

## LA VISTA CITY COUNCIL MEETING AGENDA

August 15, 2023

6:00 p.m.

Harold "Andy" Anderson Council Chamber  
La Vista City Hall  
8116 Park View Blvd

- Call to Order
- Pledge of Allegiance
- Announcement of Location of Posted Open Meetings Act
- Service Award: Brian Mittelbrun – 5 Years
- Appointment – William Bowes – Civil Service Commission – Fill vacancy of a 5-year term

*All matters listed under item A, Consent Agenda, are considered to be routine by the city council and will be enacted by one motion in the form listed below. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.*

**A. CONSENT AGENDA**

1. Approval of the Agenda as Presented
2. Approval of the Minutes of the August 1, 2023 Budget Hearing
3. Approval of the Minutes of the August 1, 2023 City Council Meeting
4. Monthly Financial Report – June 2023
5. Request for Payment – Design Workshop, Inc. – Professional Services – 84<sup>th</sup> Street Bridge – \$11,582.50
6. Request for Payment – Sampson Construction – Construction Services – Offstreet Parking District No. 2, Structure No. 2 – \$555,079.00
7. Request for Payment – HGM Associates Inc – Professional Services – East La Vista Sewer and Pavement Rehabilitation – Phase 2 Final Design – \$39,194.50
8. Request for Payment – HDR Engineering – Professional Services – Project Management for Public Improvements – \$706.59
9. Request for Payment – League of Nebraska Municipalities – Membership Dues – \$55,021.00
10. Request for Payment – City of Omaha – Sewer Connection Fees – \$66,589.06
11. Request for Payment – Papio-Missouri River Natural Resources District – Stormwater Management Fees – \$111,039.55
12. Request for Payment – Sarpy County Planning & Zoning – Sewer Connection Fees – \$108,295.00
13. Request for Payment – MAPA – La Vista Active Mobility Plan – \$20,000.00
14. Resolution – Approve Purchase – Ice Control Salt
15. Approval of Claims

- Reports from City Administrator and Department Heads

**B. Presentation – 2023 National Community Survey**

**C. Fiscal Years 23 & 24 Biennial Budget**

1. Appropriations Ordinance – Amend FY23 & FY24 Biennial Budget – Second Reading

**D. Resolution – Award Contract – Spencer Management – Concrete Base Repair Work**

**E. Resolution – Award Contract – City Park Concession Stand & Restroom Roof Replacement**

**F. Resolution – Authorize Agreement – TD2 – Edgewood Blvd, Valley Rd & Greenleaf Dr Pavement Rehabilitation**

**G. Resolution – Change Order No. 1 – Spencer Management – Terry Dr, Lillian Ave & S. 78<sup>th</sup> St**

**H. Request for Payment – Spencer Management, LLC – Professional Services – 2023 Pavement Rehabilitation and Resurfacing - \$446,133.88**

**I. Resolution – Authorize Purchase – Carpet**

**J. Resolution – Authorize Purchase – Interview Room Cameras & Server**

- K. Resolution – Authorize Purchase – Body Worn Cameras**
- L. Resolution – Authorize Request for Proposals – Giles Rd Rehabilitation & Widening Phase 1 – I-80 EB to 120<sup>th</sup> Street**
  - **Comments from the Floor**
  - **Comments from Mayor and Council**
  - **Adjournment**

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



**CITY OF LA VISTA**

**CERTIFICATE OF APPRECIATION**

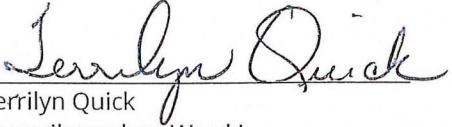
A CERTIFICATE OF APPRECIATION PRESENTED TO **BRIAN MITTELBRUN** OF THE **LA VISTA POLICE DEPARTMENT**, FOR 5 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **Brian Mittelbrun** has served the City of La Vista since July 16, 2018; and

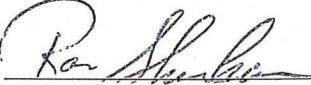
WHEREAS, **Brian Mittelbrun's** input and contributions to the City of La Vista have contributed to the success of the City;

NOW, THEREFORE BE IT RESOLVED that this Certificate of Appreciation is hereby presented to **Brian Mittelbrun** on behalf of the City of La Vista for 5 years of service to the City.

DATED THIS 15TH DAY OF AUGUST 2023.

  
Terrilyn Quick

Councilmember, Ward I

  
Ronald Sheehan

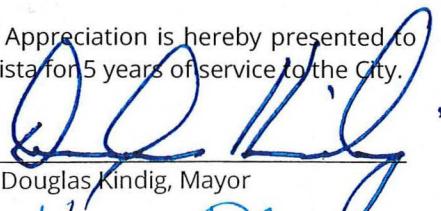
Councilmember, Ward II

  
Deb Hale

Councilmember, Ward III

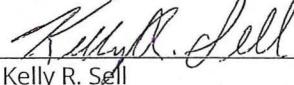
  
Kevin Wetuski

Councilmember, Ward IV

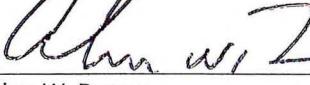
  
Douglas Kindig, Mayor

  
Kim J. Thomas

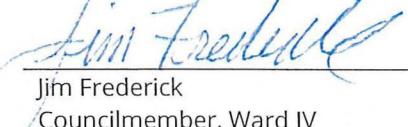
Councilmember, Ward I

  
Kelly R. Sell

Councilmember, Ward II

  
Alan W. Ronan

Councilmember, Ward III

  
Jim Frederick

Councilmember, Ward IV

ATTEST:

  
Pamela A. Buethe

Pamela A. Buethe, MMC  
City Clerk



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# MINUTE RECORD

A-2

No. 729 — REDFIELD DIRECT E2106195KV

## LA VISTA CITY COUNCIL SPECIAL MEETING BUDGET HEARING August 1, 2023

A special 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 August 1, 2023. Present were Mayor Kindig and Councilmembers: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Also in attendance were City Attorney McKeon, Assistant City Administrator Ramirez, City Clerk Buethe, Director of Public Works Soucie, Director of Administrative Services Pokorny, Finance Director Harris, Library Director Barcal, Human Resources Director Lowery, Police Captain Barcal, Assistant Recreation Director Karlson, City Engineer Dows, and Deputy Community Development Director Solberg.

A notice of the meeting was given in advance thereof by publication in the Sarpy County Times on July 26, 2023. Notice was simultaneously given to the 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, led the audience in the Pledge of Allegiance, and made the announcements.

### A. PUBLIC HEARING – PROPOSAL TO REVISE THE PREVIOUSLY ADOPTED BUDGET STATEMENT FOR FISCAL YEARS 2023 & 2024 BIENNIAL BUDGET

At 6:02 p.m. Mayor Kindig opened the public hearing to hear testimony on the proposal to revise the previously adopted budget statement for fiscal years 2023 and 2024 biennial budget stating that this public hearing is required by State Statute 13-506.

Finance Director Harris gave a brief presentation on the proposed revisions to the previously adopted budget statement for Fiscal Years 2023 & 2024 Biennial Budget.

At 6:04 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

### ADJOURNMENT

At 6:05 p.m. Councilmember Thomas made a motion to adjourn the special meeting. Seconded by Councilmember Sheehan. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Voting nay: None. Motion carried.

PASSED AND APPROVED THIS 15TH DAY OF AUGUST 2023.

CITY OF LA VISTA

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

ATTEST:

\_\_\_\_\_  
Pamela A. Buethe, MMC  
City Clerk

## MINUTE RECORD

No. 729 -- REDFIELD DIRECT E2106195KV

**LA VISTA CITY COUNCIL  
MEETING  
August 1, 2023**

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:08 p.m. on August 1, 2023. Present were Mayor Kindig and Councilmembers: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Also in attendance were City Attorney McKeon, Assistant City Administrator Ramirez, City Clerk Buethe, Director of Public Works Soucie, Director of Administrative Services Pokorny, Finance Director Harris, Library Director Barcal, Human Resources Director Lowery, Police Captain Barcal, Assistant Recreation Director Karlson, City Engineer Dowse and Deputy Community Development Director Solberg.

A notice of the meeting was given in advance thereof by publication in the Sarpy County Times on July 19, 2023. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

**A. CONSENT AGENDA**

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE JULY 18, 2023 CITY COUNCIL MEETING
3. APPROVAL OF THE MINUTES OF THE JULY 18, 2023 BUDGET WORKSHOP
4. APPROVAL OF THE MINUTES OF THE JULY 6, 2023 PLANNING COMMISSION MEETING
5. REQUEST FOR PAYMENT – RDG PLANNING & DESIGN – PROFESSIONAL SERVICES – PLACEMAKING PHASE 1 – \$1665.85
6. REQUEST FOR PAYMENT – HDR ENGINEERING – PROFESSIONAL SERVICES – PROJECT MANAGEMENT FOR PUBLIC IMPROVEMENTS – \$613.47
7. REQUEST FOR PAYMENT – OLSSON, INC – PROFESSIONAL SERVICES – CITY PARK PAVILION TESTING – \$3,541.25
8. REQUEST FOR PAYMENT – DLR GROUP – PROFESSIONAL SERVICES – LA VISTA CITY CENTRE PARKING STRUCTURE 2 – \$23,214.20
9. REQUEST FOR PAYMENT – SPENCER MANAGEMENT, LLC – PROFESSIONAL SERVICES – 2023 PAVEMENT REHABILITATION AND RESURFACING – \$306,539.46
10. REQUEST FOR PAYMENT – NL & L CONCRETE, INC – CONSTRUCTION SERVICES – EAST LA VISTA SEWER AND PAVEMENT REHABILITATION – \$187,373.73
11. REQUEST FOR PAYMENT – JE DUNN CONSTRUCTION CO – CONSTRUCTION SERVICES – CENTRAL PARK PAVILION AND SITE IMPROVEMENTS – \$2,012,235.00
12. APPROVAL OF CLAIMS

ABM INDUSTRIES INC, services	11,243.49
ACCO UNLIMITED CORP, supplies	642.70
ACTION BATTERIES, maint.	402.53
ACTIVE NETWORK LLC, Services	186.98
AE SUPPLY, maint.	500.00
AKRS EQUIPMENT SOLUTIONS, maint.	779.05
ALFRED BENESCH & CO, services	31,647.41
AMAZON, supplies	654.33
AMELIA BELIK, services	594.00
AMERICAN HERITAGE LIFE INS, services	1,276.78
ASP ENTERPRISES INC, bld&grnds	140.00
AT&T MOBILITY LLC, phones	98.24
BERGANKDV LLC, services	400.00
BIBLIOTHECA LLC, media	21.67
BISHOP BUSINESS EQUIPMENT, services	1,533.51

# MINUTE RECORD

BLACK HILLS ENERGY, utilities	1,498.06
BOBCAT OF OMAHA, maint.	187.82
BOK FINANCIAL, bonds	902,081.70
BS&A SOFTWARE, services	1,450.00
BSN SPORTS LLC, supplies	999.67
BUETHE, PAM, reimbursement	116.00
BUILDERS SUPPLY CO INC, services	1,713.71
CALENTINE, JEFFREY, travel	472.89
CATERPILLAR FINANCIAL, services	1,160.31
CENTER POINT INC, books	282.84
CENTURY LINK/LUMEN, phones	724.33
CINTAS CORP, services	562.17
CITY OF OMAHA, services	255,186.48
CITY OF PAPILLION, services	15,461.69
CONCRETE SUPPLY INC, services	33,510.44
CORNHUSKER INTL TRUCKS INC, services	481.08
COX COMMUNICATIONS INC, services	147.03
CULLIGAN OF OMAHA, services	12.50
D & K PRODUCTS, supplies	554.10
DATASHIELD CORP, services	60.00
DEARBORN NAT'L LIFE INS CO, services	8,388.67
DIAMOND VOGEL PAINTS, supplies	372.82
DOUGLAS COUNTY SHERIFF'S OFC, services	625.00
ECHO GROUP INC, supplies	179.90
ENTERPRISES INC, maint.	27.99
FASTENAL CO, maint.	168.00
FELSBURG HOLT & ULLEVIG INC, services	6,150.33
FENCL, JOHN, services	400.00
FERGUSON ENTERPRISES, supplies	168.95
FIRST NAT'L BANK OF OMAHA, services	62.10
FITZGERALD SCHORR BARMETTLER, services	36,693.95
FUN EXPRESS LLC, supplies	222.52
GALE, books	239.16
GRASS PAD INC, bld&grnds	89.80
GREAT PLAINS UNIFORMS, apparel	1,710.00
GREATAMERICA FINANCIAL, services	1,369.47
HARPENAU, TYLER ANTHONY, services	1,600.00
HGM ASSOCIATES INC, services	43,419.40
HITOUCHE BUSINESS, supplies	252.00
HOBBY LOBBY, supplies	82.24
ID WHOLESALER, services	240.00
INDUSTRIAL SALES CO, supplies	83.80
INGRAM LIBRARY SERVICES LLC, books	503.98
INTERNATIONAL CODE COUNCIL, services	160.00
J & J SMALL ENGINE, services	2,051.80
JANITOR DEPOT MIDWEST LLC, supplies	349.25
JENSEN TIRE, maint.	97.00
JOHNSTONE SUPPLY CO, bld&grnds	27.14
KIDWELL INC, services	1,834.00
KIESLER POLICE, supplies	146.00
KIMBALL MIDWEST, maint.	686.37
KINDIG, DOUGLAS, supplies	98.21
KRIHA FLUID POWER, supplies	317.18
LARSEN SUPPLY CO, supplies	216.20
LINCOLN NAT'L LIFE INS CO, services	6,626.02
LIVE WELL GO FISH, services	250.00
LOGAN CONTRACTORS, supplies	3,251.94
LOGO LOGIX EMBROIDERY, apparel	382.00

# MINUTE RECORD

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LOU'S SPORTING GOODS, supplies	64.06
MALLOY ELECTRIC, bld&grnds	1,313.61
MARCO INC, services	147.87
MATHESON TRI-GAS INC, apparel	272.90
MATT FRIEND TRUCK EQUIPMENT, maint.	706.56
MEDICA INSURANCE CO, services	127,842.51
MENARDS-RALSTON, supplies	500.59
METLIFE, services	1,104.29
METRO COMM COLLEGE, services	23,580.67
MUD, utilities	980.87
MID AMERICAN SIGNAL INC, supplies	4,990.00
MID-AMERICAN BENEFITS INC, services	7,701.01
MIDWEST MUDJACKING INC, services	2,550.00
MIDWEST TAPE, supplies	250.40
MIDWEST TURF & IRRIGATION, maint.	404.49
MOBOTREX INC, supplies	126.00
MSC INDUSTRIAL SUPPLY CO, maint.	283.16
NATIONAL LEAGUE OF CITIES, services	1,652.00
NE DEPT OF REVENUE, lottery taxes	81,662.00
NE DEPT OF REV, motor fuel tax	636.00
NE DEPT OF TRANSPORTATION, services	73,819.27
NE LAW ENFORCEMENT, travel	50.00
NE TURFGRASS ASSOC, services	550.00
NELSON, ALLYSSA, lifeguard cert.	285.00
NMC GROUP INC, maint.	3,320.30
OFFICE DEPOT INC, supplies	159.29
OLSSON INC, services	5,451.00
OPPD, utilities	45,458.98
OMNI ENGINEERING, services	89.30
ON YOUR MARKS INC, supplies	1,725.22
ONE CALL CONCEPTS INC, services	427.06
OVERHEAD DOOR CO OF OMAHA, bld&grnds	251.00
PAPER ROLL PRODUCTS, supplies	100.78
PAPILLION SANITATION, services	3,451.25
PAYROLL MAXX, payroll & taxes	438,274.86
PER MAR SECURITY, services	198.30
PITNEY BOWES, postage	1,392.00
POMP'S TIRE SERVICE INC, maint.	3,852.53
PORT-A-JOHNS, services	270.00
PRIMA DISTRIBUTION INC, supplies	191.03
RALSTON AREA BASEBALL ASSOC, services	1,395.00
RAY ALLEN MANUFACTURING CO INC, services	361.97
RDG PLANNING & DESIGN, services	430.00
RIVER CITY RECYCLING, services	1,572.30
ROBERT HALF, services	7,360.10
RTG BUILDING SERVICES INC, bld&grnds	6,765.00
SAMPSON CONSTRUCTION CO, services	513,439.00
SARPY COUNTY COURTHOUSE, services	4,496.00
SARPY COUNTY FISCAL ADMINSTRTN, services	25,123.95
SHI INTERNATIONAL CORP, services	4,704.90
SITE ONE LANDSCAPE SUPPLY LLC, services	438.00
SMALL, B., travel	333.00
SOUTHERN UNIFORM, apparel	300.97
STAPLES INC, supplies	84.00
SUBURBAN NEWSPAPERS INC, services	517.86
SUN COUNTRY DISTRIBUTING LTD, supplies	21.64
SUSPENSION SHOP INC, maint.	2,227.38
THE FILTER SHOP INC, bld&grnds	208.80

# MINUTE RECORD

THE PENWORTHY CO, books	356.81
THE WALDINGER CORP, bld&grnds	329.75
TRUCK CENTER COMPANIES, maint.	3,642.86
TY'S OUTDOOR POWER, maint.	158.37
UNITE PRIVATE NETWORKS LLC, services	4,400.00
US POSTAL SERVICE, postage	1,769.63
US BANK NAT'L ASSOC, supplies	22,827.26
VERIZON WIRELESS, phones	18.02
WESTLAKE HARDWARE INC, supplies	42.10
WHITE CAP LP, supplies	198.49
WHITE, SCOTT L, services	1,333.33
WINCAN LLC, services	5,050.00
WOODHOUSE SW OMAHA INC, maint.	2,266.67

Councilmember Thomas made a motion to approve the consent agenda. Seconded by Councilmember Quick. Councilmember Sheehan 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

There were no reports from the City Administrator and Department Heads.

Councilmember Sell motioned to move item K. Approve Satellite Keno Location up on the agenda ahead of item B. Fiscal Years 23 & 24 Biennial Budget. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

## K. RESOLUTION – APPROVE SATELLITE KENO LOCATION

Councilmember Sell introduced and moved for the adoption of Resolution No. 23-093 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING A SATELLITE KENO LOCATION FOR THE CITY'S KENO LOTTERY GAME ISLANDBNG GROUP LLC DBA ISLAND BAR & GRILL, 7826 S 123RD PLAZA LA VISTA NEBRASKA EFFECTIVE UPON RECEIPT OF THE KENO LICENSE FROM THE STATE.

WHEREAS, the current Keno Lottery Operator Agreement between the City of La Vista and La Vista Keno, Inc., dated August 8, 2008, and assigned and assumed to and by LVK Holdings LLC on April 5 2016 requires LVK Holdings LLC to obtain prior written consent of the City to establish a satellite location; and further that the satellite location shall comply with such qualification standards as adopted by the City pursuant to Nebraska Statutes, Section 9-642.01, governing lottery sales outlet locations, and such other terms and conditions determined necessary or advisable; and

WHEREAS, the City of La Vista, by Ordinance No. 1073, set forth qualification standards for Keno Lottery Sales Outlet Locations, which includes satellite locations ("Ordinance"); and

WHEREAS, LVK Holdings LLC has proposed a satellite location for the City's keno lottery game continue under new ownership IslandBnG Group LLC dba Island Bar & Grill, 7826 S 123<sup>rd</sup> Plaza, La Vista, Nebraska pursuant to a Satellite Agreement between said parties dated July 17, 2023, a copy of which has been presented at this meeting ("Satellite Agreement"); and

WHEREAS, the requirements of the Lottery Operator Agreement and other Keno Requirements as defined in the Ordinance are incorporated into the Satellite Agreement pursuant to said Ordinance; and

# MINUTE RECORD

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WHEREAS, the City Clerk has determined that the standards for the Keno Lottery Sales Outlet Location at IslandBnG Group LLC dba Island Bar & Grill, 7826 S 123<sup>rd</sup> Plaza, La Vista NE, have been met.

NOW, THEREFORE, BE IT RESOLVED: that the Mayor and City Council of the City of La Vista, Nebraska, hereby authorize and approve a satellite keno location under new ownership for the City's keno lottery game at IslandBnG Group LLC dba Island Bar & Grill, 7826 S 123<sup>rd</sup> Plaza, La Vista NE, and further approve the owner and operator thereof, IslandBnG Group LLC, effective upon receipt of the keno license from that State and subject to the following:

- a. Submittal of all Exhibits to the Satellite Agreement in form and content satisfactory to the City;
- b. Any change of ownership or control of the satellite, JJC Inc. or any stock of JJC Inc., shall require prior written approval of the City of La Vista;
- c. The satellite, IslandBnG Group LLCL, and stockholders of IslandBnG Group LLC, shall be bound by the Lottery Operator Agreement between the City of La Vista and LVK Holdings LLC and owe to LVK Holdings LLC all responsibilities and obligations which LVK Holdings LLC and its owner by said Lottery Operator Agreement, as secured, owe to the City of La Vista. The City of La Vista shall be a beneficiary entitled to enforce such responsibilities and obligations of the satellite, IslandBnG Group LLC and its stockholders;
- d. City of La Vista shall have access at any time to the satellite location and keno-related funds, documents and records in the possession or control of the satellite owner or operator;
- e. City of La Vista shall be named as an additional named insured on any insurance required of the satellite owner or operator by the Satellite Agreement;
- f. City of La Vista, as owner of the La Vista keno game, retains authority over use of the term "La Vista keno"; and all uses of said term shall be subject to review and approval of the City and cease upon termination of the Satellite Agreement;
- g. Funds of the La Vista keno game handled by the satellite shall be the sole and exclusive property and held in trust for the benefit of the City of La Vista until properly paid in accordance with the Lottery Operator Agreement or Satellite Agreement; and
- h. Ongoing satisfaction by the satellite owner and operator of the Satellite Agreement and this Resolution, as well as the Lottery Operator Agreement, Ordinance, and other Keno Requirements, as defined in said Ordinance.

BE IT FURTHER RESOLVED that, in addition to devices for satellite keno, the following gambling devices are hereby authorized at the satellite premises pursuant to Section 2(H) of the Ordinance: pickle card device.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to sign such documents, including, but not limited to, Nebraska Department of Revenue Form(s) 50G, and take such further actions as necessary or appropriate to carry out the actions approved herein.

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

# MINUTE RECORD

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No. 729 – REDFIELD DIRECT E2106195KV

## **B. FISCAL YEARS 23 & 24 BIENNIAL BUDGET**

### **1. APPROPRIATIONS ORDINANCE – AMEND FY23/24 BIENNIAL BUDGET – FIRST READING**

Councilmember Thomas introduced Ordinance No. 1490 entitled: AN ORDINANCE TO AMEND ORDINANCE NO. 1455 AND THE BIENNIAL BUDGET APPROPRIATING THE SUMS OF MONEY DEEMED NECESSARY TO DEFRAY ALL OF THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA FOR THE FISCAL PERIOD BEGINNING ON OCTOBER 1, 2022 AND ENDING ON SEPTEMBER 30, 2023; AND FOR THE FISCAL PERIOD BEGINNING OCTOBER 1, 2023 AND ENDING ON SEPTEMBER 30, 2024, AND TO AMEND AMOUNTS APPROPRIATED FOR THE FIRST AND SECOND YEARS OF SUCH BIENNIAL BUDGET FOR THE FISCAL PERIOD BEGINNING ON OCTOBER 1, 2022 AND ENDING ON SEPTEMBER 30, 2023; AND FOR THE FISCAL PERIOD BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024, SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SUCH APPROPRIATIONS ARE MADE AND THE AMOUNT TO BE APPROPRIATED FOR EACH OBJECT OR PURPOSE; SPECIFYING THE AMOUNT TO BE RAISED BY TAX LEVY; PROVIDING FOR THE FILING AND CERTIFICATION OF THE BUDGET AND TAX LEVY HEREIN SENT TO THE STATE AUDITOR AND COUNTY CLERK OF SARPY COUNTY; TO REPEAL INCONSISTENT OR CONFLICTING ORDINANCES OR RESOLUTIONS AS ORIGINALLY ENACTED; AND PRESCRIBING THE TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

Councilmember Quick made a motion to approve Ordinance No. 1490 on its first reading and pass it on to a second reading. Seconded by Councilmember Sheehan. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

## **C. PLANNED UNIT DEVELOPMENT SITE PLAN – LOTS 1 – 3 SOUTHPORT EAST REPLAT FIFTEEN**

### **1. PUBLIC HEARING**

At 6:15 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Planned Unit Development Site Plan – Lots 1 – 3 Southport East Replat Fifteen. Derek Zimmerman with REV Development gave a presentation.

At 6:20 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

### **2. ORDINANCE – ZONING OVERLAY**

Councilmember Frederick introduced Ordinance No. 1491 entitled: AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

Councilmember Sell moved that the statutory rule requiring reading on three different days be suspended. Councilmember 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.

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1491. 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.

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## **3. ORDINANCE – PUD SITE PLAN**

Councilmember Thomas introduced Ordinance No. 1492 entitled: AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA ESTABLISHING STANDARDS AND CONDITIONS FOR DEVELOPMENT UNDER THE FINAL PLANNED UNIT DEVELOPMENT PLAN; TO PROVIDE FOR SEVERABILITY; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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.

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1492. Councilmember Wetuski seconded the motion. Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

## **D. CONDITIONAL USE PERMIT – LOT 1 – SOUTHPORT EAST REPLAT FIFTEEN – HOLIDAY INN EXPRESS**

### **1. PUBLIC HEARING**

At 6:23 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Conditional Use Permit – Lot 1 – Southport East Replat Fifteen – Holiday Inn Express. Derek Zimmerman with REV Development was available for questions.

At 6:23 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

### **2. RESOLUTION**

Councilmember Frederick introduced and moved for the adoption of Resolution No. 23-086 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR REV DEVELOPMENT, LLC TO ALLOW FOR A HOTEL, SPECIFICALLY HOLIDAY INN EXPRESS, ON LOT 1, SOUTHPORT EAST REPLAT FIFTEEN.

WHEREAS, REV Development, LLC has applied for a Conditional Use Permit for to allow for the construction and operation of a hotel, specifically Holiday Inn Express, on Lot 1, Southport East Replat Fifteen, located northwest of the intersection of Port Grace Blvd and Southport Parkway; and

WHEREAS, the La Vista Planning Commission has reviewed the application and recommends approval; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a Conditional Use Permit for such purposes, subject to the following conditions:

1. Approval of Southport West Replat Fifteen.
2. Satisfactory completion of design review process and update of Conditional Use Permit exhibits, prior to recording of the Conditional Use Permit and submittal for a building permit.

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NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of a Conditional Use Permit in form and content submitted at this meeting, with such modifications that the City Administrator or City Attorney may determine necessary or advisable, for REV Development, LLC to allow for a hotel, specifically Holiday Inn Express, on Lot 1, Southport East Replat Fifteen.

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

## E. CONDITIONAL USE PERMIT – LOT 2 – SOUTHPORT EAST REPLAT FIFTEEN – RESIDENCE INN

### **1. PUBLIC HEARING**

At 6:24 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Conditional Use Permit – Lot 2 – Southport East Replat Fifteen – Residence Inn. Derek Zimmerman with REV Development was available for questions.

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

### **2. RESOLUTION**

Councilmember Frederick introduced and moved for the adoption of Resolution No. 23-087 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR REV DEVELOPMENT, LLC TO ALLOW FOR A HOTEL, SPECIFICALLY RESIDENCE INN, ON LOT 2, SOUTHPORT EAST REPLAT FIFTEEN.

WHEREAS, REV Development, LLC has applied for a Conditional Use Permit for to allow for the construction and operation of a hotel, specifically Residence Inn, on Lot 2, Southport East Replat Fifteen, located northwest of the intersection of Port Grace Blvd and Southport Parkway; and

WHEREAS, the La Vista Planning Commission has reviewed the application and recommends approval; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a Conditional Use Permit for such purposes, subject to the following conditions:

1. Approval of Southport West Replat Fifteen.
2. Satisfactory completion of design review process and update of Conditional Use Permit exhibits, prior to recording of the Conditional Use Permit and submittal for a building permit.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of a Conditional Use Permit in form and content submitted at this meeting, with such modifications that the City Administrator or City Attorney may determine necessary or advisable, for REV Development, LLC to allow for a hotel, specifically Residence Inn, on Lot 2, Southport East Replat Fifteen.

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

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## F. RESOLUTION – APPLICATION FOR REPLAT – SOUTHPORT EAST REPLAT FIFTEEN

Councilmember Frederick introduced and moved for the adoption of Resolution No. 23-088 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE REPLAT FOR LOTS 5 AND 6 SOUTHPORT EAST TO BE REPLATTED AS LOTS 1-3 SOUTHPORT EAST REPLAT FIFTEEN, A SUBDIVISION LOCATED IN THE EASTERN HALF OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above-described property applied for approval of a replat for Lots 5 and 6 Southport East, to be replatted as Lots 1-3 Southport East Replat Fifteen; and

WHEREAS, the City Engineer has reviewed the replat; and

WHEREAS, on July 6, 2023, the La Vista Planning Commission held a meeting and reviewed the replat and recommended approval.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the replat for Lots 5 and 6 Southport East, to be replatted as Lots 1-3 Southport East Replat Fifteen, a subdivision located in the eastern half of Section 18, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, generally located northwest of the intersection of Port Grace Blvd and Southport Parkway, be, and hereby is, approved.

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

## G. APPROVAL OF CLASS C LIQUOR LICENSE APPLICATION – ASTRO THEATER, LLC DBA THE ASTRO & THE ASTRO AMPHITHEATER

### 1. PUBLIC HEARING

At 6:26 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Class C Liquor License application – Astro Theater, LLC dba The Astro & The Astro Amphitheater. Sean Kelley was available for questions.

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

### 2. RESOLUTION

Councilmember Frederick introduced and moved for the adoption of Resolution No. 23-089 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF A CLASS C LIQUOR LICENSE FOR ASTRO THEATER, LLC DBA THE ASTRO & THE ASTRO AMPHITHEATER IN LA VISTA, NEBRASKA.

WHEREAS, Astro Theater, LLC dba The Astro & The Astro Amphitheater, 8302 City Centre Dr, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class C Liquor License; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of a Class C Liquor License submitted by Astro Theater, LLC dba The Astro & The Astro Amphitheater, 8302 City Centre Dr, La Vista, Sarpy County, Nebraska.

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

## **H. APPROVAL OF CLASS C LIQUOR LICENSE APPLICATION – LINCOLN'S CITY CENTRE, LLC DBA THE CITY PUB**

### **1. PUBLIC HEARING**

At 6:28 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Class C Liquor License application – Lincoln's City Centre, LLC dba The City Pub. Lauren Kintner & Gabe Sullivan were available for questions.

At 6:31 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: None. Motion carried.

### **2. RESOLUTION**

Councilmember Frederick introduced and moved for the adoption of Resolution No. 23-090 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF A CLASS C LIQUOR LICENSE FOR LINCOLN'S CITY CENTRE, LLC DBA THE CITY PUB IN LA VISTA, NEBRASKA.

WHEREAS, Lincoln's City Centre, LLC dba The City Pub, 7861 Main St, Ste L, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class C Liquor License; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of a Class C Liquor License submitted by Lincoln's City Centre, LLC dba The City Pub, 7861 Main St, Ste L, La Vista, Sarpy County, Nebraska.

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

## **I. RESOLUTION – AUTHORIZE PURCHASE – LAPTOP COMPUTER**

Councilmember Sell introduced and moved for the adoption of Resolution No. 23-091 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) MOBILE PRECISION 7780 DELL LAPTOP COMPUTER FROM DELL MARKETING LP, ROUND ROCK, TX IN AN AMOUNT NOT TO EXCEED \$6,980.00.

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WHEREAS, the City Council of the City of La Vista has determined the purchase of a forensic investigation laptop computer is necessary, and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for the proposed purchase., and

WHEREAS, DELL Marketing LP is a sole source vendor and will extend that price to the City of La Vista, and

WHEREAS, Subsection (c) of Section 31.23 of the La Vista Municipal Code requires the City Administrator secure Council approval prior to authorizing any purchase over \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the purchase of a one (1) Mobile Precision 7780 Laptop Computer from DELL Marketing LP, Round Rock, Texas, in an amount not to exceed \$6,980.00.

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

## **J. RESOLUTION – AUTHORIZE PURCHASE – WIRELESS ACCESS POINTS**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 23-092 entitled A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF WIRELESS ACCESS POINTS FROM MNJ TECHNOLOGIES DIRECT, INC., BUFFALO GROVE, IL IN AN AMOUNT NOT TO EXCEED \$8,130.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of wireless access points is necessary; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for the proposed purchase; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the city administrator secure Council approval prior to authorizing any purchase over \$5,000.00;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of wireless access points from MNJ Technologies Direct, IN., Buffalo Grove, IL in an amount not to exceed \$8,130.00.

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

## **L. 84<sup>TH</sup> STREET REDEVELOPMENT AREA PHASE 1 TAX INCREMENT FINANCING RESOLUTION AMENDMENTS**

### **1. RESOLUTION – CITY CENTRE NOTE 1A**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 23-094 entitled: A RESOLUTION AMENDING RESOLUTION NO. 17-073 RELATING TO TAX INCREMENT REVENUE NOTE (LA VISTA CITY CENTRE PHASE 1A PROJECT), SERIES 2017 OF THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, TO ALLOW THE NOTE ISSUED THEREUNDER TO BE TRANSFERRED TO ONE OR MORE AFFILIATES OF THE OWNER THEREOF AND SECURED EQUALLY UNDER THE RESOLUTION; AND PRESCRIBING OTHER MATTERS RELATING THERETO

WHEREAS, the City of La Vista (the City) has established a community development agency (the "Agency") under Chapter 18, Article 21, Reissue Revised States of Nebraska, as amended (the "Act");

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WHEREAS, the Agency adopted Resolution No. 17-073, on July 5, 2017, (the "Original Resolution") which authorized issuance of the Agency's \$5,312,561 Community Redevelopment Tax Increment Revenue Note (La Vista City Centre Phase IA Project), Series 2017, dated September 26, 2017 (the "Phase IA Note"), and which Original Resolution governs the repayment of the Phase IA Note from the sources provided and described in the Original Resolution;

WHEREAS, the Phase IA Note was issued to and is currently registered in the name of City Centre I, LLC, (the "Current Owner") which is an affiliate of the Redeveloper (as defined in the Original Resolution) pursuant to the terms of the Original Resolution, and the Current Owner has requested that the City permit the Phase IA Note to be transferred to one or more affiliates of the Current Owner, and that the Original Resolution be amended to allow such transfer or transfers; and

WHEREAS, it is necessary, desirable, advisable, and in the best interest of the Agency to amend the Original Resolution for such purposes and in the manner as hereinafter provided.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, acting as the community development agency, as follows:

**Section 1. Definitions of Words and Terms.** Unless otherwise provided herein, and in addition to words and terms defined elsewhere in this amending resolution (the "Resolution"), the capitalized words and terms used herein shall have the meanings provided in the Original Resolution.

**Section 2. Authorization of Multiple Notes and Transfer.** The Note may be issued as a single note or as multiple notes. If more than one Note is issued, all shall be issued with the same interest rate and maturity date and shall be payable equally and ratably from the sources provided in the Original Resolution. The Note may be transferred pursuant to its provisions at the office of the Agency by surrender of such note for cancellation by the Registered Owner, accompanied by a written instrument of transfer, in form satisfactory to the Agency, duly executed by the Registered Owner in person or by such owner's duly authorized agent, and thereupon the Agency will deliver at its office (or send to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of such transferee owner or owners, a new Note or Notes of the same interest rate, aggregate principal amount and maturity. One such note may be transferred for several such notes of the same interest rate and maturity, and for a like aggregate principal amount, and several such notes may be transferred for one or several such notes, respectively, of the same interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a note, the surrendered note shall be canceled and destroyed. All notes issued upon transfer of the notes so surrendered shall be valid obligations of the Agency evidencing the same obligation as the note or notes surrendered, including the principal and accrued interest thereon, and shall be entitled to all the benefits and protection of the Original Resolution as amended by this Resolution to the same extent as the note or notes upon transfer of which they were delivered.

**Section 3. Further Authority.** The officers of the Agency, including the Chair and Secretary, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make any changes or additions in this Resolution and the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they determine to be in the Agency's best interest, and the execution or taking of such action shall be conclusive evidence of such determination.

**Section 4. Effect of Amendment.** Except as amended by this Resolution, the Original Resolution is hereby ratified and confirmed in all respects. All resolutions or orders, or parts thereof in conflict with the provisions of this Resolution are to be extent of such conflict hereby repealed.

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**Section 5. Severability.** If any section or other part of this Resolution is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Resolution.

**Section 6. Governing Law.** This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 7. Effective Date.** This Resolution shall take effect and be in full force from and after its passage by the governing body of the Agency.

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

## **2. RESOLUTION – CITY CENTRE NOTE 1B**

Councilmember Frederick introduced and moved for the adoption of Resolution No. 23-095 entitled: A RESOLUTION AMENDING RESOLUTION NO. 17-074 RELATING TO TAX INCREMENT REVENUE NOTE (LA VISTA CITY CENTRE PHASE IB PROJECT), SERIES 2017 OF THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, TO ALLOW THE NOTE ISSUED THEREUNDER TO BE TRANSFERRED TO ONE OR MORE AFFILIATES OF THE OWNER THEREOF AND SECURED EQUALLY UNDER THE RESOLUTION; AND PRESCRIBING OTHER MATTERS RELATING THERETO

WHEREAS, the City of La Vista (the City) has established a community development agency (the "Agency") under Chapter 18, Article 21, Reissue Revised States of Nebraska, as amended (the "Act");

WHEREAS, the Agency adopted Resolution No. 17-074, on July 5, 2017, (the "Original Resolution") which authorized issuance of the Agency's \$8,222,287 Community Redevelopment Tax Increment Revenue Note (La Vista City Centre Phase IB Project), Series 2017, dated September 26, 2017 (the "Phase IB Note"), and which Original Resolution governs the repayment of the Phase IB Note from the sources provided and described in the Original Resolution;

WHEREAS, the Phase IA Note was issued to and is currently registered in the name of City Centre I, LLC, (the "Current Owner") which is an affiliate of the Redeveloper (as defined in the Original Resolution) pursuant to the terms of the Original Resolution, and the Current Owner has requested that the City permit the Phase IA Note to be transferred to one or more affiliates of the Current Owner, and that the Original Resolution be amended to allow such transfer or transfers; and

WHEREAS, it is necessary, desirable, advisable, and in the best interest of the Agency to amend the Original Resolution for such purposes and in the manner as hereinafter provided.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, acting as the community development agency, as follows:

**Section 1. Definitions of Words and Terms.** Unless otherwise provided herein, and in addition to words and terms defined elsewhere in this amending resolution (the "Resolution"), the capitalized words and terms used herein shall have the meanings provided in the Original Resolution.

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lo. 729 — REDFIELD DIRECT E2106195KV

**Section 2. Authorization of Multiple Notes and Transfer.** The Note may be issued as a single note or as multiple notes. If more than one Note is issued, all shall be issued with the same interest rate and maturity date and shall be payable equally and ratably from the sources provided in the Original Resolution. The Note may be transferred pursuant to its provisions at the office of the Agency by surrender of such note for cancellation by the Registered Owner, accompanied by a written instrument of transfer, in form satisfactory to the Agency, duly executed by the Registered Owner in person or by such owner's duly authorized agent, and thereupon the Agency will deliver at its office (or send to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of such transferee owner or owners, a new Note or Notes of the same interest rate, aggregate principal amount and maturity. One such note may be transferred for several such notes of the same interest rate and maturity, and for a like aggregate principal amount, and several such notes may be transferred for one or several such notes, respectively, of the same interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a note, the surrendered note shall be canceled and destroyed. All notes issued upon transfer of the notes so surrendered shall be valid obligations of the Agency evidencing the same obligation as the note or notes surrendered, including the principal and accrued interest thereon, and shall be entitled to all the benefits and protection of the Original Resolution as amended by this Resolution to the same extent as the note or notes upon transfer of which they were delivered.

**Section 3. Further Authority.** The officers of the Agency, including the Chair and Secretary, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make any changes or additions in this Resolution and the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they determine to be in the Agency's best interest, and the execution or taking of such action shall be conclusive evidence of such determination.

**Section 4. Effect of Amendment.** Except as amended by this Resolution, the Original Resolution is hereby ratified and confirmed in all respects. All resolutions or orders, or parts thereof in conflict with the provisions of this Resolution are to be extent of such conflict hereby repealed.

**Section 5. Severability.** If any section or other part of this Resolution is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Resolution.

**Section 6. Governing Law.** This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 7. Effective Date.** This Resolution shall take effect and be in full force from and after its passage by the governing body of the Agency.

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

## COMMENTS FROM THE FLOOR

Martin Ware of 7311 Lillian Avenue addressed the Mayor and Council regarding a tree he feels is dangerous and an area of a public sidewalk that he feels needs to be repaired.

## COMMENTS FROM MAYOR AND COUNCIL

There were no comments from Mayor or Council.

At 6:47 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.

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August 1, 2023

No. 729 — REDFIELD DIRECT E2106195KV

PASSED AND APPROVED THIS 15TH DAY OF AUGUST 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC  
City Clerk

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

A-4

For the Ninth Month Ending June 30, 2023

75% of the Fiscal Year 2023

**Total All Funds**

	<b>Budget</b> (12 month)	<b>Ninth MTD</b> Actual	<b>YTD</b> Actual	<b>Over(under)</b> Budget	<b>% of Budget</b> Used
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**OPERATING REVENUES**

General Fund	\$ 24,324,606	\$ 1,401,519	\$ 15,812,331	\$ (8,512,276)	65%
Sewer Fund	4,908,972	426,916	3,684,810	(1,224,162)	75%
Debt Service Fund	18,862,129	304,487	2,793,517	(16,068,612)	15%
Capital Improvement Fund	352,305	9,610	42,239	(310,066)	12%
Lottery Fund	1,227,368	134,694	962,002	(265,366)	78%
Economic Development Program Fund	145,747	24,033	191,767	46,020	132%
Off Street Parking Fund	1,010	4,653	59,289	58,279	5870%
Redevelopment Fund	2,507,774	301,476	2,109,038	(398,736)	84%
Police Academy	214,640	82	185,749	(28,891)	87%
TIF 1A	389,569	—	191,906	(197,663)	49%
TIF 1B	491,954	—	242,341	(249,613)	49%
Sewer Reserve Fund	6,910	537	18,192	11,282	263%
Qualified Sinking Fund	2,740	1,993	8,179	5,439	298%
TIF 1C	48,302	—	23,794	(24,508)	49%
TIF 1D	21,672	—	10,676	(10,996)	49%
<b>Total Operating Revenues</b>	<b>53,505,699</b>	<b>2,609,999</b>	<b>26,335,830</b>	<b>(27,169,869)</b>	<b>49%</b>

**OPERATING EXPENDITURES**

General Fund	23,417,380	1,620,732	15,154,457	(8,262,923)	65%
Sewer Fund	4,472,406	108,662	3,004,198	(1,468,208)	67%
Debt Service Fund	3,060,191	177,070	2,575,003	(485,188)	84%
Capital Improvement Fund	—	—	—	—	—%
Lottery Fund	834,174	57,078	569,250	(264,923)	68%
Economic Development Program Fund	1,149,636	—	1,149,936	300	100%
Off Street Parking Fund	1,986,079	29,298	1,036,237	(949,842)	52%
Redevelopment Fund	2,966,664	8,183	712,551	(2,254,113)	24%
Police Academy	202,265	14,398	152,320	(49,944)	75%
TIF 1A	389,569	189,987	191,906	(197,663)	49%
TIF 1B	491,954	239,918	242,341	(249,613)	49%
Sewer Reserve Fund	—	—	—	—	—%
Qualified Sinking Fund	—	—	—	—	—%
TIF 1C	48,302	23,556	23,794	(24,508)	49%
TIF 1D	21,672	10,569	10,676	(10,996)	49%
<b>Total Operating Expenditures</b>	<b>39,040,290</b>	<b>2,479,451</b>	<b>24,822,669</b>	<b>(14,217,621)</b>	<b>64%</b>

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Ninth Month Ending June 30, 2023**

**75% of the Fiscal Year 2023**

**Total All Funds**

	<b>Budget (12 month)</b>	<b>Ninth MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>	<b>% of Budget Used</b>
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**OPERATING REVENUES NET  
OF EXPENDITURES**

General Fund	907,226	(219,214)	657,874	(249,353)	
Sewer Fund	436,566	318,253	680,612	244,046	
Debt Service Fund	15,801,938	127,417	218,514	(15,583,424)	
Capital Improvement Fund	352,305	9,610	42,239	(310,066)	
Lottery Fund	393,195	77,616	392,752	(443)	
Economic Development Program Fund	(1,003,889)	24,033	(958,168)	45,720	
Off Street Parking Fund	(1,985,069)	(24,644)	(976,949)	1,008,121	
Redevelopment Fund	(458,890)	293,293	1,396,487	1,855,377	
Police Academy	12,375	(14,316)	33,429	21,054	
TIF 1A	—	(189,987)	—	—	
TIF 1B	—	(239,918)	—	—	
Sewer Reserve Fund	6,910	537	18,192	11,282	
Qualified Sinking Fund	2,740	1,993	8,179	5,439	
TIF 1C	—	(23,556)	—	—	
TIF 1D	—	(10,569)	—	—	
<b>Operating Revenues Net of Expenditures</b>	<b>14,465,408</b>	<b>130,549</b>	<b>1,513,161</b>	<b>(12,952,248)</b>	

**OTHER FINANCING SOURCES & USES**

**TRANSFERS IN**

General Fund	523,100	—	298,669	(224,431)	57%
Sewer Fund	700	—	—	(700)	—%
Debt Service Fund	300,000	—	300,000	—	100%
Capital Improvement Fund	6,850,000	—	—	(6,850,000)	—%
Lottery Fund	—	—	—	—	—
Economic Development Program Fund	1,034,681	—	1,034,681	—	—
Off Street Parking Fund	2,682,624	—	—	(2,682,624)	—%
Redevelopment Fund	—	—	—	—	—
Police Academy	—	—	—	—	—
TIF 1A	—	—	—	—	—
TIF 1B	—	—	—	—	—
Sewer Reserve Fund	220,633	—	220,633	—	—
Qualified Sinking Fund	250,000	—	—	(250,000)	—%
TIF 1C	—	—	—	—	—
TIF 1D	—	—	—	—	—
<b>Total Transfers In</b>	<b>11,861,738</b>	<b>—</b>	<b>1,853,983</b>	<b>(10,007,755)</b>	<b>16%</b>

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Ninth Month Ending June 30, 2023**

**75% of the Fiscal Year 2023**

**Total All Funds**

	<b>Budget (12 month)</b>	<b>Ninth MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>	<b>% of Budget Used</b>
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**TRANSFERS OUT**

General Fund	(2,330,536)	—	(1,334,681)	995,855	57%
Sewer Fund	(220,633)	—	(220,633)	—	—%
Debt Service Fund	(8,286,769)	—	—	8,286,769	—%
Capital Improvement Fund	—	—	—	—	—
Lottery Fund	(723,800)	—	—	723,800	—%
Economic Development Program Fund	—	—	—	—	—
Off Street Parking Fund	(300,000)	—	(298,669)	1,331	—
Redevelopment Fund	—	—	—	—	—
Police Academy	—	—	—	—	—
TIF 1A	—	—	—	—	—
TIF 1B	—	—	—	—	—
Sewer Reserve Fund	—	—	—	—	—
Qualified Sinking Fund	—	—	—	—	—
TIF 1C	—	—	—	—	—
TIF 1D	—	—	—	—	—
<b>Total Transfers Out</b>	<b>(11,861,738)</b>	<b>—</b>	<b>(1,853,983)</b>	<b>10,007,755</b>	<b>16%</b>

**NET TRANSFERS**

General Fund	(1,807,436)	—	(1,036,012)	771,424	57%
Sewer Fund	(219,933)	—	(220,633)	(700)	100%
Debt Service Fund	(7,986,769)	—	300,000	8,286,769	—
Capital Improvement Fund	6,850,000	—	—	(6,850,000)	—%
Lottery Fund	(723,800)	—	—	723,800	—%
Economic Development Program Fund	1,034,681	—	1,034,681	—	—
Off Street Parking Fund	2,382,624	—	(298,669)	(2,681,293)	—
Redevelopment Fund	—	—	—	—	—
Police Academy	—	—	—	—	—
TIF 1A	—	—	—	—	—
TIF 1B	—	—	—	—	—
Sewer Reserve Fund	220,633	—	220,633	—	100%
Qualified Sinking Fund	250,000	—	—	(250,000)	—%
TIF 1C	—	—	—	—	—
TIF 1D	—	—	—	—	—
<b>Total Net Transfers</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Ninth Month Ending June 30, 2023**

**75% of the Fiscal Year 2023**

**Total All Funds**

	<b>Budget (12 month)</b>	<b>Ninth MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>	<b>% of Budget Used</b>
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**OTHER REVENUE: BOND  
PROCEEDS**

Sewer Fund	—	—	—	—	—
Capital Improvement Fund	—	—	—	—	—
Economic Development	—	—	—	—	—
Program Fund	—	—	—	—	—
Off Street Parking Fund	—	—	—	—	—
Redevelopment Fund	—	—	—	—	—
<b>Total Bond Proceeds</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>

**OTHER EXPENDITURES: CIP**

Sewer Fund	2,720,000	43,419	132,774	(2,587,226)	5%
Capital Improvement Fund	7,874,305	409,162	1,954,430	(5,919,875)	25%
Off Street Parking Fund	9,354,000	536,653	6,615,496	(2,738,504)	71%
Redevelopment Fund	17,786,142	7,902	9,680,390	(8,105,752)	54%
<b>Total Capital Improvement</b>	<b>37,734,447</b>	<b>997,136</b>	<b>18,383,091</b>	<b>(19,351,356)</b>	<b>49%</b>

**OTHER EXPENDITURES:  
GRANTS**

Economic Development					
Program Fund	5,500,000	3,000,000	4,939,031	(560,969)	90%
<b>Total Grants</b>	<b>5,500,000</b>	<b>3,000,000</b>	<b>4,939,031</b>	<b>(560,969)</b>	<b>90%</b>

**NET FUND ACTIVITY**

General Fund	(900,210)	(219,214)	(378,139)	522,071
Sewer Fund	(2,503,367)	274,834	327,204	2,830,571
Debt Service Fund	7,815,169	127,417	518,514	(7,296,655)
Capital Improvement Fund	(672,000)	(399,552)	(1,912,190)	(1,240,190)
Lottery Fund	(330,605)	77,616	392,752	723,357
Economic Development				
Program Fund	(5,469,208)	(2,975,967)	(4,862,518)	606,689
Off Street Parking Fund	(8,956,445)	(561,297)	(7,891,114)	1,065,331
Redevelopment Fund	(18,245,032)	285,391	(8,283,903)	9,961,129
Police Academy	12,375	(14,316)	33,429	21,054
TIF 1A	—	(189,987)	—	—
TIF 1B	—	(239,918)	—	—
Sewer Reserve Fund	227,543	537	238,825	11,282
Qualified Sinking Fund	252,740	1,993	8,179	(244,561)
TIF 1C	—	(23,556)	—	—
TIF 1D	—	(10,569)	—	—
<b>Net Activity</b>	<b>(28,769,039)</b>	<b>(3,866,587)</b>	<b>(21,808,961)</b>	<b>6,960,078</b>

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**  
**For the Ninth Month Ending June 30, 2023**  
**75% of the Fiscal Year 2023**

**Total All Funds**

	Ending Fund Balance As of		
	<b>Budget</b> <b>9/30/2023</b>	<b>6/30/2023</b>	<b>Variance</b>
<b>FUND BALANCE</b>			
General Fund	14,796,731	15,995,359	1,198,628
Sewer Fund	1,050,539	3,877,463	2,826,924
Debt Service Fund	11,273,864	4,309,236	(6,964,628)
Capital Improvement Fund	2,166,423	1,130,662	(1,035,761)
Lottery Fund	4,607,532	5,064,513	456,981
Economic Development Program Fund	—	127,607	127,607
Off Street Parking Fund	583,255	1,052,295	469,040
Redevelopment Fund	3,907,240	14,395,079	10,487,839
Police Academy	142,152	167,117	24,965
TIF 1A	—	—	—
TIF 1B	—	—	—
Sewer Reserve Fund	2,195,066	2,206,355	11,289
Qualified Sinking Fund	781,626	537,236	(244,390)
TIF 1C	—	—	—
TIF 1D	\$ —	—	—
<b>Net Fund Balance</b>	<b>\$ 41,504,428</b>	<b>\$ —</b>	<b>\$ 48,862,922</b>
	<b>\$ 41,504,428</b>	<b>\$ —</b>	<b>\$ 7,358,494</b>

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Ninth Month Ending June 30, 2023**

**75% of the Fiscal Year 2023**

**General Fund**

	<b>Budget (12 month)</b>	<b>Ninth MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>	<b>% of Budget Used</b>
<b>REVENUES</b>					
Property taxes	\$ 11,152,784	\$ 159,925	\$ 6,696,472	\$ (4,456,312)	60%
Sales and use taxes	4,917,452	487,930	3,653,757	(1,263,695)	74%
Motor vehicle taxes	516,364	45,219	375,722	(140,643)	73%
Payments in Lieu of taxes	202,989	—	177,932	(25,057)	88%
State revenue	2,103,008	179,363	1,586,930	(516,078)	75%
Occupation and franchise taxes	4,032,382	296,050	2,346,853	(1,685,529)	58%
Licenses and permits	524,122	72,848	320,965	(203,157)	61%
Interest income	26,300	64,781	199,913	173,613	760%
Recreation Revenue	190,450	30,157	150,826	(39,624)	79%
Grant Income	245,910	23,346	88,219	(157,691)	36%
Other	312,128	12,860	177,288	(134,840)	57%
Garage fees	100,717	29,038	37,454	(63,264)	37%
<b>Total Revenues</b>	<b>24,324,606</b>	<b>1,401,519</b>	<b>15,812,331</b>	<b>(8,512,276)</b>	<b>65%</b>
<b>EXPENDITURES</b>					
Administrative Services	611,240	46,745	449,740	(161,500)	74%
Mayor and Council	234,488	14,132	137,208	(97,279)	59%
Boards & Commissions	7,154	179	3,838	(3,316)	54%
Building Maintenance	793,780	54,978	394,496	(399,283)	50%
Administration	745,600	55,959	535,473	(210,127)	72%
Police and Animal Control	6,460,467	482,555	4,422,447	(2,038,020)	68%
Fire	2,821,318	225,187	2,035,502	(785,817)	72%
Community Development	769,345	49,089	493,856	(275,489)	64%
Public Works	4,712,703	332,823	2,837,411	(1,875,293)	60%
Recreation	1,023,745	75,190	590,577	(433,168)	58%
Library	1,125,468	75,762	738,313	(387,155)	66%
Information Technology	549,126	33,250	426,002	(123,125)	78%
Human Resources	1,108,281	93,858	756,997	(351,284)	68%
Public Transportation	128,328	10,437	76,542	(51,787)	60%
Finance	647,835	(7,511)	470,197	(177,638)	73%
Communication	309,992	17,770	225,008	(84,984)	73%
Capital outlay	1,368,510	60,330	560,852	(807,658)	41%
<b>Total Expenditures</b>	<b>23,417,380</b>	<b>1,620,732</b>	<b>15,154,457</b>	<b>(8,262,923)</b>	<b>65%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>907,226</b>	<b>(219,214)</b>	<b>657,874</b>	<b>(249,353)</b>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Ninth Month Ending June 30, 2023**

**75% of the Fiscal Year 2023**

**General Fund**

	<b>Budget (12 month)</b>	<b>Ninth MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>	<b>% of Budget Used</b>
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in (Lottery)	523,100	—	298,669	(224,431)	57%
Operating transfers out (DSF, OSP, CIP)	<u>(2,330,536)</u>	<u>—</u>	<u>(1,334,681)</u>	<u>995,855</u>	<u>57%</u>
<b>Total other Financing Sources (Uses)</b>	<u>(1,807,436)</u>	<u>—</u>	<u>(1,036,012)</u>	<u>771,424</u>	<u>57%</u>
<b>NET FUND ACTIVITY</b>	<u><u>\$ (900,210)</u></u>	<u><u>\$ (219,214)</u></u>	<u><u>\$ (378,139)</u></u>	<u><u>\$ 522,071</u></u>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Ninth Month Ending June 30, 2023**

**75% of the Fiscal Year 2023**

**Sewer Fund**

	<b>Budget</b> (12 month)	<b>Ninth MTD</b> <b>Actual</b>	<b>YTD</b> <b>Actual</b>	<b>Over(under)</b> <b>Budget</b>	<b>% of Budget</b> <b>Used</b>
<b>REVENUES</b>					
User fees	\$ 4,780,971	\$ 418,802	\$ 3,621,005	\$ (1,159,966)	76%
Service charge and hook-up fees	125,110	4,035	25,518	(99,592)	20%
Miscellaneous	21	5	35	14	167%
<b>Total Revenues</b>	<b>4,906,102</b>	<b>422,842</b>	<b>3,646,558</b>	<b>(1,259,544)</b>	<b>74%</b>
<b>EXPENDITURES</b>					
Personnel Services	678,116	50,688	461,466	(216,650)	68%
Commodities	36,064	3,945	29,608	(6,456)	82%
Contract Services	3,414,165	49,817	2,221,566	(1,192,598)	65%
Maintenance	40,257	4,212	30,255	(10,002)	75%
Other	400	—	(1,133)	(1,533)	(283)%
Storm Water	59,926	—	12,550	(47,376)	21%
Capital Outlay	243,478	—	249,885	6,407	103%
Debt service					
Principal	—	—	—	—	—%
Interest	—	—	—	—	—%
<b>Total Expenditures</b>	<b>4,472,406</b>	<b>108,662</b>	<b>3,004,198</b>	<b>(1,468,208)</b>	<b>67%</b>
<b>OPERATING INCOME (LOSS)</b>	<b>433,696</b>	<b>314,180</b>	<b>642,360</b>	<b>208,663</b>	
<b>NON-OPERATING REVENUE</b>					
Interest income	2,870	4,074	38,252	35,382	1333%
<b>INCOME (LOSS) BEFORE TRANSFERS</b>	<b>2,870</b>	<b>4,074</b>	<b>38,252</b>	<b>35,382</b>	<b>1333%</b>
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	700	—	—	(700)	—%
Operating transfers out	(220,633)	—	(220,633)	—	100%
Bond proceeds	—	—	—	—	—%
Capital Improvement	(2,720,000)	(43,419)	(132,774)	2,587,226	5%
<b>Total other Financing Sources (Uses)</b>	<b>(2,939,933)</b>	<b>(43,419)</b>	<b>(353,407)</b>	<b>2,586,526</b>	<b>12%</b>
<b>NET INCOME (LOSS)</b>	<b>\$ (2,503,367)</b>	<b>\$ 274,834</b>	<b>\$ 327,204</b>	<b>\$ 2,830,571</b>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Ninth Month Ending June 30, 2023**

**75% of the Fiscal Year 2023**

**Debt Service Fund**

	<b>Budget</b> (12 month)	<b>Ninth MTD</b> <b>Actual</b>	<b>YTD</b> <b>Actual</b>	<b>Over(under)</b> <b>Budget</b>	<b>% of Budget</b> <b>Used</b>
<b>REVENUES</b>					
Property Taxes	\$ 898,223	\$ 12,794	\$ 539,216	\$ (359,007)	60%
Sales and use taxes	2,430,603	243,965	1,826,878	(603,725)	75%
Motor vehicle taxes	3,636	—	1,532	(2,104)	42%
Payments in Lieu of taxes	20,298	—	16,723	(3,575)	82%
Other (Assessments/Fire Reimbursement)	504,338	42,028	378,692	(125,646)	75%
Interest income	5,030	5,700	30,476	25,446	606%
Bond Proceeds	15,000,000	—	—	(15,000,000)	—%
<b>Total Revenues</b>	<b>18,862,129</b>	<b>304,487</b>	<b>2,793,517</b>	<b>(16,068,612)</b>	<b>15%</b>
<b>EXPENDITURES</b>					
Administration	69,507	750	7,193	(62,314)	10%
Fire Contract Bond	218,051	18,025	162,225	(55,826)	74%
Debt service					
Principal	2,100,000	—	2,048,099	(51,901)	98%
Interest	672,633	158,295	357,486	(315,147)	53%
<b>Total Expenditures</b>	<b>3,060,191</b>	<b>177,070</b>	<b>2,575,003</b>	<b>(485,188)</b>	<b>84%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>15,801,938</b>	<b>127,417</b>	<b>218,514</b>	<b>(15,583,424)</b>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in (GF Hwy Alloc)	300,000	—	300,000	—	100%
Operating transfers out (CIP, OSP)	(8,286,769)	—	—	8,286,769	—%
<b>Total other Financing Sources (Uses)</b>	<b>(7,986,769)</b>	<b>—</b>	<b>300,000</b>	<b>8,286,769</b>	
<b>NET FUND ACTIVITY</b>	<b>\$ 7,815,169</b>	<b>\$ 127,417</b>	<b>\$ 518,514</b>	<b>\$ (7,296,655)</b>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Ninth Month Ending June 30, 2023**

**75% of the Fiscal Year 2023**

**Capital Improvement Program Fund**

	<b>Budget</b> <b>(12 month)</b>	<b>Ninth MTD</b> <b>Actual</b>	<b>YTD</b> <b>Actual</b>	<b>Over(under)</b> <b>Budget</b>	<b>% of Budget</b> <b>Used</b>
<b>REVENUES</b>					
Interest income	\$ 22,305	\$ 9,610	\$ 42,239	\$ 19,934	189%
Grant income	330,000	—	—	(330,000)	—%
Special assessment	—	—	—	—	—%
Other income	—	—	—	—	—%
<b>Total Revenues</b>	<b>352,305</b>	<b>9,610</b>	<b>42,239</b>	<b>(310,066)</b>	<b>12%</b>
<b>EXPENDITURES</b>					
Administration	—	—	—	—	—%
Other	—	—	—	—	—%
<b>Total Expenditures</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>352,305</b>	<b>9,610</b>	<b>42,239</b>	<b>(310,066)</b>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in (GF, DSF, LF)	6,850,000	—	—	(6,850,000)	—%
Operating transfers out (DSF)	—	—	—	—	—%
Bond proceeds	—	—	—	—	—%
Capital outlay	(7,874,305)	(409,162)	(1,954,430)	5,919,875	25%
<b>Total other Financing Sources (Uses)</b>	<b>(1,024,305)</b>	<b>(409,162)</b>	<b>(1,954,430)</b>	<b>(930,125)</b>	<b>191%</b>
<b>NET FUND ACTIVITY</b>	<b>\$ (672,000)</b>	<b>\$ (399,552)</b>	<b>\$ (1,912,190)</b>	<b>\$ (1,240,190)</b>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Ninth Month Ending June 30, 2023**

**75% of the Fiscal Year 2023**

**Lottery Fund**

	Budget (12 month)	Ninth MTD Actual	YTD Actual	Over(under) Budget	% of Budget Used
<b>REVENUES</b>					
Lottery Rev/Community Betterment	\$ 900,000	\$ 108,106	\$ 693,805	\$ (206,195)	77%
Lottery Tax Form 51	313,043	26,024	241,677	(71,366)	77%
Interest income	14,325	564	25,920	11,595	181%
Miscellaneous / Other	—	—	600	600	—%
<b>Total Revenues</b>	<b>1,227,368</b>	<b>134,694</b>	<b>962,002</b>	<b>(265,366)</b>	<b>78%</b>
<b>EXPENDITURES</b>					
Professional Services	109,580	1,062	34,651	(74,929)	32%
Salute to Summer	—	—	—	—	—%
Community Events	361,550	19,952	274,237	(87,313)	76%
Events - Marketing	50,000	10,039	18,685	(31,315)	37%
Recreation Events	—	—	—	—	—%
Concert & Movie Nights	—	—	—	—	—%
State Taxes	313,043	26,024	241,677	(71,366)	77%
<b>Total Expenditures</b>	<b>834,174</b>	<b>57,078</b>	<b>569,250</b>	<b>(264,923)</b>	<b>68%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>393,195</b>	<b>77,616</b>	<b>392,752</b>	<b>(443)</b>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	—	—	—	—	—
Operating transfers out (GF, SF, DSF, CIP)	(723,800)	—	—	723,800	—%
<b>Total other Financing Sources (Uses)</b>	<b>(723,800)</b>	<b>—</b>	<b>—</b>	<b>723,800</b>	<b>—%</b>
<b>NET FUND ACTIVITY</b>	<b>\$ (330,605)</b>	<b>\$ 77,616</b>	<b>\$ 392,752</b>	<b>\$ 723,357</b>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Ninth Month Ending June 30, 2023**

**75% of the Fiscal Year 2023**

**Economic Development Program Fund**

	<b>Budget (12 month)</b>	<b>Ninth MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>	<b>% of Budget Used</b>
<b>REVENUES</b>					
Other Income (Grant Payments)	\$ 145,747	\$ 17,989	\$ 146,236	\$ 489	100%
Interest income	—	6,044	45,531	45,531	—%
<b>Total Revenues</b>	<b>145,747</b>	<b>24,033</b>	<b>191,767</b>	<b>46,020</b>	<b>132%</b>
<b>EXPENDITURES</b>					
Professional Services	—	—	—	—	—%
Financial / Legal Fees	500	—	800	300	160%
Debt service: (Warrants)					
Principal	1,050,000	—	1,050,000	—	100%
Interest	99,136	—	99,136	—	100%
<b>Total Expenditures</b>	<b>1,149,636</b>	<b>—</b>	<b>1,149,936</b>	<b>300</b>	<b>100%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>(1,003,889)</b>	<b>24,033</b>	<b>(958,168)</b>	<b>45,720</b>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in (GF, DSF)	1,034,681	—	1,034,681	—	100%
Operating transfers out	—	—	—	—	—%
Bond proceeds	—	—	—	—	—%
Community Development - Grant	(5,500,000)	(3,000,000)	(4,939,031)	560,969	90%
<b>Total other Financing Sources (Uses)</b>	<b>(4,465,319)</b>	<b>(3,000,000)</b>	<b>(3,904,350)</b>	<b>560,969</b>	<b>87%</b>
<b>NET FUND ACTIVITY</b>	<b>\$ (5,469,208)</b>	<b>\$ (2,975,967)</b>	<b>\$ (4,862,518)</b>	<b>\$ 606,689</b>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Ninth Month Ending June 30, 2023**

**75% of the Fiscal Year 2023**

**Off Street Parking Fund**

	<b>Budget (12 month)</b>	<b>Ninth MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>	<b>% of Budget Used</b>
<b>REVENUES</b>					
Garage fees	\$ —	\$ 965	\$ 9,906	\$ 9,906	—%
Interest income	1,010	3,688	49,382	48,372	4889%
<b>Total Revenues</b>	<b>1,010</b>	<b>4,653</b>	<b>59,289</b>	<b>58,279</b>	<b>5870%</b>
<b>EXPENDITURES</b>					
General & Administrative	1,480	100	450	(1,030)	30%
Professional Services	170,465	14,443	137,834	(32,631)	81%
Maintenance	16,155	—	7,569	(8,586)	47%
Commodities	11,210	—	4,067	(7,143)	36%
Debt service:					
Principal	1,210,000	—	647,771	(562,229)	54%
Interest	576,769	14,755	238,545	(338,224)	41%
<b>Total Expenditures</b>	<b>1,986,079</b>	<b>29,298</b>	<b>1,036,237</b>	<b>(949,842)</b>	<b>52%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>(1,985,069)</b>	<b>(24,644)</b>	<b>(976,949)</b>	<b>1,008,121</b>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in (GF, DSF, RDF)	2,682,624	—	—	(2,682,624)	—%
Operating transfers out	(300,000)	—	(298,669)	1,331	100%
Bond proceeds	—	—	—	—	—%
Capital Improvement	(9,354,000)	(536,653)	(6,615,496)	2,738,504	71%
<b>Total other Financing Sources (Uses)</b>	<b>(6,971,376)</b>	<b>(536,653)</b>	<b>(6,914,165)</b>	<b>57,211</b>	<b>99%</b>
<b>NET FUND ACTIVITY</b>	<b>\$ (8,956,445)</b>	<b>\$ (561,297)</b>	<b>\$ (7,891,114)</b>	<b>\$ 1,065,331</b>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Ninth Month Ending June 30, 2023**

**75% of the Fiscal Year 2023**

**Redevelopment Fund**

	<b>Budget</b> (12 month)	<b>Ninth MTD</b> <b>Actual</b>	<b>YTD</b> <b>Actual</b>	<b>Over(under)</b> <b>Budget</b>	<b>% of Budget</b> <b>Used</b>
<b>REVENUES</b>					
Sales and use taxes	\$ 2,430,603	\$ 243,965	\$ 1,826,878	(603,725)	75%
Occupation and franchise taxes	57,586	16	174	(57,412)	—%
Interest income	19,585	57,495	281,986	262,401	1440%
<b>Total Revenues</b>	<b>2,507,774</b>	<b>301,476</b>	<b>2,109,038</b>	<b>(398,736)</b>	<b>84%</b>
<b>EXPENDITURES</b>					
Professional Services	285,000	8,183	46,744	(238,256)	16%
Financial / Legal Fees	1,750	—	850	(900)	49%
Debt service: (Warrants)				—	—%
Principal	1,350,000	—	—	(1,350,000)	—%
Interest	1,329,914	—	664,957	(664,957)	50%
<b>Total Expenditures</b>	<b>2,966,664</b>	<b>8,183</b>	<b>712,551</b>	<b>(2,254,113)</b>	<b>24%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>(458,890)</b>	<b>293,293</b>	<b>1,396,487</b>	<b>1,855,377</b>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	—	—	—	—	—%
Operating transfers out (OSP)	—	—	—	—	—%
Bond proceeds	—	—	—	—	—%
Capital Improvement	(17,786,142)	(7,902)	(9,680,390)	8,105,752	54%
<b>Total other Financing Sources (Uses)</b>	<b>(17,786,142)</b>	<b>(7,902)</b>	<b>(9,680,390)</b>	<b>8,105,752</b>	
<b>NET FUND ACTIVITY</b>	<b>\$(18,245,032)</b>	<b>\$ 285,391</b>	<b>\$ (8,283,903)</b>	<b>\$ 9,961,129</b>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Ninth Month Ending June 30, 2023**

**75% of the Fiscal Year 2023**

**Police Academy Fund**

	<b>Budget</b> (12 month)	<b>Ninth MTD</b> <b>Actual</b>	<b>YTD</b> <b>Actual</b>	<b>Over(under)</b> <b>Budget</b>	<b>% of budget</b> <b>Used</b>
<b>REVENUES</b>					
Academy income	\$ 214,500	\$ —	\$ 185,132	\$ (29,368)	86%
Interest income	140	82	618	478	441%
Other income	—	—	—	—	—%
<b>Total Revenues</b>	<b>214,640</b>	<b>82</b>	<b>185,749</b>	<b>(28,891)</b>	<b>87%</b>
<b>EXPENDITURES</b>					
Personnel Services	184,165	14,044	133,825	(50,340)	73%
Commodities	2,150	—	1,801	(349)	84%
Contract Services	10,450	271	6,473	(3,977)	62%
Other Charges	5,500	84	10,221	4,721	186%
<b>Total Expenditures</b>	<b>202,265</b>	<b>14,398</b>	<b>152,320</b>	<b>(49,944)</b>	<b>75%</b>
<b>REVENUES NET OF EXPENDITURES</b>	<b>12,375</b>	<b>(14,316)</b>	<b>33,429</b>	<b>21,054</b>	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in (GF)	—	—	—	—	—%
Operating transfers out	—	—	—	—	—%
<b>Total other Financing Sources (Uses)</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	
<b>NET FUND ACTIVITY</b>	<b>\$ 12,375</b>	<b>\$ (14,316)</b>	<b>\$ 33,429</b>	<b>\$ 21,054</b>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Ninth Month Ending June 30, 2023**

**75% of the Fiscal Year 2023**

**TIF 1A Fund**

	<b>Budget (12 month)</b>	<b>Ninth MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>	<b>% of Budget Used</b>
<b>REVENUES</b>					
Property Tax	\$ 389,569	\$ —	\$ 191,906	(197,663)	49%
<b>Total Revenues</b>	<b>389,569</b>	<b>—</b>	<b>191,906</b>	<b>(197,663)</b>	<b>49%</b>
<b>EXPENDITURES</b>					
TIF Distributed Funds	385,673	189,987	189,987	(195,686)	49%
Contract Services	3,896	—	1,919	(1,977)	49%
<b>Total Expenditures</b>	<b>389,569</b>	<b>189,987</b>	<b>191,906</b>	<b>(197,663)</b>	<b>49%</b>
<b>REVENUES NET OF EXPENDITURES</b>					
	—	(189,987)	—	—	—
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	—	—	—	—	—%
Operating transfers out	—	—	—	—	—%
<b>Total other Financing Sources (Uses)</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>
<b>NET FUND ACTIVITY</b>					
	<b>\$ —</b>	<b>\$ (189,987)</b>	<b>\$ —</b>	<b>\$ —</b>	<b>—</b>

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Ninth Month Ending June 30, 2023**

**75% of the Fiscal Year 2023**

**TIF 1B Fund**

	<b>Budget (12 month)</b>	<b>Ninth MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>	<b>% of Budget Used</b>
<b>REVENUES</b>					
Property Tax	\$ 491,954	\$ —	\$ 242,341	(249,613)	49%
<b>Total Revenues</b>	<b>491,954</b>	<b>—</b>	<b>242,341</b>	<b>(249,613)</b>	<b>49%</b>
<b>EXPENDITURES</b>					
TIF Distributed Funds	487,034	239,918	239,918	(247,116)	49%
Contract Services	4,920	—	2,423	(2,497)	49%
<b>Total Expenditures</b>	<b>491,954</b>	<b>239,918</b>	<b>242,341</b>	<b>(249,613)</b>	<b>49%</b>
<b>REVENUES NET OF EXPENDITURES</b>					
	—	(239,918)	—	—	—
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	—	—	—	—	—%
Operating transfers out	—	—	—	—	—%
<b>Total other Financing Sources (Uses)</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>
<b>NET FUND ACTIVITY</b>					
	<b>\$ —</b>	<b>\$ (239,918)</b>	<b>\$ —</b>	<b>\$ —</b>	<b>—</b>

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Ninth Month Ending June 30, 2023**

**75% of the Fiscal Year 2023**

**Sewer Reserve Fund**

	<b>Budget (12 month)</b>	<b>Ninth MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>	<b>% of Budget Used</b>
<b>REVENUES</b>					
Interest income	\$ 6,910	\$ 537	\$ 18,192	11,282	263%
<b>Total Revenues</b>	<b>6,910</b>	<b>537</b>	<b>18,192</b>	<b>11,282</b>	<b>263%</b>
<b>EXPENDITURES</b>					
Other	—	—	—	—	—%
<b>Total Expenditures</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—%</b>
<b>REVENUES NET OF EXPENDITURES</b>					
	6,910	537	18,192	11,282	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	220,633	—	220,633	—	100%
Operating transfers out	—	—	—	—	—%
<b>Total other Financing Sources (Uses)</b>	<b>220,633</b>	<b>—</b>	<b>220,633</b>	<b>—</b>	
<b>NET FUND ACTIVITY</b>					
	\$ 227,543	\$ 537	\$ 238,825	\$ 11,282	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Ninth Month Ending June 30, 2023**

**75% of the Fiscal Year 2023**

**Qualified Sinking Fund**

	<b>Budget (12 month)</b>	<b>Ninth MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>	<b>% of Budget Used</b>
<b>REVENUES</b>					
Interest income	\$ 2,740	\$ 1,993	\$ 8,179	5,439	298%
<b>Total Revenues</b>	<b>2,740</b>	<b>1,993</b>	<b>8,179</b>	<b>5,439</b>	<b>298%</b>
<b>EXPENDITURES</b>					
Other	—	—	—	—	—%
<b>Total Expenditures</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—%</b>
<b>REVENUES NET OF EXPENDITURES</b>					
	2,740	1,993	8,179	5,439	
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	250,000	—	—	(250,000)	—%
Operating transfers out	—	—	—	—	—%
<b>Total other Financing Sources (Uses)</b>	<b>250,000</b>	<b>—</b>	<b>—</b>	<b>(250,000)</b>	
<b>NET FUND ACTIVITY</b>					
	<b>\$ 252,740</b>	<b>\$ 1,993</b>	<b>\$ 8,179</b>	<b>\$ (244,561)</b>	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Ninth Month Ending June 30, 2023**

**75% of the Fiscal Year 2023**

**TIF 1C Fund**

	<b>Budget</b> <b>(12 month)</b>	<b>Ninth MTD</b> <b>Actual</b>	<b>YTD</b> <b>Actual</b>	<b>Over(under)</b> <b>Budget</b>	<b>% of Budget</b> <b>Used</b>
<b>REVENUES</b>					
Property Tax	\$ 48,302	\$ —	\$ 23,794	(24,508)	49%
<b>Total Revenues</b>	<b>48,302</b>	<b>—</b>	<b>23,794</b>	<b>(24,508)</b>	<b>49%</b>
<b>EXPENDITURES</b>					
TIF Distributed Funds	47,819	23,556	23,556	(24,263)	49%
Contract Services	483	—	238	(245)	49%
<b>Total Expenditures</b>	<b>48,302</b>	<b>23,556</b>	<b>23,794</b>	<b>(24,508)</b>	<b>49%</b>
<b>REVENUES NET OF EXPENDITURES</b>					
	—	(23,556)	—	—	—
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	—	—	—	—	—%
Operating transfers out	—	—	—	—	—%
<b>Total other Financing Sources (Uses)</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>
<b>NET FUND ACTIVITY</b>					
	\$ —	\$ (23,556)	\$ —	\$ —	

**CITY OF LA VISTA, NEBRASKA**  
**COMBINED STATEMENT OF REVENUES, EXPENDITURES**  
**AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES**

**For the Ninth Month Ending June 30, 2023**

**75% of the Fiscal Year 2023**

**TIF 1D Fund**

	<b>Budget (12 month)</b>	<b>MTD Actual</b>	<b>YTD Actual</b>	<b>Over(under) Budget</b>	<b>% of Budget Used</b>
<b>REVENUES</b>					
Property Tax	\$ 21,672	\$ —	\$ 10,676	(10,996)	49%
<b>Total Revenues</b>	<b>21,672</b>	<b>—</b>	<b>10,676</b>	<b>(10,996)</b>	<b>49%</b>
<b>EXPENDITURES</b>					
TIF Distributed Funds	21,455	10,569	10,569	(10,886)	49%
Contract Services	217	—	107	(110)	49%
<b>Total Expenditures</b>	<b>21,672</b>	<b>10,569</b>	<b>10,676</b>	<b>(10,996)</b>	<b>49%</b>
<b>REVENUES NET OF EXPENDITURES</b>					
	—	(10,569)	—	—	—
<b>OTHER FINANCING SOURCES (USES)</b>					
Operating transfers in	—	—	—	—	—%
Operating transfers out	—	—	—	—	—%
<b>Total other Financing Sources (Uses)</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>
<b>NET FUND ACTIVITY</b>					
	<b>\$ —</b>	<b>\$ (10,569)</b>	<b>\$ —</b>	<b>\$ —</b>	<b>—</b>

Approved for payment  
BF 8/3/23  
16.71.0917-STR17005

Design Workshop, Inc.  
Landscape Architecture  
Planning  
Urban Design  
Strategic Services

August 1, 2023  
Invoice No: 0075134

Cindy Miserez  
City of La Vista  
8116 Parkview Blvd.  
La Vista, NE 68128

**Current Invoice Total** **\$11,582.50**

Project 006605.00 La Vista - 84th Street Bridge

**Professional Services from July 1, 2023 to July 31, 2023**

Task 001 1.1 Preliminary Design  
Fee

	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
Design Workshop	18,400.00	100.00	18,400.00	18,400.00	0.00
Consultant	1,500.00	0.00	0.00	0.00	0.00
Reimbursable Expenses	2,000.00	5.45	109.00	109.00	0.00

**Total Fee** **0.00**

**Total this Task** **0.00**

Task 002 1.2 Final Design  
Fee

	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
Design Workshop	27,600.00	58.4783	16,140.00	13,740.00	2,400.00
Consultant	3,000.00	52.9583	1,588.75	1,588.75	0.00
Reimbursable Expenses	2,000.00	0.437	8.74	8.74	0.00

**Total Fee** **2,400.00**

**Total this Task** **\$2,400.00**

Task 003 2.0 Civil and Structural  
Fee

	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
Schemmer	152,270.00	49.9343	76,035.00	66,852.50	9,182.50
Reimbursable Expenses	2,000.00	0.00	0.00	0.00	0.00

**Total Fee** **9,182.50**

**DESIGNWORKSHOP**

Aspen • Austin • Chicago • Denver • Houston • Lake Tahoe • Los Angeles • Raleigh  
1390 Lawrence Street, Suite 100, Denver, Colorado 80204 • 303-623-5186

Project	006605.00	La Vista - 84th Street Bridge	Invoice	0075134
			<b>Total this Task</b>	<b>\$9,182.50</b>
			<b>Total this Invoice</b>	<b><u>\$11,582.50</u></b>
<b>Outstanding Invoices</b>				
<b>Number</b>		<b>Date</b>		<b>Balance</b>
0074950		7/10/2023		4,125.00
<b>Total</b>				<b>4,125.00</b>
			<b>Total Now Due</b>	<b>\$15,707.50</b>

Please include invoice number on remittance to:

1390 Lawrence Street, Suite 100, Denver, CO 80204

**DESIGNWORKSHOP**

Aspen • Austin • Chicago • Denver • Houston • Lake Tahoe • Los Angeles • Raleigh  
1390 Lawrence Street, Suite 100, Denver, Colorado 80204 • 303-623-5186

## APPLICATION AND CERTIFICATION FOR PAYMENT

## AIA DOCUMENT G702

PAGE ONE OF \_\_\_\_\_ PAGES \_\_\_\_\_

TO OWNER: City of LaVista  
8116 Park View Blvd.  
LaVista, NE 68128

FROM CONTRACTOR:  
Sampson Construction Co., Inc.  
5825 South 14th Street  
Lincoln, NE 68512

CONTRACT FOR: General

PROJECT: LaVista Parking Garage 2  
LaVista, Nebraska

VIA ARCHITECT: Matthew Gulsvig @ DLR Group  
[mgulsvig@dlrgroup.com](mailto:mgulsvig@dlrgroup.com)  
[jtegels@dlrgroup.com](mailto:jtegels@dlrgroup.com)  
[dpenka@dlrgroup.com](mailto:dpenka@dlrgroup.com)  
[jchase@dlrgroup.com](mailto:jchase@dlrgroup.com)

APPLICATION NO: 20

PERIOD TO: 7/31/2023

PROJECT NOS: 21108

CONTRACT DATE: September 22, 2021

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM  
2. Net change by Change Orders  
3. CONTRACT SUM TO DATE (Line 1 ± 2)  
4. TOTAL COMPLETED & STORED TO  
DATE (Column G on G703)

## 5. RETAINAGE:

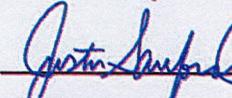
a. % of  
(Column D + E on G703) \$ 706,646.00  
b. % of Stored Material  
(Column F on G703) \$ \_\_\_\_\_  
Total Retainage (Lines 5a + 5b or

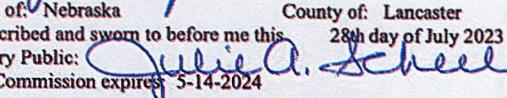
Total in Column I of G703) \$ 706,646.00  
6. TOTAL EARNED LESS RETAINAGE  
(Line 4 Less Line 5 Total) \$ 11,294,874.00  
7. LESS PREVIOUS CERTIFICATES FOR  
PAYMENT (Line 6 from prior Certificate) \$ 10,739,795.00  
8. CURRENT PAYMENT DUE \$ 555,079.00  
9. BALANCE TO FINISH, INCLUDING RETAINAGE  
(Line 3 less Line 6) \$ 1,238,812.87

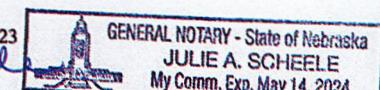
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$63,411.44	\$43,724.57
Total approved this Month		
TOTALS	\$63,411.44	\$43,724.57
NET CHANGES by Change Order	\$19,686.87	

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

CONTRACTOR: Sampson Construction Co., Inc.

By:  Date: 7/28/23

State of: Nebraska County of: Lancaster  
Subscribed and sworn to before me this 28th day of July 2023  
Notary Public:   
My Commission expires: 5-14-2024



## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... \$ 555,079.00

LJT

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: DLR Group  
By: Matthew Gulsvig, AIA Initially signed by Matthew Gulsvig, AIA  
DN-COLG\_E-Mail:mgulsvig@dlrgroup.com, O=DLR Group,  
DLR-Architect, Ctr=Matthew Gulsvig, AIA\*  
Date: 2023.08.01 16:39:11-0500 Date: 8/1/2023

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

04/20 Pay  
PMO 01/5/23  
15.71.C917.000 - CM/0V18002

# CONTINUATION SHEET

## AIA DOCUMENT G703

PAGE OF PAGES

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

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

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

APPLICATION NO: 20  
APPLICATION DATE: 7/28/2023  
PERIOD TO: 7/31/2023  
ARCHITECT'S PROJECT NO: 21108

### LAVISTA PARKING GARAGE 2

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	REINFORCING STEEL	701,000	701,000			701,000	100%		35,050
2	POST TENSION CABLE	197,000	197,000			197,000	100%		9,850
3	FOOTINGS & POURED WALLS	1,239,000	1,239,000			1,239,000	100%		61,950
4	CAST IN PLACE COLUMNS	233,000	233,000			233,000	100%		11,650
5	SLAB AND BEAM FORMWORK	1,426,000	1,426,000			1,426,000	100%		71,300
6	CONCRETE SLABS	1,761,000	1,761,000			1,761,000	100%		88,050
7	STRUCTURAL PRECAST	1,522,000	1,522,000			1,522,000	100%		76,100
8	MASONRY	39,000	36,000	3,000		39,000	100%	•	1,950
9	STEEL MATERIAL	349,000	345,492	3,508		349,000	100%	•	17,450
10	STEEL & PRECAST ERECTION	199,000	191,971	7,029		199,000	100%	•	19,900
11	ROUGH CARPENTRY	6,000	6,000			6,000	100%		600
12	SPRAY FOAM INSULATION	6,000	6,000			6,000	100%		300
13	TRAFFIC COATING	8,000						8,000	0
14	WATERPROOFING	94,455	84,827			84,827	90%	9,628	8,483
15	WATER REPELLANTS	2,000						2,000	0
16	ROOFING & FLASHING	62,000	60,000	2,000		62,000	100%	•	6,200
17	METAL WALL PANELS	941,000	896,066	44,934		941,000	100%	•	47,050
18	JOINT SEALANTS	153,232	73,000	39,000		112,000	73%	•	41,232
19	PREFORMED JOINT SEALS	7,545	7,545			7,545	100%		755
20	FIRESTOPPING	6,000	4,000	2,000		6,000	100%	•	300
21	HOLLOW METAL FRAMES/DOORS/HARDWARE	44,000	41,240	2,760		44,000	100%	•	2,200
22	ALUMINUM & GLAZING	305,000	176,790	100,000		276,790	91%	•	28,210
23	METAL STUDS & DRYWALL	108,000	100,167	7,833		108,000	100%	•	5,400
24	TILE & RESILIENT FLOORING	4,000						4,000	0
25	PAINT	230,000	178,880	41,120		220,000	96%	•	10,000
26	SEALED CONCRETE	3,768						3,768	0
27	MISC. SPECIALTIES	5,000	5,000			5,000	100%		250
28	SIGNAGE	108,000		30,000		30,000	28%	•	78,000
29	PARKING ACCESS/REVENUE CONTROL SYSTEM	102,000	55,000			55,000	54%	•	47,000
30	ELEVATOR	265,000	93,889	100,000		193,889	73%	•	71,111
									19,389

# CONTINUATION SHEET

## AIA DOCUMENT G703

PAGE OF PAGES

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

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

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

APPLICATION NO: 20  
 APPLICATION DATE: 7/28/2023  
 PERIOD TO: 7/31/2023  
 ARCHITECT'S PROJECT NO: 21108

### LAVISTA PARKING GARAGE 2

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
31	FIRE SPRINKLER	47,000	42,300	4,700		47,000	100%		4,700
32	PLUMBING & HVAC	352,000	336,058	8,000		344,058	98%	7,942	17,600
33	ELECTRICAL	861,000	614,000	70,000		684,000	79%	177,000	68,400
34	EXCAVATION & SITE DEMO	276,000	276,000			276,000	100%		13,800
35	AUGER CAST PILING	323,000	323,000			323,000	100%		16,150
36	PAVING & SIDEWALKS	100,000		90,000		90,000	90%	10,000	9,000
37	PAVEMENT MARKING	14,000						14,000	0
38	LANDSCAPING & IRRIGATION	19,000						19,000	0
39	SEGMENTAL RETAINING WALL	45,000						45,000	0
40	UTILITIES	280,000	262,040	17,960		280,000	100%		14,000
41	PERFORMANCE & PAYMENT BOND	63,000	63,000			63,000	100%		3,150
42	BUILDERS RISK INSURANCE	7,000	7,000			7,000	100%		350
43	OWNER CHANGE ORDER #2	(43,725)						(43,725)	0
44	OWNER CHANGE ORDER #3	63,411	30,500	32,911		63,411	100%		6,341
GRAND TOTALS		12,533,686	11,394,765	606,755		12,001,520	96%	532,166	706,646



5022 S 114th Street  
Suite 200  
Omaha, NE 68137  
(712) 323-0530

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

## INVOICE

Invoice Number: 702619-21  
Date: July 28, 2023  
Client Code: 7220  
P.O. Number: 20-008340

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

**Construction Observation, Administration & Testing Through: July 15, 2023**

	Hours	Rate	Current Period	Billed To Date
<b>001: Phase I Investigation (LS \$53,340)</b>		90% Complete		<b>\$48,006.00</b>
<b>002: Trekk (\$90,420) (Hrly)</b>				<b>\$89,172.71</b>
<b>003: Thiele Geotech (\$18,675) (Hrly)</b>				<b>\$19,200.00</b>
<b>004: Emspace &amp; Lovgren (\$9,775) (Hrly)</b>				<b>\$11,809.67</b>
<b>005: Amendment 1 HGM (LS \$923)</b>		100% Complete		<b>\$923.00</b>
<b>006: Amendment 1 TREKK (\$4,000) (Hrly)</b>				<b>\$4,000.00</b>
<b>007: Phase 2 Final Design (Hrly)</b>				<b>\$201,345.71</b>
<b>008: Phase 2 Final Design TREKK (Hrly)</b>				<b>\$64,665.61</b>
<b>009: Phase 2 Final Design Emspace (Hrly)</b>				<b>\$10,763.73</b>
<b>010: Midwest Right of Way (\$58,725) (Hrly)</b>				<b>\$20,205.00</b>
<b>011: Construction Admin (Hrly)</b>				
Design Engineer	144.00	136.32	\$19,630.08	
Design Engineer	110.25	140.00	\$15,435.00	
Engineer Technician	9.75	116.80	\$1,138.80	
Senior Project Engineer	1.00	239.62	\$239.62	
			<b>\$36,443.50</b>	<b>\$153,792.26</b>

	Hours	Rate	Current Period	Billed To Date
--	-------	------	----------------	----------------

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

Thiele Geotech, Inc.		\$2,751.00	
		<u>\$2,751.00</u>	\$5,310.00

Total Amount Billed	\$629,193.69
Less Previous Invoices	<u>\$589,999.19</u>
<b>Invoice Total</b>	<b><u>\$39,194.50</u></b>

## Outstanding Invoices

Invoice	0 - 30	31 - 60	61-90	Over 90	Balance
---------	--------	---------	-------	---------	---------

OH PAY  
 PMN 8/5/23  
 02.71.0917.000-SEUR B001  
 (48-) X FLEET = \$14,813.36  
 (50-) STREET = \$30,381.14



Reference Invoice Number with Payment

**HDR Engineering Inc.**  
**Omaha, NE 68106-2973**  
**Phone: (402) 399-1000**

HDR Invoice No. 1200543625  
 Invoice Date 03-AUG-2023  
 Invoice Amount Due \$706.59  
 Payment Terms 30 NET

**City of La Vista**  
**Rita Ramirez**  
**8116 Park View Blvd**  
**La Vista, NE 68128**

Remit To PO Box 74008202  
 ACH/EFT Payments Chicago, IL 60674-8202  
 Bank of America ML US  
 ABA# 081000032  
 Account# 355004076604

RRamirez@cityoflavista.org

Project Management for Services for Public Improvements and Other Works.

Purchase Order : 20-008348

Professional Services  
 From: 02-JUL-2023 To: 29-JUL-2023

Professional Services Summarization	Hours	Billing Rate	Amount
Communications Coordinator	0.75		100.98
Project Controller	0.50		65.37
Project Manager	2.00		540.24
	3.25		<b>\$706.59</b>
<b>Total Professional Services</b>			<b>\$706.59</b>

Amount Due This Invoice (USD)

\$706.59

Fee Amount	\$670,695.00
Fee Invoiced to Date	\$546,244.67
Fee Remaining	\$124,450.33

*R. Ramirez*  
 8-7-23  
 16.53.0303.000

# Invoice

HDR Invoice No. 1200543625  
Invoice Date 03-AUG-2023

## Professional Services and Expense Detail

Project Number:	10053040	Project Description:	LaVista-Project Mgmt Svcs
Task Number:	1.0	Task Description:	Project Management
<b>Professional Services</b>			
		Hours	Billing Rate
Communications Coordinator	Meszler, Christopher S	0.25	131.19
Project Controller	Sayler, Jonathan James	0.50	130.74
Project Manager	Koenig, Christopher J	2.00	270.12
		2.75	\$638.41
		<b>Total Professional Services</b>	<b>\$638.41</b>
		<b>Total Task</b>	<b>\$638.41</b>

## Professional Services and Expense Detail

Project Number:	10053040	Project Description:	LaVista-Project Mgmt Svcs
Task Number:	3.0	Task Description:	Public Outreach
<b>Professional Services</b>			
		Hours	Billing Rate
Communications Coordinator	Veldhouse, Kristen Lynn	0.50	136.35
		0.50	\$68.18
		<b>Total Professional Services</b>	<b>\$68.18</b>
		<b>Total Task</b>	<b>\$68.18</b>



League of Nebraska Municipalities  
1335 L Street  
Lincoln, NE 68508  
402-476-2829

## Invoice

Date	Invoice #
8/4/2023	193400

Bill To  
La Vista  
8116 Park View Blvd.  
La Vista, NE 68128-2198

P.O. No.	Terms
Rate	Amount
55,021.00	55,021.00
	0.00

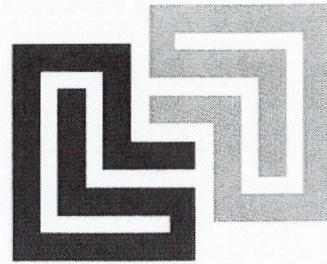
Total

\$55,021.00

Please send a copy of this invoice with your payment.



# MEMO



**TO:** Cindy Miserez, Finance Director  
**FROM:** Pat Dowse, City Engineer  
**CC:**  
**DATE:** July 8, 2022  
**RE:** Quarter 2 Sewer Fees to the **City of Omaha**

---

Herewith is my letter and report for Quarter 2 of 2022 Sewer Fees for connections to the Stonybrook Outfall Sewer to Ron Bartlett at the City of Omaha. To my knowledge, there were two (2) building and connection fees collected within the Stonybrook Outfall Sewer catchment area for the reporting area. As a matter of record keeping, the attached report was generated.

If you agree with my findings, please send my report letter and worksheet onto Ron Bartlett at the address on my letter.

Please feel free to contact me if you have questions, or do not agree.

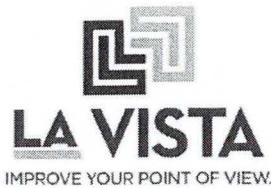
Attachments

02.00.0052.001

15,832.47

50,756.59

66,589.06



July 8, 2022

Mr. Ron Bartlett  
City of Omaha-EQCD  
5600 South 10<sup>th</sup> Street  
Omaha, NE 68107-3501

RE: Omaha-La Vista WSA  
Sanitary Sewer Connection Fee Reporting  
Quarter 2 of 2022

Dear Ron,

In accordance with Amendment No. 3 to the Wastewater Service Agreement between the City of Omaha and the City of La Vista, we are submitting this report for the 2nd quarter of 2022. There were two (2) connections to the Stonybrook Outfall within the quarter to report. The following is a summary of the properties for which the fees were applicable and have been collected:

12410 Westport Parkway	Starbucks – shell only building
12434 Westport Parkway	North lot strip mall – shell only

If you have questions about this report, please contact me.

This submittal makes the City of La Vista current in the remittance of sewer connection fees to the City of Omaha, to the best of my knowledge.

Submitted by:

Patrick M. Dowse, P.E.  
City Engineer

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

**Community Development**  
8116 Park View Blvd.  
402.593.6400 F  
402.593.6445 I

**Library**  
9110 Giles Rd.  
402.537.3900 F  
402.537.3902 I

**Police**  
7701 S. 96th St.  
402.331.1582 F  
402.331.7210 I

**Public Works**  
9900 Portal Rd.  
402.331.8927 F  
402.331.0051 I

**Recreation**  
8116 Park View Blvd.  
402.331.3455 F  
402.331.0299 I



Enclosure

Cc Ms. Cindy Miserez, La Vista Finance Director w/encl

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

**Community Development**  
8116 Park View Blvd.  
402.593.6400 □  
402.593.6445 □

**Library**  
9110 Giles Rd.  
402.537.3900 □  
402.537.3902 □

**Police**  
7701 S. 96th St.  
402.331.1582 □  
402.331.7210 □

**Public Works**  
9900 Portal Rd.  
402.331.8927 □  
402.331.1051 □

**Recreation**  
8116 Park View Blvd.  
402.331.3455 □  
402.331.0299 □

[CityofLaVista.org](http://CityofLaVista.org)

**City Of La Vista  
Remittance Calculation to Omaha  
Quarterly Report to City of Omaha**

**Date** 8-Jul-22

Project Multi-Family	Legal None	Address	Acres Units	La Vista	La Vista	Omaha
				Tract Fee Rate	Tract Conn Fee Collected	Sr. Conn. Fee Remitted, 95%
				0 Units	\$1,117.00 per Unit	\$ - -
Comm/Ind						
Southport Parkway	Lot 2, Southport Parkway Replat 7	12410 Westport Parkway	0.7 Acres	\$7,407.00 per Acre	\$ 5,184.90	\$ 4,925.66
Southport Parkway	Lot 1, Southport Parkway Replat 7	12434 Westport Parkway	1.55 Acres	\$7,407.00 per Acre	\$ 11,480.85	\$ 10,906.81
<b>Total</b>					\$ 15,832.47	



August 1, 2023

Mr. Ron Bartlett  
City of Omaha-EQCD  
5600 South 10<sup>th</sup> Street  
Omaha, NE 68107-3501

RE: Omaha-La Vista WSA  
Sanitary Sewer Connection Fee Reporting  
Quarter 2 of 2023

Dear Ron,

In accordance with Amendment No. 3 to the Wastewater Service Agreement between the City of Omaha and the City of La Vista, we are submitting this report for the 2nd quarter of 2023. There were two (2) connections to the Stonybrook Outfall within the quarter to report. The following is a summary of the properties for which the fees were applicable and have been collected:

8121 S. 125 <sup>th</sup> St.	Smash Park
7769 S. 133 <sup>rd</sup> St.	Centech Flex Building II

Upon further review of previous reports and files, the following two (2) corrections from the Quarter 4 of 2022 are to be made as listed below:

13423 Chandler Road	Centech Flex Building
13356 Centech Road	Abante Holdings

The Centech Flex Building was errantly left off of the Q4 2022 Report. The fee value was added to this remittance. The Abante Holdings Building calculations were incorrectly summarized on the Q4 2022 report as the proposed building was on a portion of the replatted lot, and should have not included the existing building previously constructed.

If you have questions about this report, please contact me.



[CityofLaVista.org](http://CityofLaVista.org)



This submittal makes the City of La Vista current in the remittance of sewer connection fees to the City of Omaha, to the best of my knowledge.

Submitted by:

A handwritten signature in black ink, appearing to read 'Patrick M. Dowse'.

Patrick M. Dowse, P.E.  
City Engineer

Enclosure

Cc Ms. Meg Harris, Finance Director

City Hall  
200 Park Street  
La Vista, NE 68128  
(402) 334-2100

Community Development  
402-334-2100  
402-334-2100

Library  
402-334-2100  
402-334-2100

Police  
402-334-2100  
402-334-2100

Public Works  
402-334-2100  
402-334-2100

Recreation  
402-334-2100  
402-334-2100

[CityofLaVista.org](http://CityofLaVista.org)

**City Of La Vista**  
**Remittance Calculation to Omaha**  
**Quarterly Report to City of Omaha**

**Date**

8/1/2023

Project	Legal	Address	Acres	La Vista	La Vista	Omaha
				Tract Fee Rate	Tract Conn Fee Collected	Sr. Conn. Fee Remitted, 95%
Multi-Family			0 Units	\$1,117.00 per Unit	\$ -	\$ -
Comm/Ind Smash Park	Lot 1 Southport West Replat 9	8121 S 125th St	3.07 Acres	\$7,777.00 per Acre	\$ 23,875.39	\$ 22,681.62
Centech Flex Bldg II	Centech Business Park Replat 7	7769 S 133RD ST	2.66 Acres	\$7,777.00 per Acre	\$ 20,842.36	\$ 19,800.24
Centech Flex Bldg	Lot 1, Centech Business Park Replat 4	13423 Chandler	2.25 Acres	\$7,777.00 per Acre	\$ 17,498.25	\$ 16,623.34 *
<b>Subtotal</b>					\$ 59,105.20	
<b>Correction**:</b>						
As Reported						
Abante Holdings	Lot 1 Centech Business Park Replat 5	13356 Centech Rd	2.1 Acres	\$7,777.00 per Acre	\$ 16,331.70	\$ 15,515.12 As Previously Paid Q4 of 2022
Actual						
Abante Holdings	Lot 1 Centech Business Park Replat 5	13356 Centech Rd	0.97 Acres	\$7,777.00 per Acre	\$ 7,543.69	\$ 7,166.51 Actual Amount Due Q4 of 2022
Difference/Credit:			1.13 Acres	\$7,777.00 per Acre	\$ (8,798.01)	\$ (8,348.61) Credit due City of La Vista

**Corrected Total:** \$ 50,756.59

\* The project listed above was from Q4 2022 and was errantly missed from the Quarter 4 Report. Corrections are noted, and it is believed that remittances are current as of this report.

\*\* The Q4 2022 Report had an incorrect calculation in regards to the acreage of former Lot 50, Centech Business Park. As the building in the permits was constructed on former Lot 50, Centech Business Park (0.97 Acres), which was replatted into Lot 1, Centech Business Park Replat 5 (2.10 Acres). The remaining 1.13 Acres were formally Lot 11 of Centech Business Park, which was occupied by an existing building, to which it is assumed that sewer tract fees related to former Lot 11 of Centech Business Park were paid previously.



August 2, 2023

Ms. Meg Harris  
Finance Director  
City of La Vista  
Via: Email

Dear Meg,

Our interlocal agreement with the Papillion Creek Watershed Partnership requires that we submit payment of the watershed fees (AKA storm water management fees) by July 1 of each year.

The following is a summary of the properties for which the fees were applicable and have been collected:

7563 S. 146<sup>th</sup> Street  
13423 Chandler Road  
13356 Centech Road  
10705 Hillcrest Plaza  
7769 S. 133<sup>rd</sup> Street  
12225 West Giles  
8207 S. 109<sup>th</sup> Street  
8121 S. 125<sup>th</sup> Street  
10052 Emiline

Echo Hills Building 5  
Industrial Spec Warehouse  
Abante Marketing  
Children's Clinic  
Centech Flex Building II  
TNT Parking Lot  
Elite Glass  
Smash Park  
Single Family Residence

It was found that two (2) stormwater management fees were errantly missed in 2021 and are listed below:

\*9937 Brentwood Court  
\*\*9601 S. 126<sup>th</sup> Street

Single Family Residence  
H Street LLC

I recommend that payment be made to the **Papio-Missouri River Natural Resources District** in the amount of **\$111,039.55** and be sent to the attention of Lori Laster. This should go to a City Council meeting for authorization of payment in the month of July. I have enclosed a spreadsheet showing the calculation of the fees.

Contact me if you need more details.

**City Hall**  
3116 Park View Blvd.  
La Vista, NE 68128-2196  
402.331.4343 P  
402.331.4375 F

**Community Development**  
3116 Park View Blvd.  
402.593.6400 P  
402.593.6445 F

**Library**  
9110 Giles Rd.  
402.537.3900 P  
402.537.3902 F

**Police**  
7701 S. 96th St.  
402.331.5922 P  
402.331.7210 F

**Public Works**  
9900 Portal Rd.  
402.331.8927 P  
402.331.1051 F

**Recreation**  
8116 Park View Blvd.  
402.331.3455 P  
402.331.0299 F



Prepared by:

Patrick M. Dowse  
City Engineer

Enclosure

Cc: Pam Buethe  
File

**City Hall**  
8116 Park View Blvd.  
La Vista, NE 68128-2196  
402.331.4343 P  
402.331.4375 F

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402.331.6445 F

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9110 Cities Rd.  
402.337.3900 P  
402.337.3902 F

**Police**  
7701 S. 96th St.  
402.331.0582 P  
402.331.7210 F

**Public Works**  
9900 Portal Rd.  
402.331.8927 P  
402.331.1051 F

**Recreation**  
8116 Park View Blvd.  
402.331.3435 P  
402.331.0299 F

Storm Water Management Fee Tracking

July 1, 2022 to June 30, 2023

Based on City Engineer Bldg Permit Review Letters and/or Monthly Bldg Permit Reports

Updated

31-Jul-23

Location.....	Project Name.....	Permit Date	Fee		
			Acres	per Ac.	Collected
7563 S 146TH ST	Echo Hills Bldg 5	July 2022	1.78	\$4,302.00	\$ 7,657.56
13423 CHANDLER RD	Spec Warehouse	August 2022	2.24	\$5,214.00	\$ 11,679.36
13356 CENTECH RD	Abante	November 2022	0.97	\$5,214.00	\$ 5,057.58
10705 Hillcrest Plz	Children's Clinic	December 2022	1.5	\$5,345.00	\$ 8,017.50
7769 S 133RD ST	Centech Flex Building II	May 2023	2.68	\$5,345.00	\$ 14,324.60
8207 S 109TH ST	Elite Glass	June 2023	1.69	\$5,345.00	\$ 9,033.05
8121 S 125th St	Smash Park	June 2023	3.07	\$5,345.00	\$ 16,409.15
10052 Emilie	Single Family Residence	June 2023			\$ 1,002.00
<b>*9937 Brentwood Court</b>	<b>Single Family Residence</b>	<b>NOVEMBER 2021</b>			<b>\$ 978.00</b>
<b>**9601 S. 126th St</b>	<b>H Street LLC</b>	<b>NOVEMBER 2021</b>			<b>\$ 36,880.75</b>

Total for June 30, 2023 Payment to the PMRNRD \$111,039.55

Notes: This period goes back to July 1, 2022 and does not match our fiscal year. It matches the NRD fiscal year.

\* The project listed above was from 2021 and was errantly missed from the 2022 Report. Corrections are noted, and it is believed that remittances are current as of this report.

\*\* Complete fee was collected in November 2021, but was errantly missed in the 2022 Report. Corrections are noted, and it is believed remittances are current as of this report.



July 13, 2021

Ms. Cindy Miserez  
Finance Director  
City of La Vista  
Via: Email

Dear Cindy,

37,675.00  
70,620.00  
108,295.00

Based on Subdivision agreements and our agreements & understandings with Sarpy County, we have been making payment to Sarpy County for connections fees owed on the Sarpy Industrial Sewer. In recent years we have been doing this on an annual basis. The following is a summary of the properties for which the fees were applicable and have been collected for the period of July 1, 2020 through Jun 30, 2021:

14565 Portal Cir	Portal Flex Building
9061 S. 126 <sup>th</sup> St.	H Street LLC
13207 Cary Cir	Nesbitt Properties LLC
13227 Cary Cir	ABC Elite
13315 Centennial	Beyond Print

You will need to verify with Community Development the amount of funds that were collected for sewer connection within the Sarpy Industrial Sewer Service Area.

I recommend that be made to Sarpy County in the amount of \$70,620.00 be remitted and be sent to the attention of:

Jason Kubicek  
Permits & Zoning  
Sarpy County Planning Office  
1210 Golden Gate Drive  
Papillion, NE 68046

This should go to a City Council meeting for authorization of payment by the end in the month of July.

Contact me should you need further details.

**City Hall**  
8116 Park View Blvd  
La Vista, NE 68128-2196  
402.331.4343 P  
402.331.4375 F

**Community Development**  
8116 Park View Blvd  
402.593.6400 P  
402.593.6445 F

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9110 Cities Rd.  
402.537.3900 P  
402.537.3902 F

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

**Public Works**  
9900 Portal Rd.  
402.331.8927 P  
402.331.1051 F

**Recreation**  
8116 Park View Blvd.  
402.331.3455 P  
402.331.0299 F



Prepared by:

Patrick M. Dowse, P.E.  
City Engineer

Enclosure

Cc: Pam Buethe, w/encl  
File

**City Hall**  
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La Vista, NE 68128-2196  
402.331.4343 P  
402.331.4375 F

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402.337.3902 F

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402.331.7210 F

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402.331.1051 F

**Recreation**  
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402.331.3455 P  
402.331.0299 F

Sarpy Industrial Sewer Tract Connection Fees  
 July 1, 2020 to June 30, 2021  
 Based on City Engineer Bldg Permit Review Letters

Updated 12-Jul-21

Location.....	Project Name.....	Permit Date	Acres	Fee per Ac.	Due Sarpy	Comment
14565 Portal Cir	Portal Flex Building, Lot 1 Heimes Replat 1	10/8/2020	5.49	\$5,500.00	30,195.00	See Note 1
9061 S. 126th St	H Street LLC, Lot 2, Industrial Park Replat 4	3/3/2021	7.25	\$0.00	0.00	See Note 2
13207 Cary Cir	Nesbitt LLC, Lot 2, I-80 Industrial Park Replat 2	3/3/2021	1.64	\$5,500.00	9,020.00	See Note 3
13227 Cary Cir	ABC Elite, Lot 4 I-80 Industrial Park Replat 2	6/3/2021	1.83	\$5,500.00	10,065.00	See Note 4
13315 Centennial Rd	Beyond Print, Lot 16 I-80 Industrial Park Replat 2	6/3/2021	3.88	\$5,500.00	21,340.00	See Note 5
Total for payment to Sarpy through July 1, 2021:						70,620.00

Note 1: A tract connection fee per acre was collected at the Master Fee schedule rate and the remittance to Sarpy County at \$5,500 per acre should be done. This parcel is in the La Vista ETJ, but not in the City limits, and is served by the Sarpy Industrial Sewer. It is also served by the outfall sewer connection that was built as part of the Woodhouse Place project.

Note 2: Per Subdivision Agreement, The City acknowledges that Subdivider, or predecessor, previously paid a sewer connection fee to the City for the proposed Lot 2 and no additional fee shall be required from the Subdivider. Parcel is not within City limits but is within La Vista ETJ in the Sarpy County Industrial Lot.

Note 3: A tract connection fee per acre was collected at the Master Fee schedule rate and the remittance to Sarpy County at \$5,500 per acre should be done. This parcel in the La Vista ETJ, but not in the City limits, and is served by the Sarpy Industrial Sewer. This parcel is located in the I-80 Industrial Park Replat 2.

Note 4: A tract connection fee per acre was collected at the Master Fee schedule rate and the remittance to Sarpy County at \$5,500 per acre should be done. This parcel in the La Vista ETJ, but not in the City limits, and is served by the Sarpy Industrial Sewer. This parcel is located in the I-80 Industrial Park Replat 2.

Note 5: A tract connection fee per acre was collected at the Master Fee schedule rate and the remittance to

Sarpy County at \$5,500 per acre should be done. This paracel in the La Vista ETJ, but not in the City limits, and is served by the Sarpy Industrial Sewer. This paracel is located in the I-80 Industrial Park Replat 2.

Note 6: This period goes back to July 1, 2020 and does not match our fiscal year. It matches the County fiscal year.



August 1, 2023

Ms. Meg Harris  
Finance Director  
City of La Vista  
Via: Email

02.00.0052.001

37675.00  
+ 70620.00  
108295.00

Dear Meg,

Based on Subdivision agreements and our agreements & understandings with Sarpy County, we have been making payment to Sarpy County for connections fees owed on the Sarpy Industrial Sewer. In recent years we have been doing this on an annual basis. The following is a summary of the properties for which the fees were applicable and have been collected for the period of July 1, 2022 through Jun 30, 2023:

There were zero (0) sewer connections made within the Sarpy Industrial Sewer service area in from July 1, 2022 through June 30, 2023, however, there were two (2) sewer connection fees that were errantly missed in the previous July 2022 and July 2021 reports respectively and are listed below:

11714 Centennial Road – Centennial Warehouse – Permit dated 10/30/2020  
8817 S 117<sup>th</sup> Street – Fred's Heating and Air – Permit dated 9/22/21

You will need to verify with Community Development that no funds were collected for sewer connection within the Sarpy Industrial Sewer Service Area for the July 1, 2022 through June 30, 2023, and that the two errant remittances listed above were collected at the time of building permit.

I recommend that correspondence with the attached spreadsheet stating the amount of \$37,675.00 be remitted to Sarpy County, sent to the attention of:

Jason Kubicek  
Permits & Zoning  
Sarpy County Planning Office  
1210 Golden Gate Drive  
Papillion, NE 68046

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

**Community Development**  
8116 Park View Blvd.  
402.593.6400 P  
402.593.6445 F

**Library**  
9110 Giles Rd.  
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**Police**  
7701 S. 96th St.  
402.331.5827 P  
402.331.7210 F

**Public Works**  
9900 Portal Rd.  
402.331.8927 P  
402.331.1051 F

**Recreation**  
8116 Park View Blvd.  
402.331.3455 P  
402.331.0299 F



This should go to a City Council meeting for authorization of payment at your earliest convenience.

Contact me should you need further details.

Prepared by:

Patrick M. Dowse, P.E.  
City Engineer

Enclosure

Cc: Pam Buethe, w/encl  
File

**City Hall**  
8116 Park View Blvd.  
La Vista, NE 68128-2196  
402.331.4343 F  
402.331.4375 E

**Community Development**  
8116 Park View Blvd.  
402.593.6400 P  
402.593.6445 F

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402.331.1051 F

**Recreation**  
8116 Park View Blvd.  
402.331.3455 P  
402.331.0299 F

## Sarpy Industrial Sewer Tract Connection Fees

Updated

1-Aug-23

July 1, 2022 to June 30, 2023

Based on City Engineer Bldg Permit Review Letters

Location	Project Name	Permit Date	Fee			Comment
			Acres	per Ac.	Due Sarpy	
11714 Centennial Road	Centennial Warhouse	10/30/2020	3.21	\$5,500.00	17,655.00 *	
8817 S 117th St	Fred's Heating and Air	9/22/2021	3.64	\$5,500.00	20,020.00 *	

Total for payment to Sarpy through July 1, 2023:

\$37,675.00 \*

Note 1: A tract connection fee per acre was collected at time of platting per subdivision agmt and the remittance to Sarpy County at \$5,500 per acre was done. This is because the area is in the City ETJ and connects to the Sarpy industrial sewer. Also, the property involves a platting and therefore a second round of the fee is to be collected. The Woodhouse Place development required an outfall sewer that Sarpy will build. So the platting fee was remitted to Sarpy right after collection to aid in their funding of the immediate construction. Remittance of platting fee and second round of the fee on Lot 1 occurred at Sept. 19, 2017 Council Meeting.

Note 2: The location is not inside the City limits and so the terms of the subdivision agreement were followed which allowed collection of Sarpy fee and a reduced portion of City fee. The \$5500 per acre portion of the fee needs to be remitted to Sarpy County.

Note 3: A tract connection fee per acre was collected at Master Fee schedule rate and the remittance to Sarpy County at \$5,500 per acre should be done. This is because the area is in the City limits and the industrial sewer interlocal agreement provided for La Vista to take ownership of the portion of the industrial sewer in the annexed area. However, during discussions about amendment to WSA with Omaha and Sarpy County it was agreed that Sarpy would retain ownership of the industrial sewer and therefore rights to the tract connection fee in the amount of \$5,500 per acre.

Note 4: This lot is not inside the City limits but is within the ETJ. Sarpy County was contacted and advised that a fee of \$5,500 per acre is to be remitted to Sarpy. There is no subdivision agreement addressing any fee to La Vista in addition to a fee to Sarpy. Therefore, collecting fee at rate set in Master Fee Ordinance and sending the \$5,500 per acre portion to Sarpy.

Note 5: A tract connection fee per acre was collected at the Master Fee schedule rate and the remittance to Sarpy County at \$5,500 per acre should be done. This parcel is in the La Vista ETJ, but not in the City limits, and is served by the Sarpy Industrial Sewer. It is also served by the outfall sewer connection that was built as part of the Woodhouse Place project. This parcel is located in the Heimes Subdivision which required an initial fee collection at the time of subdivision. Need to verify that the initial round was paid to Sarpy previously at the time of platting.

Note 6: A tract connection fee per acre was collected at the time of platting per subdivision agmt and the remittance to Sarpy County at \$5,500 per acre should be done. This parcel is in the La Vista ETJ, but not in the City limits, and is served by the Sarpy Industrial Sewer. It is also served by the outfall sewer connection that was built as part of the Woodhouse Place project. A second round of the fee will be collected at the Master Fee schedule rate with \$5,500 per acre portion of that second round being remitted when lots are built upon.

\* Two projects as listed were from and were errantly missed from the July 2021 and the July 2022 reports respectively. Corrections are as noted, and it is believed all remittances are current as of this report.

Okay to Pay

GL Code: 05.71.0919.000 - CMDV23002

Invoice # 2696  
Invoice Date: 6/27/2023City of La Vista  
8116 Park View Boulevard  
La Vista, NE 681282222 Cuming St Omaha, NE 68102  
Phone: 402-444-6866 x215  
[nbarrett@mapacog.org](mailto:nbarrett@mapacog.org)

Invoice #	Payment Terms	Due Date	
2696	Net 30	7/27/2023	
		Description	Total
		Local Match La Vista Active Mobility Plan	\$20,000.00
		<b>Subtotal</b>	\$20,000.00
		<b>Sales Tax</b>	\$0.00
		<b>Total</b>	\$20,000.00

Make all checks payable to Metropolitan Area Planning Agency

Thank you for your business!

**LOCAL MATCH AGREEMENT  
BETWEEN THE OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY  
AND THE CITY OF LA VISTA  
FOR THE LA VISTA ACTIVE MOBILITY PLAN**

1. **Parties** This Local Match Agreement (hereinafter referred to as "Agreement") is made and entered into by and between the Omaha-Council Bluffs Metropolitan Area Planning Agency (hereinafter referred to as "MAPA"), and the City of La Vista (hereinafter referred to as the "City").
2. **Purpose** The purpose of this Agreement is to establish the terms and conditions under which MAPA and the City will administer and fund the La Vista Active Mobility Plan (hereinafter referred to as "the Project").
3. **Background** The City applied for and has been awarded funding through the Heartland 2050 mini-grant program for the Project. The objective of the Project is to produce a comprehensive active mobility plan to guide the planning and construction of trails, sidewalks, and associated facilities in La Vista to create additional opportunities for residents and visitors for recreation, access to employment and services, and economic development.
4. **Term of Agreement** This Agreement is effective upon the latest date signed and executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect for at least three years from the date of the final cost settlement under MAPA's agreement with the Nebraska Department of Transportation (NDOT).
5. **Conditions of Agreement** MAPA shall be considered the subrecipient of federal funds passed through NDOT. MAPA shall engage with one or more consultants to conduct the Project. MAPA shall be responsible for the administration of the federal funds in accordance with applicable laws, rules, and regulations, including the selection, engagement, and oversight of contracted consultants, disbursing payments, reporting to NDOT for reimbursement of federal funds, and securing an audit in accordance with 2 CFR 200. The City shall reimburse MAPA for all contracted consultant costs on behalf of the Project that exceed authorized federal funding, but the City's maximum obligation to MAPA shall be no more than **twenty thousand dollars (\$20,000)**. MAPA may request payment from the City, in advance of or after incurring consultant costs, up to the maximum obligation amount stated herein, which shall be due from the City within 30 days of receipt of an invoice from MAPA. Upon completion of the Project, MAPA shall reimburse any funds received from the City that were not expended in accordance with this agreement. A Steering Committee shall be established and composed of members from the City and MAPA who shall direct the Project, including development of a detailed scope of work. A Stakeholder and Technical Committee shall be established as an advisory body to the Project. Project costs are estimated in the following:

MAPA-Secured Federal Funding	\$80,000.00
City of La Vista Local Match	\$20,000.00
Total Consultant Costs	\$100,000.00

As a federal-aid project, the Project must comply with all applicable federal and state requirements and policies. MAPA and its staff are responsible for ensuring that administration of the Project complies with these requirements and policies. Should the City cause the Project to fail to meet any eligibility requirements, the City understands that such failure could potentially result in the partial or total repayment of federal funds expended for the Project, and that in such

case the City shall repay MAPA in full for all federal funds MAPA must repay to the federal government, and the City shall indemnify and hold harmless MAPA for all match funds the City paid to MAPA that MAPA has already expended in good faith for the Project.

6. **Signatures** In witness whereof, the parties to this Agreement, through their duly authorized representatives, have executed this Agreement as of the latest date specified below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

OMAHA-COUNCIL BLUFFS  
METROPOLITAN AREA PLANNING AGENCY

ATTEST:

BY: Michael Helgeson 4/27/23 BY: Elizabeth Zeller 4/27/23  
Executive Director Date Date

PRINT NAME Michael Helgeson PRINT NAME Elizabeth Zeller

CITY OF LA VISTA

ATTEST:

BY: Douglas Kindig 5/5/2023 BY: Pamela A. Buethe 5/5/2023  
Authorized Official Date Date

PRINT NAME Douglas Kindig PRINT NAME Pamela A. Buethe  
PRINT TITLE Mayor



**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
AUGUST 15, 2023 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PURCHASE OF ICE CONTROL SALT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRADY SMALL STREET SUPERINTENDENT

**SYNOPSIS**

A resolution has been prepared authorizing the purchase of approximately 675 tons of Ice Control Salt from Nebraska Salt & Grain Co., Gothenburg, Nebraska, in an amount not to exceed \$60,000.

**FISCAL IMPACT**

The FY23/FY24 Biennial Budget provides funding for the proposed purchase.

**RECOMMENDATION**

Approval.

**BACKGROUND**

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

**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 NEBRASKA SALT & GRAIN COMPANY, GOTHENBURG, NEBRASKA, IN AN AMOUNT NOT TO EXCEED \$60,000.00.

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

WHEREAS, the FY23/FY24 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) (9) of Section 31.23 of the La Vista Municipal code requires that the City Administrator secure council approval prior to authorizing any purchases over \$5,000;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska authorizing the purchase of ice control salt from Nebraska Salt & Grain Company, Gothenburg, Nebraska, in an amount not to exceed \$60,000.00.

PASSED AND APPROVED THIS 15TH DAY OF AUGUST 2023.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, MMC  
City Clerk

## COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
2664(E)	07/31/2023	ACTIVE NETWORK LLC	33.33	N
2665(E)	07/31/2023	CENTURY LINK/LUMEN	162.78	N
2666(E)	07/31/2023	GREATAMERICA FINANCIAL SERVICES	244.86	N
2667(E)	07/31/2023	MID-AMERICAN BENEFITS INC	4,243.97	N
2668(E)	07/31/2023	U.S. CELLULAR	1,872.13	N
140198	08/02/2023	AMAZON CAPITAL SERVICES, INC.	22.23	N
140199	08/02/2023	DLR GROUP	23,214.20	N
140200	08/02/2023	HDR ENGINEERING INC	5,365.33	N
140201	08/02/2023	JE DUNN CONSTRUCTION COMPANY	2,012,235.00	N
140202	08/02/2023	MIDWEST TAPE	12.99	N
140203	08/02/2023	NL & L CONCRETE	187,373.73	N
140204	08/02/2023	OFFICE DEPOT INC	19.72	N
140205	08/02/2023	OLSSON, INC.	3,541.25	N
140206	08/02/2023	OMAHA WORLD-HERALD	61.37	N
140207	08/02/2023	PAPILLION SANITATION	3,411.25	N
140208	08/02/2023	RDG PLANNING & DESIGN	1,665.85	N
140209	08/02/2023	SPENCER MANAGEMENT	306,539.46	N
2669(E)	08/03/2023	ACTIVE NETWORK LLC	27.30	N
2670(E)	08/03/2023	CENTURY LINK/LUMEN	79.62	N
2671(E)	08/03/2023	GREAT PLAINS COMMUNICATION	1,182.69	N
2672(E)	08/03/2023	PAYROLL MAXX	431,996.30	N
2673(E)	08/03/2023	ROBERT HALF	2,830.40	N
2653(E)	08/10/2023	US BANK NATIONAL ASSOCIATION	28,180.43	N
2661(A)	08/15/2023	CITY OF OMAHA	305,696.27	N
2662(A)	08/15/2023	CITY OF PAPILLION - MFO	240,674.00	N
2663(A)	08/15/2023	SHI INTERNATIONAL CORP.	9,272.41	N
140210	08/15/2023	ACCO UNLIMITED CORPORATION	642.70	N
140211	08/15/2023	AKRS EQUIPMENT SOLUTIONS, INC.	233.15	N
140212	08/15/2023	AMAZON CAPITAL SERVICES, INC.	1,073.45	N
140213	08/15/2023	ARNOLD MOTOR SUPPLY	39.36	N
140214	08/15/2023	AUTOGRAPHIX INC	4,725.00	N
140215	08/15/2023	BACON LETTUCE CREATIVE	4,092.00	N
140216	08/15/2023	BEAUMONT, MITCH	203.50	N
140217	08/15/2023	BOBCAT OF OMAHA	282.90	N
140218	08/15/2023	BOOKPAGE	720.00	N
140219	08/15/2023	BULLER FIXTURE CO	13,823.17	N
140220	08/15/2023	CENTURY LINK/LUMEN	37.59	N
140221	08/15/2023	CINTAS CORPORATION NO. 2	65.64	N
140222	08/15/2023	CITY OF OMAHA	66,589.06	N
140223	08/15/2023	CLEARVIEW PET CARE CENTRE	419.50	N
140224	08/15/2023	COMP CHOICE INC	260.00	N
140225	08/15/2023	COSGRAVE COMPANY	425.25	N
140226	08/15/2023	CRIMINAL ADDICTION INC	600.00	N
140227	08/15/2023	CULLIGAN OF OMAHA	12.50	N
140228	08/15/2023	D & K PRODUCTS	2,043.75	N
140229	08/15/2023	DAIGLE LAW GROUP, LLC	760.00	N
140230	08/15/2023	DELL MARKETING L.P.	544.98	N

## COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
140231	08/15/2023	DOWNING, DAVID	400.00	N
140232	08/15/2023	DULTMEIER SALES LLC	30.20	N
140233	08/15/2023	EDGEWEAR SCREEN PRINTING	1,664.00	N
140234	08/15/2023	FIKES COMMERCIAL HYGIENE LLC	62.00	N
140235	08/15/2023	FITZGERALD SCHORR BARMETTLER	38,426.36	N
140236	08/15/2023	GENERAL FIRE & SAFETY EQUIP CO	345.00	N
140237	08/15/2023	GENUINE PARTS COMPANY-OMAHA	321.41	N
140238	08/15/2023	GRAINGER	38.04	N
140239	08/15/2023	GRAMS, STEPHANIE	203.50	N
140240	08/15/2023	GRASS PAD INC	71.84	N
140241	08/15/2023	GUARDIAN ALLIANCE TECHNOLOGIES INC	50.00	N
140242	08/15/2023	HITOUCH BUSINESS SERVICES	335.98	N
140243	08/15/2023	HOBBY LOBBY STORES INC	38.10	N
140244	08/15/2023	HOME DEPOT CREDIT SERVICES	12.48	N
140245	08/15/2023	INDUSTRIAL SALES COMPANY INC	246.43	N
140246	08/15/2023	INGRAM LIBRARY SERVICES LLC	1,780.30	N
140247	08/15/2023	J & J SMALL ENGINE SERVICE	191.39	N
140248	08/15/2023	KANOPI, INC.	213.00	N
140249	08/15/2023	KIESLER POLICE SUPPLY	2,502.50	N
140250	08/15/2023	KRIHA FLUID POWER CO INC	116.82	N
140251	08/15/2023	LA VISTA COMMUNITY FOUNDATION	210.00	N
140252	08/15/2023	LARSEN SUPPLY COMPANY	1,555.67	N
140253	08/15/2023	LEFTA SYSTEMS	7,000.00	N
140254	08/15/2023	LOGAN CONTRACTORS SUPPLY	1,020.70	N
140255	08/15/2023	LOWERY, WENDY	883.54	N
140256	08/15/2023	MALLOY ELECTRIC	5.36	N
140257	08/15/2023	MENARDS-BELLEVUE	49.49	N
140258	08/15/2023	MENARDS-RALSTON	717.53	N
140259	08/15/2023	METRO AREA TRANSIT	2,578.00	N
140260	08/15/2023	MIDWEST TAPE	67.48	N
140261	08/15/2023	MIRACLE RECREATION EQUIPMENT	374.46	N
140262	08/15/2023	MITTELBRUN, BRIAN	100.00	N
140263	08/15/2023	MOBOTREX, INC.	4,950.00	N
140264	08/15/2023	NELSON, ALLYSSA	40.00	N
140265	08/15/2023	NEWMAN SIGNS INC	1,723.19	N
140266	08/15/2023	O'REILLY AUTO PARTS	2,062.56	N
140267	08/15/2023	OFFICE DEPOT INC	909.29	N
140268	08/15/2023	OMAHA DOOR & WINDOW CO INC	75.60	N
140269	08/15/2023	OMAHA WINNELSON SUPPLY	307.99	N
140270	08/15/2023	ON YOUR MARKS INC	624.41	N
140271	08/15/2023	ONE CALL CONCEPTS INC	545.74	N
140272	08/15/2023	PAPILLION SANITATION	594.05	N
140273	08/15/2023	PAPIO VALLEY NURSERY INC	677.80	N
140274	08/15/2023	PAPIO-MISSOURI RIVER NRD	111,039.55	N
140275	08/15/2023	PETTY CASH	467.68	N
140276	08/15/2023	PITNEY BOWES GLOBAL FIN SVCS	695.57	N
140277	08/15/2023	PORT-A-JOHNS	270.00	N

## COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
140278	08/15/2023	POTTER, TRAVIS	1,600.00	N
140279	08/15/2023	QUALITY AUTO REPAIR & TOWING, INC.	84.00	N
140280	08/15/2023	RTG BUILDING SERVICES INC	6,765.00	N
140281	08/15/2023	SECURITY EQUIPMENT INC.	211.00	N
140282	08/15/2023	SHERWIN-WILLIAMS	121.27	N
140283	08/15/2023	SIGN IT	105.00	N
140284	08/15/2023	SITE ONE LANDSCAPE SUPPLY LLC	153.11	N
140285	08/15/2023	SOUTHERN UNIFORM AND TACTICAL, INC.	281.15	N
140286	08/15/2023	SPIRIT FOOTBALL	2,640.00	N
140287	08/15/2023	STAPLES, INC.	107.49	N
140288	08/15/2023	SWANK MOTION PICTURES INC	655.00	N
140289	08/15/2023	THE COLONIAL PRESS, INC	5,603.76	N
140290	08/15/2023	THE SCHEMMER ASSOCIATES INC	647.50	N
140291	08/15/2023	THEATRICAL MEDIA SERVICES INC	180.00	N
140292	08/15/2023	TORNADO WASH LLC	553.00	N
140293	08/15/2023	TRACTOR SUPPLY CREDIT PLAN	112.32	N
140294	08/15/2023	TRANS UNION RISK AND ALT. DATA SOL.	75.00	N
140295	08/15/2023	TROUT, DONNA L	750.00	N
140296	08/15/2023	TRUCK CENTER COMPANIES	140.07	N
140297	08/15/2023	TURFWERKS	325.05	N
140298	08/15/2023	TY'S OUTDOOR POWER & SERVICE	104.09	N
140299	08/15/2023	UNITE PRIVATE NETWORKS LLC	4,400.00	N
140300	08/15/2023	VERIZON CONNECT FLEET USA	608.00	N
140301	08/15/2023	VIERREGGER ELECTRIC COMPANY	3,419.50	N
140302	08/15/2023	VOIANCE LANGUAGE SERVICES, LLC	27.41	N
140303	08/15/2023	WALMART COMMUNITY BRC	1,662.88	N
140304	08/15/2023	WHITE, SCOTT L	1,333.33	N

121 CHECKS PRINTED

TOTAL CLAIM AMOUNT:

\$3,886,812.31

0

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
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APPROVED BY COUNCIL MEMBERS ON: 08/15/2023

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COUNCIL MEMBER

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
AUGUST 15, 2023 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
2023 NATIONAL COMMUNITY SURVEY	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	MITCH BEAUMONT COMMUNICATION MANAGER

**SYNOPSIS**

A presentation has been prepared to review the results of the 2023 National Community Survey.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

N/A.

**BACKGROUND**

On October 4, 2022, Council authorized the National Research Center at Polco to administer the National Community Survey. The survey was conducted in April 2023.

The results of the survey are available at the following link: <http://www.cityoflavista.org/ncsresults>



# La Vista, NE

## The National Community Survey

Report of Results  
2023

**Report by:**



POWERED BY POLCO



Visit us online!  
[www.polco.us](http://www.polco.us)



National Research Center at Polco  
is a charter member of the AAPOR  
Transparency Initiative, providing  
clear disclosure of our sound and  
ethical survey research practices.

## About The NCS™

The National Community Survey™ (The NCS™) report is about the “livability” of La Vista. A livable community is a place that is not simply habitable, but that is desirable. It is not only where people do live, but where they want to live. The survey was developed by the experts from National Research Center at Polco.

Great communities are partnerships of the government, private sector, community-based organizations and residents, all geographically connected. The NCS captures residents’ opinions considering ten central facets of a community:

- Economy
- Mobility
- Community Design
- Utilities
- Safety
- Natural Environment
- Parks and Recreation
- Health and Wellness
- Education, Arts, and Culture
- Inclusivity and Engagement

The report provides the opinions of a representative sample of 376 residents of the City of La Vista collected from March 1st, 2023 to April 13th, 2023. The margin of error around any reported percentage is 5% for all respondents and the response rate for the 2023 survey was 14%. Survey results were weighted so that the demographic profile of respondents was representative of the demographic profile of adults in La Vista.



## How the results are reported

For the most part, the percentages presented in the following tabs represent the “percent positive.” Most commonly, the percent positive is the combination of the top two most positive response options (i.e., excellent/good, very safe/somewhat safe, etc.). On many of the questions in the survey respondents may answer “don’t know.” The proportion of respondents giving this reply is shown in the full set of responses included in the tab “Complete data.” However, these responses have been removed from the analyses presented in most of the tabs. In other words, the tables and graphs display the responses from respondents who had an opinion about a specific item.

## Comparisons to benchmarks

NRC’s database of comparative resident opinion is comprised of resident perspectives gathered in surveys from over 600 communities whose residents evaluated the same kinds of topics on The National Community Survey. The comparison evaluations are from the most recent survey completed in each community in the last five years. NRC adds the latest results quickly upon survey completion, keeping the benchmark data fresh and relevant. The communities in the database represent a wide geographic and population range. In each tab, La Vista’s results are noted as being “higher” than the benchmark, “lower” than the benchmark, or “similar” to the benchmark, meaning that the average rating given by La Vista residents is statistically similar to or different (greater or lesser) than the benchmark. Being rated as “higher” or “lower” than the benchmark means that La Vista’s average rating for a particular item was more than 10 points different than the benchmark. If a rating was “much higher” or “much lower,” then La Vista’s average rating was more than 20 points different when compared to the benchmark.

The survey was administered during the COVID-19 pandemic, a time of challenge for many local governments. While we provide comparisons to national benchmarks, it is important to note that much of the benchmark data was collected prior to the pandemic. This may impact how your City’s 2023 ratings compare to other communities’ ratings from the past five years.

## **Trends over time**

Trend data for La Vista represent important comparison data and should be examined for improvements or declines\*. Deviations from stable trends over time represent opportunities for understanding how local policies, programs, or public information may have affected residents' opinions. Changes between survey years have been noted with an arrow and the percent difference. If the difference is greater than 7 percentage points between the 2019 and 2023 surveys, the change is statistically significant.

\* In 2020, The NCS survey was updated to include new and refreshed items. Consequently, some of the trends may be impacted due to wording modifications that could have potentially altered the meaning of the item for the respondent.

## Methods

### Selecting survey recipients

All households within the City of La Vista were eligible to participate in the survey. A list of all households within the zip codes serving La Vista was purchased from Go-Dog Direct based on updated listings from the United States Postal Service. Since some of the zip codes that serve the City of La Vista households may also serve addresses that lie outside of the community, the exact geographic location of each housing unit was compared to community boundaries using the most current municipal boundary file. Addresses located outside of the City of La Vista boundaries were removed from the list of potential households to survey. Each address identified as being within city boundaries was further identified as being within 1 of the 4 areas. From that list, addresses were randomly selected as survey recipients, with multi-family housing units (defined as those with a unit number) sampled at a rate of 5:3 compared to single family housing units.

An individual within each household was selected using the birthday method. The birthday method selects a person within the household by asking the “person whose birthday has most recently passed” to complete the questionnaire. The underlying assumption in this method is that day of birth has no relationship to the way people respond to surveys. This instruction was contained in the introduction of the survey.

### Conducting the survey

The 2,800 randomly selected households received mailings beginning on March 1st, 2023 and the survey remained open for 6 weeks. The first mailing was a postcard inviting the household to participate in the survey. The next mailing contained a cover letter with instructions, the survey questionnaire, and a postage-paid return envelope. All mailings included a web link to give residents the opportunity to respond to the survey online. All follow-up mailings asked those who had not completed the survey to do so and those who had already done so to refrain from completing the survey again.

About 4% of the 2,800 mailed invitations or surveys were returned because the household address was vacant or the postal service was unable to deliver the survey as addressed. Of the remaining 2,677 households that received the invitations to participate, 376 completed the survey, providing an overall response rate of 14%. The response rate was calculated using AAPOR's response rate #2 for mailed surveys of unnamed persons.\*

It is customary to describe the precision of estimates made from surveys by a “level of confidence” and accompanying “confidence interval” (or margin of error). A traditional level of confidence, and the one used here, is 95%. The 95% confidence interval can be any size and quantifies the sampling error or imprecision of the survey results because some residents’ opinions are relied on to estimate all residents’ opinions. The margin of error for the City of La Vista survey is no greater than plus or minus 5 percentage points around any given percent reported for all respondents (376 completed surveys).

In addition to the randomly selected “probability sample” of households, a link to an online open participation survey was publicized by the City of La Vista. The open participation survey was identical to the probability sample survey with two small updates; it included a map at the beginning asking where the respondent lives and a question about where they heard about the survey. The open participation survey was open to all city residents and became available on April 13th, 2023. The survey remained open for 2 weeks. The data presented in the following tabs exclude the open participation survey data, but a tab at the end provides the complete frequency of responses to questions by the open participation respondents.

## Analyzing the data

Responses from mailed surveys were entered into an electronic dataset using a “key and verify” method, where all responses are entered twice and compared to each other. Any discrepancies were resolved in comparison to the original survey form. Range checks as well as other forms of quality control were also performed. Responses from surveys completed on Polco were downloaded and merged with the mailed survey responses.

The demographics of the survey respondents were compared to those found in the 2020 Census and 2022 American Community Survey estimates for adults in the City of La Vista. The primary objective of weighting survey data is to make the survey respondents reflective of the larger population of the community. The characteristics used for weighting were age, sex, race, Hispanic origin, housing type, housing tenure, and area. No adjustments were made for design effects. Weights were calculated using an iterative, multiplicative raking model known as the ANES Weighting Algorithm.\* The results of the weighting scheme for the probability sample are presented in the following table.

NRC aligns demographic labels with those used by the U.S. Census for reporting purposes, when possible. Some categories (e.g., age, race/Hispanic origin, housing type, and length of residency) are combined into smaller subgroups.

		Unweighted	Weighted	Target*
Age	18-34	13%	34%	35%
	35-54	22%	32%	32%
	55+	66%	34%	33%
Area	Area 1	27%	21%	21%
	Area 2	23%	20%	20%
	Area 3	27%	35%	35%
	Area 4	23%	24%	24%
Hispanic origin	No, not of Hispanic, Latino/a/x, or Spanish ..	95%	92%	92%
	Yes, I consider myself to be of Hispanic, La..	5%	8%	8%
Housing tenure	Own	78%	54%	54%
	Rent	22%	46%	46%
Housing type	Attached	22%	39%	39%
	Detached	78%	61%	61%
Race & Hispanic origin	Not white alone	11%	16%	16%
	White alone, not Hispanic or Latino	89%	84%	84%
Sex	Man	44%	48%	48%
	Woman	56%	52%	52%
Sex/age	Man 18-34	6%	18%	18%
	Man 35-54	11%	15%	15%
	Man 55+	28%	15%	15%
	Woman 18-34	7%	16%	16%
	Woman 35-54	11%	17%	17%
	Woman 55+	38%	18%	18%

The survey datasets were analyzed using all or some of a combination of the Statistical Package for the Social Sciences (SPSS), R, Python and Tableau. For the most part, the percentages presented in the reports represent the “percent positive.” The percent positive is the combination of the top two most positive response options (i.e., excellent/good, very safe/somewhat safe, essential/very important, etc.), or, in the case of resident behaviors/participation, the percent positive represents the proportion of respondents indicating “yes” or participating in an activity at least once a month.

On many of the questions in the survey respondents may answer “don’t know.” The proportion of respondents giving this reply is shown in the full set of responses included in the tab “Complete data”. However, these responses have been removed from the analyses presented in the reports. In other words, the tables and graphs display the responses from respondents who had an opinion about a specific item.

## Contact

The City of La Vista funded this research. Please contact Mitch Beaumont of the City of La Vista at [mbeumont@cityoflavista.org](mailto:mbeumont@cityoflavista.org) if you have any questions about the survey.

## Survey Validity

See the Polco Knowledge Base article on survey validity at <https://info.polco.us/knowledge/statistical-validation>

\* See AAPOR’s Standard Definitions for more information at

<https://www.aapor.org/Publications-Media/AAPOR-Journals/Standard-Definitions.aspx>

\* Pasek, J. (2010). ANES Weighting Algorithm. Retrieved from

<https://web.stanford.edu/group/iriss/cgi-bin/anesrake/resources/RakingDescription.pdf>

\* Targets come from the 2010 Census and 2021 American Community Survey

## Key Findings

### **Safety is a community strength and continues to be the most important priority for La Vista residents.**

About 9 in 10 La Vista residents positively evaluated the overall feeling of safety within the community. As with previous surveys, nearly all residents continued to feel safe in their neighborhood (97%) and in La Vista's downtown/commercial areas during the day (93%). Additionally, around 9 in 10 residents felt safe from violent crime, from property crime, and from fire, flood, or other natural disasters, in line with other communities across the country. These high marks for safety continued in residents' reviews of the quality of related services within La Vista. Over 8 in 10 residents favorably evaluated police/sheriff services, crime prevention, fire services, and ambulance or emergency medical services; each of these were similar to national benchmarks. Even with these positive ratings, when asked about aspects of the community that the City should focus on in the next two years, over 9 in 10 residents prioritized safety within La Vista as essential or very important. Although residents generally feel safe in La Vista, they continue to emphasize safety within the community as their top priority.

### **Resident show strong support for La Vista's local government but have little direct communication with City officials.**

La Vista residents positively rated many aspects of local government services, including the overall customer service by City employees (86% excellent or good) and public information services (74%); both results were in line with national averages. Across many other aspects of La Vista's local government performance, residents gave ratings that were higher than national benchmarks, including evaluations for the City being honest (74%), treating all residents fairly (73%), and being open and transparent to the public (72%). Survey respondents also gave higher-than-average ratings for the overall direction that the City is taking (71%), the City generally acting in the best interest of the community (70%), and the City informing residents about issues facing the community (67%).

Even amidst these high ratings for local government, resident participation with their local City leaders and government continues to be low. Less than one-third of residents reported contacting the City for help or information, and fewer than 15% of residents had watched or attended a local public meeting in the past year; each of these ratings were lower than national averages. While local government performance continues to be a asset for La Vista, increasing opportunities for resident participation could help to strengthen engagement and improve measures of community connection.

### **Many aspects of the local economy receive positive reviews, but residents show concern about general affordability and their own economic outlook.**

Residents offered high ratings of importance (89% essential or very important) to La Vista's overall economic health when asked to assess priorities for the coming two years. Over 7 in 10 positively rated the quality of La Vista's overall economic health. Roughly three-quarters of respondents praised the overall quality of business and service establishments, an improvement of over 15% since the previous survey. Residents also gave favorable marks to the overall economic development within La Vista (70% excellent or good), a rating that was higher than national averages. Over 6 in 10 residents also positively reviewed La Vista as a place to work (69%) and the variety of business and service establishments within the city (62%), both on par with benchmark comparisons.

While most evaluations related to La Vista's economy were similar to the national benchmarks, results indicated that residents were less optimistic about their own personal economic outlook and the affordability of resources within the City. When asked what impact the economy would likely have on their family income in the next six months, only 19% anticipated that it would be very or somewhat positive. Employment opportunities and the availability of affordable quality housing were viewed favorably by less than half of La Vista residents, similar to comparison communities but significantly lower than ratings received during the City's previous survey. Additionally, 62% of residents positively rated the availability of affordable quality food and affordable quality health care, both statistically significant declines from the 2019 report. Overall, residents are satisfied with the current local economy in La Vista; however, high rankings for importance and low rankings for affordability and other forward-looking indicators suggest that this is an area warranting the City's continued focus.

## **Resident rank La Vista's natural environment and parks and recreation system as important areas of focus for the City.**

Over three-quarters of residents rated La Vista's natural environment and parks and recreation system as essential or very important areas for the City to focus on. Residents' assessments pertaining to these areas tended to be favorable, with around 7 in 10 positively rating the overall quality of both the natural environment and the parks and recreation opportunities. Additionally, air quality (90% excellent or good) and overall cleanliness (82%) within La Vista remained highly rated and in line with national benchmarks.

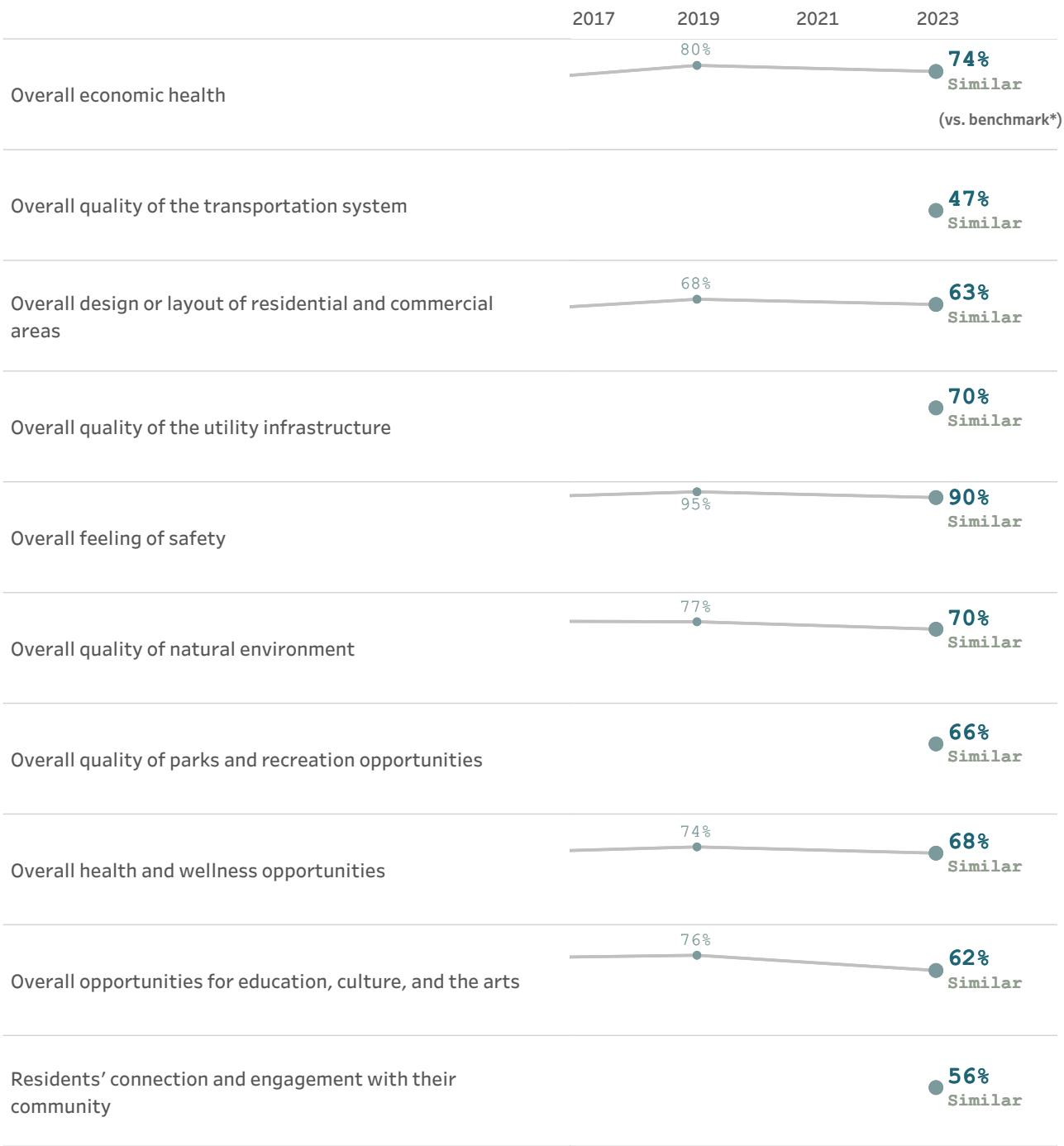
However, some items in these two facets decreased from previous survey results. The preservation of natural areas and the City's recycling services both dropped by nearly 15%, receiving favorable reviews from only about half of survey participants. The quality of city parks (72%) and the quality of recreation programs or classes (69%) also saw statistically significant declines since 2019. Although the majority of measures in these two facets were in line with national benchmarks, the declining trends, combined with the high rankings of importance from residents, indicate a potential area of focus for the City moving forward.

## Facets of livability

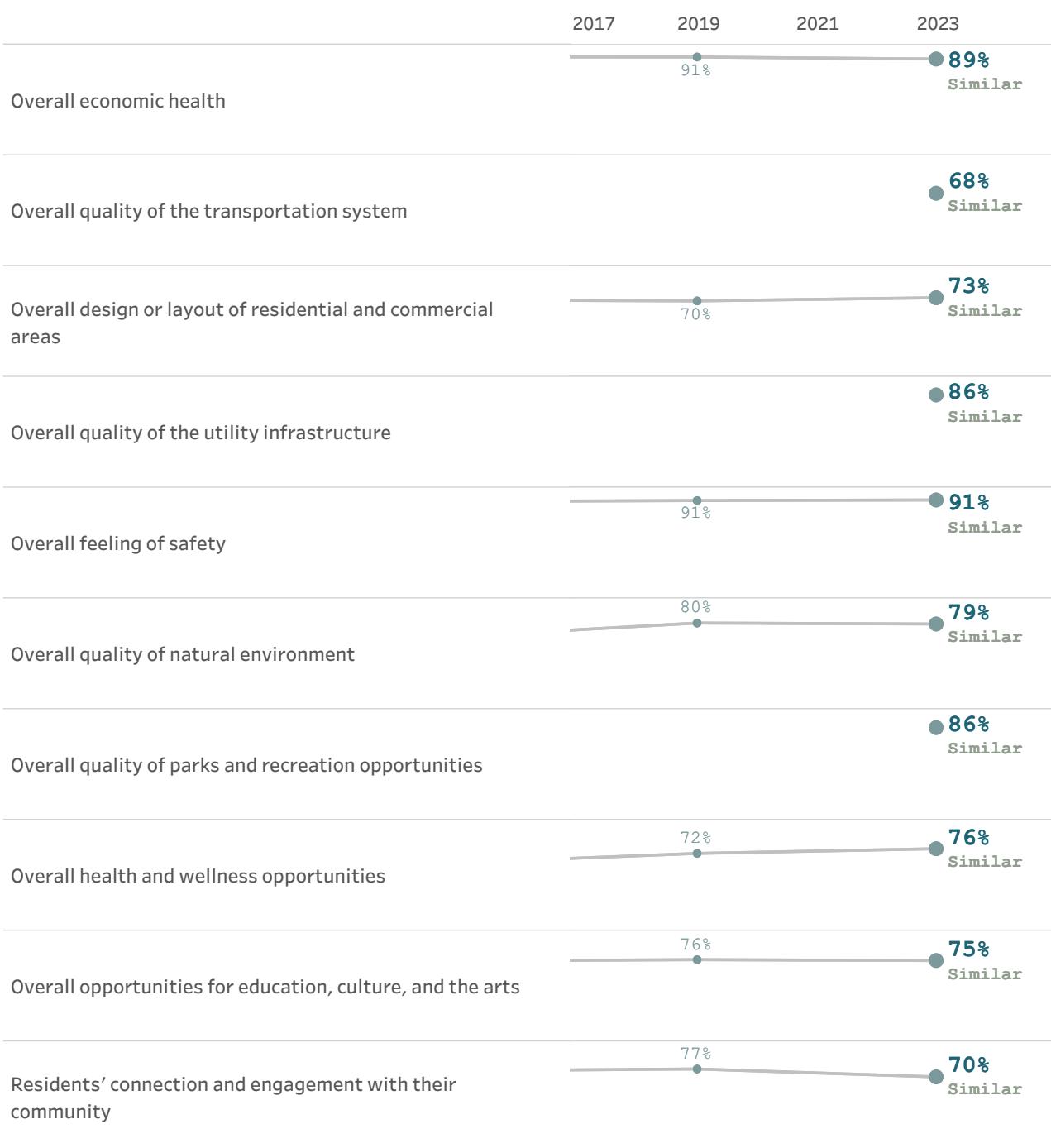
Resident perceptions of quality and importance for each of the facets of community livability provide an overview of community strengths and challenges that are useful for planning, budgeting and performance evaluation.

The charts below show the proportion of residents who rated the community facets positively for quality and the priority (importance) placed on each. Also displayed is whether local ratings were lower, similar, or higher than communities across the country (the national benchmark).

**Please rate each of the following characteristics as they relate to La Vista as a whole.  
(% excellent or good)**



**Please rate how important, if at all, you think it is for the La Vista community to focus on each of the following in the coming two years.  
(% essential or very important)**



\* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

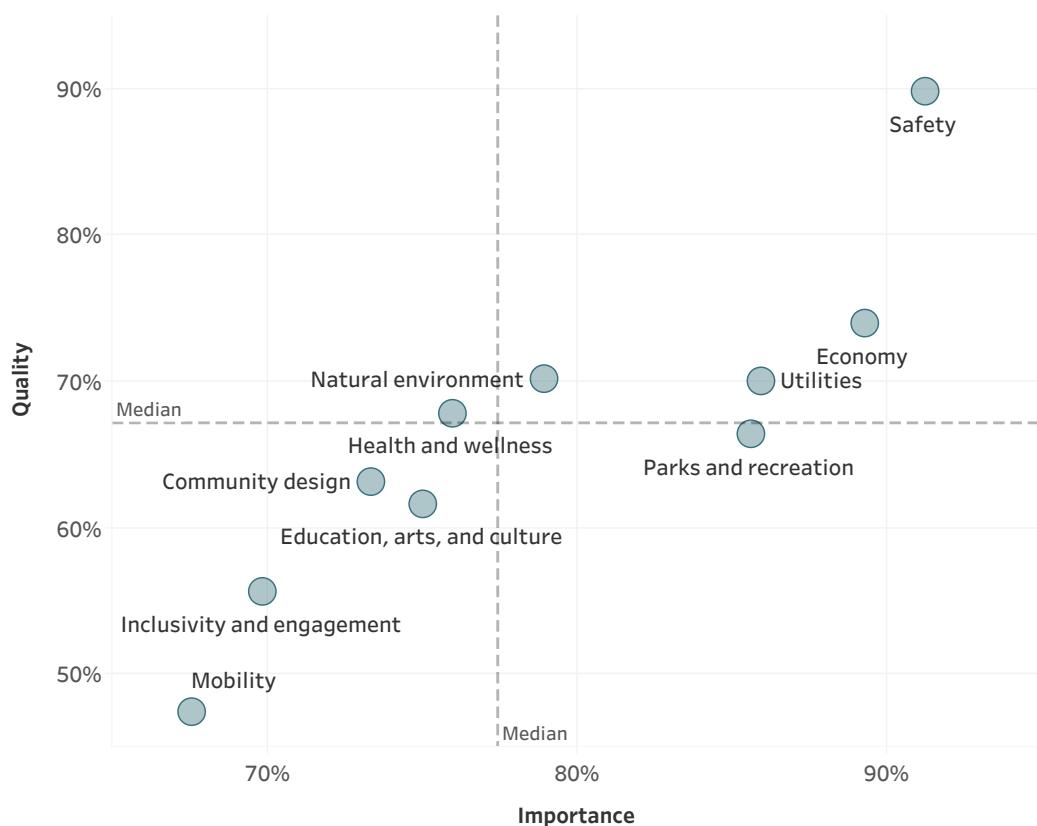
## Balancing performance and importance

Every jurisdiction must balance limited resources while meeting resident needs and striving to optimize community livability. To this end, it is helpful to know what aspects of the community are most important to residents and which they perceive as being of higher or lower quality. It is especially helpful to know when a facet of livability is considered of high importance but rated as lower quality, as this should be a top priority to address.

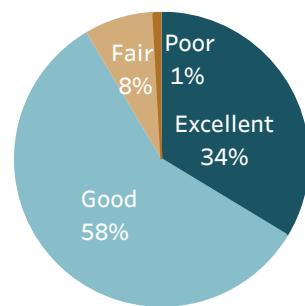
To help guide City staff and officials with decisions on future resource allocation, resident ratings of the importance of services were compared to their ratings of the quality of these services. To identify the services perceived by residents to have relatively lower quality at the same time as relatively higher importance, all services were ranked from highest perceived quality to lowest perceived quality and from highest perceived importance to lowest perceived importance. Some services were in the top half of both lists (higher quality and higher importance); some were in the top half of one list but the bottom half of the other (higher quality and lower importance or lower quality and higher importance); and some services were in the bottom half of both lists.

Services receiving quality ratings of excellent or good by 67% or more of respondents were considered of "higher quality" and those with ratings lower than 67% were considered to be of "lower quality." Services were classified as "more important" if they were rated as essential or very important by 77% or more of respondents. Services were rated as "less important" if they received a rating of less than 77%. This classification uses the median ratings for quality and importance to divide the services in half.

The quadrants in the figure below show which community facets were given higher or lower importance ratings (right-left) and which had higher or lower quality ratings (up-down). Facets of livability falling closer to a diagonal line from the lower left to the upper right are those where performance ratings are more commensurate with resident priorities. Facets scoring closest to the lower right hand corner of the matrix (higher in importance and lower in quality) are those that may warrant further investigation to see if changes to their delivery are necessary to improve their performance. This is the key part of this chart on which to focus. Facets falling in the top left hand corner of the chart (lower in importance but higher in quality) are areas where performance may outscore resident priorities, and may be a consideration for lower resource allocation.



The overall quality of life in La Vista, 2023



## Quality of life

Measuring community livability starts with assessing the quality of life of those who live there, and ensuring that the community is attractive, accessible, and welcoming to all.

**Please rate each of the following aspects of quality of life in La Vista.**

(% excellent or good)



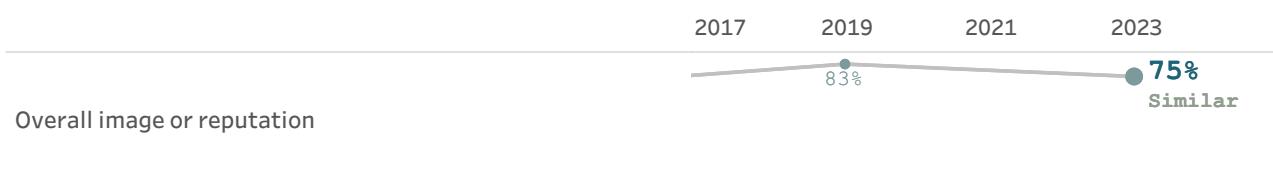
**Please indicate how likely or unlikely you are to do each of the following.**

(% very or somewhat likely)



**Please rate each of the following in the La Vista community.**

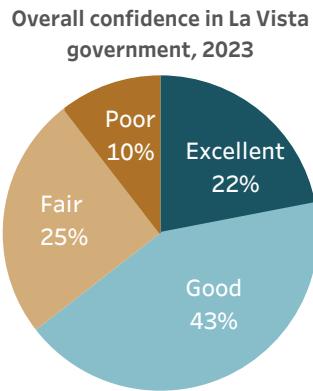
(% excellent or good)



\* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

## Governance

Strong local governments produce results that meet the needs of residents while making the best use of available resources, and are responsive to the present and future needs of the community as a whole.



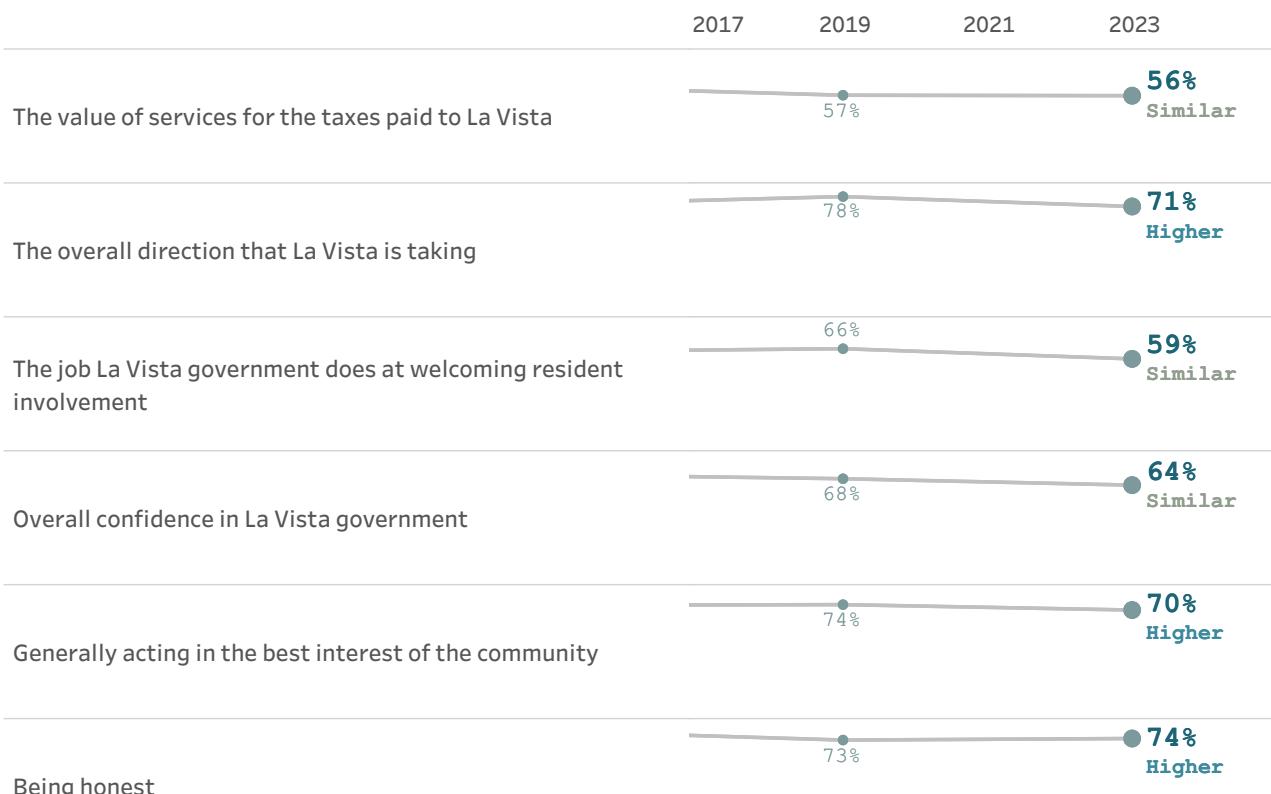
**Please rate the quality of each of the following services in La Vista.**

(% excellent or good)



**Please rate the following categories of La Vista government performance.**

(% excellent or good)





**Overall, how would you rate the quality of the services provided by each of the following?  
(% excellent or good)**

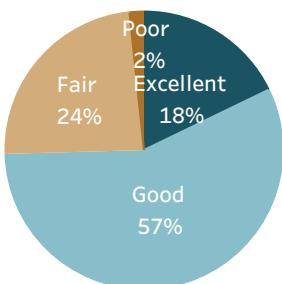


\* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

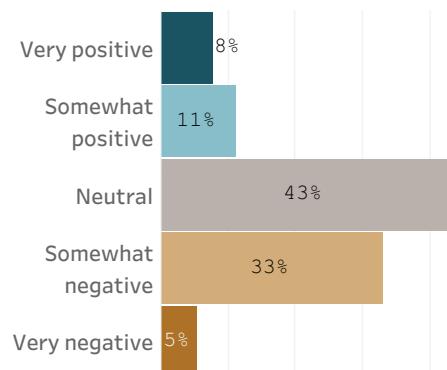
## Economy

Local governments work together with private and nonprofit businesses, and with the community at large, to foster sustainable growth, create jobs, and promote a thriving local economy.

Overall economic health of La Vista, 2023



What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:



Please rate each of the following characteristics as they relate to La Vista as a whole.  
(% excellent or good)



Please rate each of the following aspects of quality of life in La Vista.  
(% excellent or good)

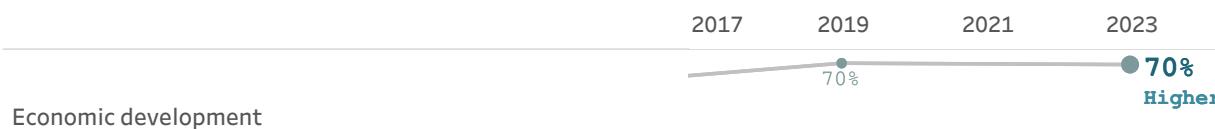


Please rate each of the following in the La Vista community.  
(% excellent or good)

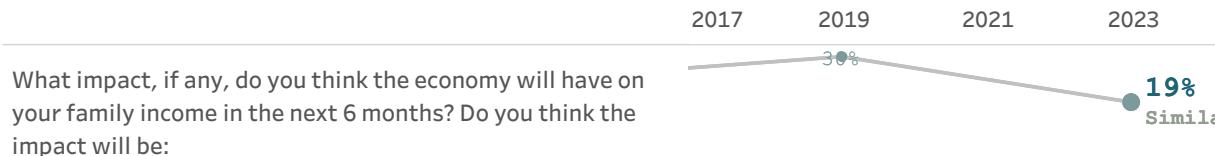




**Please rate the quality of each of the following services in La Vista.**  
**(% excellent or good)**

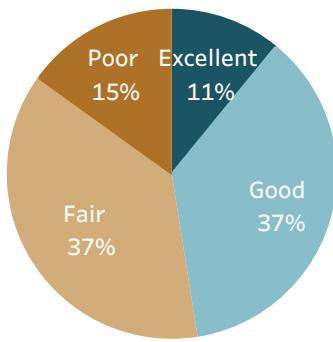


**What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:**  
**(% very or somewhat positive)**



\* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

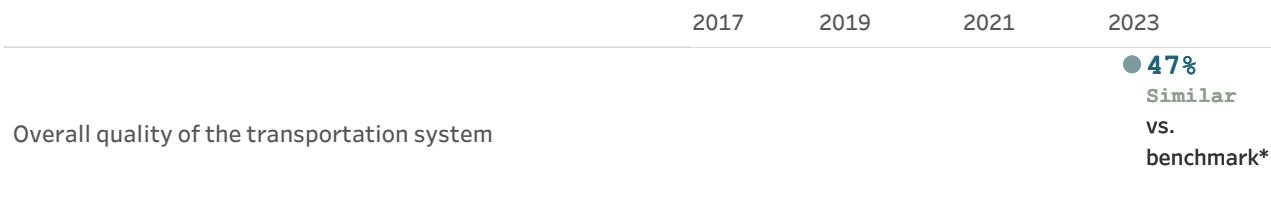
### Overall quality of the transportation system in La Vista, 2023



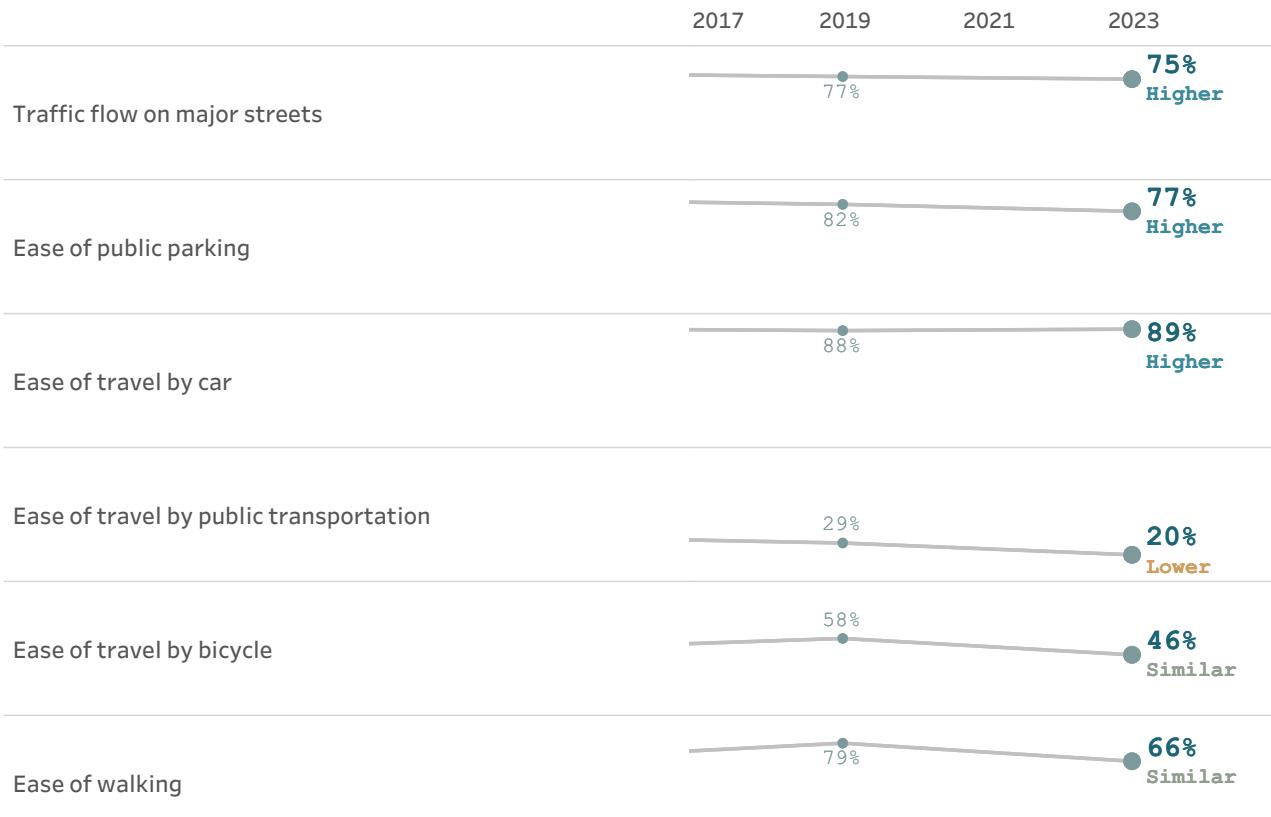
## Mobility

The ease with which residents can move about their communities, whether for commuting, leisure, or recreation, plays a major role in the quality of life for all who live, work, and play in the community.

**Please rate each of the following characteristics as they relate to La Vista as a whole.**  
(% excellent or good)

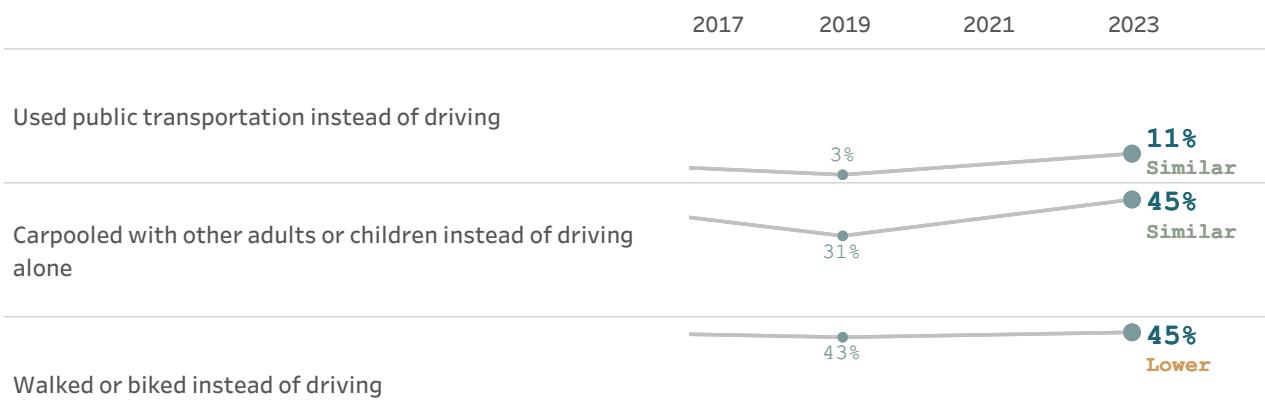


**Please also rate each of the following in the La Vista community.**  
(% excellent or good)



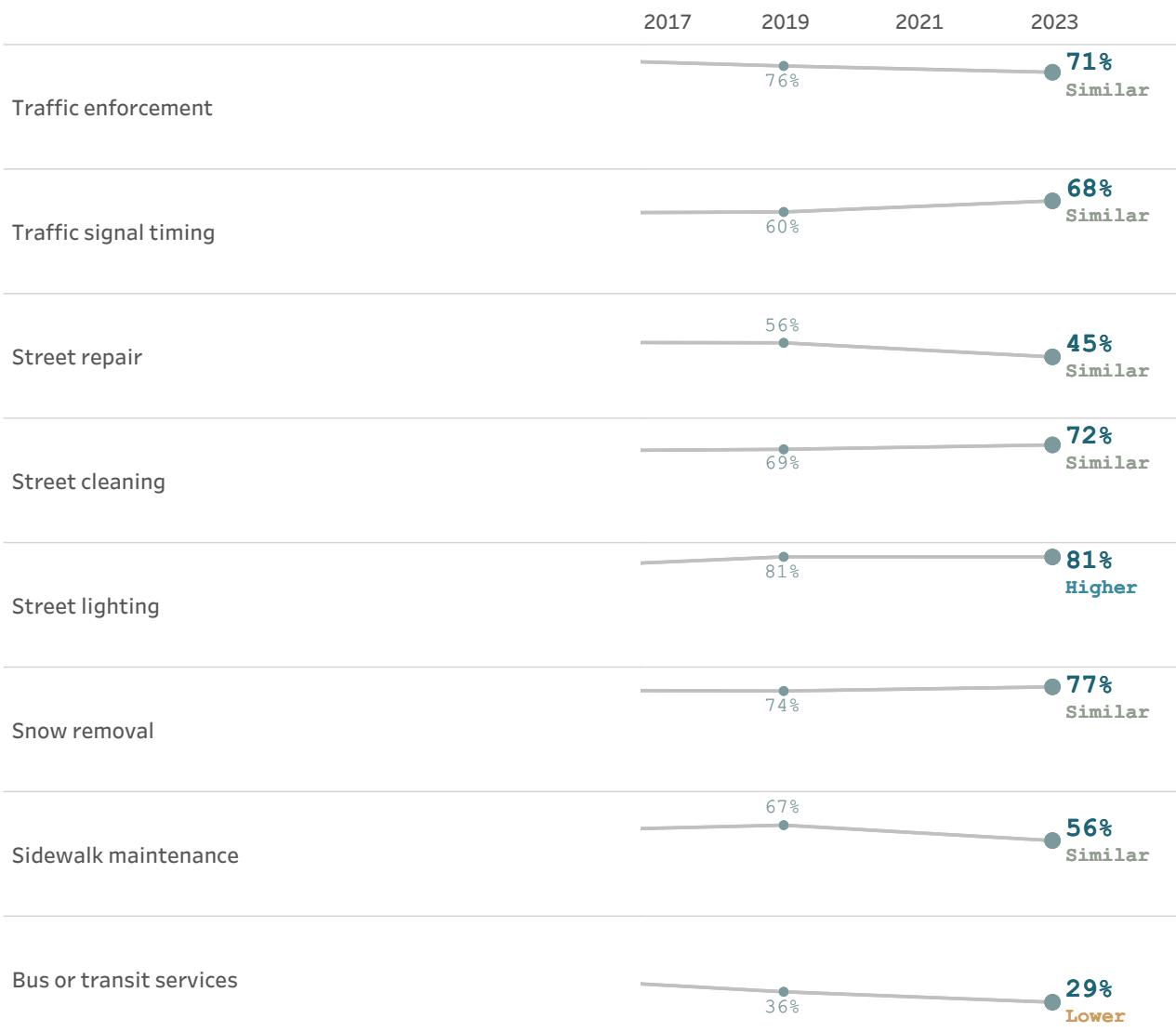
Please indicate whether or not you have done each of the following in the last 12 months.

(% yes)



Please rate the quality of each of the following services in La Vista.

(% excellent or good)

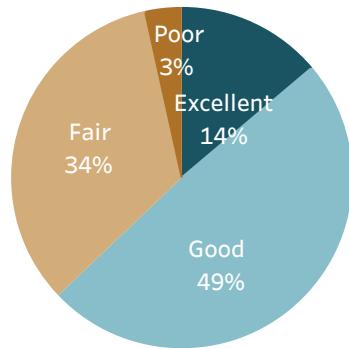


\* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

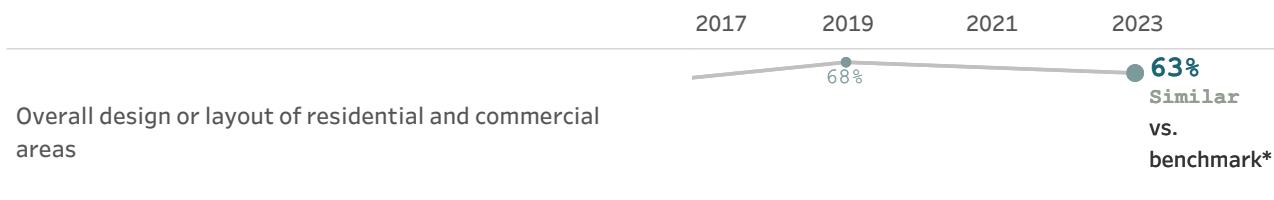
## Community design

A well-designed community enhances the quality of life for its residents by encouraging smart land use and zoning, ensuring that affordable housing is accessible to all, and providing access to parks and other green spaces.

Overall design or layout of La Vista's residential and commercial areas, 2023



Please rate each of the following characteristics as they relate to La Vista as a whole.  
(% excellent or good)



Please rate each of the following aspects of quality of life in La Vista.  
(% excellent or good)



Please also rate each of the following in the La Vista community.  
(% excellent or good)



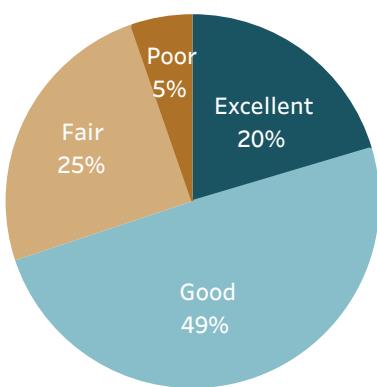


**Please rate the quality of each of the following services in La Vista.  
(% excellent or good)**



\* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

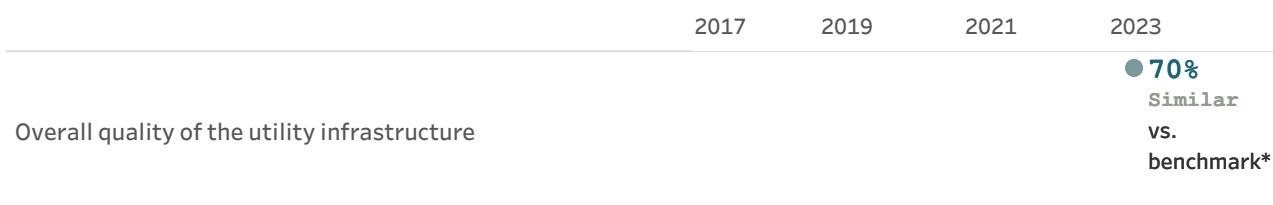
Overall quality of the utility infrastructure in La Vista, 2023



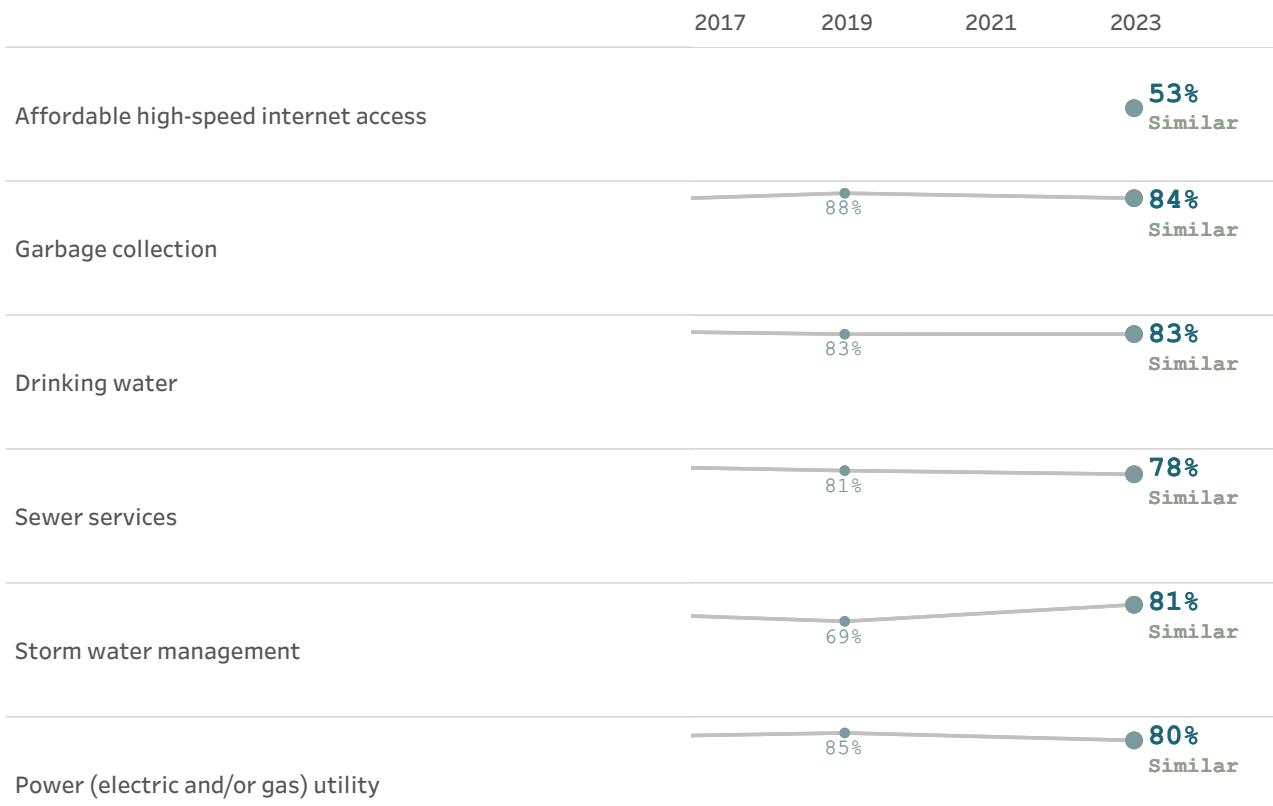
## Utilities

Services such as water, gas, electricity, and internet access play a vital role in ensuring the physical and economic health and well-being of the communities they serve.

Please rate each of the following characteristics as they relate to La Vista as a whole.  
(% excellent or good)



Please rate the quality of each of the following services in La Vista.  
(% excellent or good)



Utility billing



\* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

### Overall feeling of safety in La Vista, 2023

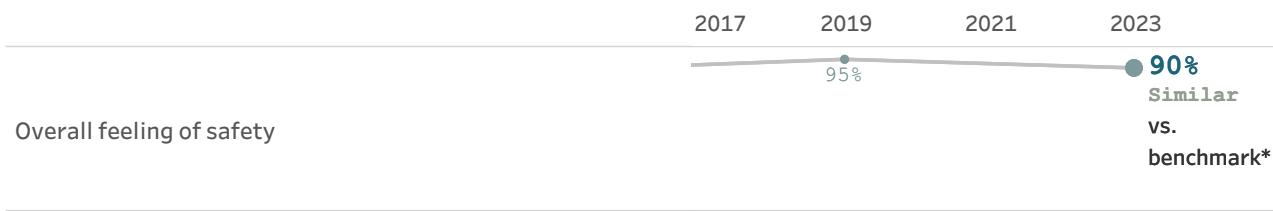


## Safety

Public safety is often the most important task facing local governments. All residents should feel safe and secure in their neighborhoods and in the greater community, and providing robust safety-related services is essential to residents' quality of life.

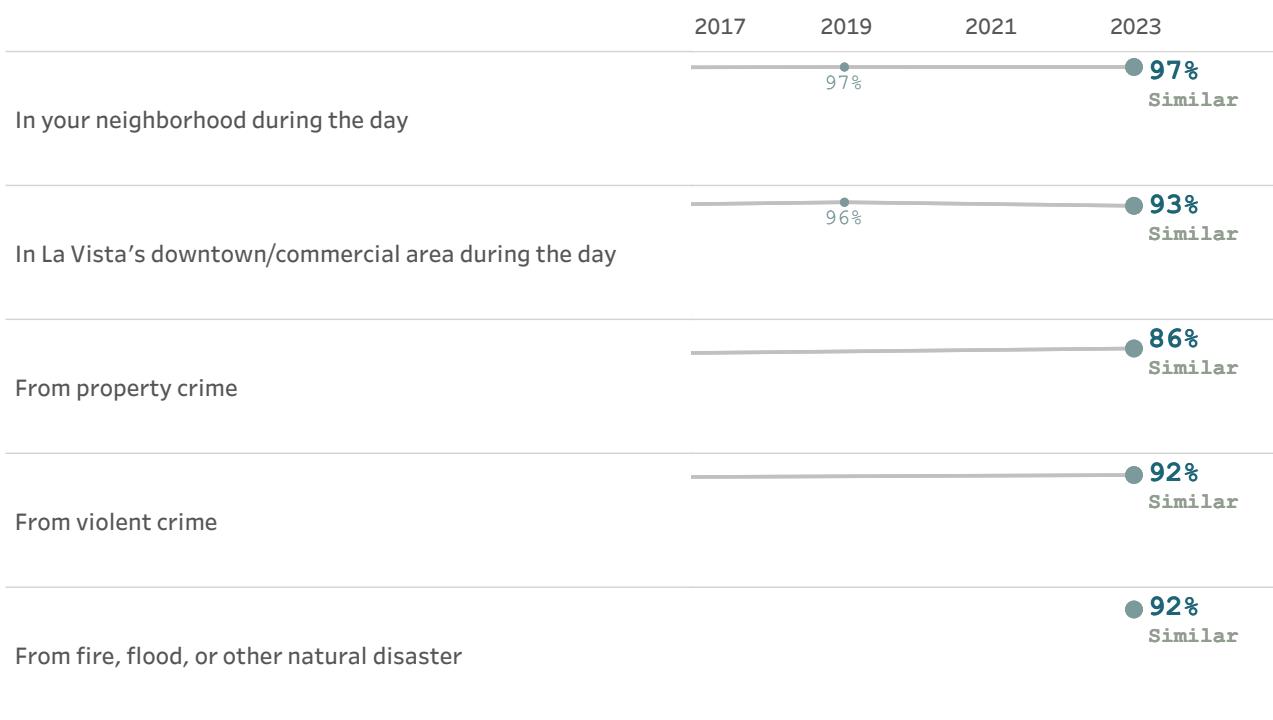
**Please rate each of the following characteristics as they relate to La Vista as a whole.**

(% excellent or good)



**Please rate how safe or unsafe you feel:**

(% very or somewhat safe)

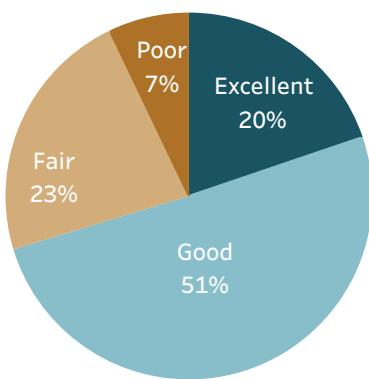


**Please rate the quality of each of the following services in La Vista.  
(% excellent or good)**



\* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

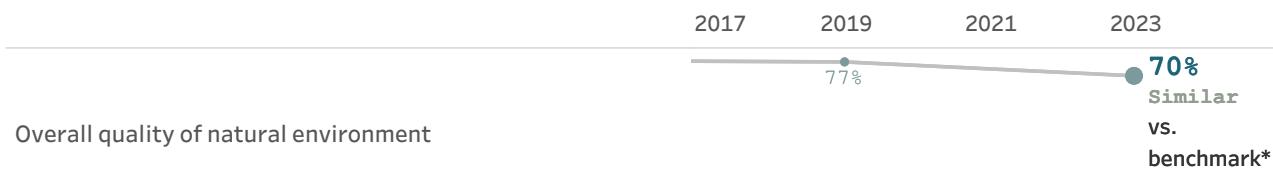
### Overall quality of natural environment in La Vista, 2023



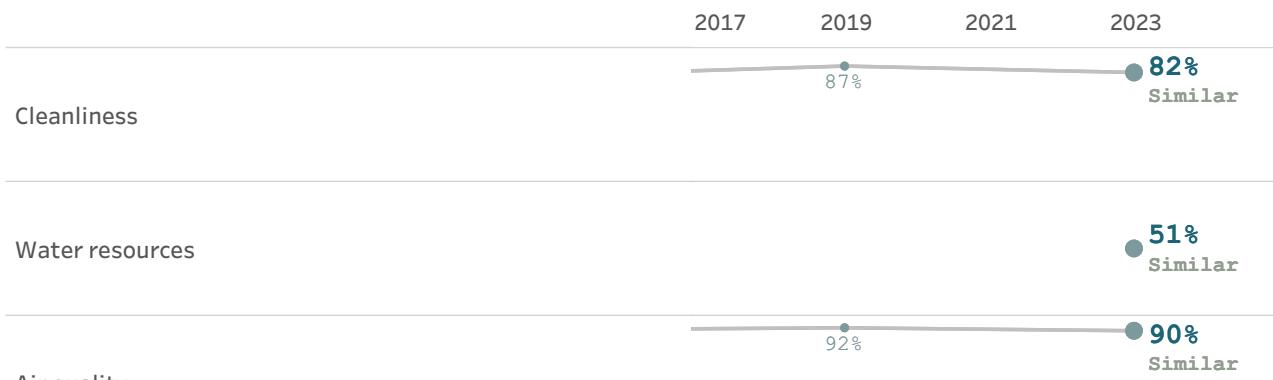
## Natural environment

The natural environment plays a vital role in the health and well-being of residents. The natural spaces in which residents live and experience their communities has a direct and profound effect on quality of life.

Please rate each of the following characteristics as they relate to La Vista as a whole.  
(% excellent or good)



Please also rate each of the following in the La Vista community.  
(% excellent or good)



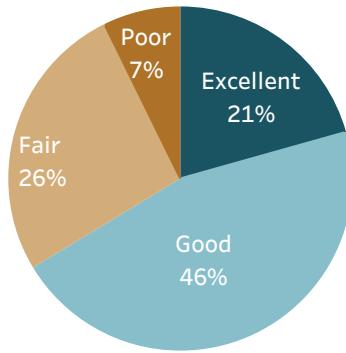
Please rate the quality of each of the following services in La Vista.  
(% excellent or good)





\* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

### Overall quality of parks and recreation opportunities, 2023



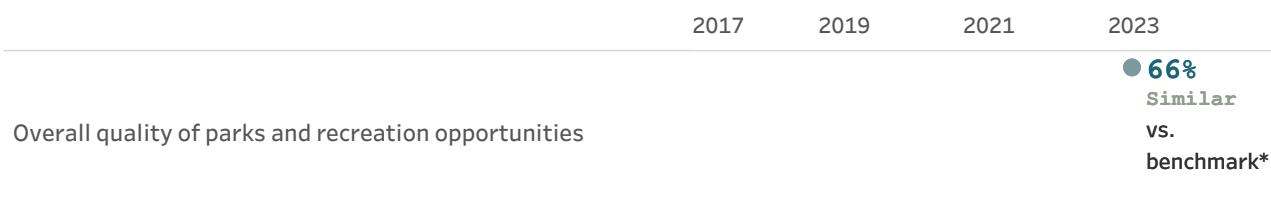
## Parks and recreation

"There are no communities that pride themselves on their quality of life, promote themselves as a desirable location for businesses to relocate, or maintain that they are environmental stewards of their natural resources, without such communities having a robust, active system of parks and recreation programs for public use and enjoyment."

- National Recreation and Park Association

Please rate each of the following characteristics as they relate to La Vista as a whole.

(% excellent or good)



Please also rate each of the following in the La Vista community.

(% excellent or good)



Please rate the quality of each of the following services in La Vista.

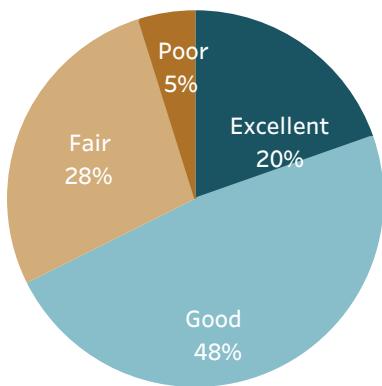
(% excellent or good)





\* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

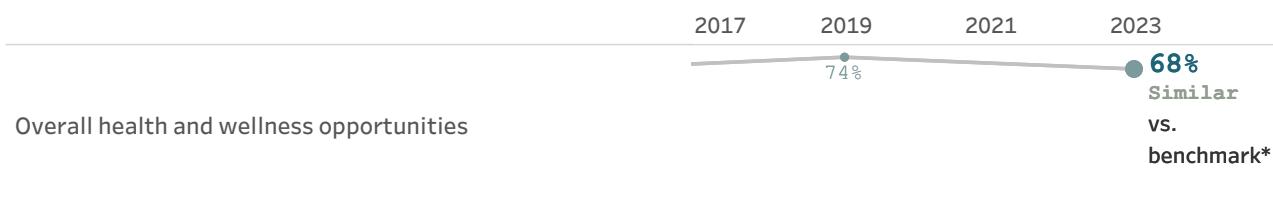
## Overall health and wellness opportunities in La Vista, 2023



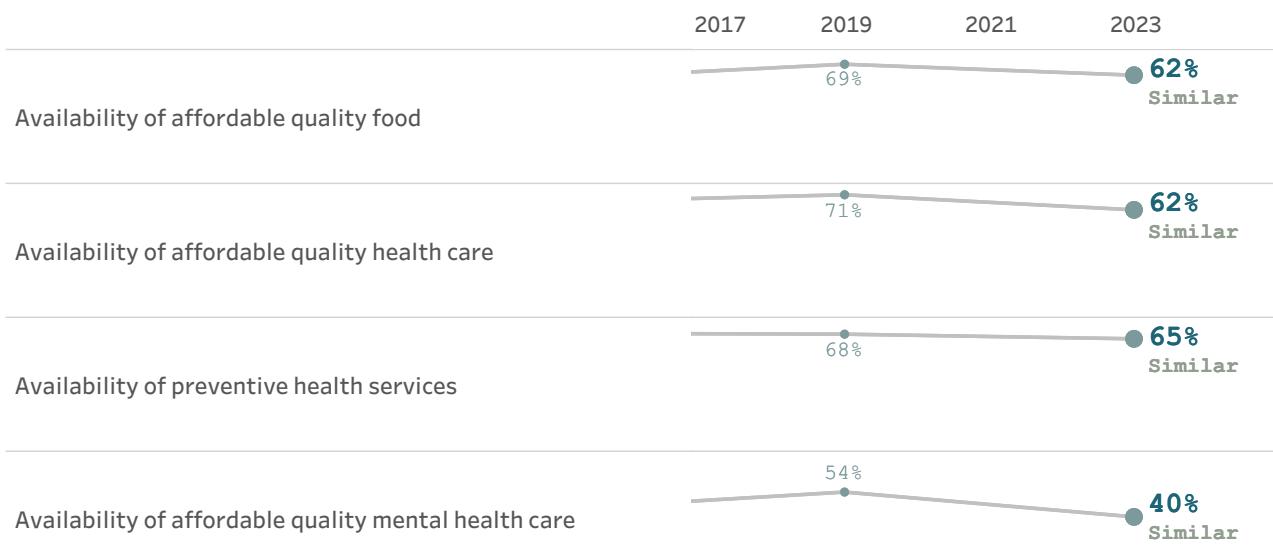
## Health and wellness

The characteristics of and amenities available in the communities in which people live has a direct impact on the health and wellness of residents, and thus, on their quality of life overall.

Please rate each of the following characteristics as they relate to La Vista as a whole.  
(% excellent or good)



Please also rate each of the following in the La Vista community.  
(% excellent or good)



Please rate the quality of each of the following services in La Vista.  
(% excellent or good)



**Please rate your overall health.  
(% excellent or very good)**



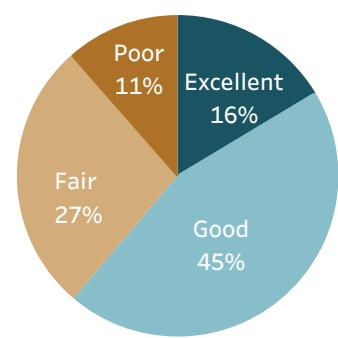
Please rate your overall health.

\* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

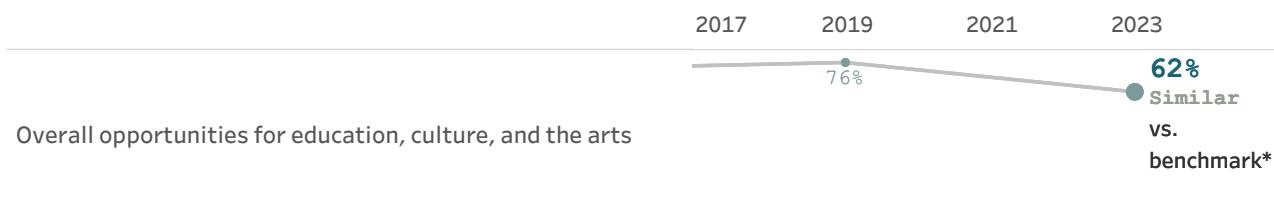
## Education, arts, and culture

Participation in the arts, in educational opportunities, and in cultural activities is linked to increased civic engagement, greater social tolerance, and enhanced enjoyment of the local community.

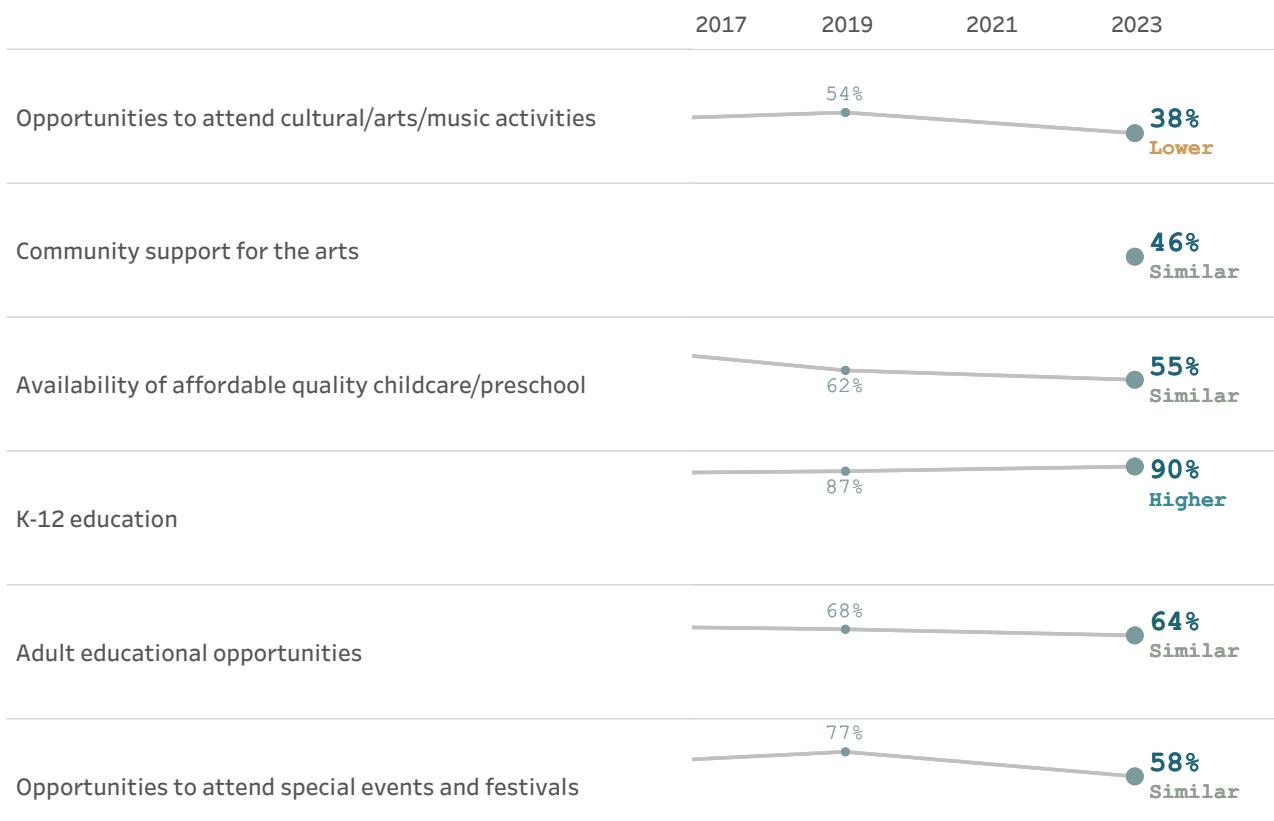
Overall opportunities for education, culture and the arts, 2023



Please rate each of the following characteristics as they relate to La Vista as a whole.  
(% excellent or good)



Please also rate each of the following in the La Vista community.  
(% excellent or good)



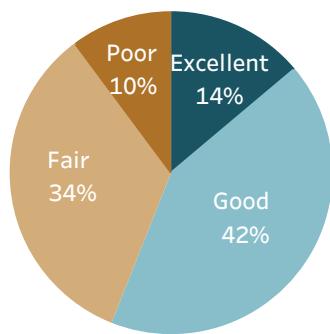
Please rate the quality of each of the following services in La Vista.

(% excellent or good)



\* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

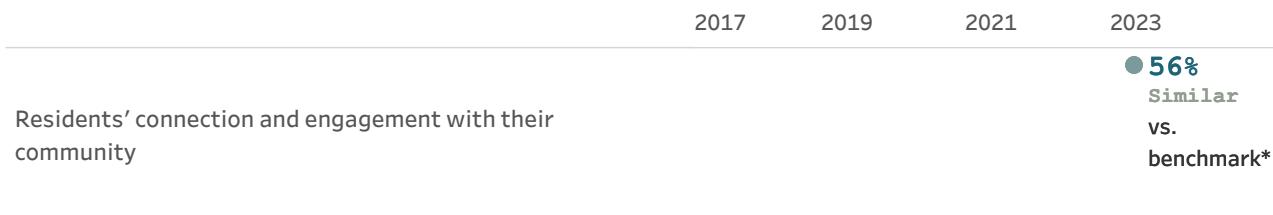
Residents' connection and engagement with their community, 2023



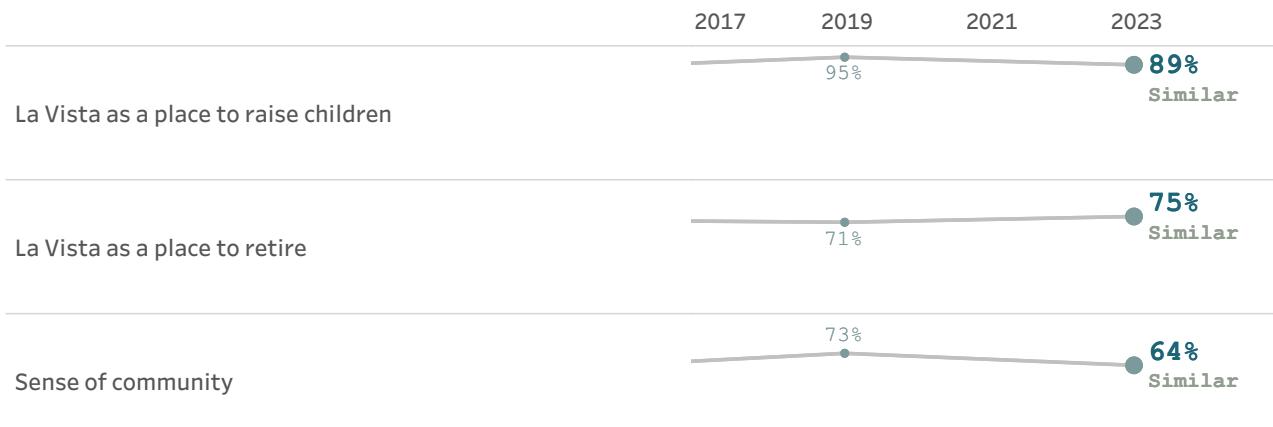
## Inclusivity and engagement

Inclusivity refers to a cultural and environmental feeling of belonging; residents who feel invited to participate within their communities feel more included, involved, and engaged than those who do not.

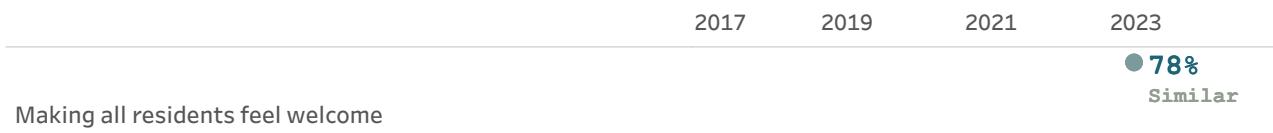
Please rate each of the following characteristics as they relate to La Vista as a whole.  
(% excellent or good)

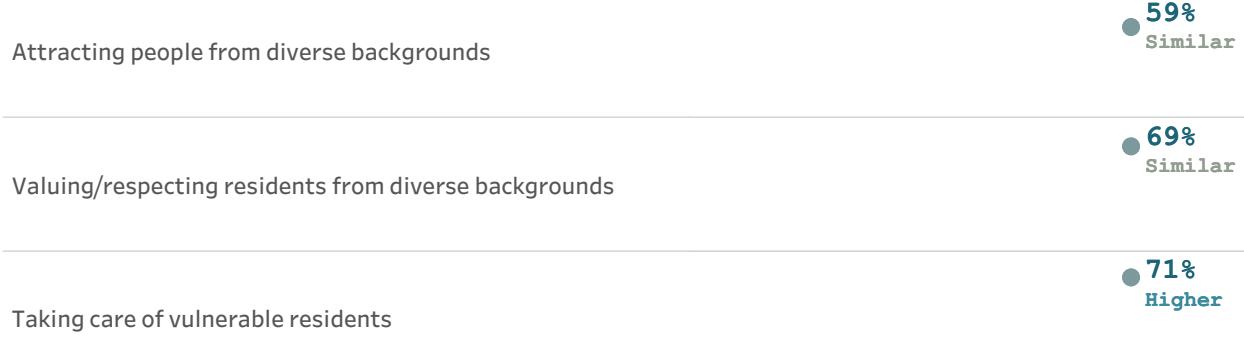


Please rate each of the following aspects of quality of life in La Vista.  
(% excellent or good)

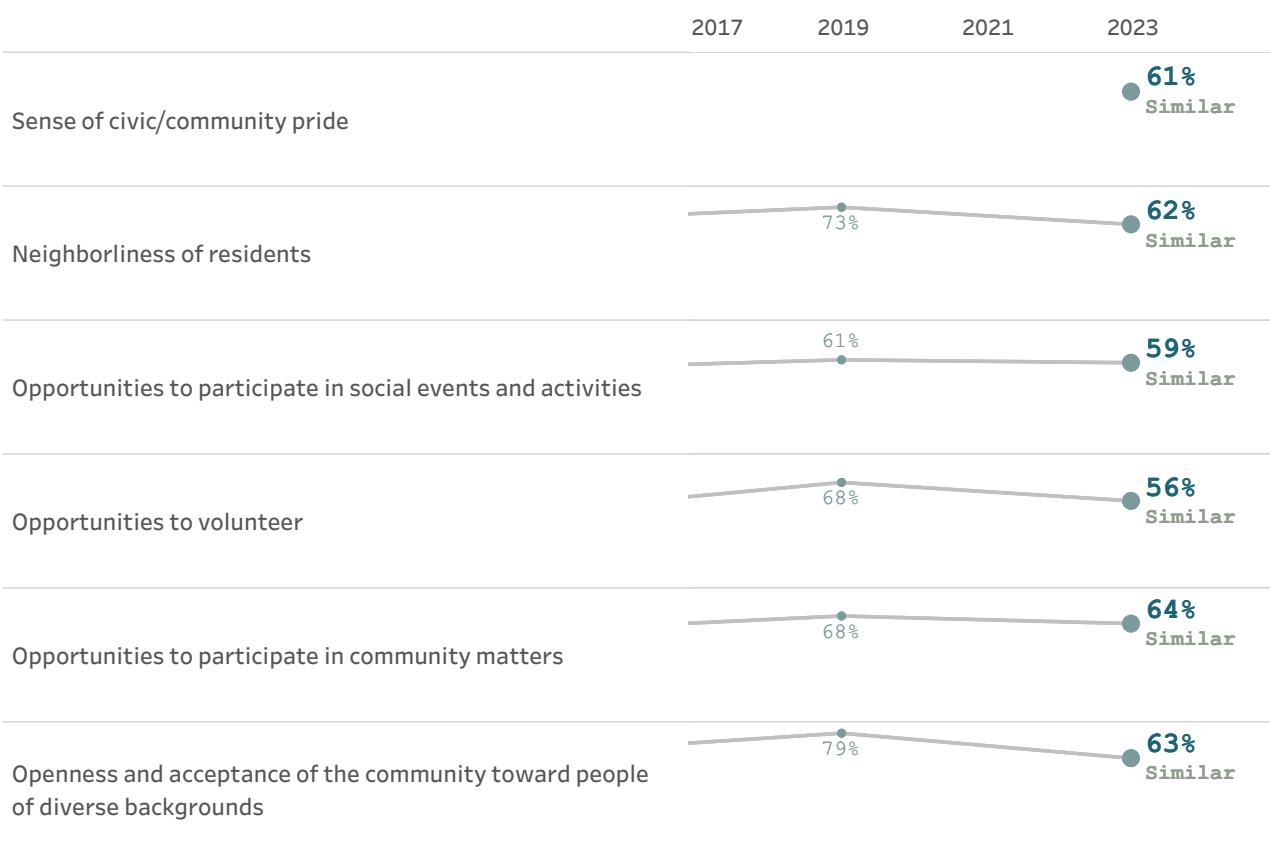


Please rate the job you feel the La Vista community does at each of the following.  
(% excellent or good)





**Please also rate each of the following in the La Vista community.**  
(% excellent or good)

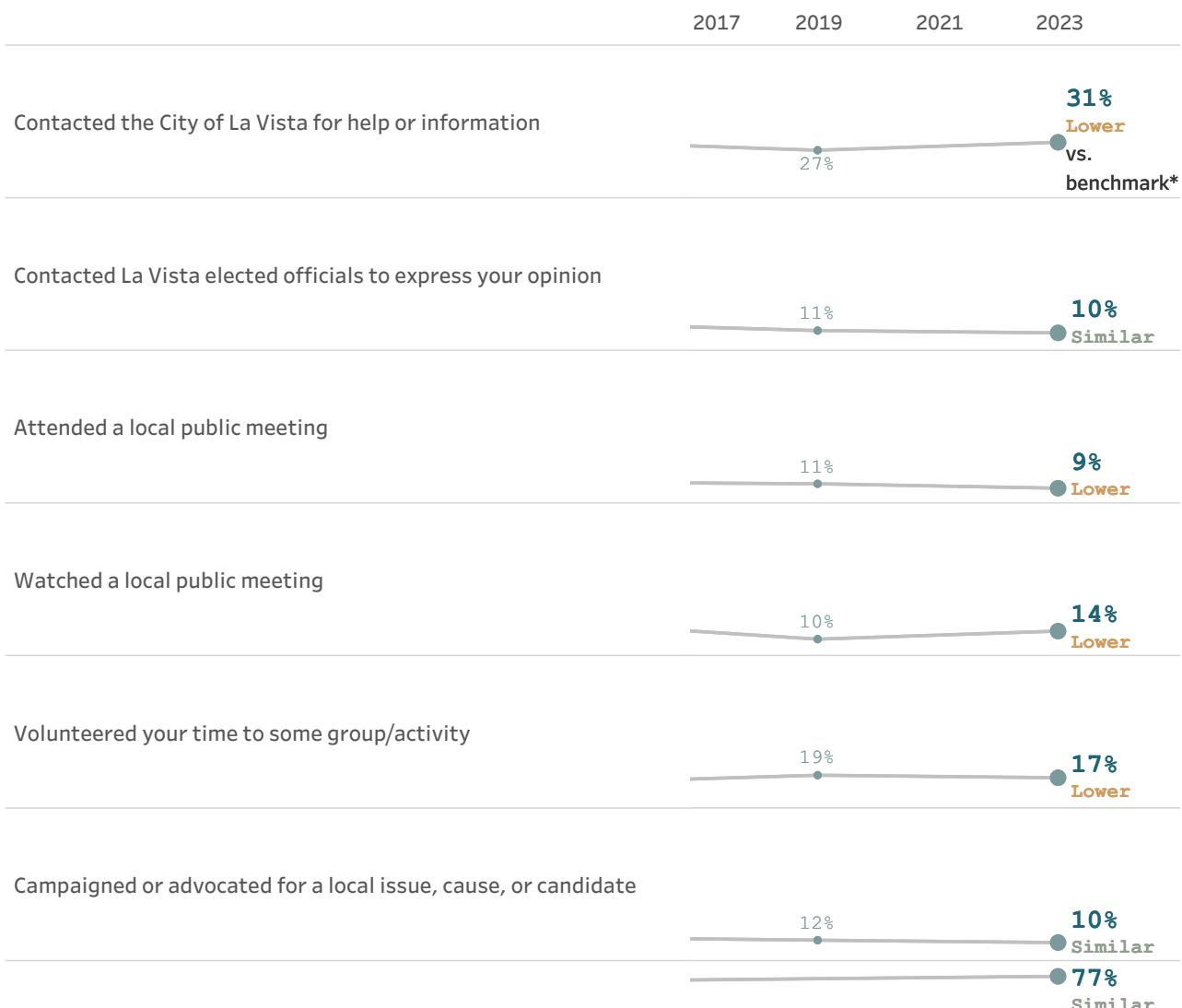


\* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

## Residents' participation levels

Please indicate whether or not you have done each of the following in the last 12 months.

(% yes)



In general, how many times do you:  
(% a few times a week or more)



● 87%  
Similar

Visit social media sites

● 95%  
Similar

Use or check email

● 29%  
Similar

Share your opinions online

● 53%  
Similar

Shop online

\* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

## National benchmark tables

This table contains the comparisons of La Vista's results to those from other communities. The first column shows the comparison of La Vista's rating to the benchmark. La Vista's results are noted as being "higher", "lower" or "similar" to the benchmark, meaning that the average rating given by La Vista residents is statistically similar to or different than the benchmark. The second column is La Vista's "percent positive." Most commonly, the percent positive is the combination of the top two most positive response options (i.e., excellent/good). The third column is the rank assigned to La Vista's rating among communities where a similar question was asked. The fourth column is the number of communities that asked a similar question. The fifth column shows the percentile for La Vista's result -- that is what percent of surveyed communities had a lower rating than La Vista.

			% positive	Rank	Number of communities	Percentile
<b>Please rate each of the following aspects of quality of life in La Vista.</b>	La Vista as a place to live	Similar	93%	119	377	68
	Your neighborhood as a place to live	Similar	82%	179	329	45
	La Vista as a place to raise children	Similar	89%	133	381	65
	La Vista as a place to work	Similar	69%	140	372	62
	La Vista as a place to visit	Similar	58%	198	330	40
	La Vista as a place to retire	Similar	75%	89	377	76
	The overall quality of life	Similar	91%	120	402	70
	Sense of community	Similar	64%	147	329	55
<b>Please rate each of the following characteristics as they relate to La Vista as a whole.</b>	Overall economic health	Similar	74%	124	317	61
	Overall quality of the transportation system	Similar	47%	115	223	48
	Overall design or layout of residential and commercial areas	Similar	63%	117	310	62
	Overall quality of the utility infrastructure	Similar	70%	85	218	61
	Overall feeling of safety	Similar	90%	109	367	70
	Overall quality of natural environment	Similar	70%	241	319	24
	Overall quality of parks and recreation opportunities	Similar	66%	180	223	19
	Overall health and wellness opportunities	Similar	68%	184	312	41
<b>Please indicate how likely or unlikely you are to do each of the following.</b>	Overall opportunities for education, culture, and the arts	Similar	62%	190	314	39
	Residents' connection and engagement with their community	Similar	56%	105	220	52
Recommend living in La Vista to someone who asks		Similar	92%	102	321	68

	Remain in La Vista for the next five years	Similar	88%	72	318	77
<b>Please rate how safe or unsafe you feel:</b>	In your neighborhood during the day	Similar	97%	100	348	71
	In La Vista's downtown/commercial area during the day	Similar	93%	131	332	60
	From property crime	Similar	86%	45	228	80
	From violent crime	Similar	92%	56	228	75
	From fire, flood, or other natural disaster	Similar	92%	33	218	85
<b>Please rate the job you feel the La Vista community does at each of the following.</b>	Making all residents feel welcome	Similar	78%	41	226	82
	Attracting people from diverse backgrounds	Similar	59%	86	223	61
	Valuing/respecting residents from diverse backgrounds	Similar	69%	60	224	73
	Taking care of vulnerable residents	Higher	71%	36	220	84
<b>Please rate each of the following in the La Vista community.</b>	Overall quality of business and service establishments	Similar	77%	109	319	66
	Variety of business and service establishments	Similar	62%	108	221	51
	Vibrancy of downtown/commercial area	Similar	41%	201	298	32
	Employment opportunities	Similar	47%	131	333	60
	Shopping opportunities	Similar	50%	181	324	44
	Cost of living	Similar	51%	69	311	78
	Overall image or reputation	Similar	75%	178	372	52
<b>Please also rate each of the following in the La Vista community.</b>	Traffic flow on major streets	Higher	75%	20	344	94
	Ease of public parking	Higher	77%	48	293	83
	Ease of travel by car	Higher	89%	27	332	92
	Ease of travel by public transportation	Lower	20%	245	294	17
	Ease of travel by bicycle	Similar	46%	179	334	46
	Ease of walking	Similar	66%	146	335	56
	Well-planned residential growth	Higher	69%	18	222	92
	Well-planned commercial growth	Higher	65%	11	222	95
	Well-designed neighborhoods	Similar	68%	56	219	74

<b>Please also rate each of the following in the La Vista community.</b>	Preservation of the historical or cultural character of the community	Similar	59%	153	219	30
	Public places where people want to spend time	Similar	50%	240	305	21
	Variety of housing options	Higher	64%	74	317	76
	Availability of affordable quality housing	Similar	44%	92	340	73
	Overall quality of new development	Similar	63%	48	329	85
	Overall appearance	Similar	70%	191	351	45
	Cleanliness	Similar	82%	114	340	66
	Water resources	Similar	51%	142	202	30
	Air quality	Similar	90%	92	306	70
	Availability of paths and walking trails	Similar	66%	195	335	42
	Fitness opportunities	Similar	67%	185	305	39
	Recreational opportunities	Similar	63%	199	326	39
	Availability of affordable quality food	Similar	62%	150	302	50
	Availability of affordable quality health care	Similar	62%	124	311	60
	Availability of preventive health services	Similar	65%	115	297	61
	Availability of affordable quality mental health care	Similar	40%	158	299	47
	Opportunities to attend cultural/arts/music activities	Lower	38%	265	322	18
	Community support for the arts	Similar	46%	152	219	31
	Availability of affordable quality childcare/preschool	Similar	55%	93	308	70
	K-12 education	Higher	90%	56	310	82
	Adult educational opportunities	Similar	64%	58	302	81
	Sense of civic/community pride	Similar	61%	110	219	50
	Neighborliness of residents	Similar	62%	158	307	48
	Opportunities to participate in social events and activities	Similar	59%	161	314	49
	Opportunities to attend special events and festivals	Similar	58%	188	311	39
	Opportunities to volunteer	Similar	56%	255	310	18

<b>Please also rate each of the following in the La Vista community.</b>	Opportunities to participate in community matters	Similar	64%	149	312	52
	Openness and acceptance of the community toward people of diverse backgrounds	Similar	63%	129	329	61
<b>Please indicate whether or not you have done each of the following in the last 12 months.</b>	Contacted the City of La Vista for help or information	Lower	31%	329	347	5
	Contacted La Vista elected officials to express your opinion	Similar	10%	276	305	9
	Attended a local public meeting	Lower	9%	304	308	1
	Watched a local public meeting	Lower	14%	252	290	13
	Volunteered your time to some group/activity	Lower	17%	293	311	6
	Campaigned or advocated for a local issue, cause, or candidate	Similar	10%	277	301	8
	Voted in your most recent local election	Similar	77%	110	221	50
	Used public transportation instead of driving	Similar	11%	167	281	40
	Carpooled with other adults or children instead of driving alone	Similar	45%	112	302	63
	Walked or biked instead of driving	Lower	45%	241	306	21
<b>Please rate the quality of each of the following services in La Vista.</b>	Public information services	Similar	74%	77	324	76
	Economic development	Higher	70%	47	318	85
	Traffic enforcement	Similar	71%	78	366	78
	Traffic signal timing	Similar	68%	47	310	85
	Street repair	Similar	45%	170	360	53
	Street cleaning	Similar	72%	117	324	64
	Street lighting	Higher	81%	34	353	90
	Snow removal	Similar	77%	49	270	82
	Sidewalk maintenance	Similar	56%	170	322	47
	Bus or transit services	Lower	29%	245	290	15
	Land use, planning and zoning	Similar	51%	74	326	77
	Code enforcement	Similar	59%	102	359	71
	Affordable high-speed internet access	Similar	53%	88	216	59
	Garbage collection	Similar	84%	168	343	51

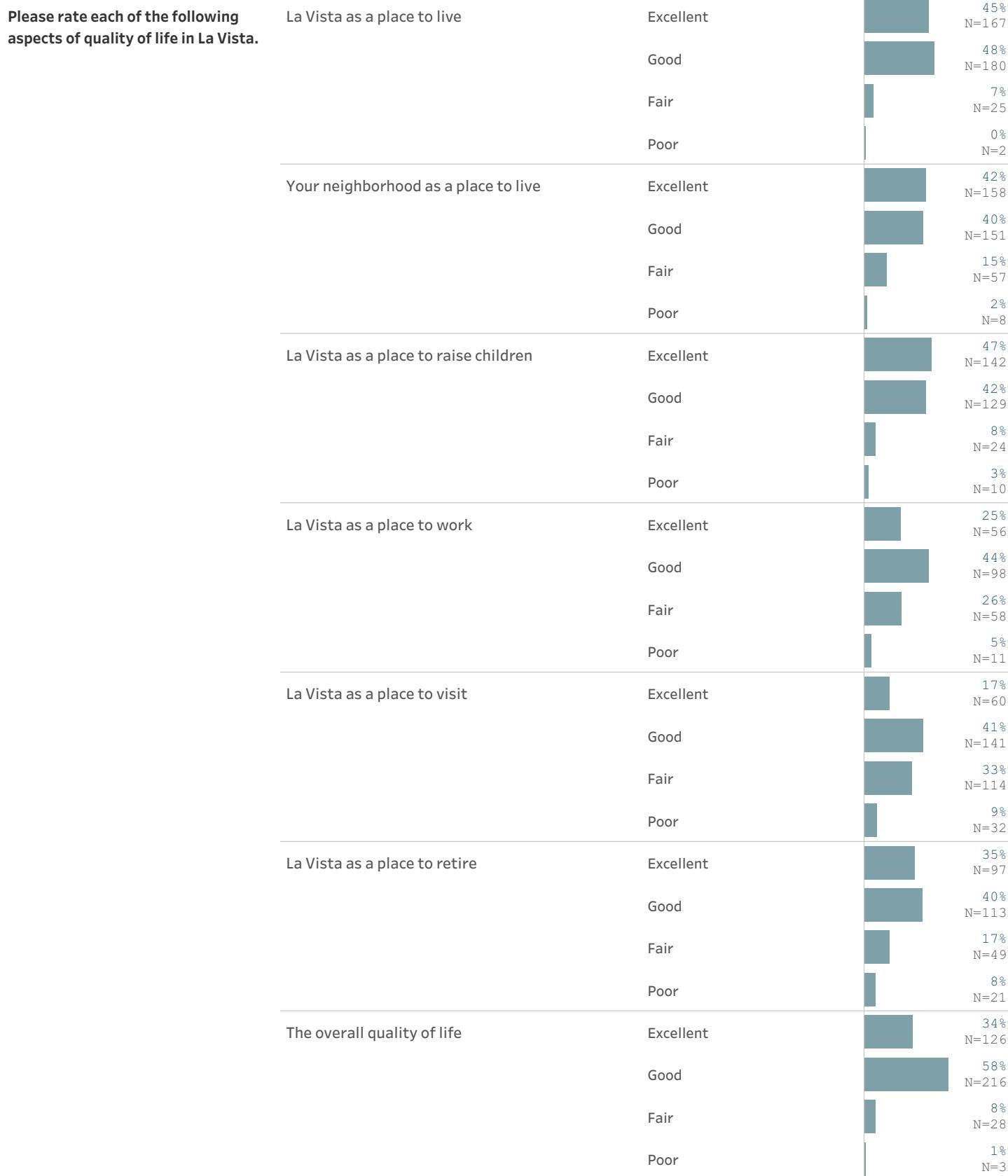
**Please rate the quality of each of the following services in La Vista.**

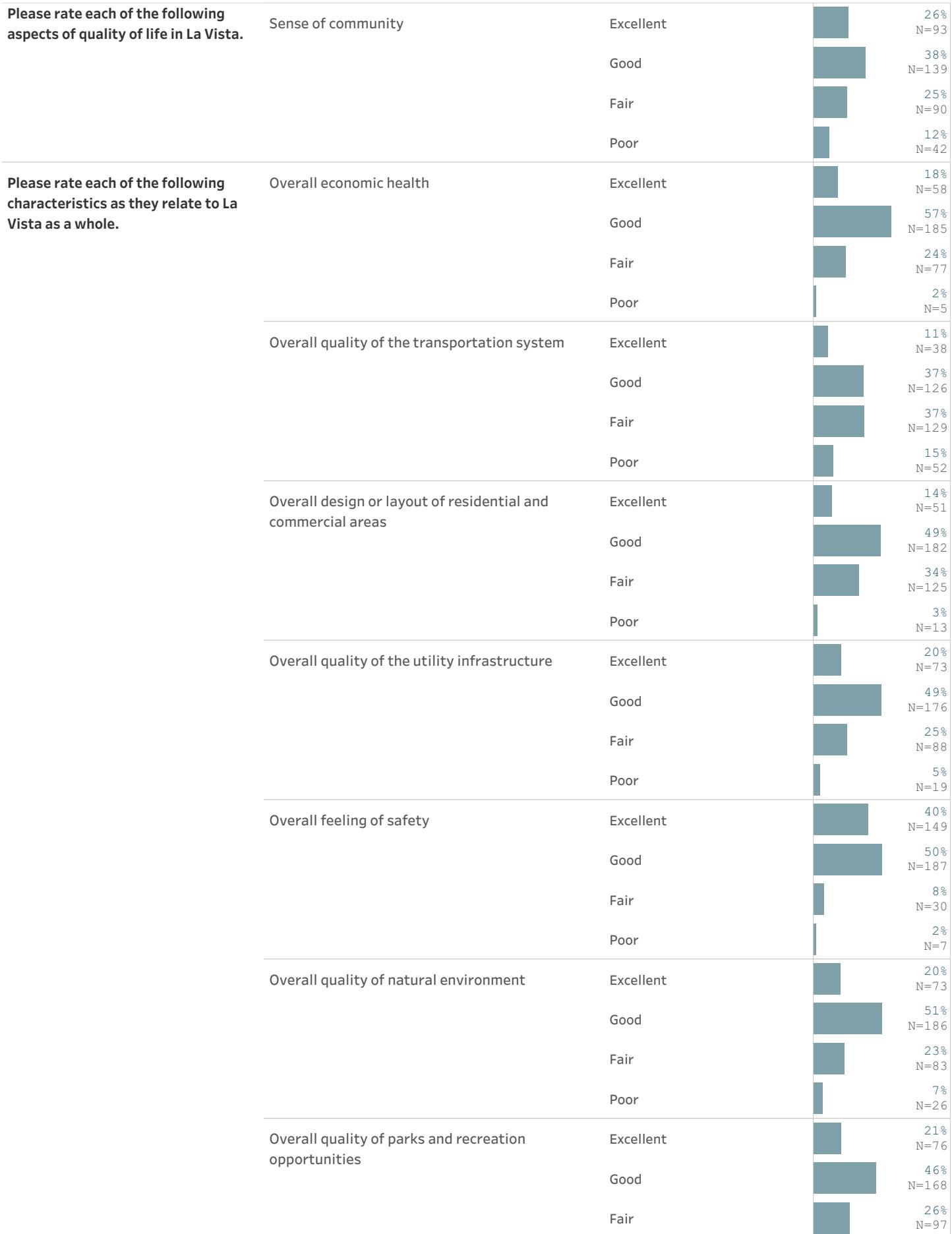
Drinking water	Similar	83%	82	322	74
Sewer services	Similar	78%	172	325	47
Storm water management	Similar	81%	105	336	69
Power (electric and/or gas) utility	Similar	80%	132	268	51
Utility billing	Similar	66%	172	291	41
Police/Sheriff services	Similar	84%	174	393	55
Crime prevention	Similar	83%	93	365	74
Animal control	Similar	79%	64	336	81
Ambulance or emergency medical services	Similar	91%	149	331	55
Fire services	Similar	92%	186	356	48
Fire prevention and education	Similar	80%	201	321	37
Emergency preparedness	Similar	72%	142	319	55
Preservation of natural areas	Similar	54%	226	304	25
La Vista open space	Similar	60%	152	299	49
Recycling	Lower	55%	304	345	12
Yard waste pick-up	Similar	74%	166	302	45
City parks	Similar	72%	264	338	22
Recreation programs or classes	Similar	69%	181	332	45
Recreation centers or facilities	Similar	72%	137	314	56
Health services	Similar	79%	82	290	72
Public library services	Similar	88%	116	335	65
Overall customer service by La Vista employees	Similar	86%	87	381	77
<b>Please rate the following categories of La Vista government performance.</b>					
The value of services for the taxes paid to La Vista	Similar	56%	168	385	56
The overall direction that La Vista is taking	Higher	71%	35	350	90
The job La Vista government does at welcoming resident involvement	Similar	59%	74	348	78
Overall confidence in La Vista government	Similar	64%	50	315	84

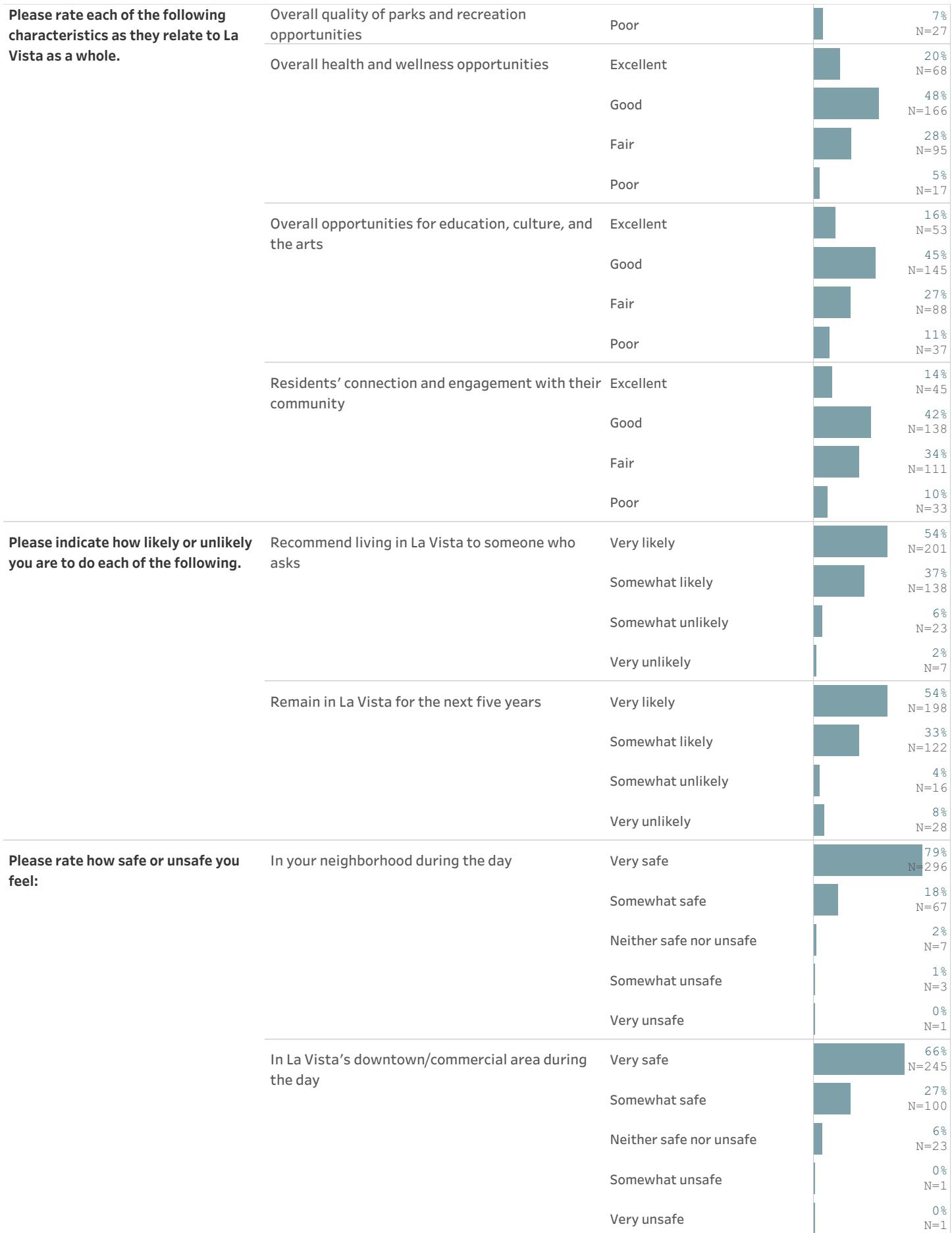
<b>Please rate the following categories of La Vista government performance.</b>	Generally acting in the best interest of the community	Higher	70%	42	319	87
	Being honest	Higher	74%	36	310	88
	Being open and transparent to the public	Higher	72%	25	225	89
	Informing residents about issues facing the community	Higher	67%	15	230	93
	Treating all residents fairly	Higher	73%	41	316	87
	Treating residents with respect	Similar	77%	51	222	77
<b>Overall, how would you rate the quality of the services provided by each of the following?</b>	The City of La Vista	Similar	78%	92	377	75
	The Federal Government	Similar	35%	217	300	28
<b>Please rate how important, if at all, you think it is for the La Vista community to focus on each of the following in the coming two years.</b>	Overall economic health	Similar	89%	107	293	63
	Overall quality of the transportation system	Similar	68%	172	218	21
	Overall design or layout of residential and commercial areas	Similar	73%	192	293	34
	Overall quality of the utility infrastructure	Similar	86%	131	217	40
	Overall feeling of safety	Similar	91%	142	293	51
	Overall quality of natural environment	Similar	79%	205	293	30
	Overall quality of parks and recreation opportunities	Similar	86%	33	218	85
	Overall health and wellness opportunities	Similar	76%	112	293	61
	Overall opportunities for education, culture, and the arts	Similar	75%	151	293	48
	Residents' connection and engagement with their community	Similar	70%	141	293	52
<b>In general, how many times do you:</b>	Access the internet from your home	Similar	93%	140	218	36
	Access the internet from your cell phone	Similar	92%	156	218	28
	Visit social media sites	Similar	87%	7	217	97
	Use or check email	Similar	95%	162	218	26
	Share your opinions online	Similar	29%	115	218	47
	Shop online	Similar	53%	135	217	38
	Please rate your overall health.	Similar	63%	224	301	25
	What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:	Similar	19%	200	303	34

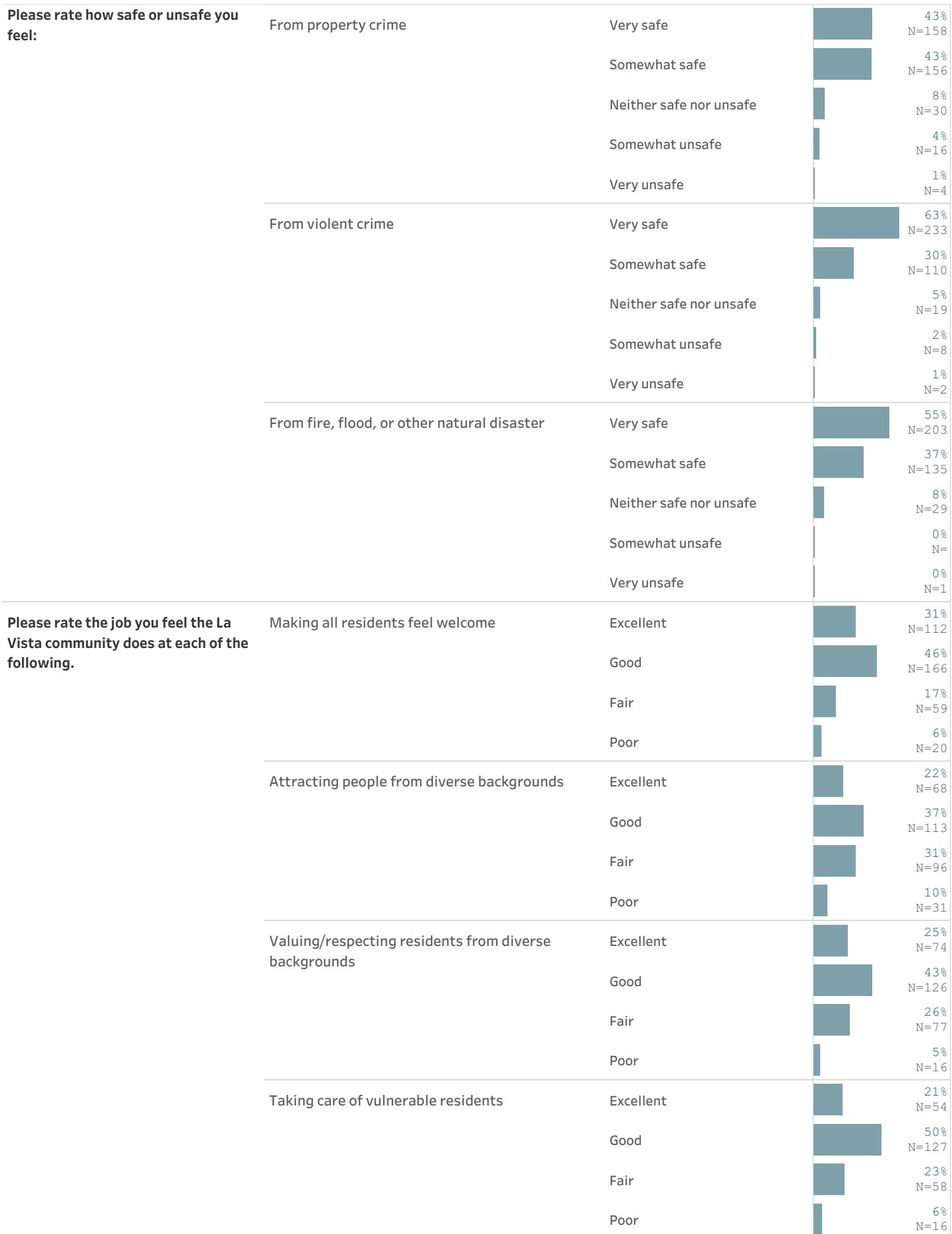
## Complete set of frequencies

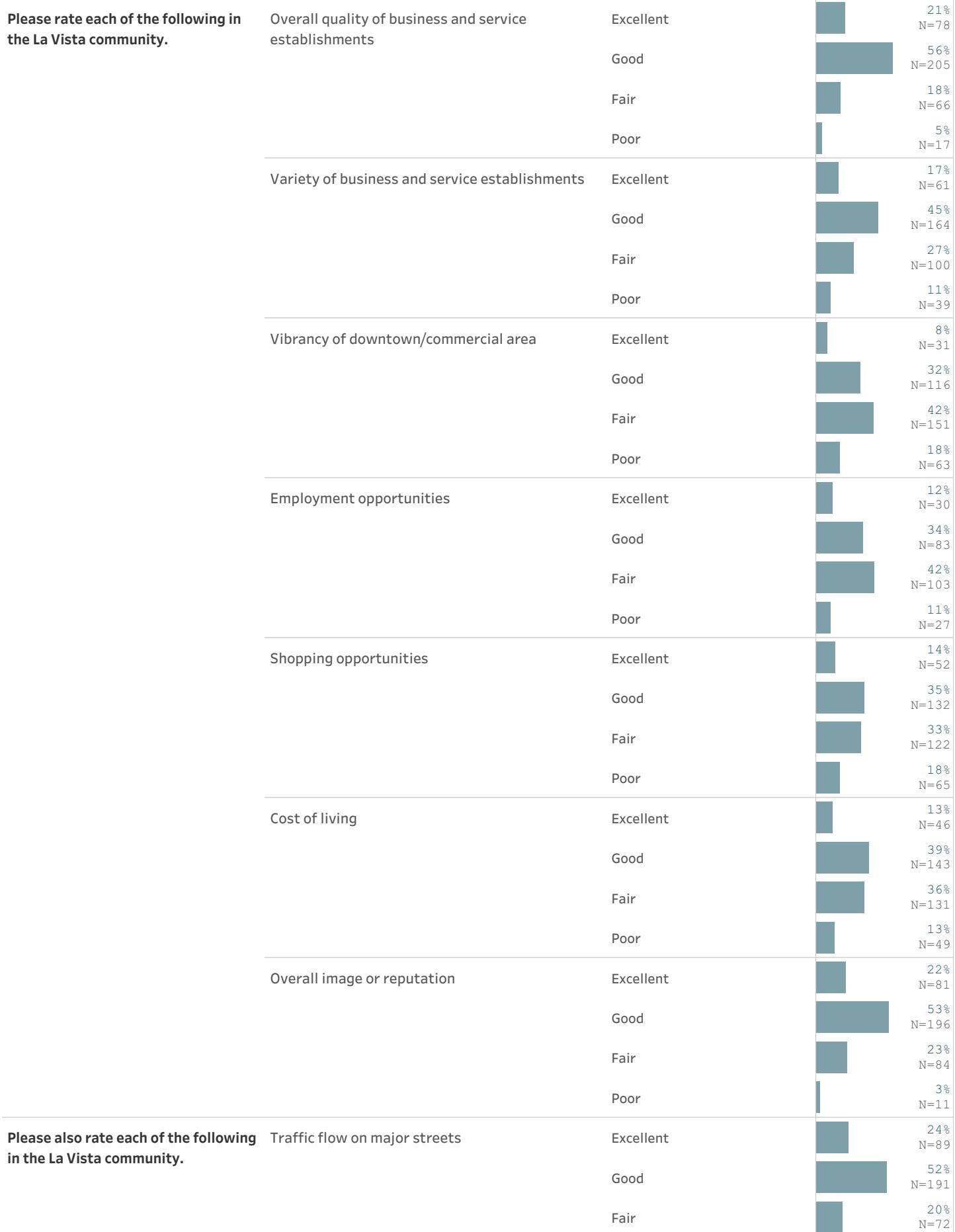
This dashboard contains a complete set of responses to each question on the survey. By default, "don't know" responses are excluded, but may be added to the table using the response filter to the right. In some tables, the percentages may not sum to 100%; this is either because the question permitted the respondent to "choose all that apply", or for a question that asked the respondent to select one answer, it is due to the customary practice of rounding values to the nearest whole number.

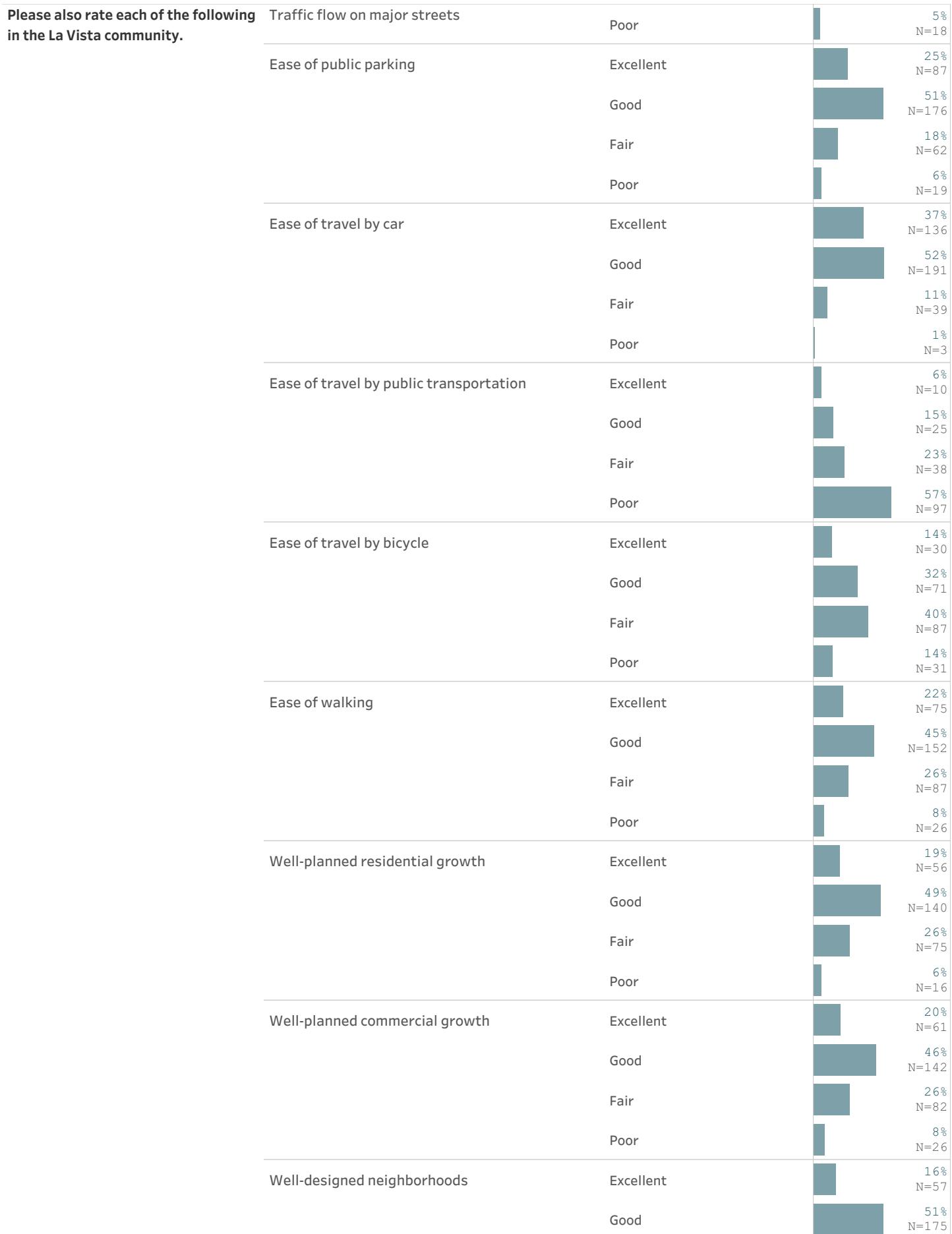


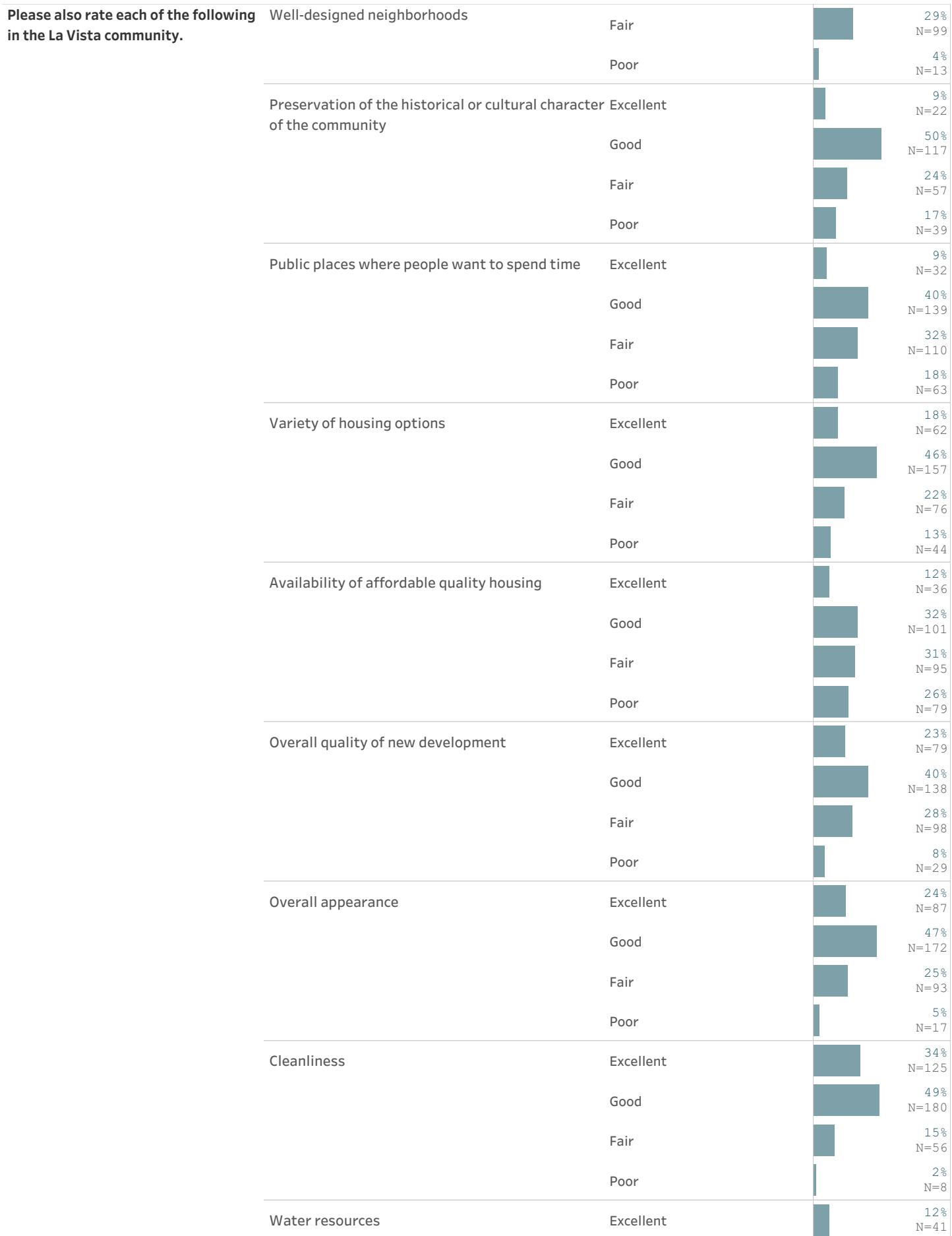




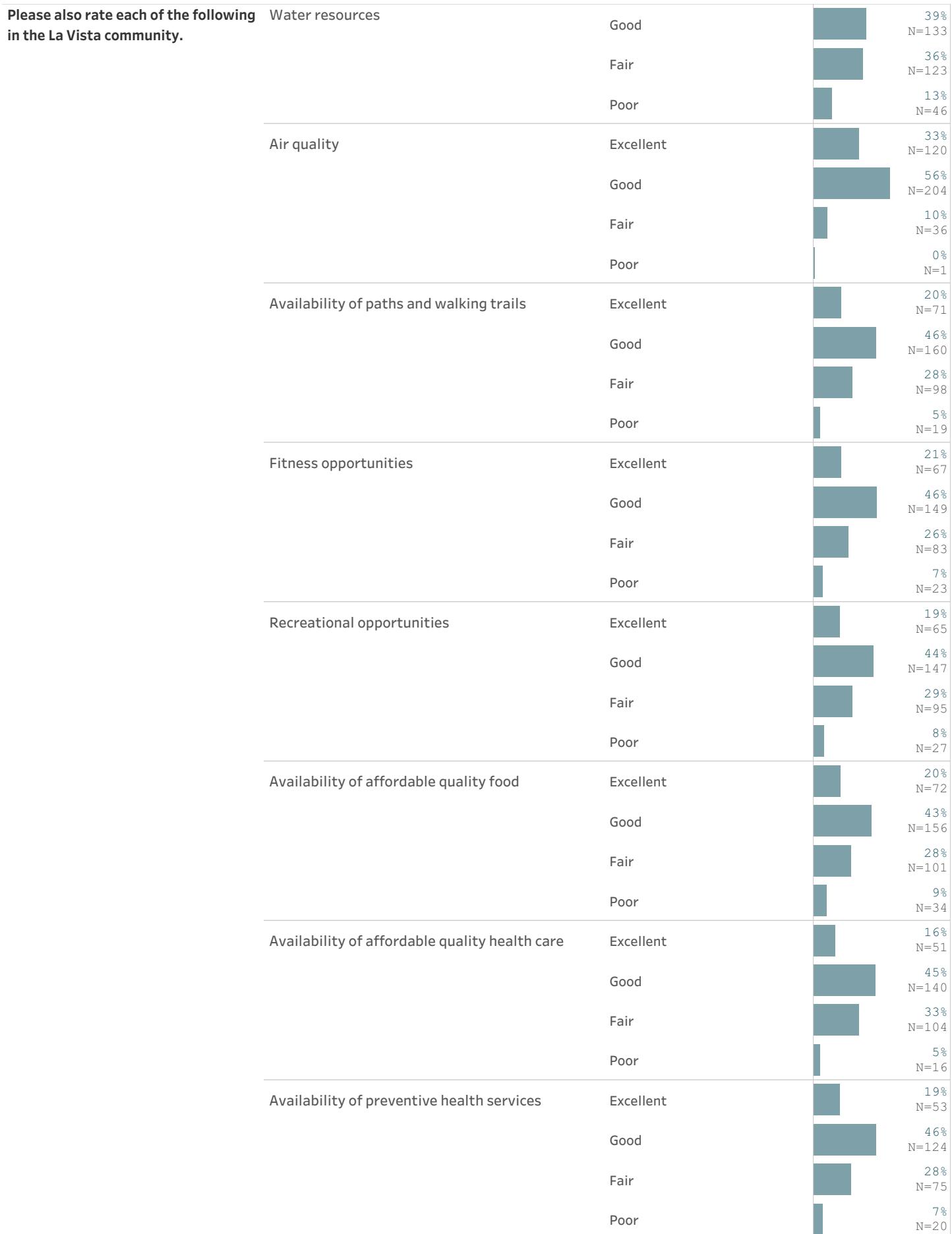


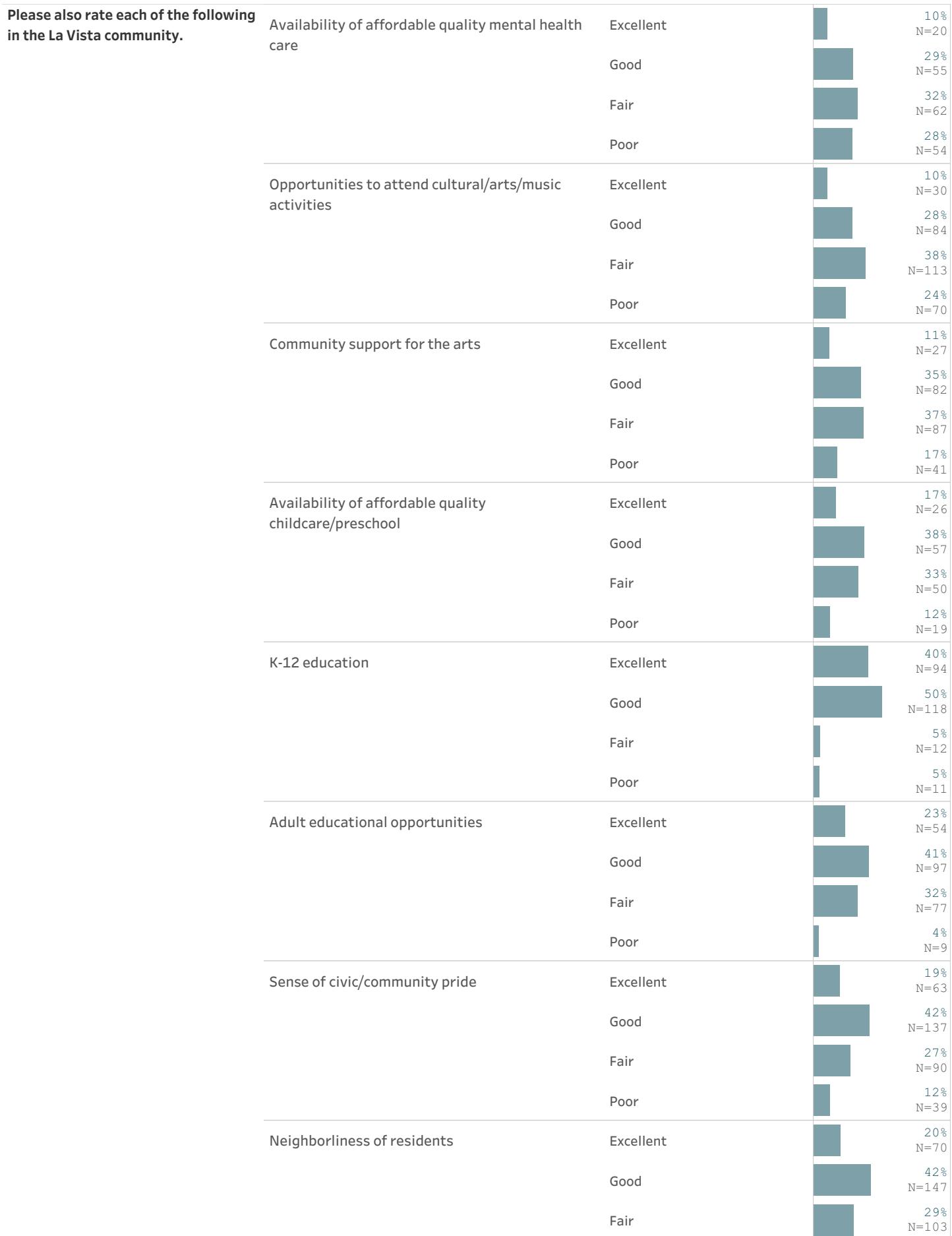


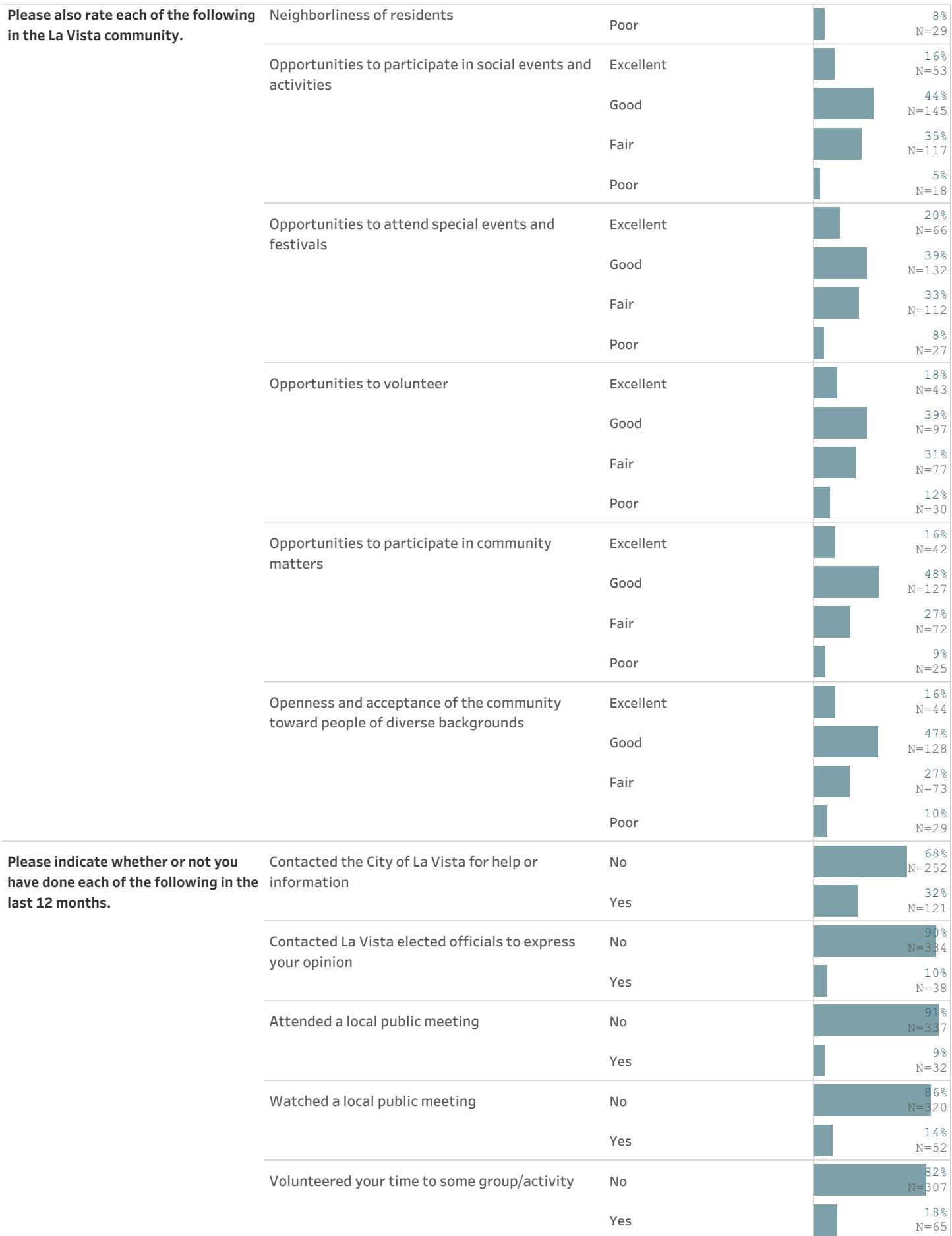




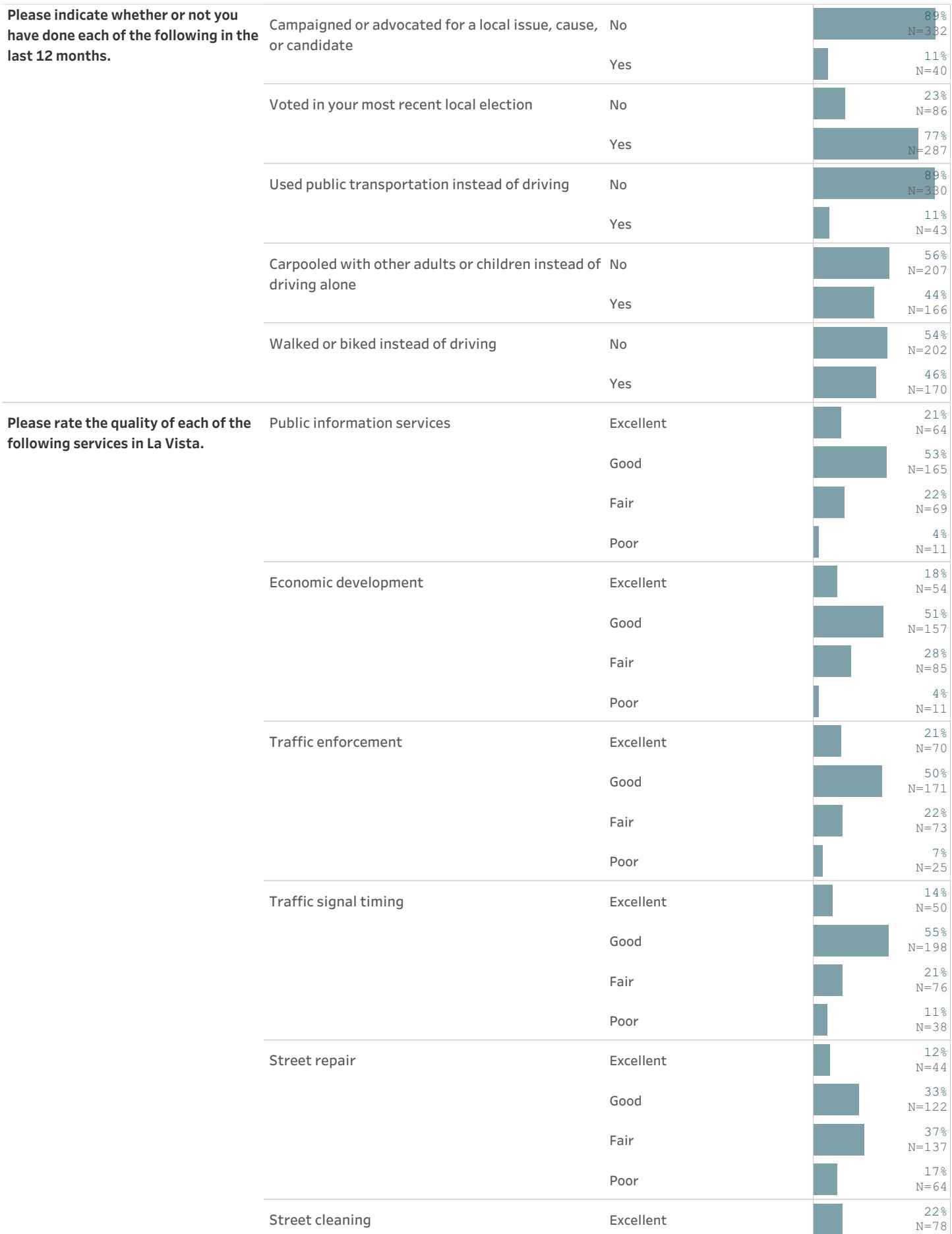
**Please also rate each of the following Water resources in the La Vista community.**



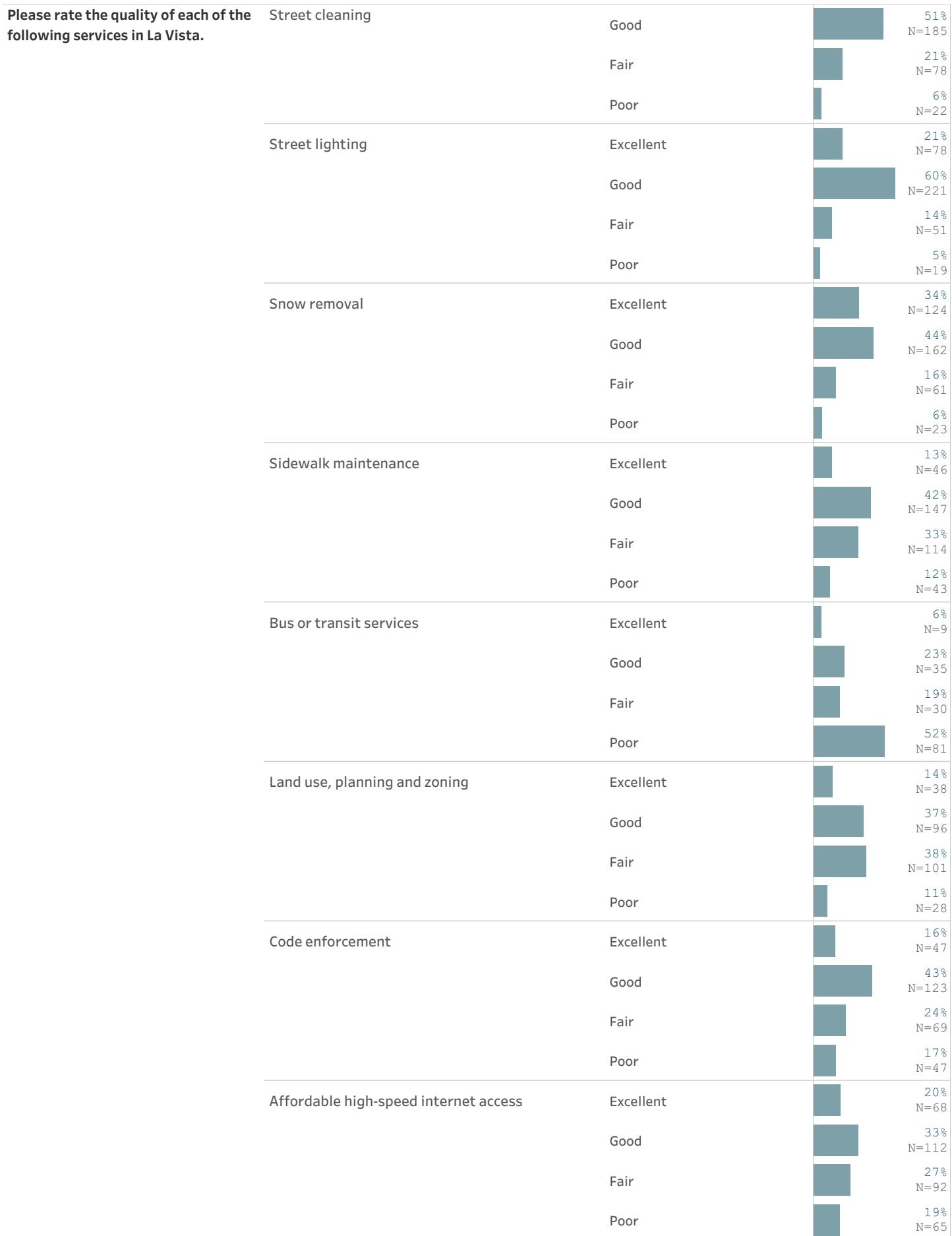




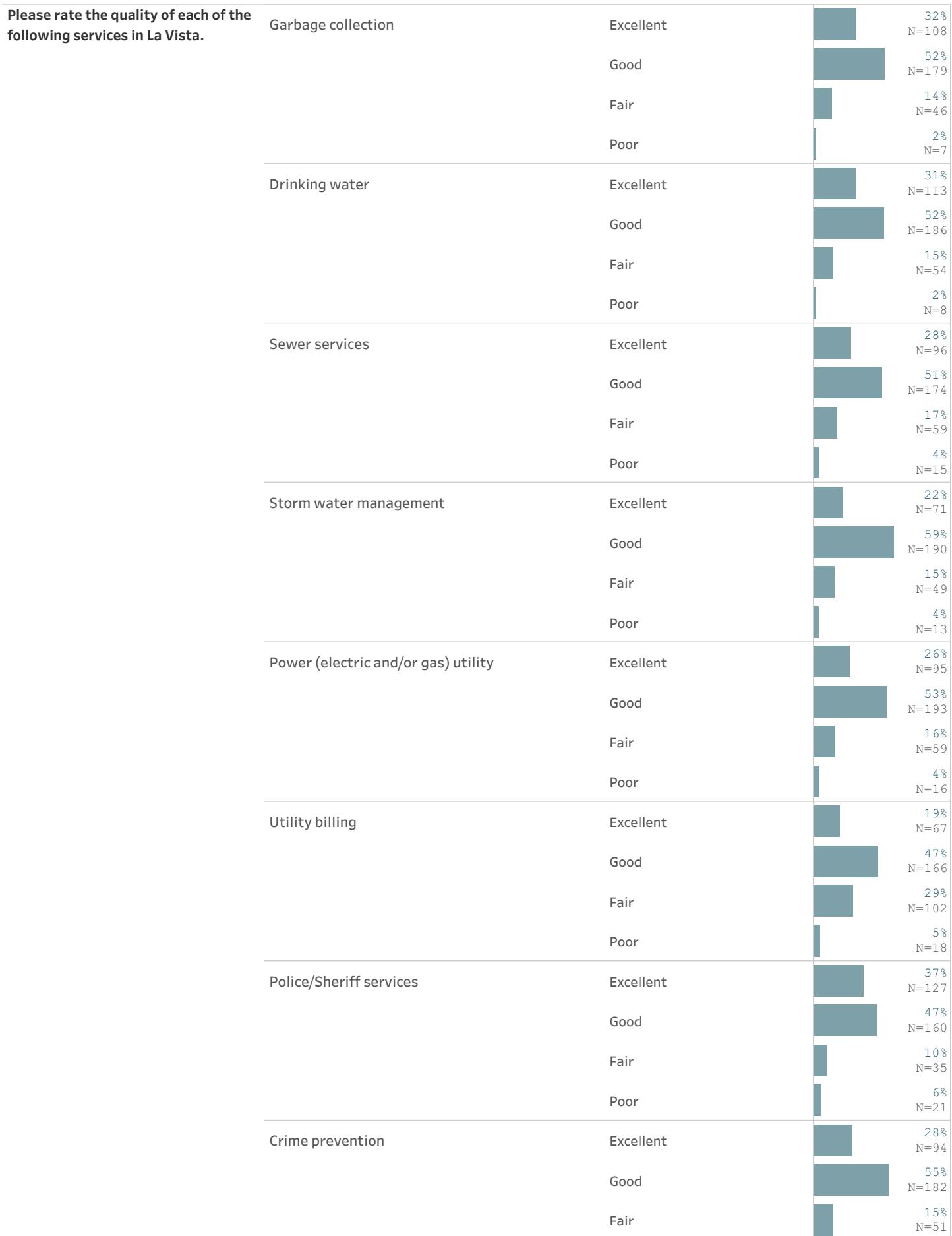
**Please indicate whether or not you have done each of the following in the last 12 months.**



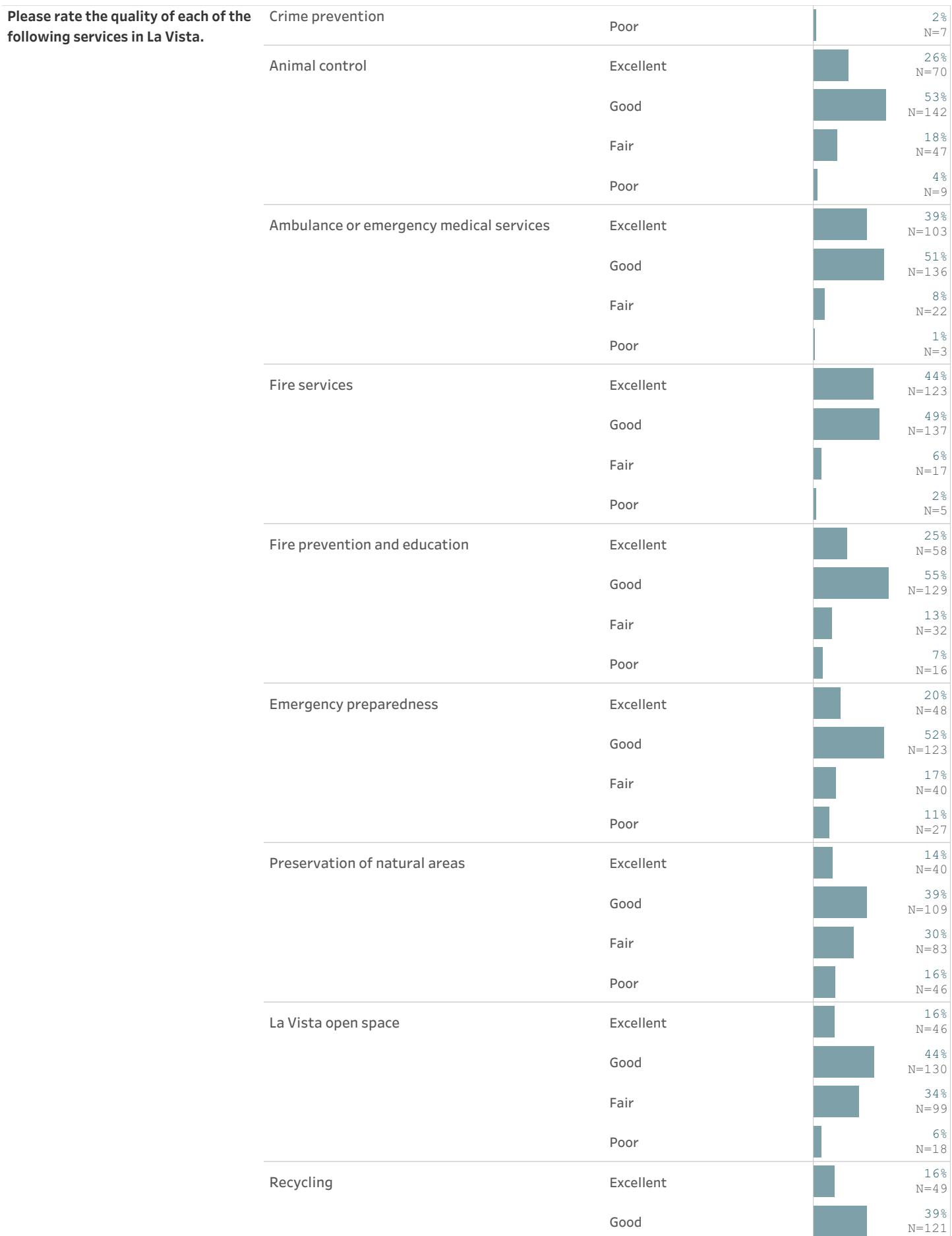
**Please rate the quality of each of the following services in La Vista.**

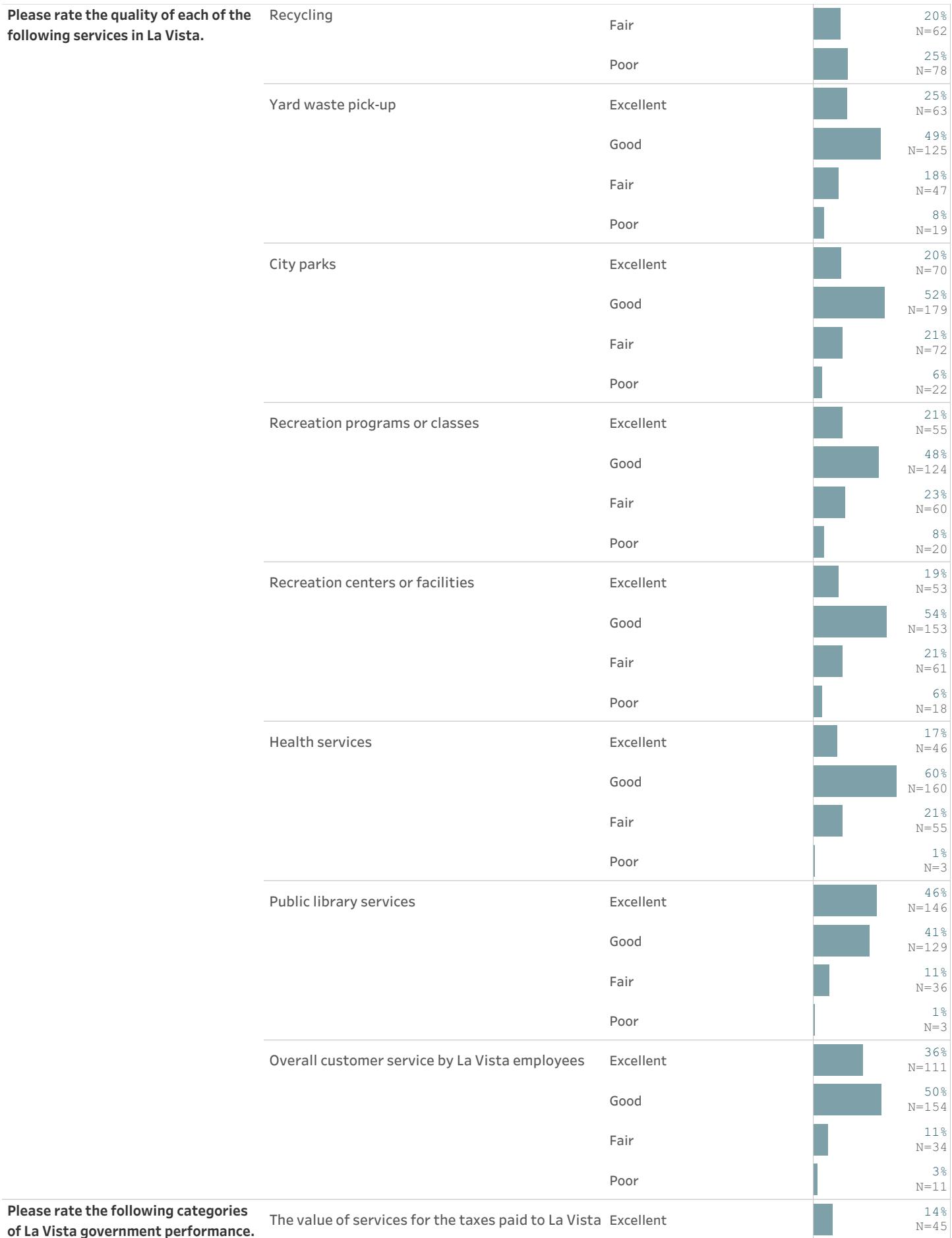


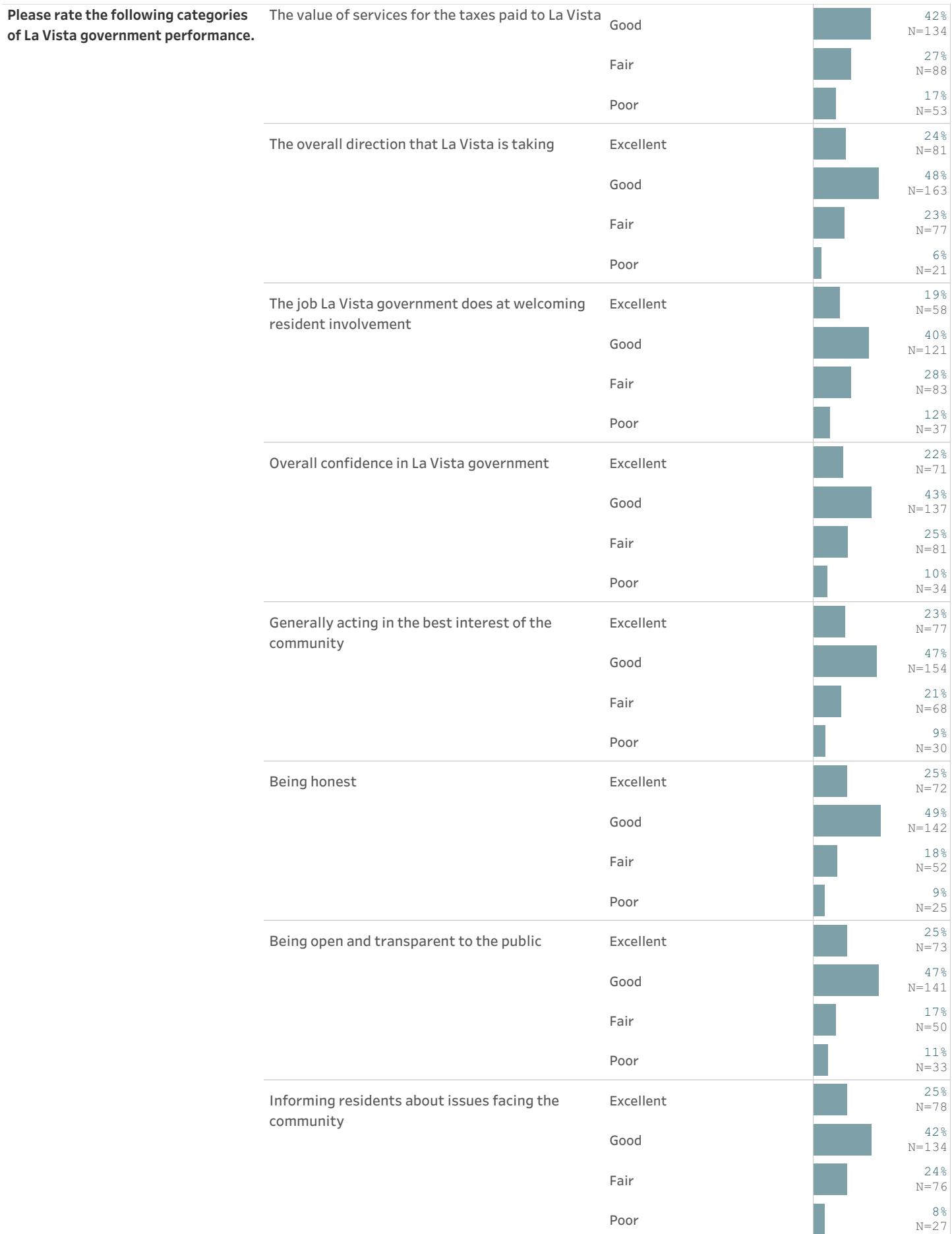
**Please rate the quality of each of the following services in La Vista.**

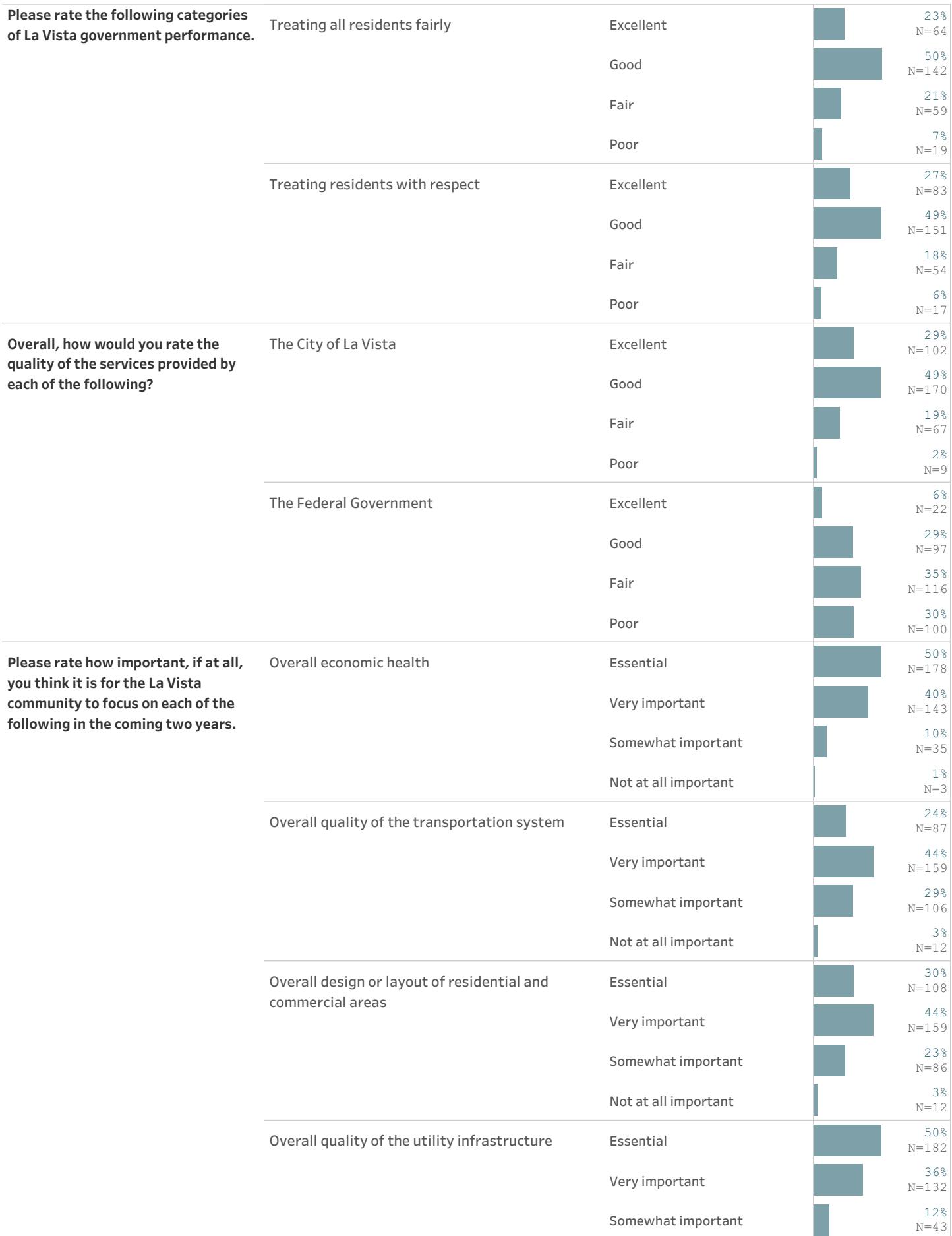


**Please rate the quality of each of the following services in La Vista.**

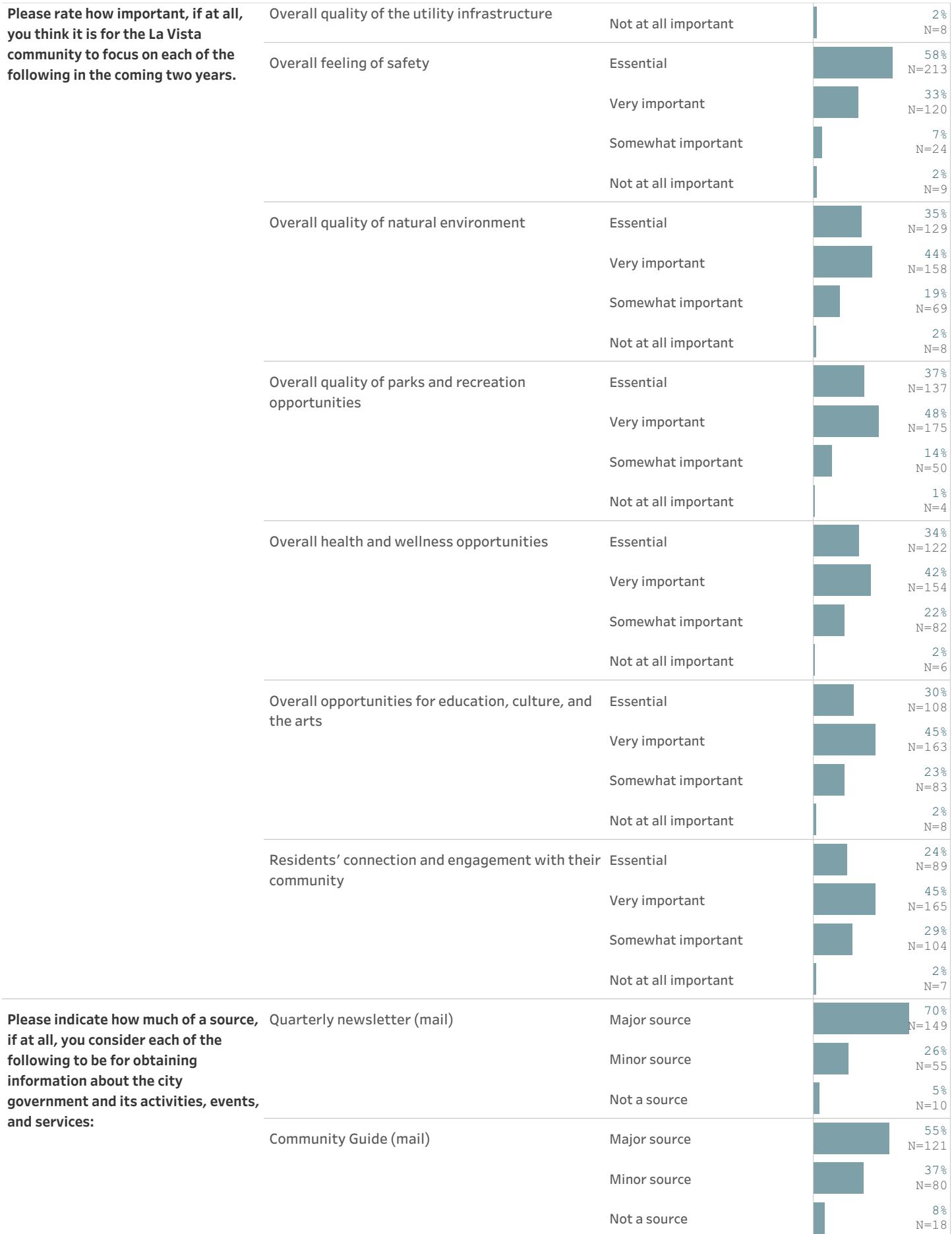


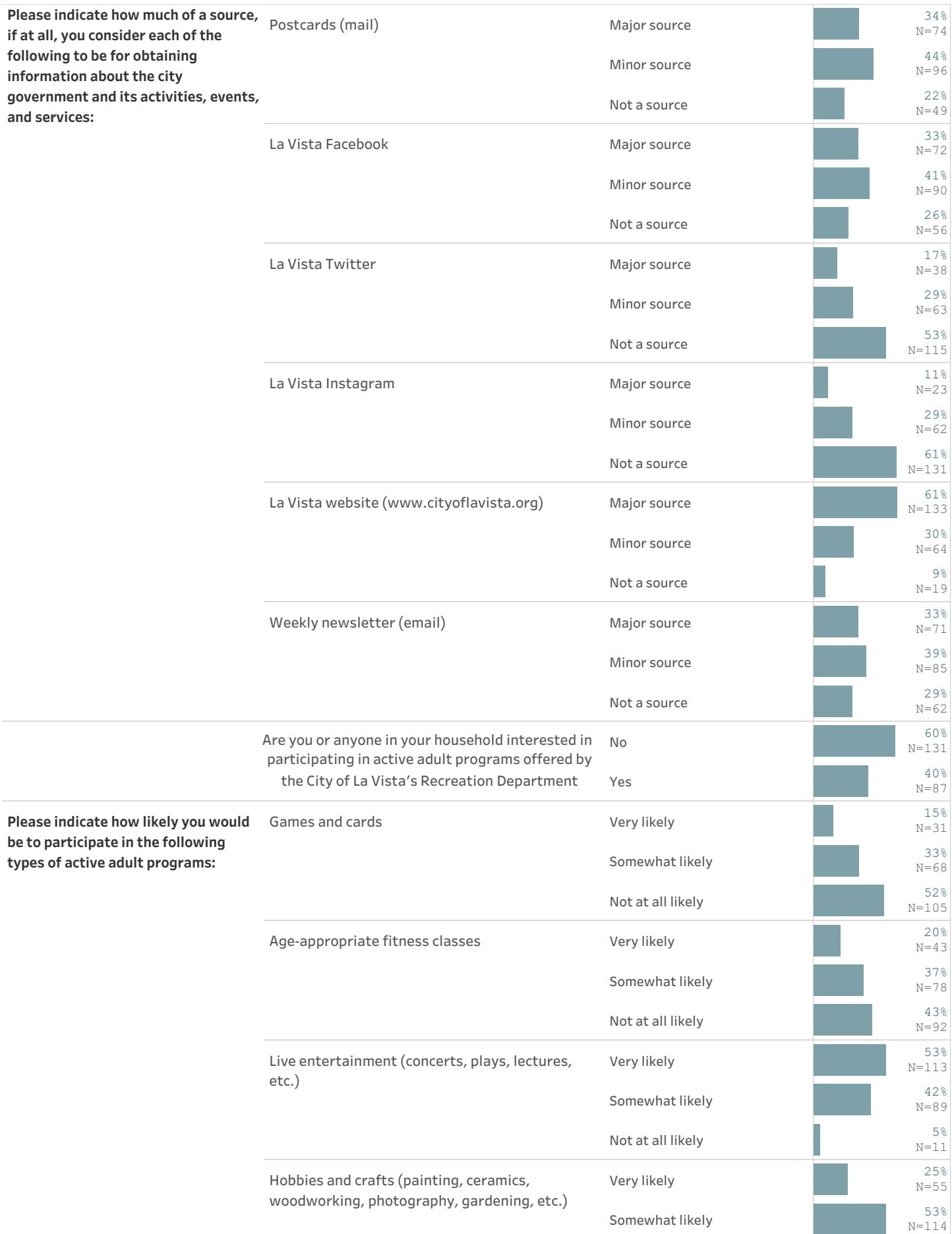


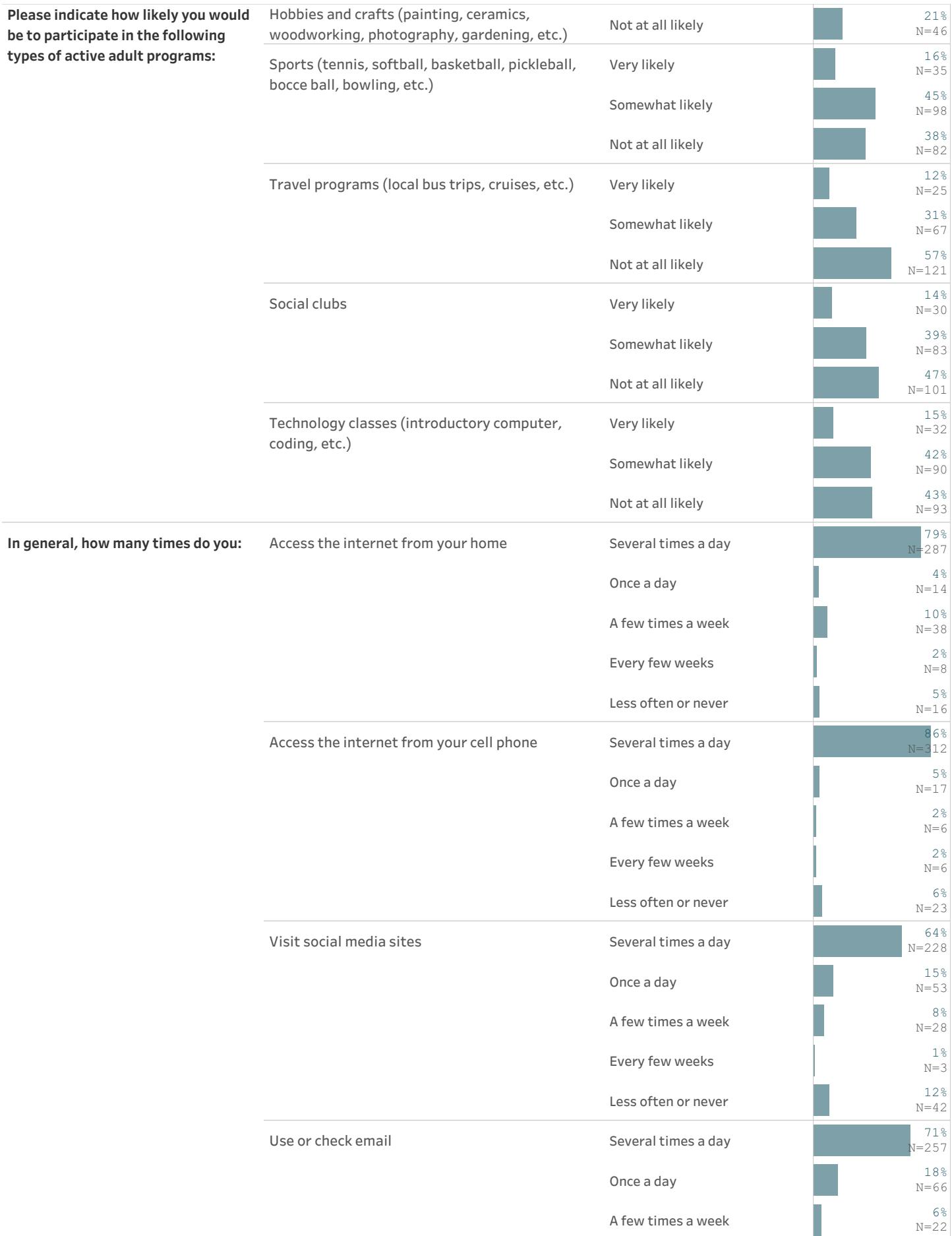


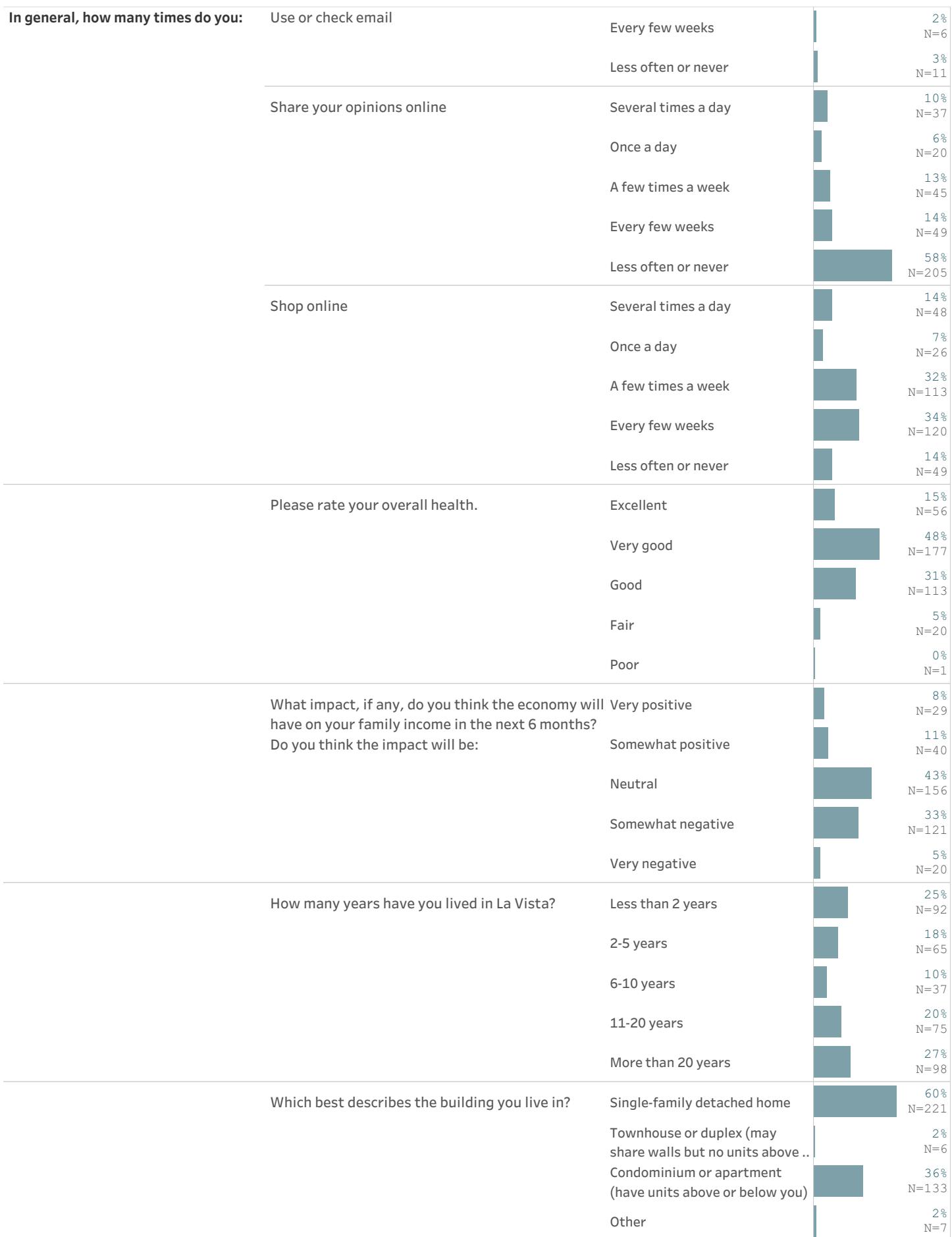


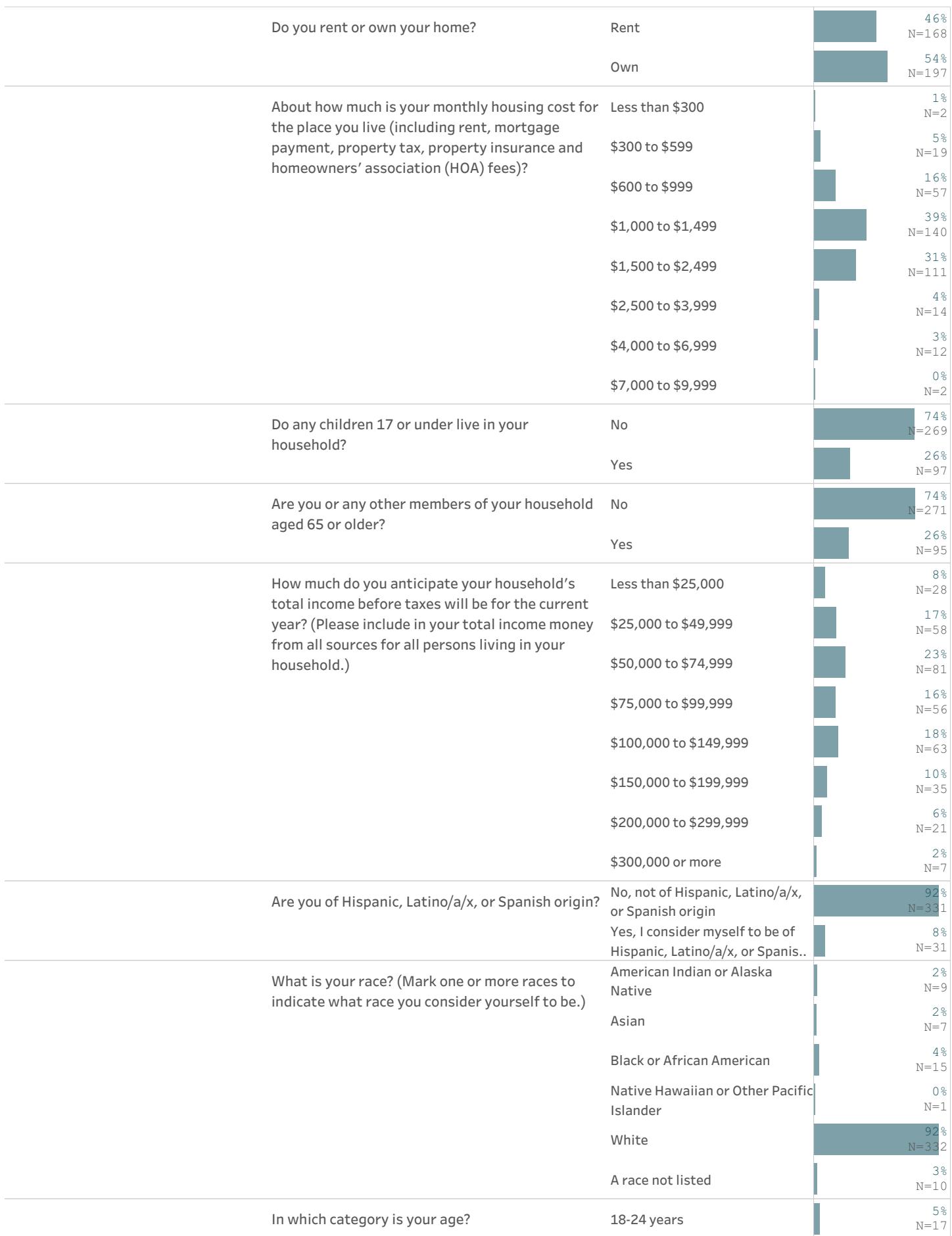
**Please rate how important, if at all, you think it is for the La Vista community to focus on each of the following in the coming two years.**

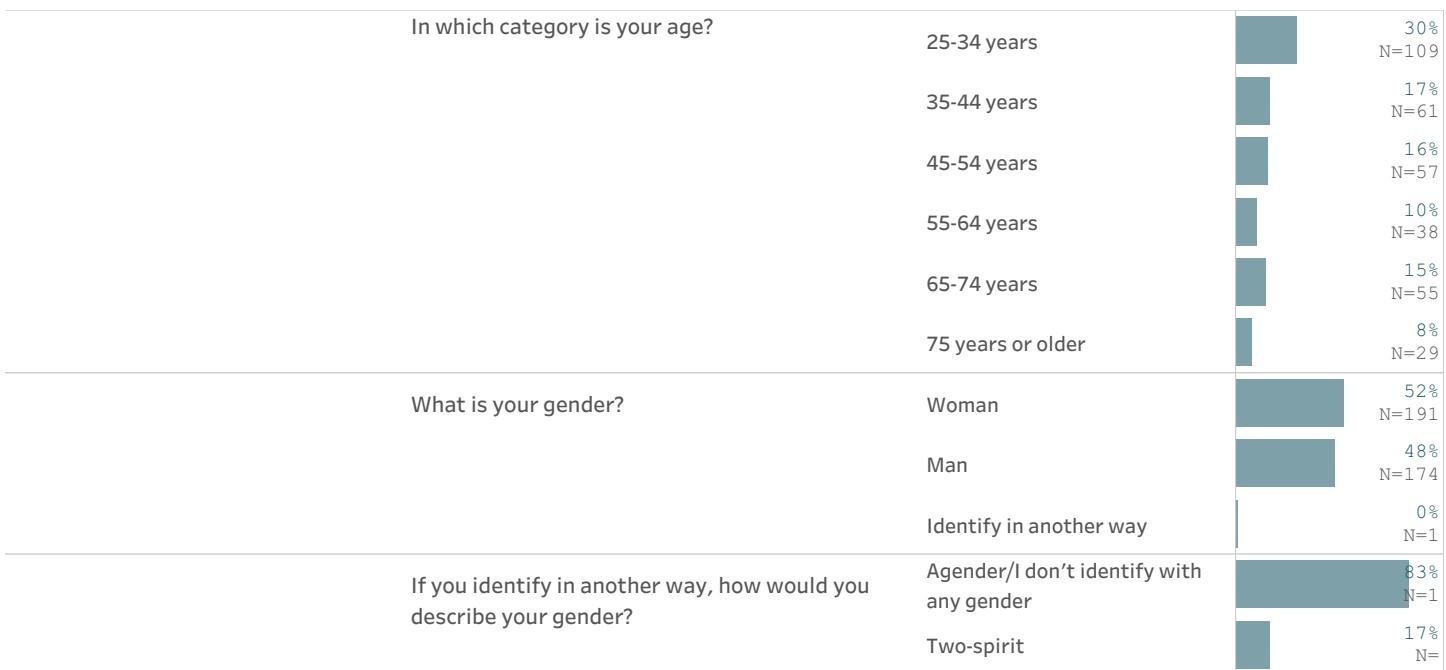












## Full trends

This table contains the trends over time for the City of La Vista. The combined "percent positive" responses for each survey year are presented (e.g., excellent/good or yes). If an item was not included during an administration of the survey, no percentage will be shown in the table. If the difference between the 2019 and 2023 surveys is greater than 7 percentage points, the change is statistically significant.

It is important to note that in 2020, The NCS survey was updated to include new and refreshed items. Consequently, some of the trends may be impacted due to wording modifications that could have potentially altered the meaning of the item for the respondent.

		2007	2013	2016	2019	2023
<b>Please rate each of the following aspects of quality of life in La Vista.</b>	La Vista as a place to live	93%	95%	91%	95%	93%
	Your neighborhood as a place to live	85%	90%	85%	90%	82%
	La Vista as a place to raise children	90%	92%	88%	95%	89%
	La Vista as a place to work	62%	63%	62%	69%	69%
	La Vista as a place to visit				51%	57%
	La Vista as a place to retire	65%	65%	72%	71%	75%
	The overall quality of life	89%	90%	89%	90%	91%
	Sense of community	70%	70%	64%	73%	64%
<b>Please rate each of the following characteristics as they relate to La Vista as a whole.</b>	Overall economic health	67%	80%	74%		
	Overall quality of the transportation system				47%	
	Overall design or layout of residential and commercial areas	58%	68%	63%		
	Overall quality of the utility infrastructure				70%	
	Overall feeling of safety	90%	95%	90%		
	Overall quality of natural environment	78%	77%	70%		
	Overall quality of parks and recreation opportunities				66%	
	Overall health and wellness opportunities	69%	74%	68%		
	Overall opportunities for education, culture, and the arts	74%	76%	62%		
	Residents' connection and engagement with their community				56%	
<b>Please indicate how likely or unlikely you are to do each of the following.</b>	Recommend living in La Vista to someone who asks	95%	94%	97%	92%	
	Remain in La Vista for the next five years	86%	87%	94%	88%	
<b>Please rate how safe or unsafe you feel:</b>	In your neighborhood during the day	94%	98%	97%	97%	97%

<b>Please rate how safe or unsafe you feel:</b>	In La Vista's downtown/commercial area during the day	94%	93%	94%	96%	93%
	From property crime	68%	80%			86%
	From violent crime	84%	89%			92%
	From fire, flood, or other natural disaster					92%
<b>Please rate the job you feel the La Vista community does at each of the following.</b>	Making all residents feel welcome					78%
	Attracting people from diverse backgrounds					59%
	Valuing/respecting residents from diverse backgrounds					69%
	Taking care of vulnerable residents					71%
<b>Please rate each of the following in the La Vista community.</b>	Overall quality of business and service establishments	55%	54%	60%	77%	
	Variety of business and service establishments					62%
	Vibrancy of downtown/commercial area					23% 35% 41%
	Employment opportunities	33%	31%	43%	60%	47%
	Shopping opportunities	51%	35%	41%	54%	50%
	Cost of living					61% 51% 51%
	Overall image or reputation	76%	72%	72%	83%	75%
<b>Please also rate each of the following in the La Vista community.</b>	Traffic flow on major streets	76%	71%	79%	77%	75%
	Ease of public parking					84% 82% 77%
	Ease of travel by car					88% 88% 89%
	Ease of travel by public transportation					32% 29% 20%
	Ease of travel by bicycle	46%	48%	52%	58%	46%
	Ease of walking	69%	67%	71%	79%	66%
	Well-planned residential growth					69%
	Well-planned commercial growth					65%
	Well-designed neighborhoods					68%
	Preservation of the historical or cultural character of the community					59%
	Public places where people want to spend time					54% 60% 50%
	Variety of housing options					74% 64% 70% 64%
	Availability of affordable quality housing	67%	70%	58%	60%	44%

**Please also rate each of the following in the La Vista community.**

Overall quality of new development	84%	64%	56%	77%	63%
Overall appearance	73%	65%	67%	83%	70%
Cleanliness	74%	82%	87%	82%	
Water resources					51%
Air quality					91% 92% 90%
Availability of paths and walking trails					57% 61% 72% 66%
Fitness opportunities					58% 65% 67%
Recreational opportunities					42% 46% 58% 56% 63%
Availability of affordable quality food					63% 69% 62%
Availability of affordable quality health care			55%	68%	71% 62%
Availability of preventive health services					68% 68% 65%
Availability of affordable quality mental health care					46% 54% 40%
Opportunities to attend cultural/arts/music activities			37%	31%	49% 54% 38%
Community support for the arts					46%
Availability of affordable quality childcare/preschool				56%	61% 77% 62% 55%
K-12 education					85% 87% 90%
Adult educational opportunities					70% 68% 64%
Sense of civic/community pride					61%
Neighborliness of residents					67% 73% 62%
Opportunities to participate in social events and activities				58%	57% 61% 59%
Opportunities to attend special events and festivals					69% 77% 58%
Opportunities to volunteer					58% 55% 68% 56%
Opportunities to participate in community matters					57% 62% 68% 64%
Openness and acceptance of the community toward people of diver..					70% 70% 79% 63%
<b>Please indicate whether or not you have done each of the following in the last 12 months.</b>					
Contacted the City of La Vista for help or information					47% 33% 30% 27% 31%
Contacted La Vista elected officials to express your opinion					14% 11% 10%
Attended a local public meeting					17% 15% 12% 11% 9%
Watched a local public meeting					16% 10% 14%

<b>Please indicate whether or not you have done each of the following in the last 12 months.</b>	Volunteered your time to some group/activity	16% 16% 16% 19% 17%
	Campaigned or advocated for a local issue, cause, or candidate	13% 12% 10%
	Voted in your most recent local election	68% 74% 77%
	Used public transportation instead of driving	7% 3% 11%
	Carpooled with other adults or children instead of driving alone	41% 31% 45%
	Walked or biked instead of driving	45% 43% 45%
<b>Please rate the quality of each of the following services in La Vista.</b>	Public information services	74% 76% 70% 73% 74%
	Economic development	69% 51% 60% 70% 70%
	Traffic enforcement	76% 82% 80% 76% 71%
	Traffic signal timing	61% 69% 60% 60% 68%
	Street repair	65% 72% 56% 56% 45%
	Street cleaning	72% 77% 68% 69% 72%
	Street lighting	76% 77% 75% 81% 81%
	Snow removal	71% 79% 75% 74% 77%
	Sidewalk maintenance	66% 66% 64% 67% 56%
	Bus or transit services	38% 44% 36% 29%
	Land use, planning and zoning	66% 55% 53% 66% 51%
	Code enforcement	67% 59% 53% 55% 59%
	Affordable high-speed internet access	53%
	Garbage collection	83% 88% 84%
	Drinking water	85% 83% 83%
	Sewer services	85% 83% 84% 81% 78%
	Storm water management	76% 78% 74% 69% 81%
	Power (electric and/or gas) utility	82% 85% 80%
	Utility billing	72% 75% 66%
	Police/Sheriff services	89% 90% 89% 94% 84%
	Crime prevention	81% 85% 88% 86% 83%
	Animal control	75% 75% 75% 77% 79%

<b>Please rate the quality of each of the following services in La Vista.</b>	Ambulance or emergency medical services	93% 91% 96% 95% 91%
	Fire services	94% 91% 96% 97% 92%
	Fire prevention and education	87% 84% 87% 89% 80%
	Emergency preparedness	70% 65% 74% 72%
	Preservation of natural areas	56% 58% 67% 54%
	La Vista open space	56% 65% 60%
	Recycling	68% 70% 55%
	Yard waste pick-up	78% 75% 74%
	City parks	80% 82% 78% 79% 72%
	Recreation programs or classes	78% 77% 64% 76% 69%
	Recreation centers or facilities	78% 76% 64% 72% 72%
	Health services	75% 76% 79%
	Public library services	86% 87% 83% 91% 88%
	Overall customer service by La Vista employees	80% 89% 83% 87% 86%
<b>Please rate the following categories of La Vista government performance.</b>	The value of services for the taxes paid to La Vista	61% 67% 61% 57% 56%
	The overall direction that La Vista is taking	72% 66% 74% 78% 71%
	The job La Vista government does at welcoming resident involvement	62% 55% 65% 66% 59%
	Overall confidence in La Vista government	70% 68% 64%
	Generally acting in the best interest of the community	73% 74% 70%
	Being honest	77% 73% 74%
	Being open and transparent to the public	72%
	Informing residents about issues facing the community	67%
	Treating all residents fairly	78% 77% 73%
	Treating residents with respect	77%
<b>Overall, how would you rate the quality of the services provided by each of the following?</b>	The City of La Vista	83% 86% 81% 88% 78%
	The Federal Government	45% 40% 36% 47% 35%
<b>Please rate how important, if at all, you think it is for the La Vista community to focus on each of the following in the coming two years.</b>	Overall economic health	91% 91% 89%
	Overall quality of the transportation system	68%

<b>Please rate how important, if at all, you think it is for the La Vista community to focus on each of the following in the coming two years.</b>	Overall design or layout of residential and commercial areas	71% 70% 73%
	Overall quality of the utility infrastructure	86%
	Overall feeling of safety	90% 91% 91%
	Overall quality of natural environment	71% 80% 79%
	Overall quality of parks and recreation opportunities	86%
	Overall health and wellness opportunities	65% 72% 76%
	Overall opportunities for education, culture, and the arts	75% 76% 75%
Residents' connection and engagement with their community		76% 77% 70%
<b>In general, how many times do you:</b>	Access the internet from your home	93%
	Access the internet from your cell phone	92%
	Visit social media sites	87%
	Use or check email	95%
	Share your opinions online	29%
	Shop online	53%
	Please rate your overall health.	58% 59% 63%
What impact, if any, do you think the economy will have on your fa..		14% 21% 26% 30% 19%

## Methods (open participation)

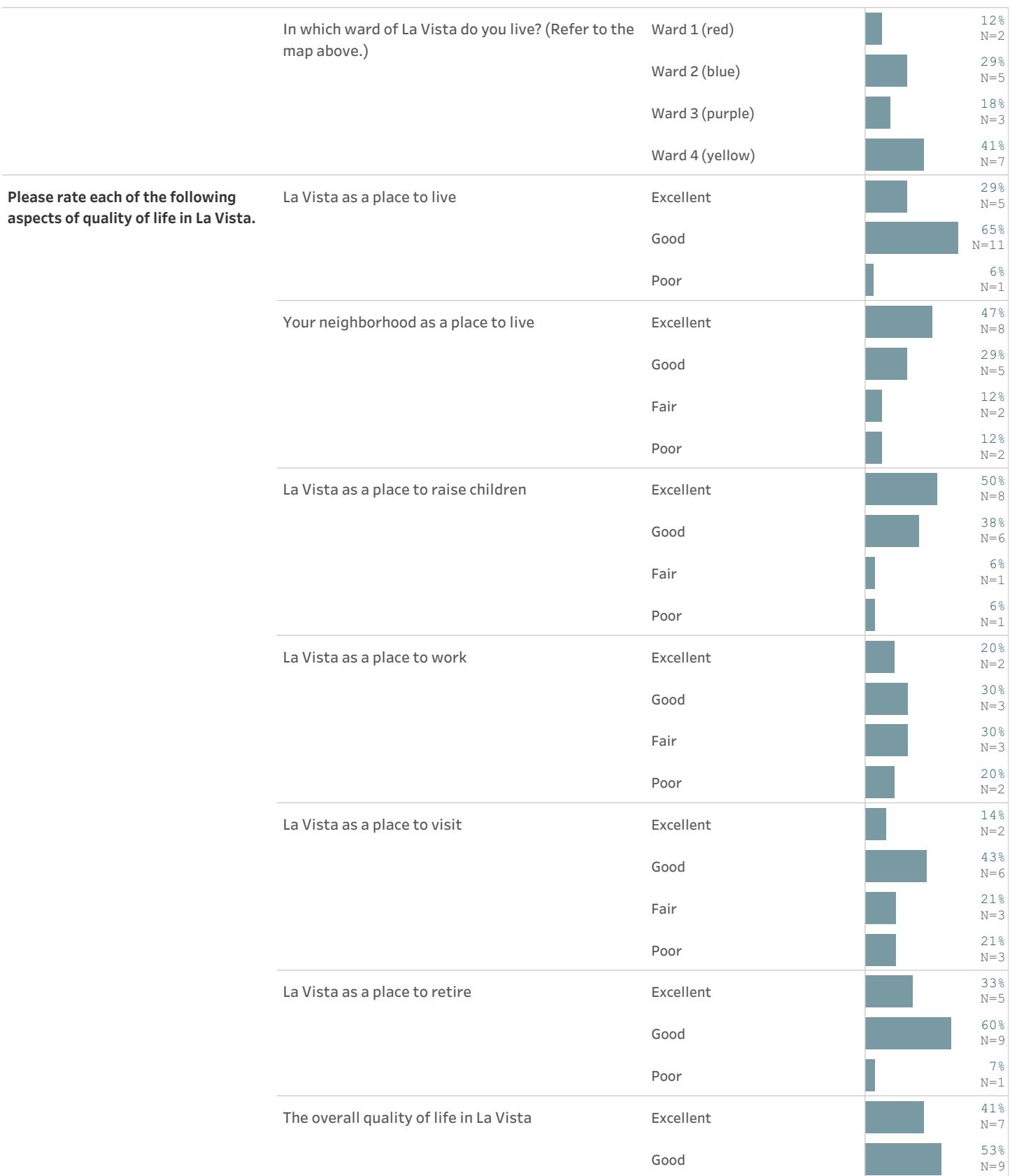
As part of its participation in The National Community Survey™ (The NCS™), the City of La Vista conducted a survey of 376 residents. Survey invitations were mailed to randomly selected households and data were collected from March 1st, 2023 to April 13th, 2023. The results from this main survey effort represent the most robust estimate of your residents' opinions.

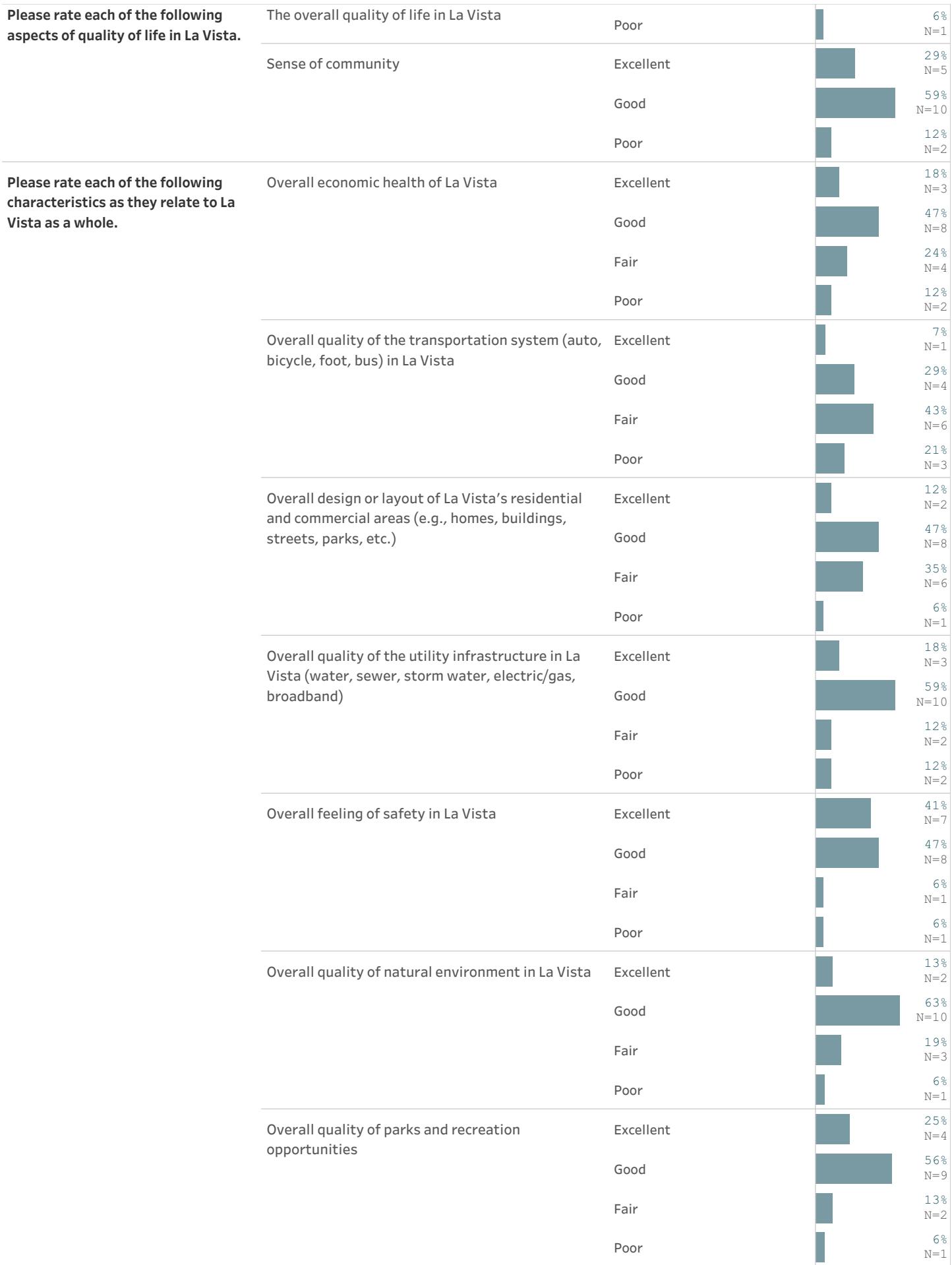
After the above data collection period was underway, a link to an online open participation survey was publicized by the City of La Vista. The open participation survey was identical to the probability sample survey with two small updates; it included a map at the beginning asking where the respondent lives and also a question about where they heard about the survey. The open participation survey was open to all city residents and became available on March 29th, 2023. The survey remained open for 2 weeks and there were 17 responses.

The open participation survey data were not collected through a random sample and it is unknown who in the community was aware of the survey; therefore, a level of confidence in the representativeness of the sample cannot be estimated. Due to limited response, the results were not statistically weighted.

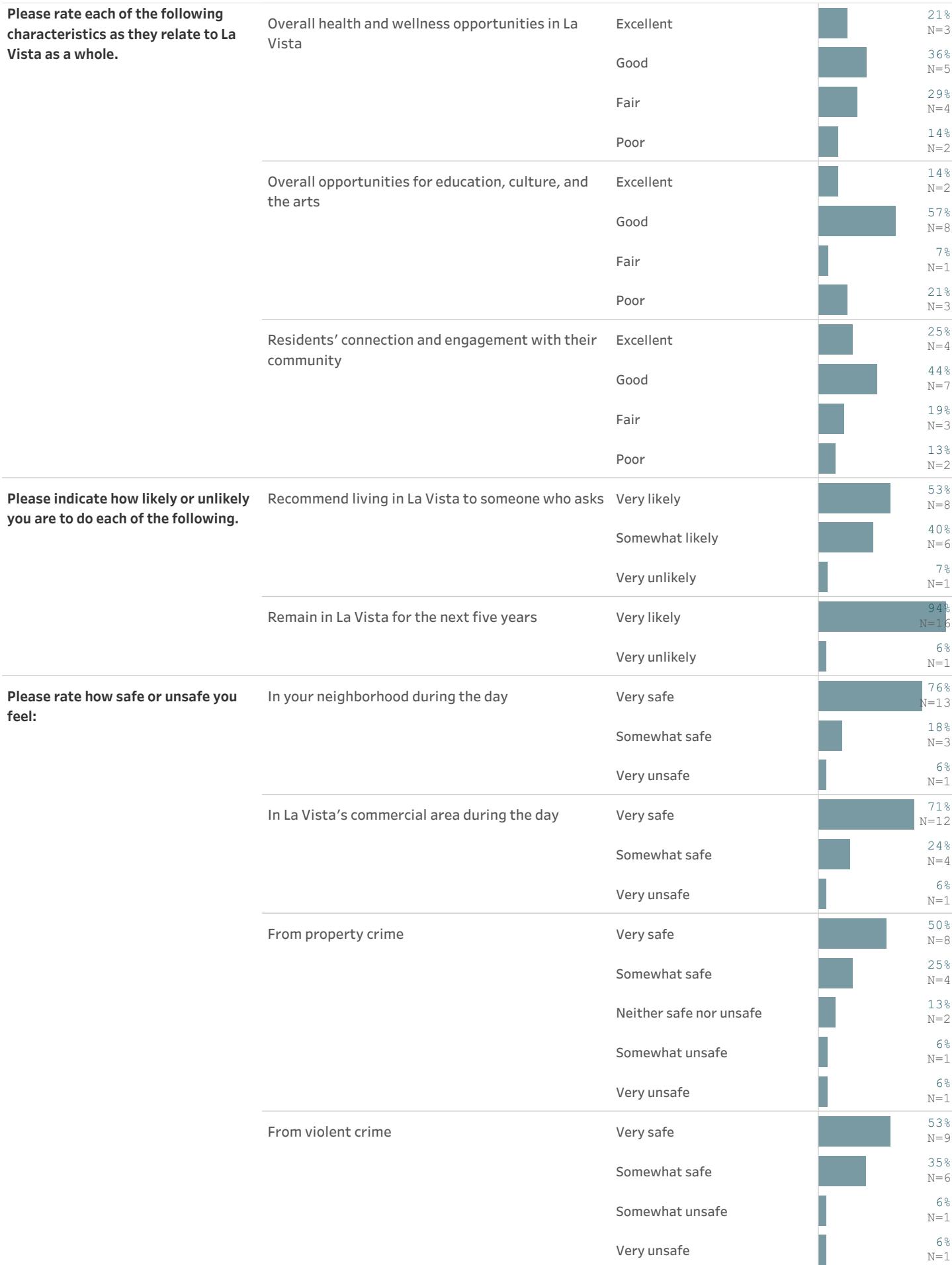
## Open participation survey results

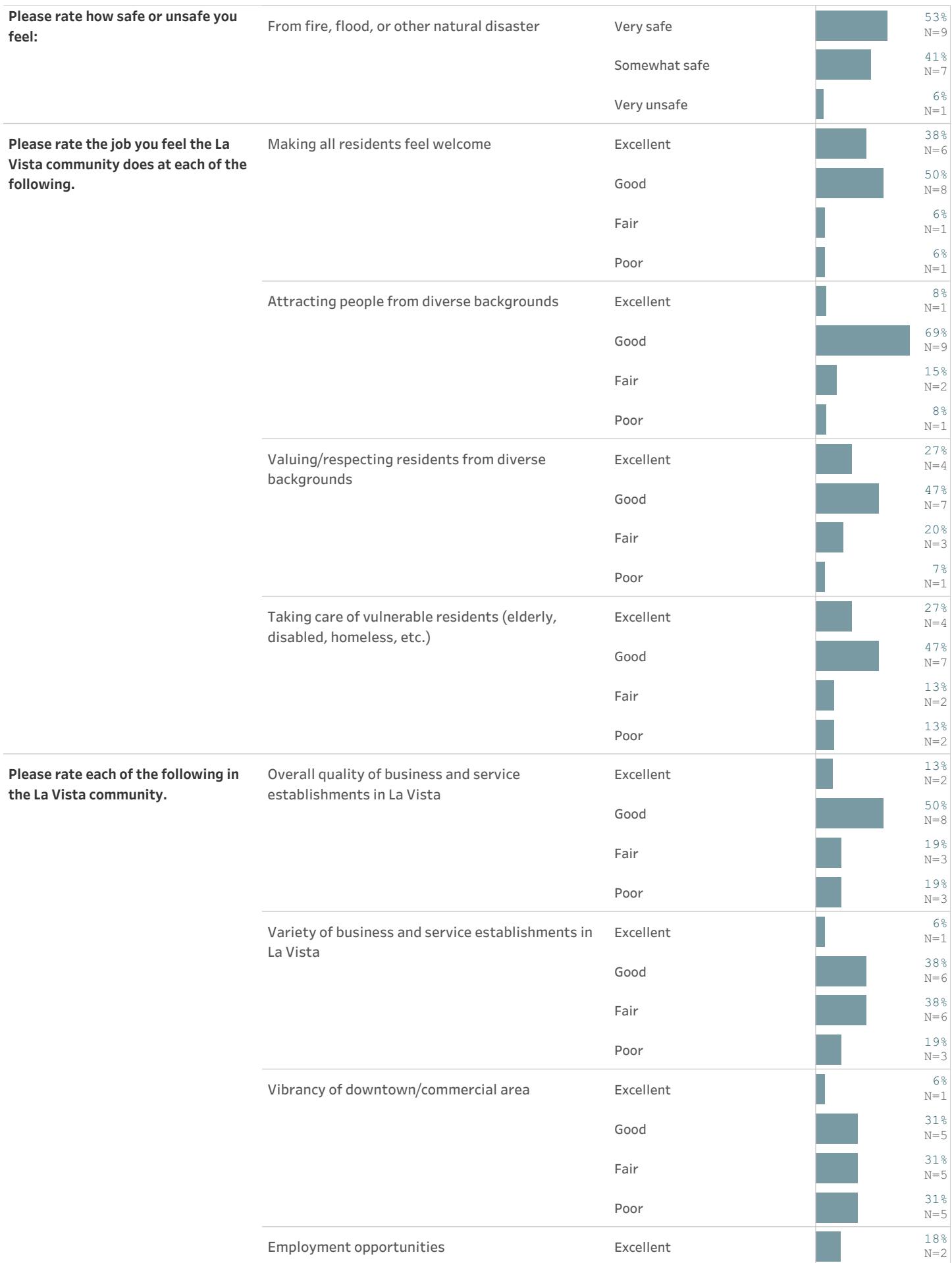
This dashboard contains a complete set of responses to each question on the open participation survey. By default, "don't know" responses are excluded, but may be added to the table using the response filter to the right. In some tables, the percentages may not sum to 100%; this is either because the question permitted the respondent to "choose all that apply", or for a question that asked the respondent to select one answer, it is due to the customary practice of rounding values to the nearest whole number.



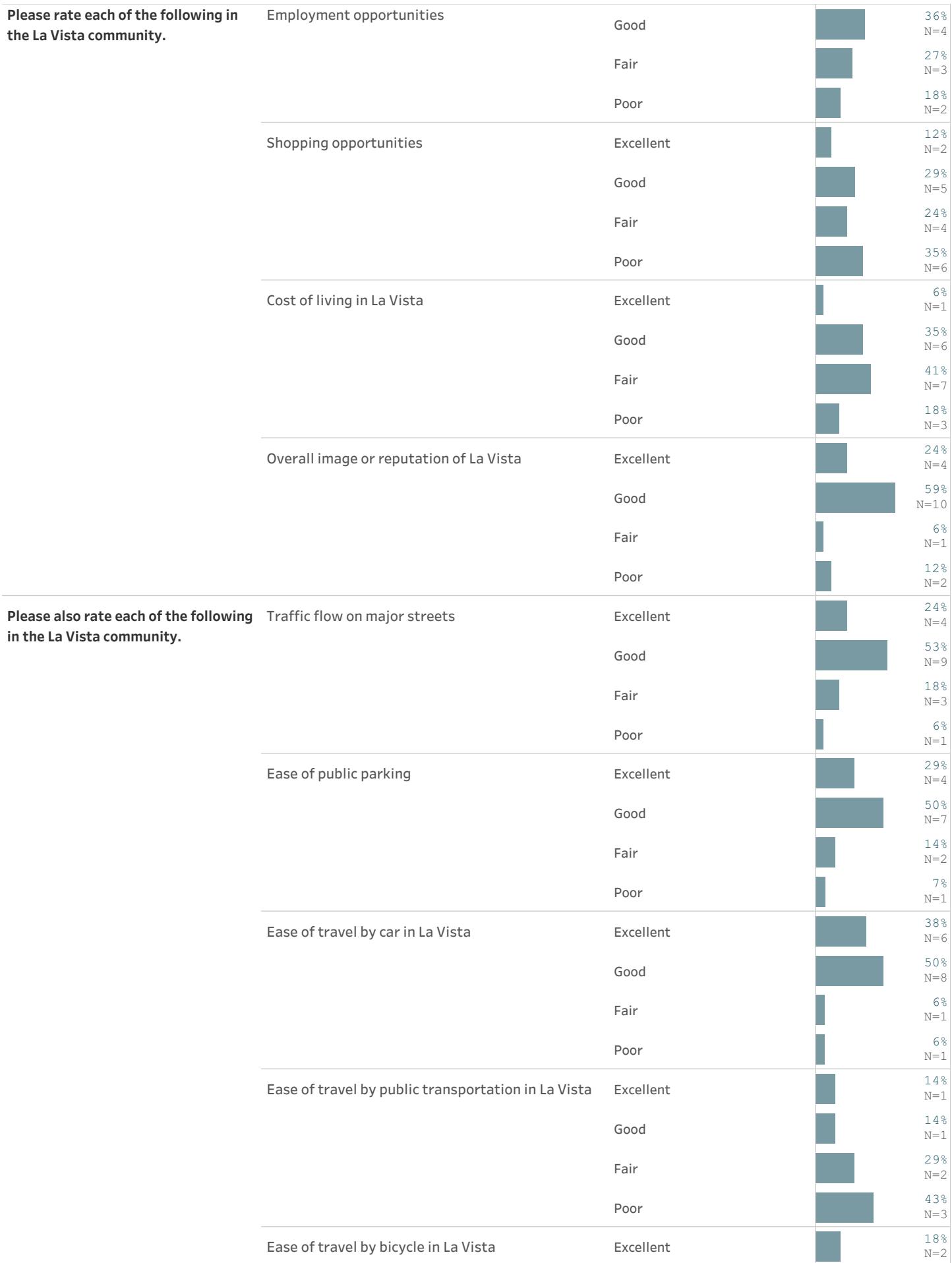


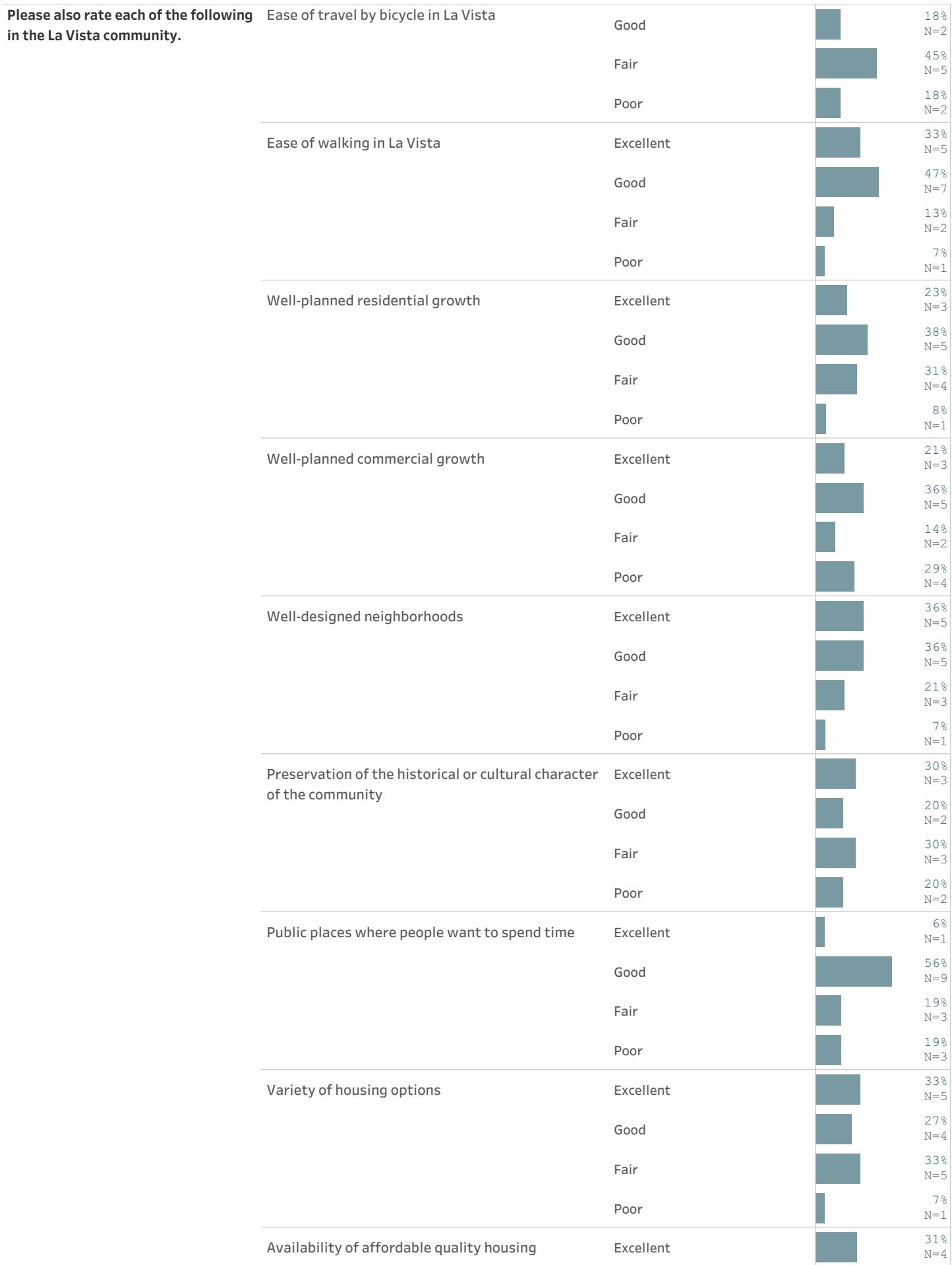
**Please rate each of the following characteristics as they relate to La Vista as a whole.**

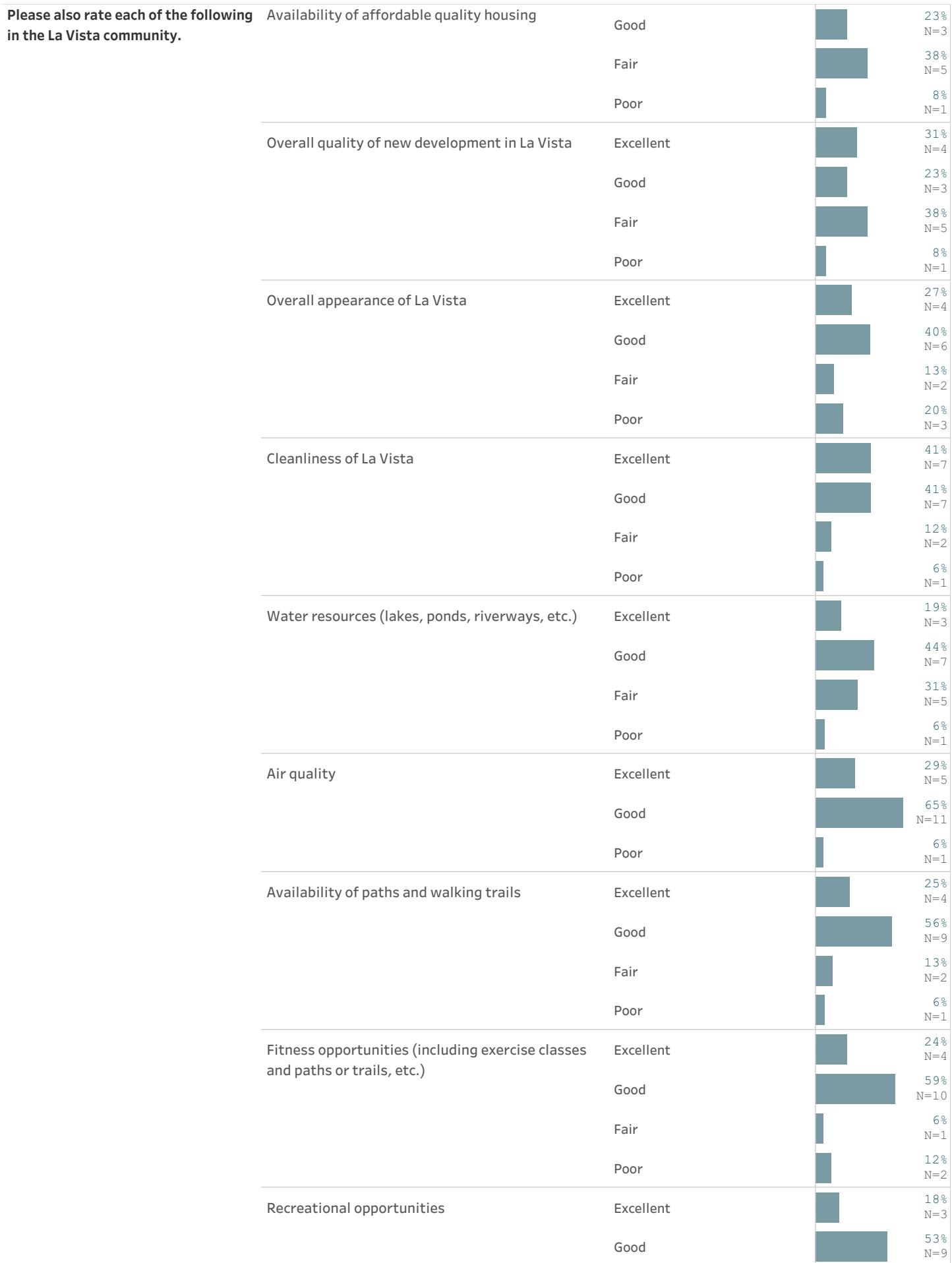




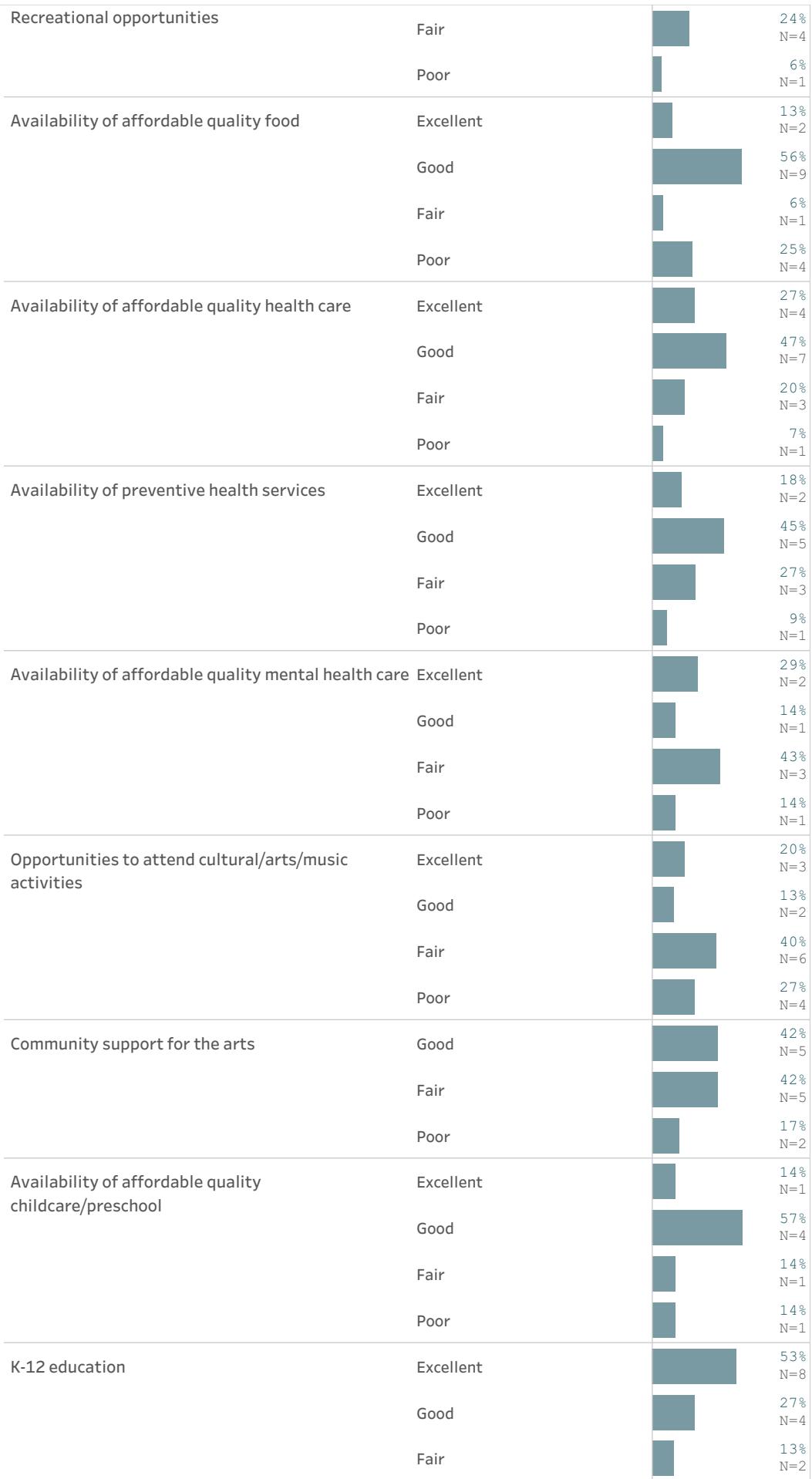
**Please rate each of the following in the La Vista community.**

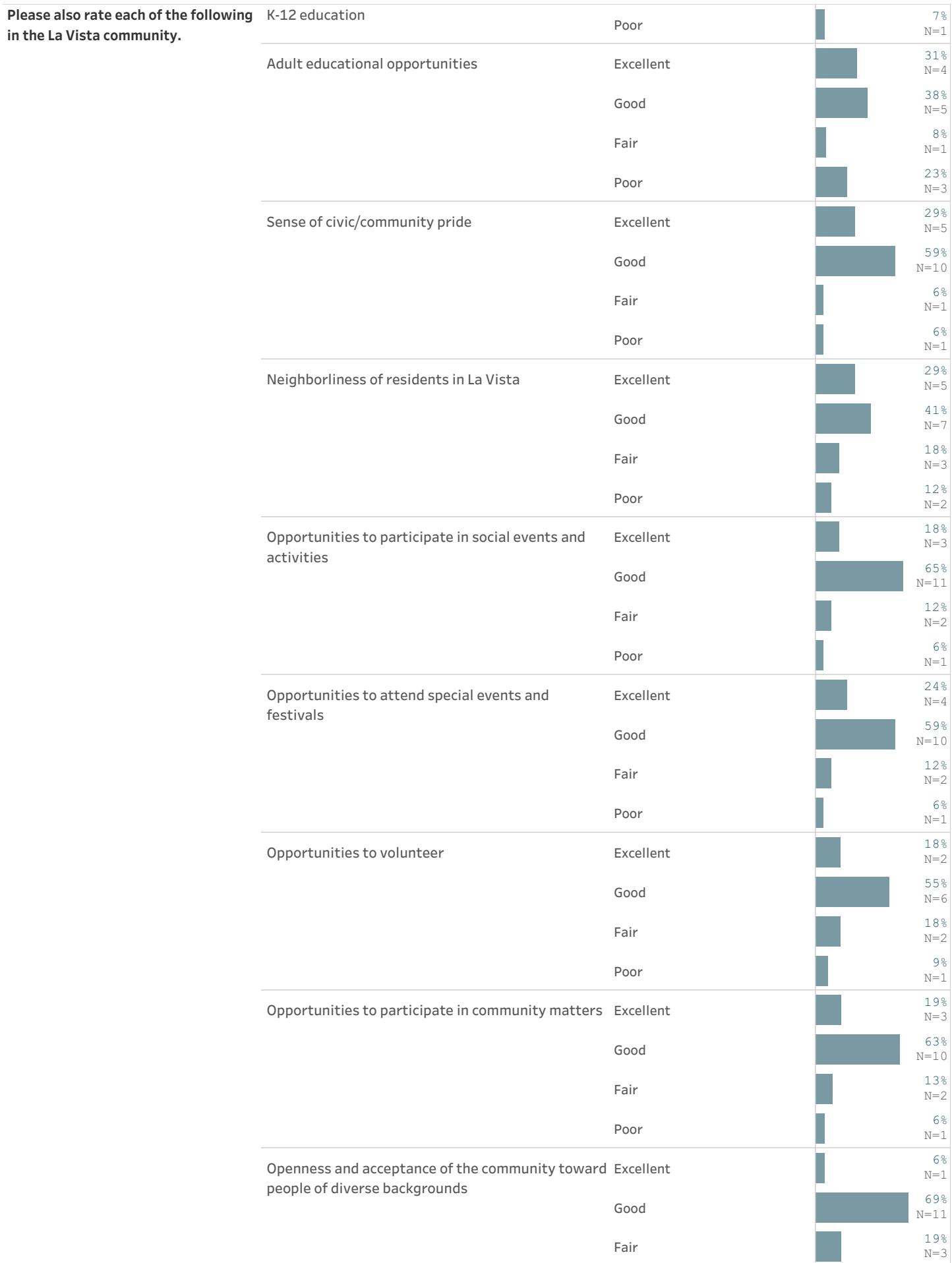


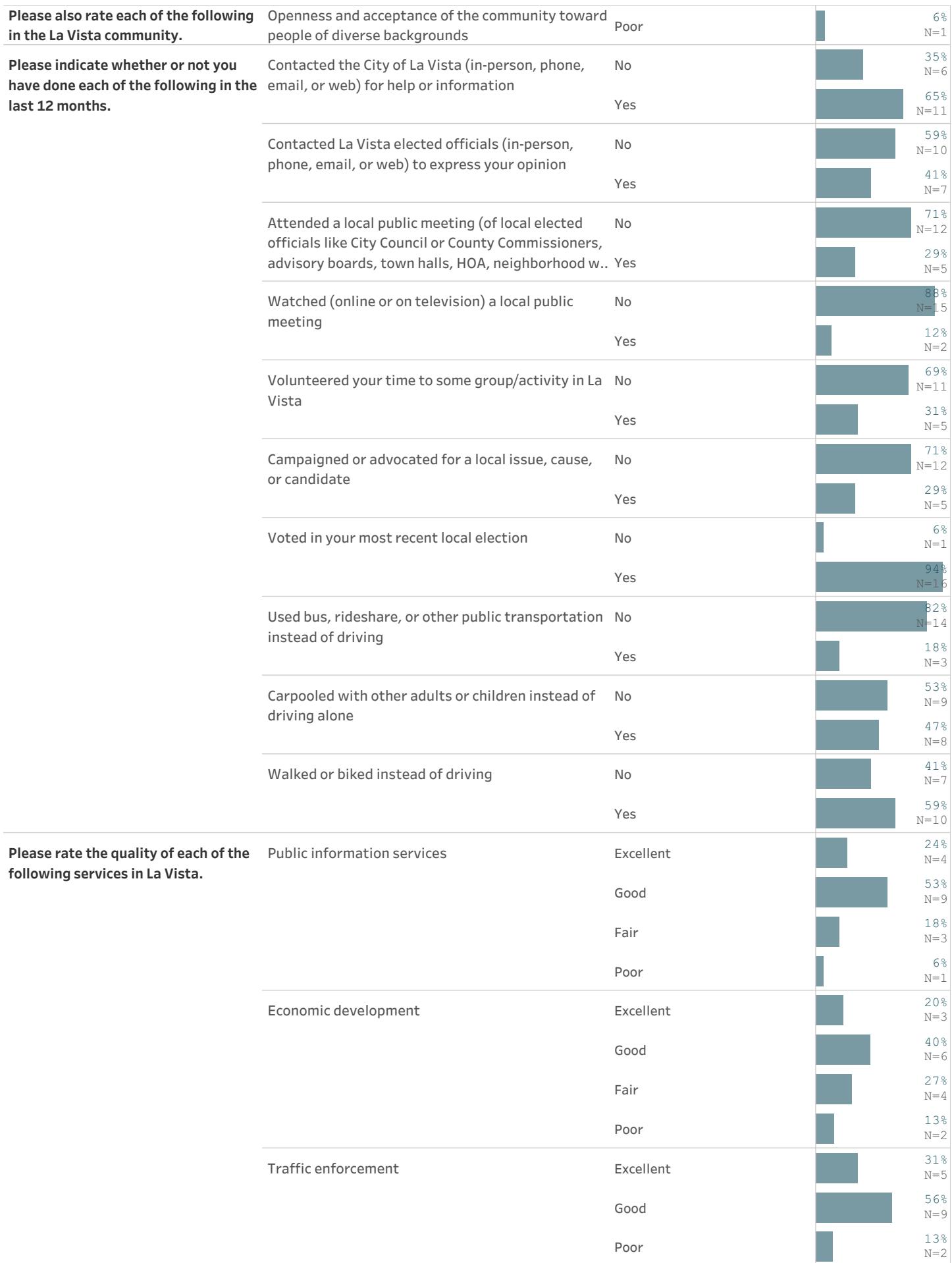




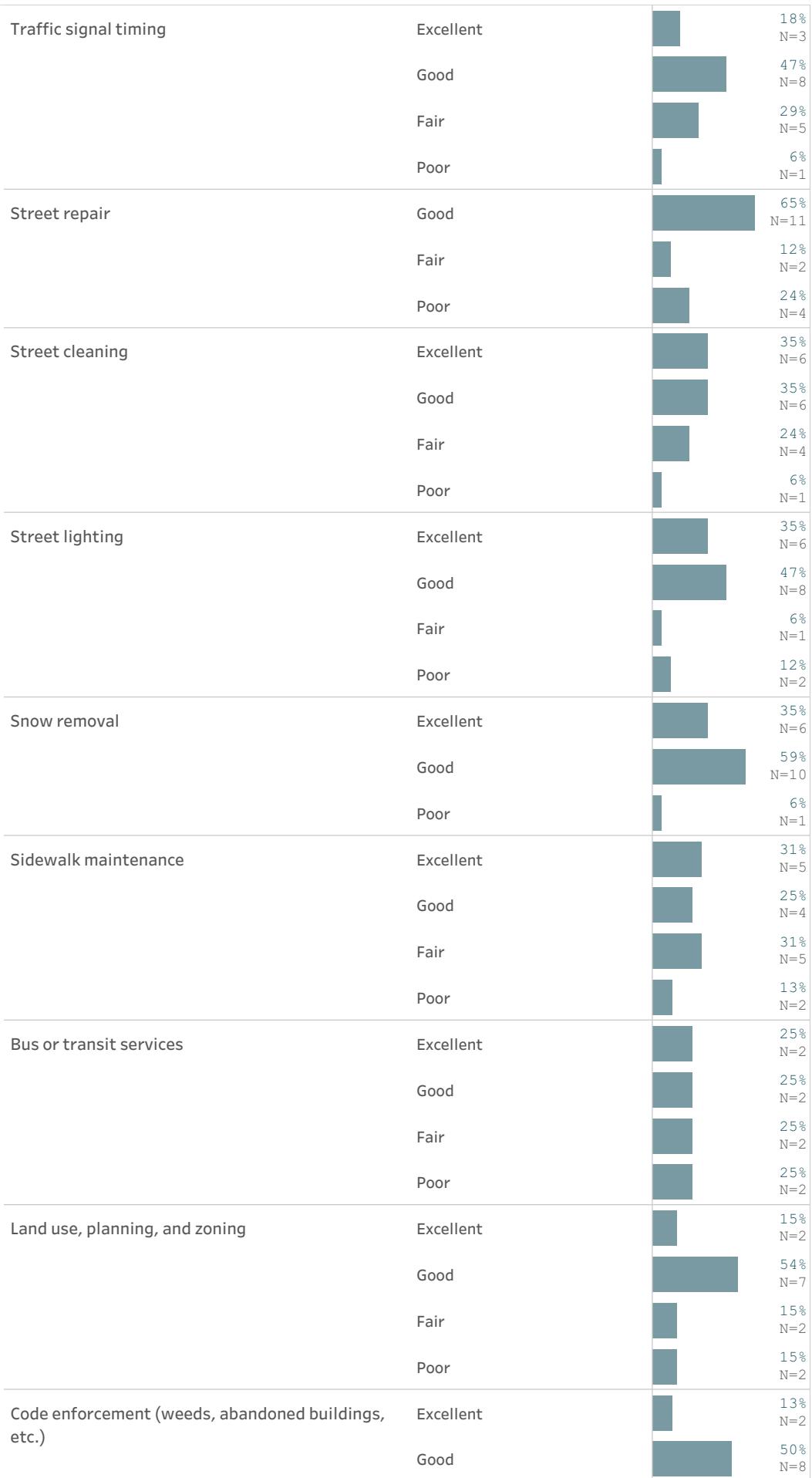
**Please also rate each of the following in the La Vista community.**

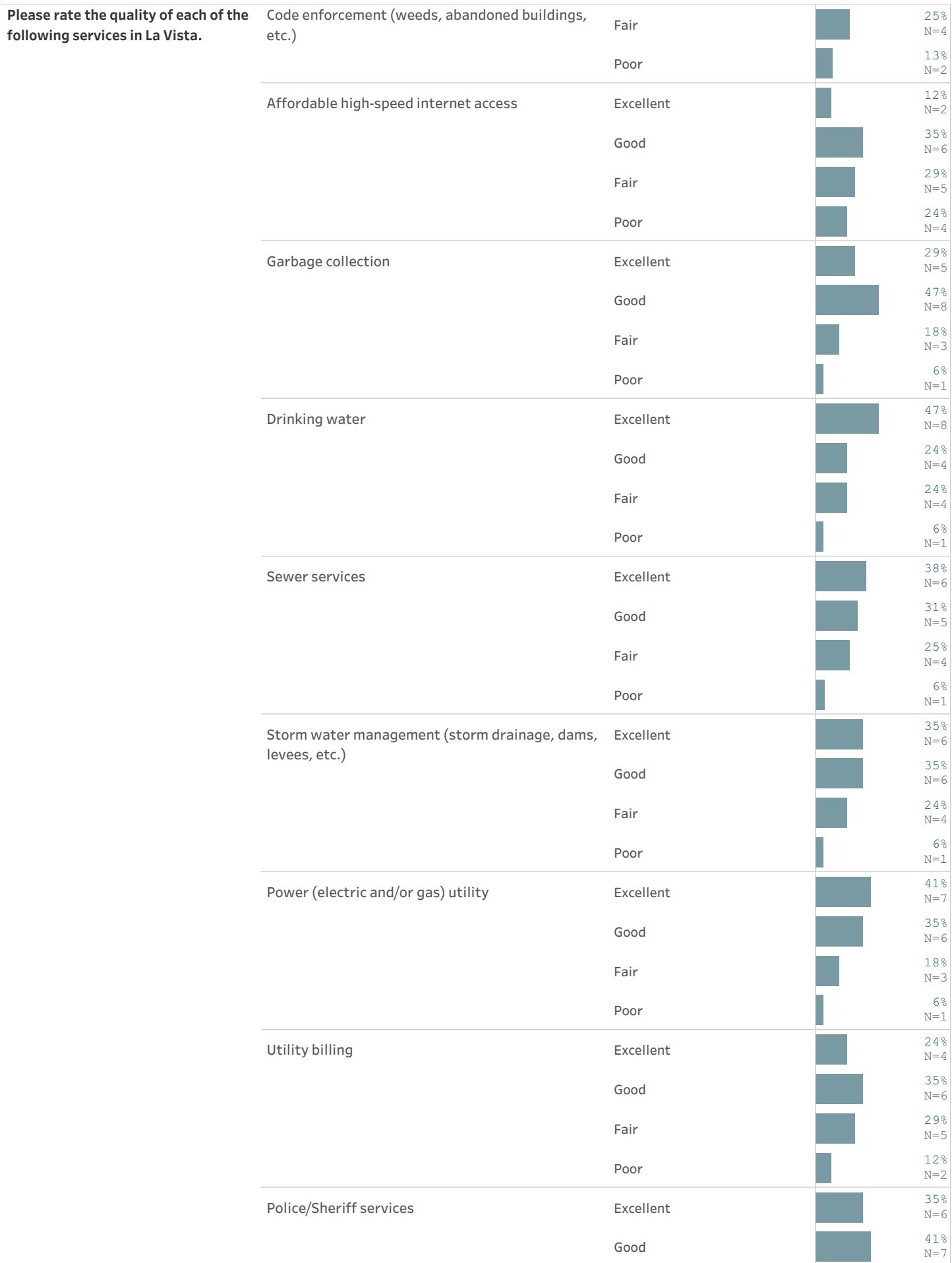




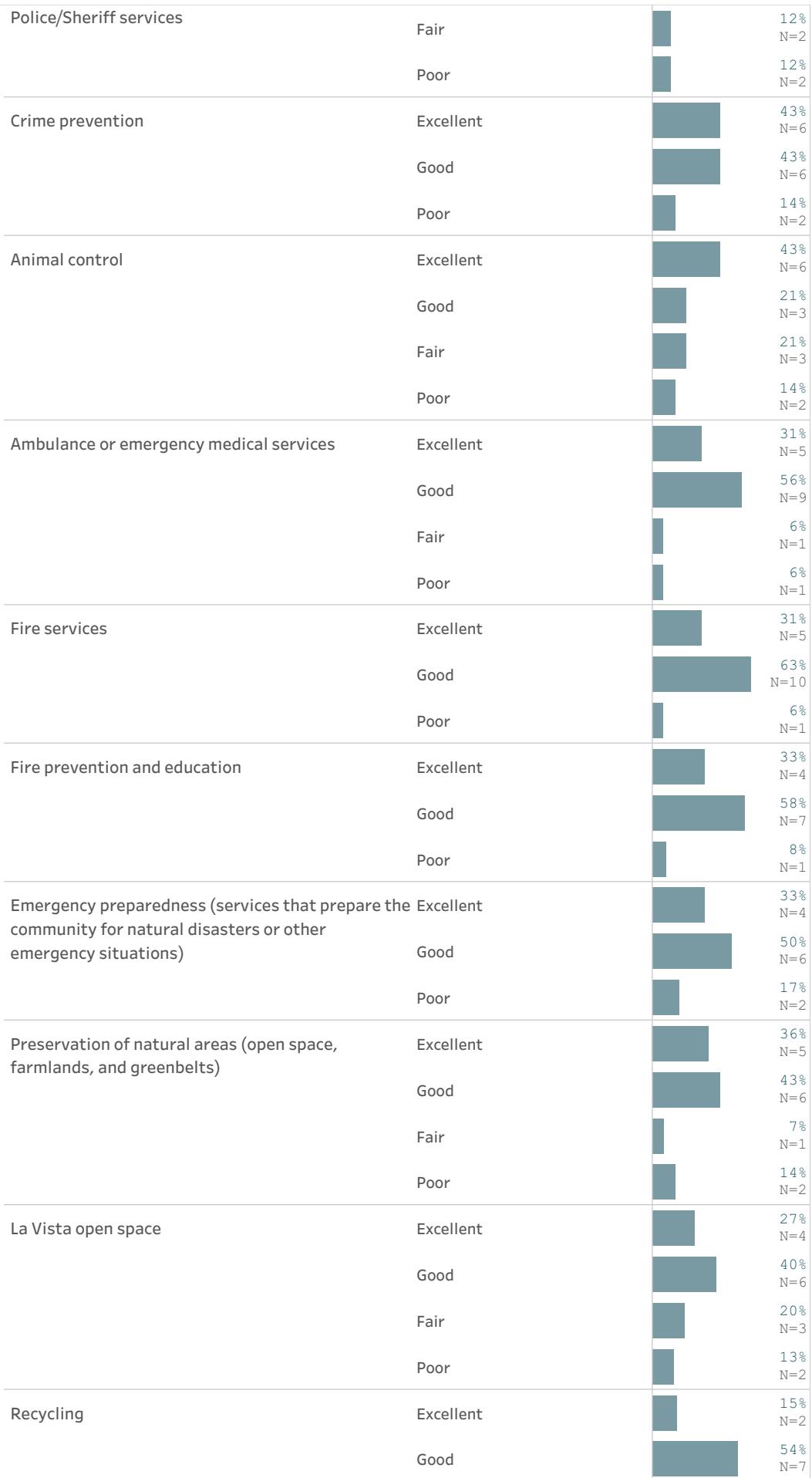


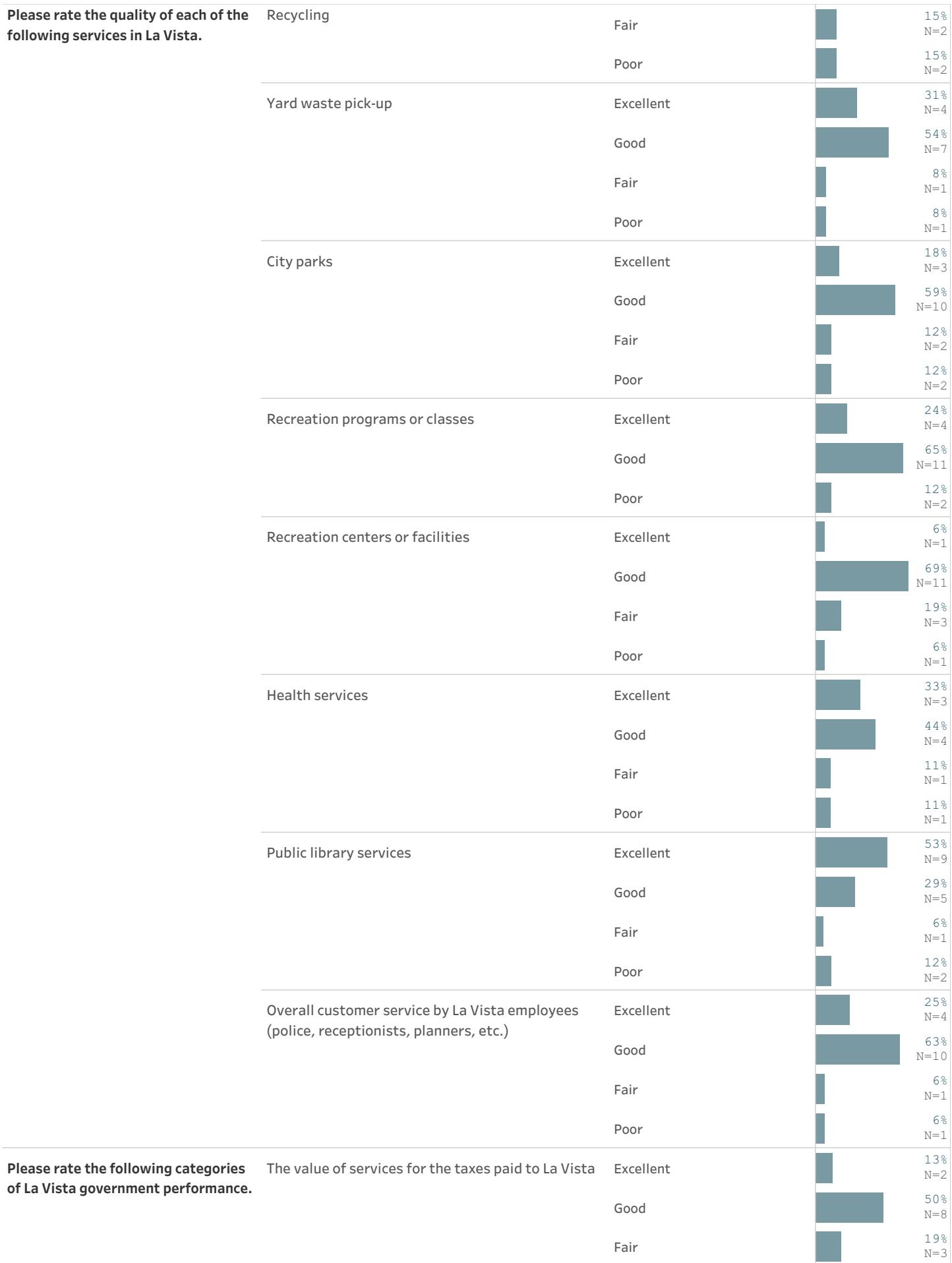
**Please rate the quality of each of the following services in La Vista.**

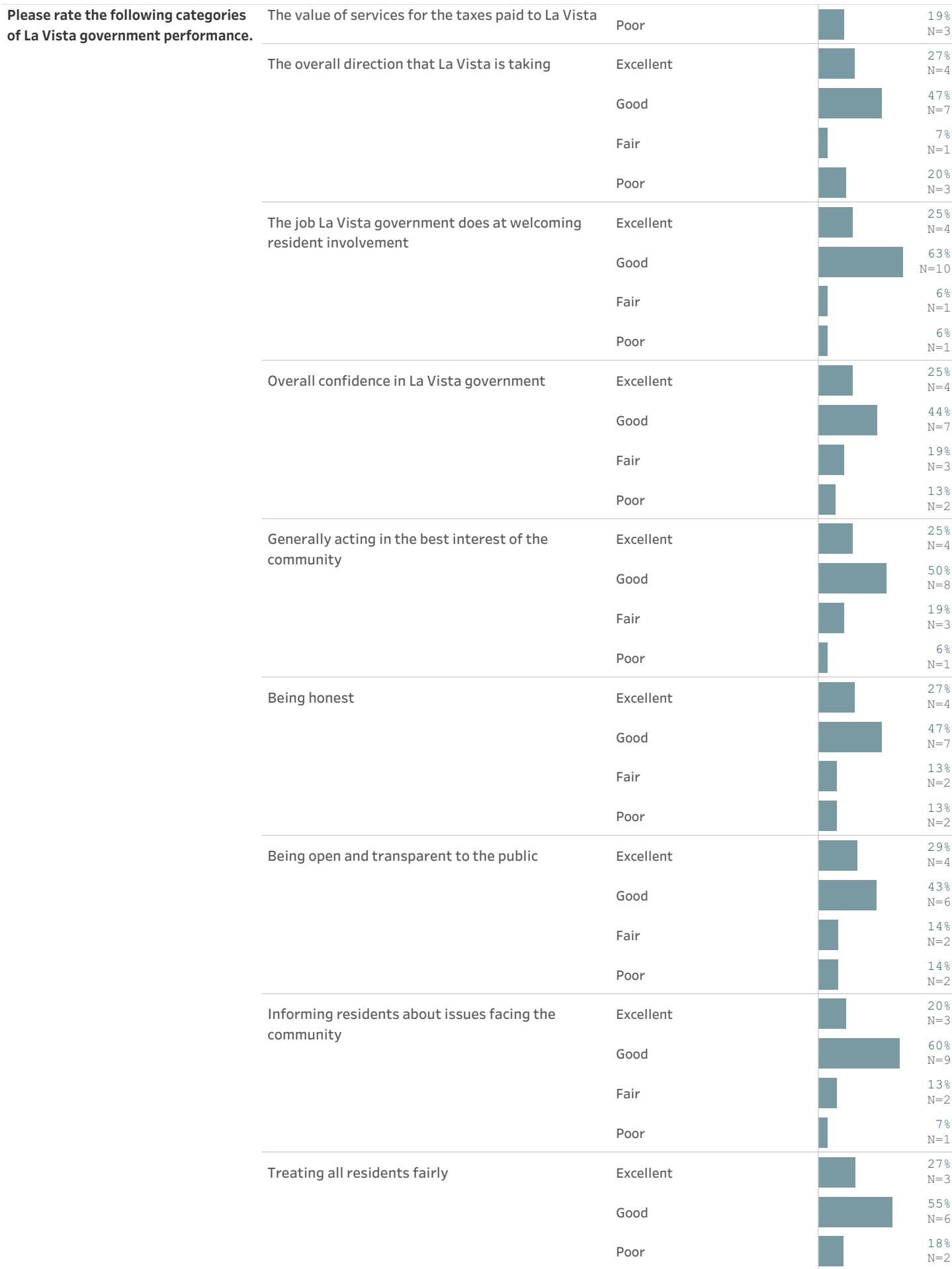


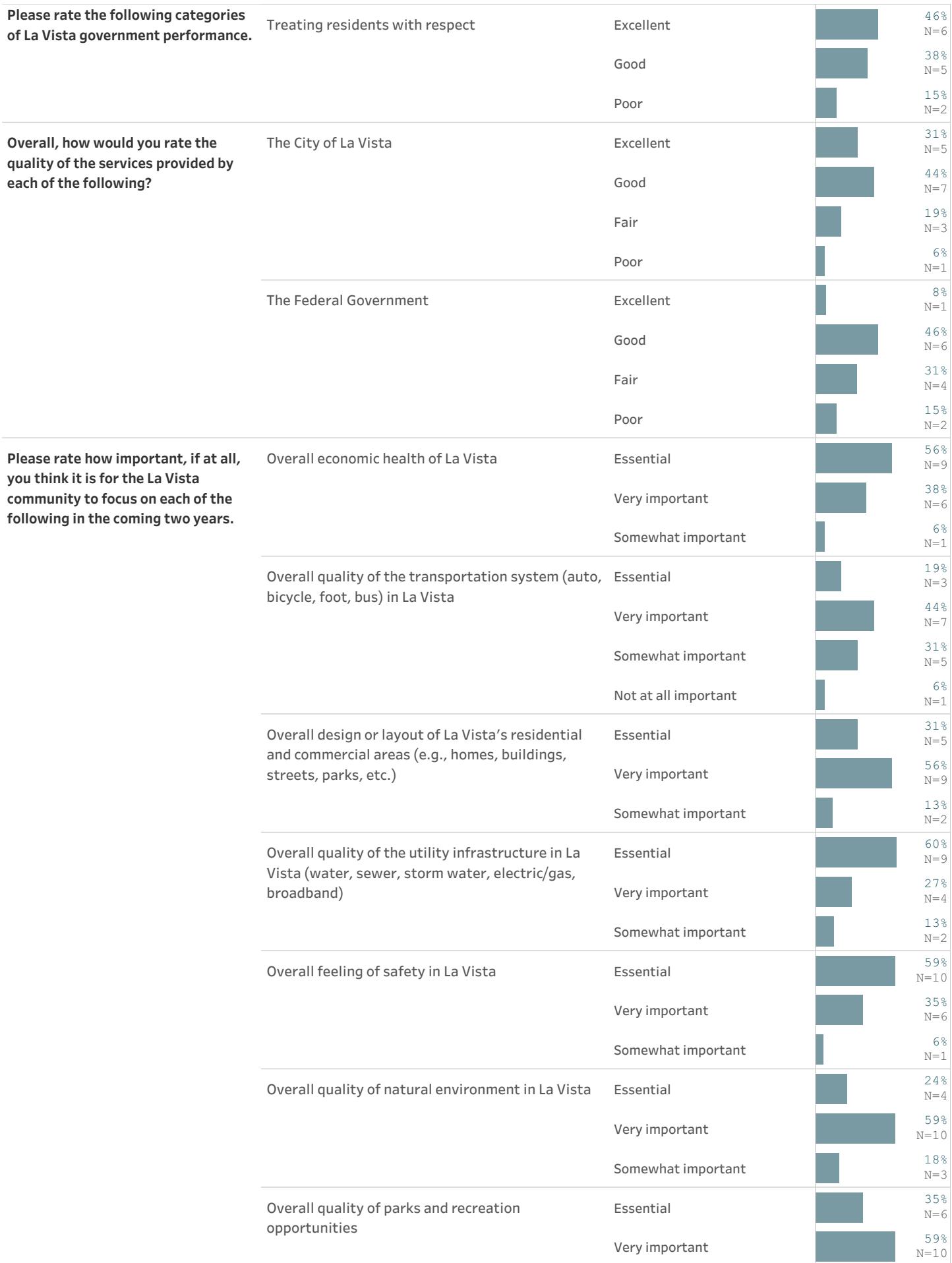


**Please rate the quality of each of the following services in La Vista.**

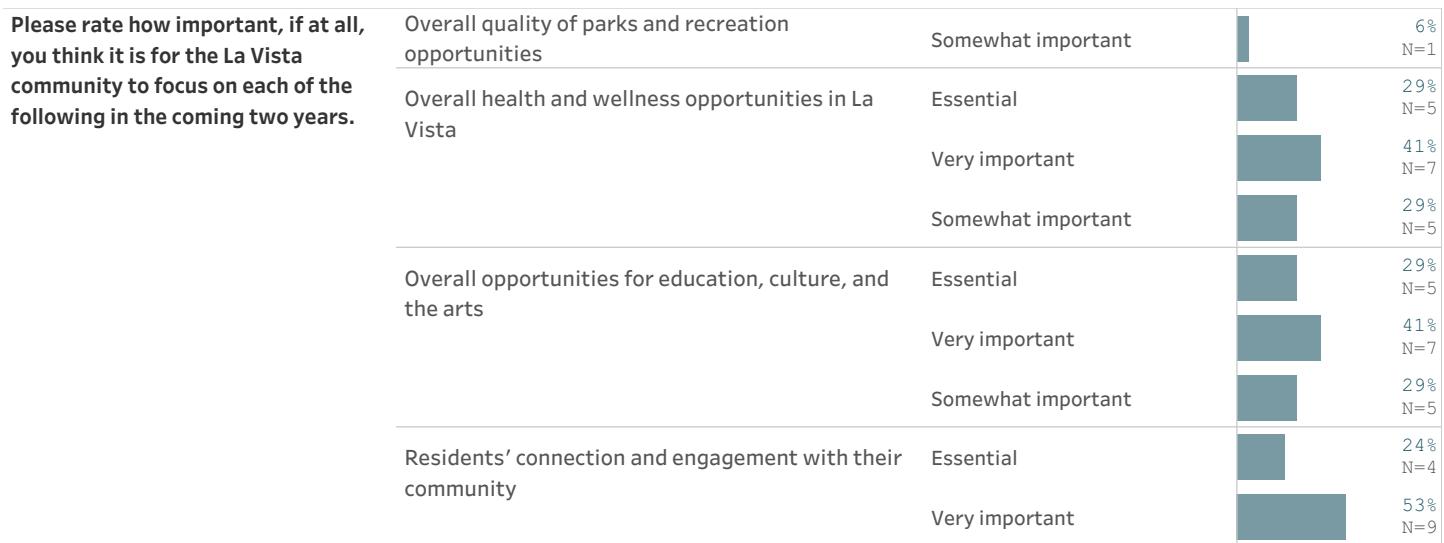




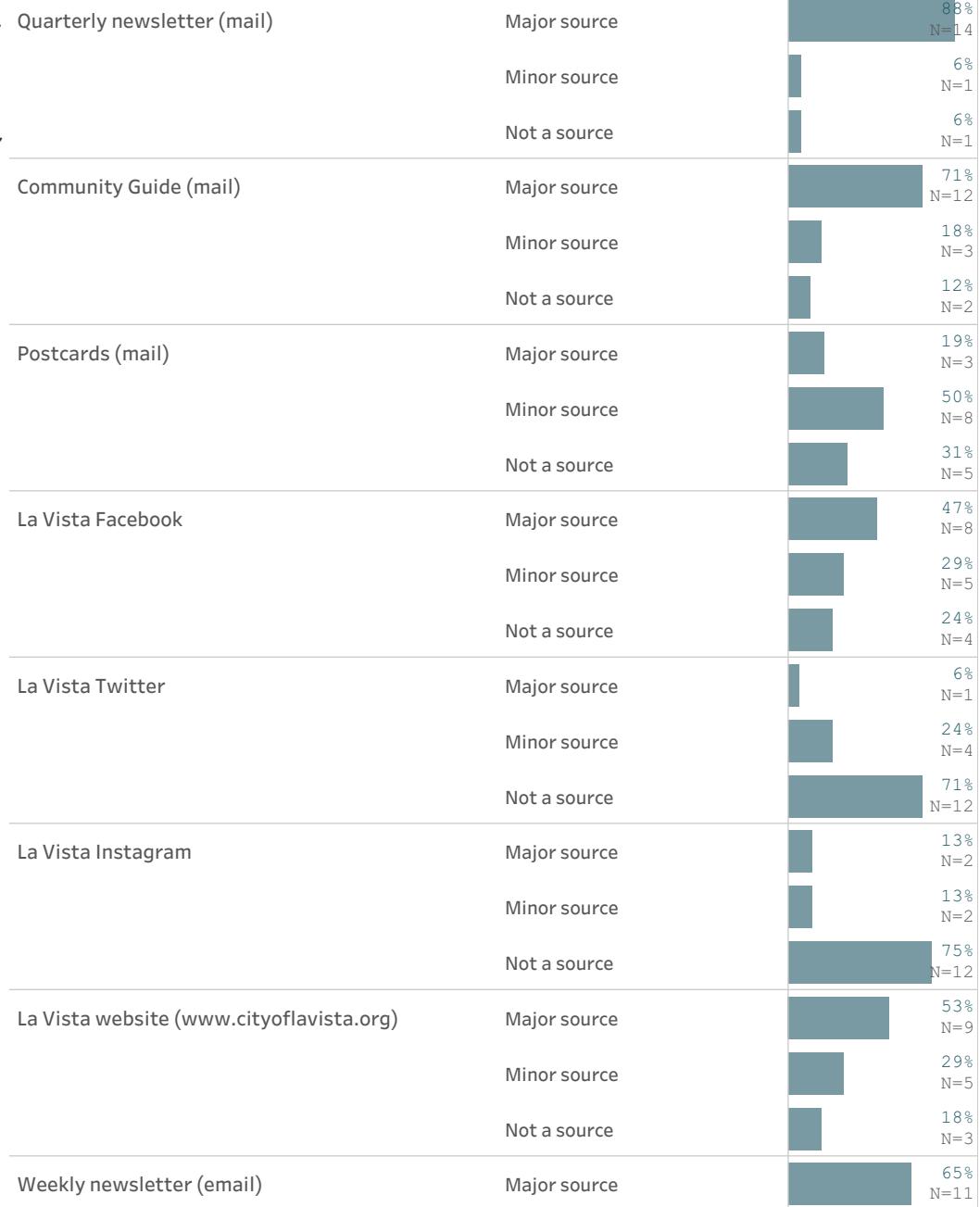




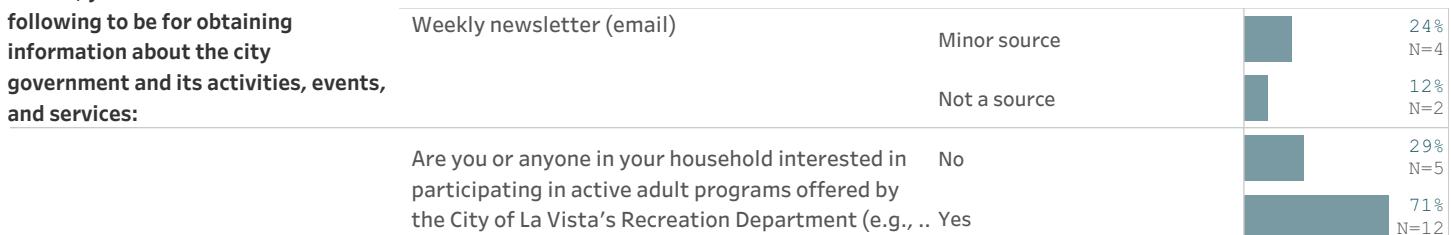
**Please rate how important, if at all, you think it is for the La Vista community to focus on each of the following in the coming two years.**



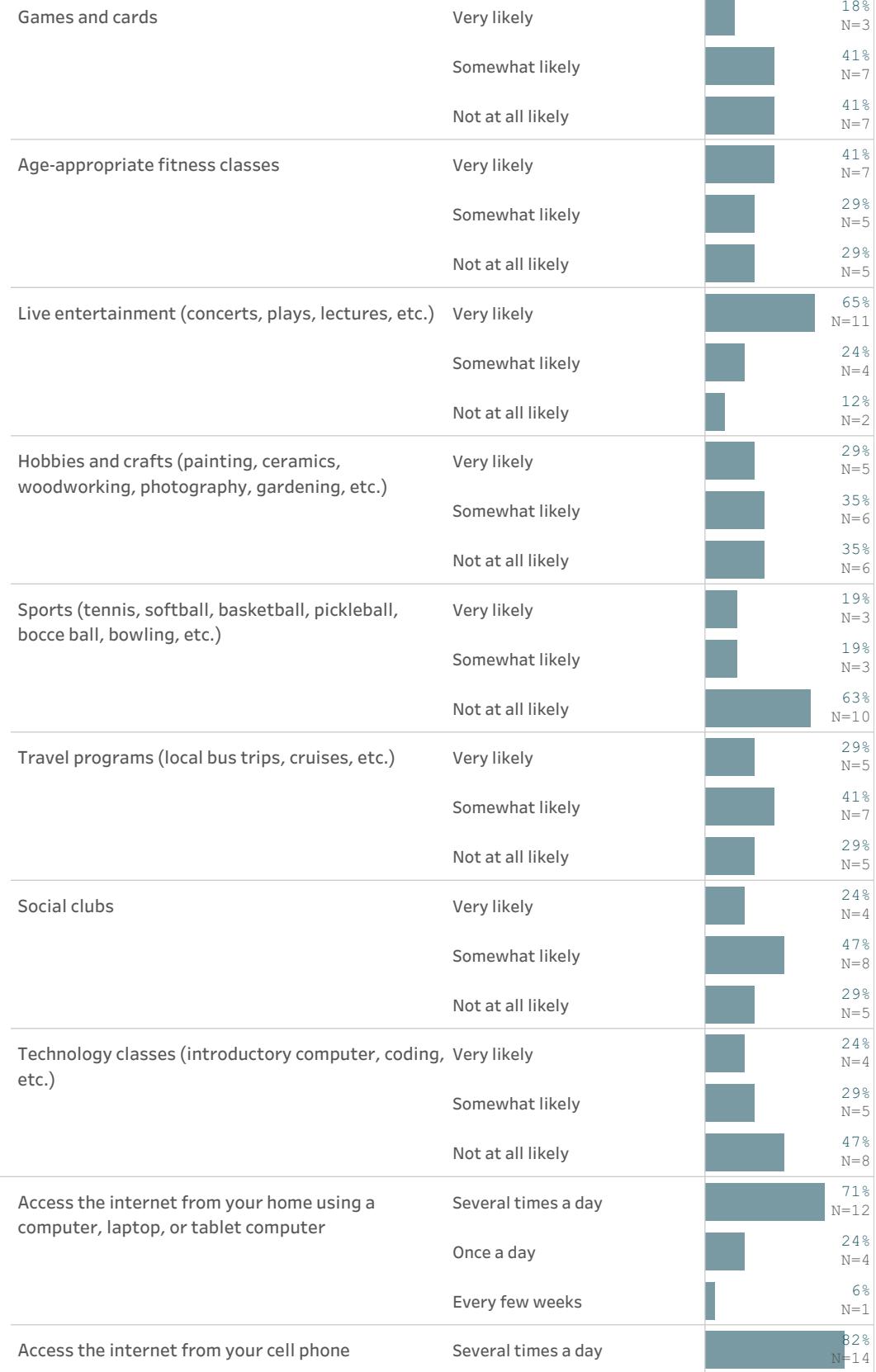
**Please indicate how much of a source, if at all, you consider each of the following to be for obtaining information about the city government and its activities, events, and services:**

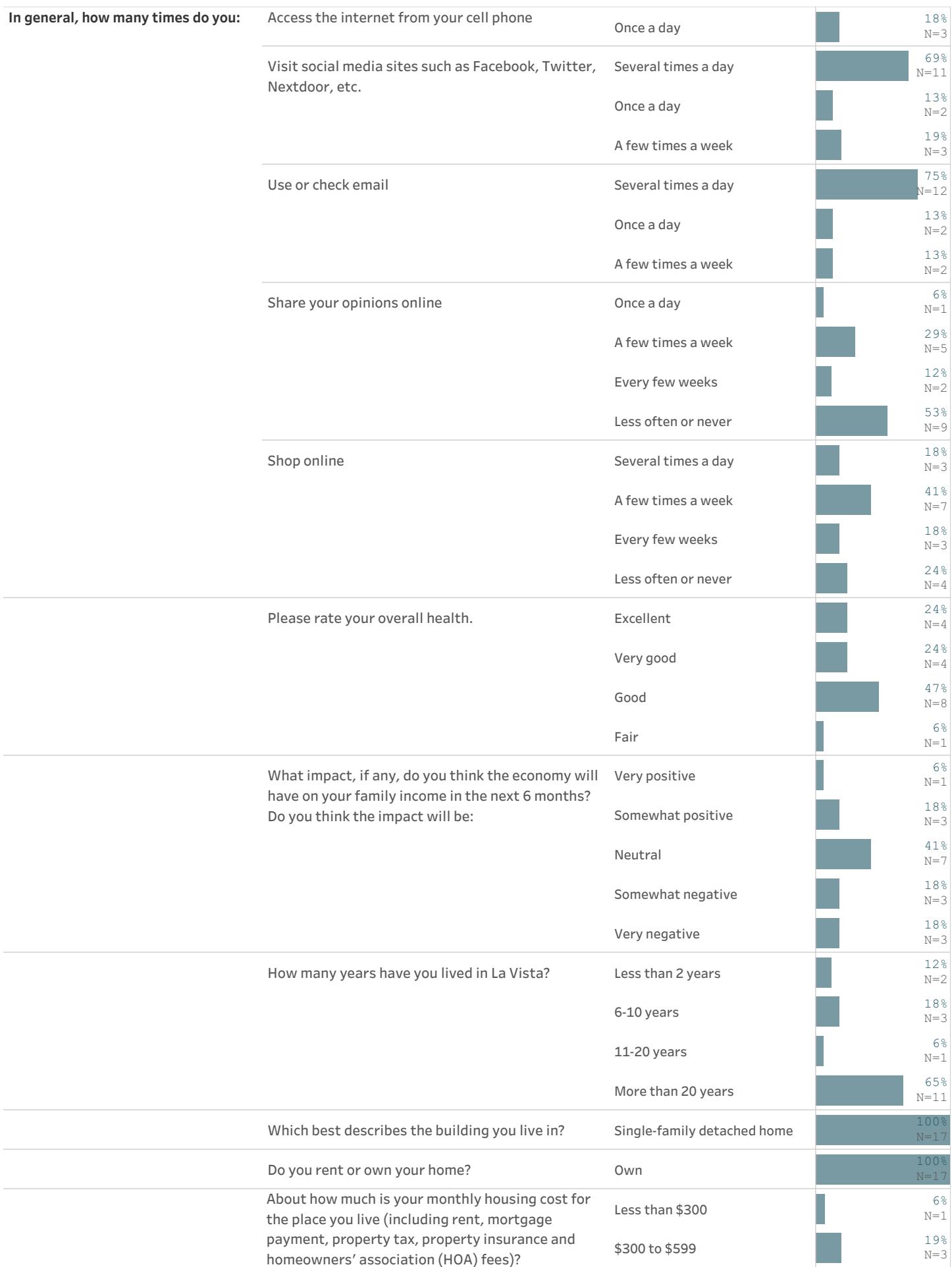


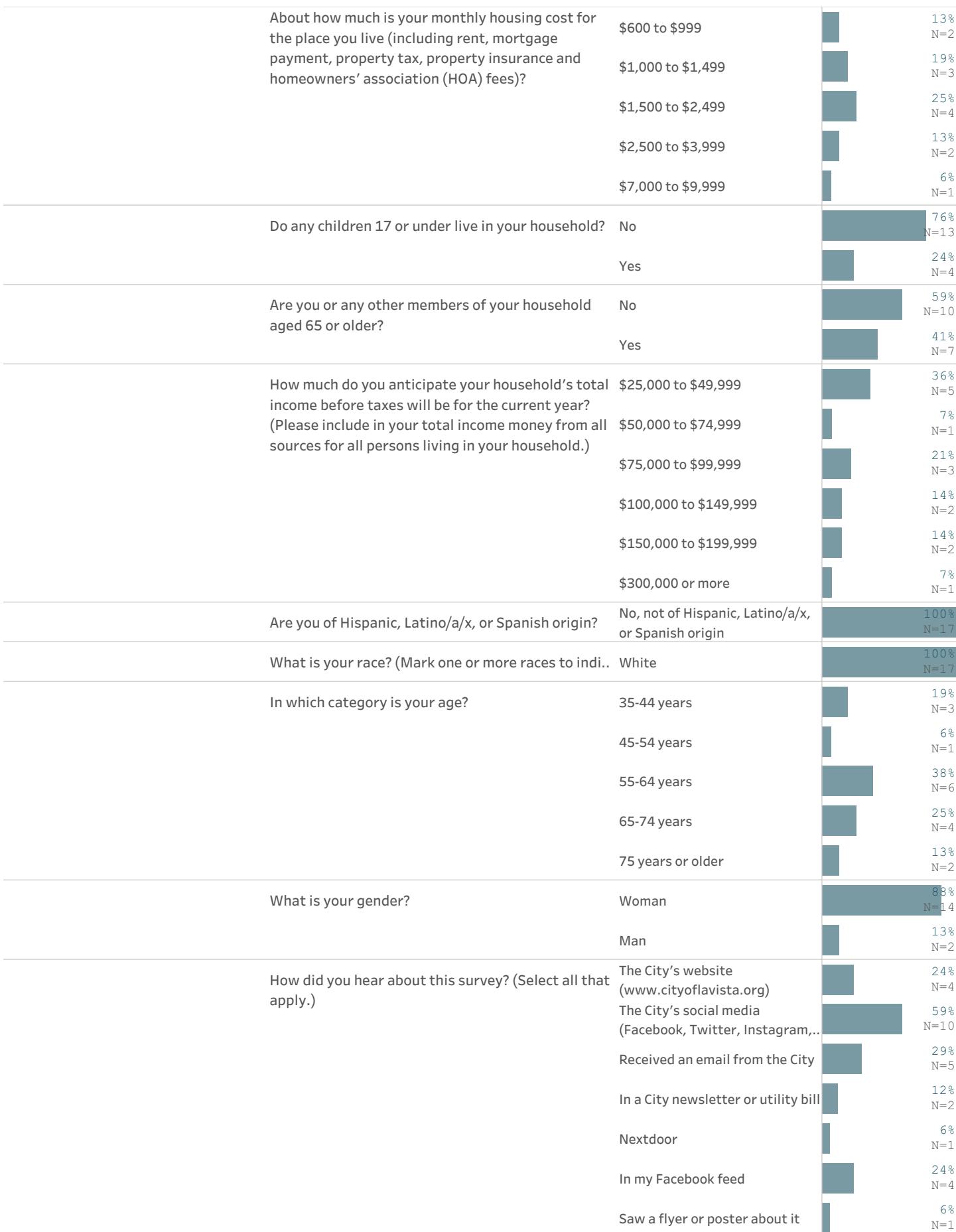
**Please indicate how much of a source, if at all, you consider each of the following to be for obtaining information about the city government and its activities, events, and services:**



**Please indicate how likely you would be to participate in the following types of active adult programs:**







# The City of La Vista 2023 Community Survey

Please complete this survey if you are the adult (age 18 or older) in the household who most recently had a birthday (the year of birth does not matter). Your responses are confidential and no identifying information will be shared.

## 1. Please rate each of the following aspects of quality of life in La Vista.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
La Vista as a place to live .....	1	2	3	4	5
Your neighborhood as a place to live .....	1	2	3	4	5
La Vista as a place to raise children .....	1	2	3	4	5
La Vista as a place to work.....	1	2	3	4	5
La Vista as a place to visit.....	1	2	3	4	5
La Vista as a place to retire.....	1	2	3	4	5
The overall quality of life in La Vista .....	1	2	3	4	5
Sense of community.....	1	2	3	4	5

## 2. Please rate each of the following characteristics as they relate to La Vista as a whole.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Overall economic health of La Vista.....	1	2	3	4	5
Overall quality of the transportation system (auto, bicycle, foot, bus) in La Vista.....	1	2	3	4	5
Overall design or layout of La Vista's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.) .....	1	2	3	4	5
Overall quality of the utility infrastructure in La Vista (water, sewer, storm water, electric/gas, broadband).....	1	2	3	4	5
Overall feeling of safety in La Vista .....	1	2	3	4	5
Overall quality of natural environment in La Vista.....	1	2	3	4	5
Overall quality of parks and recreation opportunities.....	1	2	3	4	5
Overall health and wellness opportunities in La Vista .....	1	2	3	4	5
Overall opportunities for education, culture, and the arts.....	1	2	3	4	5
Residents' connection and engagement with their community .....	1	2	3	4	5

## 3. Please indicate how likely or unlikely you are to do each of the following.

	<u>Very likely</u>	<u>Somewhat likely</u>	<u>Somewhat unlikely</u>	<u>Very unlikely</u>	<u>Don't know</u>
Recommend living in La Vista to someone who asks.....	1	2	3	4	5
Remain in La Vista for the next five years.....	1	2	3	4	5

## 4. Please rate how safe or unsafe you feel:

	<u>Very safe</u>	<u>Somewhat safe</u>	<u>Neither safe nor unsafe</u>	<u>Somewhat unsafe</u>	<u>Very unsafe</u>	<u>Don't know</u>
In your neighborhood during the day.....	1	2	3	4	5	6
In La Vista's commercial areas during the day.....	1	2	3	4	5	6
From property crime.....	1	2	3	4	5	6
From violent crime.....	1	2	3	4	5	6
From fire, flood, or other natural disaster .....	1	2	3	4	5	6

## 5. Please rate the job you feel the La Vista community does at each of the following.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Making all residents feel welcome .....	1	2	3	4	5
Attracting people from diverse backgrounds.....	1	2	3	4	5
Valuing/respecting residents from diverse backgrounds.....	1	2	3	4	5
Taking care of vulnerable residents (elderly, disabled, homeless, etc.) .....	1	2	3	4	5

## 6. Please rate each of the following in the La Vista community.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Overall quality of business and service establishments in La Vista.....	1	2	3	4	5
Variety of business and service establishments in La Vista .....	1	2	3	4	5
Vibrancy of downtown/commercial area .....	1	2	3	4	5
Employment opportunities .....	1	2	3	4	5
Shopping opportunities.....	1	2	3	4	5
Cost of living in La Vista .....	1	2	3	4	5
Overall image or reputation of La Vista .....	1	2	3	4	5

**7. Please also rate each of the following in the La Vista community.**

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Traffic flow on major streets.....	1	2	3	4	5
Ease of public parking.....	1	2	3	4	5
Ease of travel by car in La Vista.....	1	2	3	4	5
Ease of travel by public transportation in La Vista.....	1	2	3	4	5
Ease of travel by bicycle in La Vista.....	1	2	3	4	5
Ease of walking in La Vista.....	1	2	3	4	5
Well-planned residential growth.....	1	2	3	4	5
Well-planned commercial growth.....	1	2	3	4	5
Well-designed neighborhoods .....	1	2	3	4	5
Preservation of the historical or cultural character of the community .....	1	2	3	4	5
Public places where people want to spend time .....	1	2	3	4	5
Variety of housing options.....	1	2	3	4	5
Availability of affordable quality housing.....	1	2	3	4	5
Overall quality of new development in La Vista.....	1	2	3	4	5
Overall appearance of La Vista.....	1	2	3	4	5
Cleanliness of La Vista .....	1	2	3	4	5
Water resources (lakes, ponds, riverways, etc.) .....	1	2	3	4	5
Air quality.....	1	2	3	4	5
Availability of paths and walking trails.....	1	2	3	4	5
Fitness opportunities (including exercise classes and paths or trails, etc.) ...	1	2	3	4	5
Recreational opportunities.....	1	2	3	4	5
Availability of affordable quality food .....	1	2	3	4	5
Availability of affordable quality health care.....	1	2	3	4	5
Availability of preventive health services .....	1	2	3	4	5
Availability of affordable quality mental health care .....	1	2	3	4	5
Opportunities to attend cultural/arts/music activities .....	1	2	3	4	5
Community support for the arts.....	1	2	3	4	5
Availability of affordable quality childcare/preschool.....	1	2	3	4	5
K-12 education.....	1	2	3	4	5
Adult educational opportunities .....	1	2	3	4	5
Sense of civic/community pride.....	1	2	3	4	5
Neighborliness of residents in La Vista .....	1	2	3	4	5
Opportunities to participate in social events and activities .....	1	2	3	4	5
Opportunities to attend special events and festivals.....	1	2	3	4	5
Opportunities to volunteer .....	1	2	3	4	5
Opportunities to participate in community matters .....	1	2	3	4	5
Openness and acceptance of the community toward people of diverse backgrounds.....	1	2	3	4	5

**8. Please indicate whether or not you have done each of the following in the last 12 months.**

	<u>No</u>	<u>Yes</u>
Contacted the City of La Vista (in-person, phone, email, or web) for help or information .....	1	2
Contacted La Vista elected officials (in-person, phone, email, or web) to express your opinion.....	1	2
Attended a local public meeting (of local elected officials like City Council or County Commissioners, advisory boards, town halls, HOA, neighborhood watch, etc.) .....	1	2
Watched (online or on television) a local public meeting.....	1	2
Volunteered your time to some group/activity in La Vista .....	1	2
Campaigned or advocated for a local issue, cause, or candidate.....	1	2
Voted in your most recent local election .....	1	2
Used bus, rideshare, or other public transportation instead of driving.....	1	2
Carpooled with other adults or children instead of driving alone.....	1	2
Walked or biked instead of driving.....	1	2

# The City of La Vista 2023 Community Survey

## 9. Please rate the quality of each of the following services in La Vista.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Public information services.....	1	2	3	4	5
Economic development.....	1	2	3	4	5
Traffic enforcement .....	1	2	3	4	5
Traffic signal timing.....	1	2	3	4	5
Street repair .....	1	2	3	4	5
Street cleaning.....	1	2	3	4	5
Street lighting.....	1	2	3	4	5
Snow removal.....	1	2	3	4	5
Sidewalk maintenance.....	1	2	3	4	5
Bus or transit services .....	1	2	3	4	5
Land use, planning, and zoning.....	1	2	3	4	5
Code enforcement (weeds, abandoned buildings, etc.) .....	1	2	3	4	5
Affordable high-speed internet access .....	1	2	3	4	5
Garbage collection .....	1	2	3	4	5
Drinking water.....	1	2	3	4	5
Sewer services.....	1	2	3	4	5
Storm water management (storm drainage, dams, levees, etc.) .....	1	2	3	4	5
Power (electric and/or gas) utility.....	1	2	3	4	5
Utility billing .....	1	2	3	4	5
Police/Sheriff services.....	1	2	3	4	5
Crime prevention .....	1	2	3	4	5
Animal control.....	1	2	3	4	5
Ambulance or emergency medical services .....	1	2	3	4	5
Fire services .....	1	2	3	4	5
Fire prevention and education.....	1	2	3	4	5
Emergency preparedness (services that prepare the community for natural disasters or other emergency situations) .....	1	2	3	4	5
Preservation of natural areas (open space, farmlands, and greenbelts) ....	1	2	3	4	5
La Vista open space.....	1	2	3	4	5
Recycling.....	1	2	3	4	5
Yard waste pick-up.....	1	2	3	4	5
City parks.....	1	2	3	4	5
Recreation programs or classes .....	1	2	3	4	5
Recreation centers or facilities .....	1	2	3	4	5
Health services.....	1	2	3	4	5
Public library services .....	1	2	3	4	5
Overall customer service by La Vista employees (police, receptionists, planners, etc.) .....	1	2	3	4	5

## 10. Please rate the following categories of La Vista government performance.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
The value of services for the taxes paid to La Vista .....	1	2	3	4	5
The overall direction that La Vista is taking.....	1	2	3	4	5
The job La Vista government does at welcoming resident involvement .....	1	2	3	4	5
Overall confidence in La Vista government.....	1	2	3	4	5
Generally acting in the best interest of the community .....	1	2	3	4	5
Being honest.....	1	2	3	4	5
Being open and transparent to the public.....	1	2	3	4	5
Informing residents about issues facing the community.....	1	2	3	4	5
Treating all residents fairly .....	1	2	3	4	5
Treating residents with respect .....	1	2	3	4	5

## 11. Overall, how would you rate the quality of the services provided by each of the following?

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
The City of La Vista.....	1	2	3	4	5
The Federal Government.....	1	2	3	4	5

**12. Please rate how important, if at all, you think it is for the La Vista community to focus on each of the following in the coming two years.**

	<u>Essential</u>	<u>Very important</u>	<u>Somewhat important</u>	<u>Not at all important</u>
Overall economic health of La Vista.....	1	2	3	4
Overall quality of the transportation system (auto, bicycle, foot, bus) in La Vista.....	1	2	3	4
Overall design or layout of La Vista's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.) .....	1	2	3	4
Overall quality of the utility infrastructure in La Vista (water, sewer, storm water, electric/gas, broadband).....	1	2	3	4
Overall feeling of safety in La Vista .....	1	2	3	4
Overall quality of natural environment in La Vista.....	1	2	3	4
Overall quality of parks and recreation opportunities.....	1	2	3	4
Overall health and wellness opportunities in La Vista .....	1	2	3	4
Overall opportunities for education, culture, and the arts.....	1	2	3	4
Residents' connection and engagement with their community .....	1	2	3	4

**13. Please indicate how much of a source, if at all, you consider each of the following to be for obtaining information about the city government and its activities, events, and services:**

	<u>Major source</u>	<u>Minor source</u>	<u>Not a source</u>
Quarterly newsletter (mail) .....	1	2	3
Community Guide (mail) .....	1	2	3
Postcards (mail) .....	1	2	3
La Vista Facebook .....	1	2	3
La Vista Twitter .....	1	2	3
La Vista Instagram.....	1	2	3
La Vista website ( <a href="http://www.cityoflavista.org">www.cityoflavista.org</a> ) .....	1	2	3
Weekly newsletter (email) .....	1	2	3

**14. Are you or anyone in your household interested in participating in active adult programs offered by the City of La Vista's Recreation Department (e.g., age-appropriate fitness classes, travel groups, etc.)?**

- No
- Yes

**15. Please indicate how likely you would be to participate in the following types of active adult programs:**

	<u>Very likely</u>	<u>Somewhat likely</u>	<u>Not at all likely</u>
Games and cards .....	1	2	3
Age-appropriate fitness classes.....	1	2	3
Live entertainment (concerts, plays, lectures, etc.) .....	1	2	3
Hobbies and crafts (painting, ceramics, woodworking, photography, gardening, etc.) .....	1	2	3
Sports (tennis, softball, basketball, pickleball, bocce ball, bowling, etc.).....	1	2	3
Travel programs (local bus trips, cruises, etc.) .....	1	2	3
Social clubs .....	1	2	3
Technology classes (introductory computer, coding, etc.) .....	1	2	3

# The City of La Vista 2023 Community Survey

Our last questions are about you and your household.

Again, all of your responses to this survey are confidential and no identifying information will be shared.

## D1. In general, how many times do you:

	Several times a day	Once a day	A few times a week	Every few weeks	Less often or never	Don't know
Access the internet from your home using a computer, laptop, or tablet computer .....	1	2	3	4	5	6
Access the internet from your cell phone.....	1	2	3	4	5	6
Visit social media sites such as Facebook, Twitter, Nextdoor, etc. ....	1	2	3	4	5	6
Use or check email.....	1	2	3	4	5	6
Share your opinions online.....	1	2	3	4	5	6
Shop online .....	1	2	3	4	5	6

## D2. Please rate your overall health.

Excellent     Very good     Good     Fair     Poor

## D3. What impact, if any, do you think the economy will have on your family income in the next 6 months?

Do you think the impact will be:

Very positive     Somewhat positive     Neutral     Somewhat negative     Very negative

## D4. How many years have you lived in La Vista?

Less than 2 years  
 2-5 years  
 6-10 years  
 11-20 years  
 More than 20 years

## D5. Which best describes the building you live in?

Single-family detached home  
 Townhouse or duplex (may share walls but no units above or below you)  
 Condominium or apartment (have units above or below you)  
 Mobile home  
 Other

## D6. Do you rent or own your home?

Rent  
 Own

## D7. About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance, and homeowners' association (HOA) fees)?

<input type="radio"/> Less than \$300	<input type="radio"/> \$2,500 to \$3,999
<input type="radio"/> \$300 to \$599	<input type="radio"/> \$4,000 to \$6,999
<input type="radio"/> \$600 to \$999	<input type="radio"/> \$7,000 to \$9,999
<input type="radio"/> \$1,000 to \$1,499	<input type="radio"/> \$10,000 or more
<input type="radio"/> \$1,500 to \$2,499	

## D8. Do any children 17 or under live in your household?

No     Yes

## D9. Are you or any other members of your household aged 65 or older?

No     Yes

## D10. How much do you anticipate your household's total income before taxes will be for the current year?

(Please include in your total income money from all sources for all persons living in your household.)

<input type="radio"/> Less than \$25,000	<input type="radio"/> \$100,000 to \$149,999
<input type="radio"/> \$25,000 to \$49,999	<input type="radio"/> \$150,000 to \$199,999
<input type="radio"/> \$50,000 to \$74,999	<input type="radio"/> \$200,000 to \$299,999
<input type="radio"/> \$75,000 to \$99,999	<input type="radio"/> \$300,000 or more

## D11. Are you of Hispanic, Latino/a/x, or Spanish origin?

No     Yes

## D12. What is your race? (Mark one or more races to indicate what race you consider yourself to be.)

American Indian or Alaskan Native  
 Asian  
 Black or African American  
 Native Hawaiian or Other Pacific Islander  
 White  
 A race not listed

## D13. In which category is your age?

<input type="radio"/> 18-24 years	<input type="radio"/> 55-64 years
<input type="radio"/> 25-34 years	<input type="radio"/> 65-74 years
<input type="radio"/> 35-44 years	<input type="radio"/> 75 years or older
<input type="radio"/> 45-54 years	

## D14. What is your gender?

Woman  
 Man  
 Identify in another way → go to D14a

## D14a. If you identify in another way, how would you describe your gender?

Agender/I don't identify with any gender  
 Genderqueer/gender fluid  
 Non-binary  
 Transgender man  
 Transgender woman  
 Two-spirit  
 Identify in another way

**Thank you!**

Please return the completed survey in the postage-paid envelope to:

**National Research Center, Inc., PO Box 549, Belle Mead, NJ 08502**

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**AUGUST 15, 2023 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AMENDING FY23 - FY24 BIENNIAL BUDGET	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	MEG HARRIS FINANCE DIRECTOR

**SYNOPSIS**

A second reading of the Appropriations Ordinance has been scheduled to consider the proposed amendment to the FY23 – FY24 biennial budget. Only the second reading of the budget ordinance is requested at this time as the final assessed property valuation of the City will not be received from Sarpy County until August 20, 2023.

**FISCAL IMPACT**

The recommended amended budget for FY24 is \$37,015,801 in all funds, a decrease of \$8,951,951. The total proposed preliminary property tax request for FY24 is for \$12,523,631 which requires a property tax levy of \$0.54 per \$100 dollars of assessed valuation.

In FY24, the owner of a home valued at \$200,000 will pay \$1080 in property taxes, or \$90 per month.

**RECOMMENDATION**

Approval of second reading of the Appropriations Ordinance.

**BACKGROUND**

The City Council held a budget workshop on July 18, 2023. The proposed Appropriations Ordinance is based on the discussions from these meetings. The Special Budget Hearing was held August 1, 2023.

Attached is an itemized list of the proposed budget amendments and the Budget Summaries.

# General Fund

## Proposed Amendments to FY24

- Decrease in restaurant tax revenue of \$1.1 M, slight increase in property tax of 4%.
- Net decrease in revenue of 4.3%
- Increase of \$667K in expenditures, \$340K is carry over from FY23.

### General Fund

	Fiscal Year 2024				
	Original Budget	Increase/Decrease	As %	Proposed Amended	
<b>Beginning Fund Balance</b>	\$ 14,796,733			\$ 14,997,662	
<b>Revenue</b>					
Property Tax Total	\$ 11,674,812	\$ 493,111	4% \$	12,167,923	
Sales Tax Received	\$ 5,562,691	\$ —	—% \$	5,562,691	
In Lieu Of Tax	\$ 209,079	\$ —	—% \$	209,079	
State Revenue	\$ 2,199,941	\$ —	—% \$	2,199,941	
Occupation & Franchise Tax	\$ 848,323	\$ —	—% \$	848,323	
Hotel Occupancy Tax	\$ 1,089,450	\$ —	—% \$	1,089,450	
Permits & Licenses	\$ 488,869	\$ —	—% \$	488,869	
Interest Income	\$ 21,625	\$ —	—% \$	21,625	
Recreation Fees	\$ 169,950	\$ —	—% \$	169,950	
Special Services	\$ 20,500	\$ —	—% \$	20,500	
Grant Income	\$ 195,752	\$ —	—% \$	195,752	
Restaurant Tax	\$ 2,281,787	\$ (1,581,787)	-69% \$	700,000	
Parking Garage Fees	\$ 392,853	\$ —	—% \$	392,853	
Other Income	\$ 293,750	\$ —	—% \$	293,750	
<b>Total Revenue</b>	\$ 25,449,382	\$ (1,088,676)	-4% \$	24,360,706	
<b>Expenditures</b>					
Personnel Services	\$ 14,837,765	\$ 85,490	1% \$	14,923,255	
Commodities	\$ 687,738	\$ 40,000	6% \$	727,738	
Contractual Services	\$ 6,330,685	\$ 65,000	1% \$	6,395,685	
Maintenance	\$ 1,004,547	\$ 65,000	6% \$	1,069,547	
Other Charges	\$ 319,622	\$ —	—% \$	319,622	
Capital Outlay	\$ 1,066,000	\$ 412,500	39% \$	1,478,500	
CIP	\$ —	\$ —	—% \$	—	
<b>Total Expenditures</b>	\$ 24,246,357	\$ 667,990	3% \$	24,914,347	
<b>Revenues Less Expenditures</b>	\$ 1,203,025	\$ (1,756,666)	\$ (553,641)		
Trans In (Out)	\$ (2,029,166)	\$ 200,000	\$ (1,829,166)		
Net Change In Fund Balance	\$ (826,141)	\$ (1,556,666)	\$ (2,382,807)		
<b>Ending Fund Balance</b>	\$ 13,970,592			\$ 12,614,855	

Reserve Summary		
Operations Reserve	58%	51%
Target Operating Reserve	25%	25%
Over/(Under Target)	33%	26%

# Debt Service Fund

## Proposed Amendments to FY24

- Revenue increase \$40K or 4% in property tax.
- Addition of CIP projects will result in an increase in transfers to other funds of \$3.6M

## Debt Service Fund

Fiscal Year 2024					
	Original	Increase/	As	Proposed	
	Budget	Decrease	%	Amended	
<b>Beginning Fund Balance</b>	<b>\$ 11,273,865</b>			<b>\$ 10,860,476</b>	
<b>Revenue</b>					
Property Tax Total	\$ 901,995	\$ 39,513	4%	\$ 941,508	
Sales Tax Received	\$ 2,718,597	\$ —	—%	\$ 2,718,597	
In Lieu Of Tax	\$ 20,907	\$ —	—%	\$ 20,907	
Interest Income	\$ 4,100	\$ —	—%	\$ 4,100	
Other Income	\$ 393,925	\$ —	—	\$ 393,925	
<b>Total Revenue</b>	<b>\$ 4,039,524</b>	<b>\$ 39,513</b>	<b>1%</b>	<b>\$ 4,079,037</b>	
<b>Expenditures</b>					
Debt Service	\$ 2,906,149	\$ —	—%	\$ 2,906,149	
Other Charges	\$ 206,845	\$ —	—%	\$ 206,845	
<b>Total Expenditures</b>	<b>\$ 3,112,994</b>	<b>\$ —</b>	<b>—%</b>	<b>\$ 3,112,994</b>	
<b>Revenues Less Expenditures</b>	<b>\$ 926,530</b>			<b>\$ 966,043</b>	
Trans In (Out)	\$ (6,195,835)	\$ (3,603,025)		\$ (9,798,860)	
<b>Net Change In Fund Balance</b>	<b>\$ (5,269,305)</b>			<b>\$ (8,832,817)</b>	
<b>Ending Fund Balance</b>	<b>\$ 6,004,560</b>			<b>\$ 2,027,659</b>	

# Redevelopment Fund

## Proposed Amendments to FY24

- Revenue increase of \$137K in GBOT with the opening of the Astro.
- Increase of \$2.8M in capital projects.

### Redevelopment Fund

		Fiscal Year 2024			
		Original Budget	Increase/Decrease	As %	Proposed Amended
<b>Beginning Fund Balance</b>	\$	<b>3,907,240</b>			\$ <b>6,132,060</b>
<b>Revenue</b>					
Sales Tax Received	\$	2,718,597	\$ —	—% \$	2,718,597
GBOT Total	\$	117,475	\$ 136,611	116% \$	254,086
Interest Income	\$	25,660	\$ —	—% \$	25,660
Other Income	\$	12,000,000	\$ —	—% \$	12,000,000
<b>Total Revenue</b>	\$	<b>14,861,732</b>	\$ <b>136,611</b>	1% \$	<b>14,998,343</b>
<b>Expenditures</b>					
Contractual Services	\$	299,250	\$ —	—% \$	299,250
Other Charges	\$	2,966,859	\$ —	—% \$	2,966,859
CIP	\$	2,300,000	\$ 2,865,000	125% \$	5,165,000
<b>Total Expenditures</b>	\$	<b>5,566,109</b>	\$ <b>2,865,000</b>	51% \$	<b>8,431,109</b>
<b>Revenues Less Expenditures</b>	\$	<b>9,295,623</b>			\$ <b>6,567,234</b>
<b>Trans In (Out)</b>	\$	—	\$ —	—% \$	—
<b>Net Change In Fund Balance</b>	\$	<b>9,295,623</b>			\$ <b>6,567,234</b>
<b>Ending Fund Balance</b>	\$	<b>13,202,863</b>			\$ <b>12,699,294</b>

# Capital Improvement Fund

## Proposed Amendments to FY24

- Carry over of \$140K in capital projects from FY23
- Addition of \$2.9M in capital projects requested for FY24

### Capital Improvement Fund

	Fiscal Year 2024				
	Original Budget	Increase/Decrease	As %	Proposed Amended	
<b>Beginning Fund Balance</b>	\$ 2,166,423			\$ —	
<b>Revenue</b>					
Interest Income	\$ 12,475	\$ —	—%	\$ 12,475	
<b>Total Revenue</b>	\$ 12,475	\$ —	—%	\$ 12,475	
<b>Expenditures</b>					
CIP	\$ 4,620,000	\$ 3,095,500	67%	\$ 7,715,500	
<b>Total Expenditures</b>	\$ 4,620,000	\$ 3,095,500	67%	\$ 7,715,500	
<b>Revenues Less Expenditures</b>	\$ (4,607,525)			\$ (7,703,025)	
<b>Trans In (Out)</b>	\$ 5,000,000	\$ 2,703,025	54%	\$ 7,703,025	
<b>Net Change In Fund Balance</b>	\$ 392,475			\$ —	
<b>Ending Fund Balance</b>	\$ 2,558,898			\$ —	

# Lottery Fund

## Proposed Amendments to FY24

- Carry over of \$5K for street banners from FY23
- Increase of \$66K for Community Events in conjunction with the opening of the Link

### Lottery Fund

		Fiscal Year 2024			
		Original Budget	Increase/Decrease	As %	Proposed Amended
<b>Beginning Fund Balance</b>		<b>\$ 4,607,532</b>			<b>\$ 4,376,850</b>
<b>Revenue</b>					
Community Betterment	\$	900,000	\$ —	—%	\$ 900,000
Lottery Rev for TX form 51	\$	313,043	\$ —	—%	\$ 313,043
Interest Income	\$	14,800	\$ —	—%	\$ 14,800
<b>Total Revenue</b>	<b>\$</b>	<b>1,227,843</b>	<b>\$ —</b>	<b>—%</b>	<b>\$ 1,227,843</b>
<b>Expenditures</b>					
Personnel Services	\$	102,563	\$ —	—%	\$ 102,563
Commodities	\$	176,420	\$ 50,000	28%	\$ 226,420
Contractual Services	\$	204,715	\$ —	—%	\$ 204,715
Other Charges	\$	346,643	\$ 21,400	6%	\$ 368,043
<b>Total Expenditures</b>	<b>\$</b>	<b>830,341</b>	<b>\$ 71,400</b>	<b>9%</b>	<b>\$ 901,741</b>
<b>Revenues Less Expenditures</b>		<b>\$ 397,502</b>			<b>\$ 326,102</b>
<b>Trans In (Out)</b>		<b>\$ (265,770)</b>			<b>\$ (265,770)</b>
<b>Net Change In Fund Balance</b>		<b>\$ 131,732</b>			<b>\$ 60,332</b>
<b>Ending Fund Balance</b>		<b>\$ 4,739,264</b>			<b>\$ 4,437,183</b>

# Economic Development Fund

## Proposed Amendments to FY24

- There are no proposed amendments to the FY24 budget
- Increase in fund balance is carry over from FY23 YEE

### Economic Development Fund

	Fiscal Year 2024				
	Original Budget	Increase/ Decrease	As %	Proposed Amended	
<b>Beginning Fund Balance</b>	\$ —			\$ 202,140	
<b>Revenue</b>					
Grantee Interest Payments	\$ 142,951	\$ —	—%	\$ 142,951	
<b>Total Revenue</b>	<b>\$ 142,951</b>	<b>\$ —</b>	<b>—%</b>	<b>\$ 142,951</b>	
<b>Expenditures</b>					
Other Charges	\$ 1,149,525	\$ —	—%	\$ 1,149,525	
<b>Total Expenditures</b>	<b>\$ 1,149,525</b>	<b>\$ —</b>	<b>9%</b>	<b>\$ 1,149,525</b>	
<b>Revenues Less Expenditures</b>	<b>\$ (1,006,574)</b>			<b>\$ (1,006,574)</b>	
Trans In (Out)	\$ 1,006,574	\$ —	—%	\$ 1,006,574	
<b>Net Change In Fund Balance</b>	<b>\$ —</b>	<b>\$ —</b>	<b>—%</b>	<b>\$ —</b>	
<b>Ending Fund Balance</b>	<b>\$ 1</b>			<b>\$ 202,140</b>	

# Off Street Parking Fund

## Proposed Amendments to FY24

- Carry over of \$500K for completion of Parking Garage #2.
- Addition of \$700K in capital expenditures for construction of surface parking area on Lot 12 City Centre.

## Off Street Parking Fund

Fiscal Year 2024					
	Original	Increase/	As	Proposed	
	Budget	Decrease	%	Amended	
<b>Beginning Fund Balance</b>	\$ 583,255			\$ 525,955	
<b>Revenue</b>					
Interest Income	\$ 1,400	\$ —	—%	\$ 1,400	
<b>Total Revenue</b>	<b>\$ 1,400</b>	<b>\$ —</b>	<b>—%</b>	<b>\$ 1,400</b>	
<b>Expenditures</b>					
Commodities	\$ 11,354	\$ —	—%	\$ 11,354	
Contractual Services	\$ 401,576	\$ —	—%	\$ 401,576	
Maintenance	\$ 16,625	\$ —	—%	\$ 16,625	
Other Charges	\$ 1,805,315	\$ —	—%	\$ 1,805,315	
CIP	\$ —	\$ 1,200,000	—%	\$ 1,200,000	
<b>Total Expenditures</b>	<b>\$ 2,234,870</b>	<b>\$ 1,200,000</b>	<b>54%</b>	<b>\$ 3,434,870</b>	
<b>Revenues Less Expenditures</b>	<b>\$ (2,233,470)</b>			<b>\$ (3,433,470)</b>	
Trans In (Out)	\$ 2,233,471	\$ 700,000	—%	\$ 2,933,471	
Net Change In Fund Balance	\$ 1	\$ 700,000	—%	\$ (499,999)	
<b>Ending Fund Balance</b>	<b>\$ 583,255</b>			<b>\$ 25,956</b>	

# Sewer Fund

## Proposed Amendments to FY24

- Carry over of \$810K from FY23 for the completion of the sewer rehab project.
- Move \$20K from FY23 to FY24 for sanitary sewer project.

### Sewer Fund

	Fiscal Year 2024				
	Original Budget	Increase/Decrease	As %	Proposed Amended	
<b>Beginning Fund Balance</b>	\$ 1,050,539			\$	<b>1,971,842</b>
<b>Revenue</b>					
Sewer Charges	\$ 5,146,230	\$ —	—%	\$ 5,146,230	
Interest Income	\$ 3,000	\$ —	—%	\$ 3,000	
Other Income	\$ 21	\$ —	—%	\$ 21	
<b>Total Revenue</b>	<b>\$ 5,149,251</b>	<b>\$ —</b>	<b>—%</b>	<b>\$ 5,149,251</b>	
<b>Expenditures</b>					
Personnel Services	\$ 700,865	\$ —	—%	\$ 700,865	
Commodities	\$ 36,785	\$ —	—%	\$ 36,785	
Contractual Services	\$ 3,542,103	\$ —	—%	\$ 3,542,103	
Maintenance	\$ 73,610	\$ —	—%	\$ 73,610	
Other Charges	\$ 16,068	\$ —	—%	\$ 16,068	
Capital Outlay	\$ 60,000	\$ —	—%	\$ 60,000	
CIP	\$ —	\$ 830,000	—%	\$ 830,000	
<b>Total Expenditures</b>	<b>\$ 4,429,431</b>	<b>\$ 830,000</b>	<b>19%</b>	<b>\$ 5,259,431</b>	
<b>Revenues Less Expenditures</b>	<b>\$ 719,820</b>			<b>\$ (110,180)</b>	
Trans In (Out)	\$ (701,827)	\$ —	—%	\$ (701,827)	
<b>Net Change In Fund Balance</b>	<b>\$ 17,993</b>	<b>\$ —</b>	<b>—%</b>	<b>\$ (812,007)</b>	
<b>Ending Fund Balance</b>	<b>\$ 1,068,533</b>			<b>\$ 1,159,836</b>	
<b>Reserve Summary</b>					
Operations Reserve		24%			22%
Target Operating Reserve		25%			25%
Over/(Under Target)		-1%			-3%

# Sewer Reserve Fund

## Proposed Amendments to FY24

- No changes to the sewer reserve fund budget for FY24

### Sewer Reserve Fund

	\$	Fiscal Year 2024			
		Original Budget	Increase/Decrease	As %	Proposed Amended
<b>Beginning Fund Balance</b>	<b>\$</b>	<b>2,195,073</b>			<b>\$ 2,195,073</b>
<b>Revenue</b>					
Interest Income	\$	8,690	\$ —	—% \$	8,690
<b>Total Revenue</b>	<b>\$</b>	<b>8,690</b>	<b>\$ —</b>	<b>—% \$</b>	<b>8,690</b>
Trans In (Out)	\$	702,553	\$ —	—% \$	702,553
Net Change In Fund Balance	\$	711,243	\$ —	—% \$	711,243
<b>Ending Fund Balance</b>	<b>\$</b>	<b>2,906,316</b>			<b>\$ 2,906,316</b>

# Police Academy Fund

## Proposed Amendments to FY24

- No changes to the Police Academy Fund budget for FY24

### Police Academy Fund

	Fiscal Year 2024			
	Original Budget	Increase/ Decrease	As %	Proposed Amended
<b>Beginning Fund Balance</b>	\$ 142,152			\$ 146,065
<b>Revenue</b>				
Police Academy Operating Rev	\$ 214,500	\$ —	—% \$	214,500
Interest Income	\$ 145	\$ —	—% \$	145
<b>Total Revenue</b>	<b>\$ 214,645</b>	<b>\$ —</b>	<b>—% \$</b>	<b>214,645</b>
<b>Expenditures</b>				
Personnel Services	\$ 190,459	\$ —	—% \$	190,459
Commodities	\$ 2,150	\$ —	—% \$	2,150
Contractual Services	\$ 10,450	\$ —	—% \$	10,450
Other Charges	\$ 5,500	\$ —	—% \$	5,500
<b>Total Expenditures</b>	<b>\$ 208,559</b>	<b>\$ —</b>	<b>—% \$</b>	<b>208,559</b>
<b>Revenues Less Expenditures</b>	<b>\$ 6,086</b>			<b>\$ 6,086</b>
<b>Ending Fund Balance</b>	<b>\$ 148,239</b>			<b>\$ 152,151</b>

# TIF Funds

## Proposed Amendments to FY24

- No changes to the TIF Fund budgets for FY24

TIF	Fiscal Year 2024		
	Revenue	Expenditures	Ending Balance
1A	\$ 401,545	\$ 401,545	\$ —
1B	\$ 799,142	\$ 799,142	\$ —
1C	\$ 50,299	\$ 50,299	\$ —
1D	\$ 503,598	\$ 503,598	\$ —

# Qualified Sinking Fund

## Proposed Amendments to FY24

- No changes to the Qualified Sinking Fund budget for FY24

### Qualified Sinking Fund

Fiscal Year 2024					
	Original	Increase/ Decrease	As %	Proposed	
	Budget				Amended
<b>Beginning Fund Balance</b>	\$ 781,626			\$ 781,797	
<b>Revenue</b>					
Interest Income	\$ 3,625	\$ —	—%	\$ 3,625	
<b>Total Revenue</b>	\$ 3,625	\$ —	—%	\$ 3,625	
<b>Expenditures</b>					
Capital Outlay	\$ 250,000	\$ —	—%	\$ 250,000	
<b>Total Expenditures</b>	\$ 250,000	\$ —	—%	\$ 250,000	
<b>Revenues Less Expenditures</b>	\$ (246,375)			\$ (246,375)	
Trans In (Out)	\$ 250,000	\$ —	—%	\$ 250,000	
<b>Net Change In Fund Balance</b>	\$ 3,625	\$ —	—%	\$ 3,625	
<b>Ending Fund Balance</b>	\$ 785,251			\$ 785,422	

# All Funds Summary

## Proposed Amendments to FY24

- Amendments result in a \$9.6M decrease to ending fund balance.
- Reduced revenue \$913K
- Carry over of CIP from FY23 \$3.6M
- New projects \$4.4M
- Expenditures carried over from FY23 \$345K
- Unforeseen additional expenditures \$394K

## All Fund Balance

Fund	Fiscal Year 2024					Proposed Amended
	Original Budget	Original Budget Adj for FY23 YEE	Increase/ Decrease	As %		
General	\$ 13,970,583	\$ 14,171,514	\$ (1,556,666)	(10)%	\$ 12,614,855	
Sewer	\$ 1,068,531	\$ 1,989,834	\$ (830,000)	9 %	\$ 1,159,836	
Debt Service	\$ 6,004,559	\$ 5,591,170	\$ (3,563,512)	(66)%	\$ 2,027,659	
Capital Improvement	\$ 2,558,898	\$ 392,475	\$ (392,475)	(100)%	\$ —	
Lottery	\$ 4,739,265	\$ 4,508,583	\$ (71,400)	(6)%	\$ 4,437,183	
Economic Development	\$ —	\$ 202,140	\$ —	— %	\$ 202,140	
Off-Street Parking	\$ 583,255	\$ 525,955	\$ (500,000)	— %	\$ 25,956	
Redevelopment	\$ 13,202,863	\$ 15,427,683	\$ (2,728,389)	(4)%	\$ 12,699,294	
Police Academy	\$ 148,238	\$ 152,151	\$ —	— %	\$ 152,151	
TIF - City Centre Phase 1A	\$ —	\$ —	\$ —	— %	\$ —	
TIF - City Centre Phase 1B	\$ (1)	\$ (1)	\$ —	— %	\$ (1)	
TIF - City Centre Phase 1C	\$ —	\$ —	\$ —	— %	\$ —	
TIF - City Centre Phase 1D	\$ —	\$ —	\$ —	— %	\$ —	
Sewer Reserve	\$ 2,906,309	\$ 2,906,316	\$ —	— %	\$ 2,906,316	
Qualified Sinking Fund	\$ 785,251	\$ 785,422	\$ —	— %	\$ 785,422	
<b>Ending Fund Balance</b>	<b>\$ 45,967,751</b>	<b>\$ 46,653,242</b>	<b>\$ (9,642,442)</b>		<b>\$ 37,010,810</b>	

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
AUGUST 15, 2023 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AWARD OF CONTRACT – CONCRETE BASE REPAIR WORK	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared to award a contract to Spencer Management LLC Omaha, Nebraska, for concrete base repair on select residential streets in an amount not to exceed \$300,000.

**FISCAL IMPACT**

The FY23/FY24 Biennial Budget provides funding for the proposed project.

**RECOMMENDATION**

Approval.

**BACKGROUND**

On February 3, 2023, the City of Papillion opened bids for Citywide concrete base repair. They received five (5) bids from local area contractors and Spencer Management was the lowest bidder. In 2023 Spencer Management was awarded the bid for the resurfacing of 78<sup>th</sup> St., Terry Dr., and Lillian Ave. This work included a significant amount of concrete base repair, and Public Works was extremely pleased with their performance and the corresponding results. Spencer Management has agreed to allow the City of La Vista to piggyback off the contract prices set with the City of Papillion for the 2023 construction season. The plan is for this work to take place this fall in the Briarwood neighborhood, west of Edgewood Blvd. between La Vista Middle School and Central Park. The fall base repair will facilitate spring UBAS work in the same neighborhood.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO SPENCER MANAGEMENT LLC, OMAHA, NEBRASKA, FOR CONCRETE BASE REPAIR WORK IN AN AMOUNT NOT TO EXCEED \$300,000.00.

WHEREAS, the City Council of the City of La Vista has determined that concrete base repair work is necessary; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for this project; and

WHEREAS, bids were solicited, and five (5) bids were received; and

WHEREAS Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secures Council approval prior to authorizing any purchase over \$5,000.00;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, award the contract to Spencer Management LLC, Omaha, Nebraska, for concrete base repair work in an amount not to exceed \$300,000.00.

PASSED AND APPROVED THIS 15TH DAY OF AUGUST 2023.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

	SUBMITTED PROPOSALS & COSTS Date of Bid: February 3, 2023 (11:00 A.M.) Papillion City Hall City of Papillion Project: 2022-2023 On-Call City Wide Paving Repairs		NL&L Concrete Inc. 402-934-4439 5634 S 85th Cir., #202 Ralston NE 68127	Spencer Management 402-201-8246 PO Box 11623 Omaha NE 68131	Earnest Construction Group, Inc. 402-614-5212 11507 S 42nd St, Suite 109 Omaha NE 68123	BayShore Contractors, LLC 402-504-3966 3568 Dodge St, #200 Omaha NE 6131	Bluffs Paving & Utility Company, Inc. 712-328-0068 20474 Monument Road Crescent, IA 51526						
ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	5" Uniform Thickness PCC Sidewalk Paving, L6 Mix, in place	8,500	SF	\$5.75	\$48,875.00	\$6.00	\$51,000.00	\$8.20	\$69,700.00	\$8.65	\$73,525.00	\$11.83	\$100,555.00
2	PCC Sidewalk Removal	750	SF	\$2.50	\$1,875.00	\$1.50	\$1,125.00	\$1.25	\$937.50	\$3.00	\$2,250.00	\$1.50	\$1,125.00
3	8" Uniform Thickness PCC Paving Repair, Broom Finish, w/Matching Integral Curb, Dowel and Tie Bars Grouted , in place	5,700	SY	\$80.00	\$456,000.00	\$76.00	\$433,200.00	\$91.00	\$518,700.00	\$90.00	\$513,000.00	\$144.46	\$823,422.00
4	8" Uniform Thickness PCC Base Repair Paving, Rough Finish, w/Matching Integral	500	SY	\$77.01	\$38,505.00	\$80.00	\$40,000.00	\$91.00	\$45,500.00	\$93.00	\$46,500.00	\$152.70	\$76,350.00
5	9" Uniform Thickness PCC Paving Repair, Broom Finish, w/Matching Integral Curb, Dowel and Tie Bars Grouted , in place	100	SY	\$85.00	\$8,500.00	\$82.00	\$8,200.00	\$93.00	\$9,300.00	\$98.00	\$9,800.00	\$214.62	\$21,462.00
6	9" Uniform Thickness PCC Base Repair Paving, Rough Finish, w/Matching Integral Curb, Dowel and Tie Bars Grouted , in place	100	SY	\$80.00	\$8,000.00	\$82.00	\$8,200.00	\$93.00	\$9,300.00	\$105.00	\$10,500.00	\$214.62	\$21,462.00
7	10" Uniform Thickness 47B-3500 PCC Paving Repair, Broom Finish w/Dowel and	100	SY	\$87.00	\$8,700.00	\$92.00	\$9,200.00	\$100.00	\$10,000.00	\$115.00	\$11,500.00	\$245.71	\$24,571.00
8	Construct Combination Curb & Gutter w/Tie Bar Reinforcement, in place	100	LF	\$45.00	\$4,500.00	\$32.00	\$3,200.00	\$37.00	\$3,700.00	\$42.00	\$4,200.00	\$105.30	\$10,530.00
9	Construct PCC Curb Ramp, in place	700	SF	\$15.00	\$10,500.00	\$15.00	\$10,500.00	\$10.00	\$7,000.00	\$16.00	\$11,200.00	\$32.28	\$22,596.00
10	Construct Detectable Warning Inserts, in place	150	SF	\$30.00	\$4,500.00	\$30.00	\$4,500.00	\$46.00	\$6,900.00	\$38.00	\$5,700.00	\$64.92	\$9,738.00
11	Remove and Replace Curb Inlet Top, in place	5	EA	\$75.00	\$375.00	\$150.00	\$750.00	\$300.00	\$1,500.00	\$60.00	\$300.00	\$1,539.05	\$7,695.25
<b>Subtotal Base Bid</b>					<b>\$590,330.00</b>		<b>\$569,875.00</b>		<b>\$682,537.50</b>		<b>\$688,475.00</b>		<b>\$1,119,506.25</b>

Estimate: Bond: 5% of Bid

Sheet 1 of 1

## CONTRACT

THIS AGREEMENT made and executed in duplicate, this 15<sup>th</sup> day of August, 2023, by and between the City of La Vista, hereinafter referred to as "Owner" and Spencer Management, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the Contractor did on February 3<sup>rd</sup> 2023, submit to the City of Papillion, the lowest Base Bid for the construction of 2023 On-Call City Wide Paving Repairs dated January 6, 2023,

WHEREAS, the Contractor did on May 7, 2023 enter in agreement with the City of Papillion and subsequent Change Order Number 1 dated May 17, 2013, for the construction of 2023 On-Call City Wide Paving Repairs dated January 6, 2023, and other such work as may be necessary or incidental thereto, which work is described in plans and specifications for the project prepared by the City of Papillion;

WHEREAS, the Owner, as an adjacent local entity, hereby elects to enter into contract with the Contractor for Items of Work of similar scope and magnitude, inclusive of terms and conditions thereof.

NOW THEREFORE, it is agreed by the parties hereto that the Notice to Contractors, the proposal form, the construction bond, all applicable laws governing the Owner's authority to contract, the plans, specifications, and other contract documents are a part of this contract by reference.

In consideration of the following mutual agreements and covenants to be kept by each party, the Contractor agrees to furnish all tools, equipment, labor, materials, transportation and permits required to construct 2024 On-Call City Wide Paving Repairs in accordance with the aforesaid plans and specifications for the following unit prices:

		Description	Approx. Quantities		Unit Price		Amount
<b>Base Bid</b>							
1	5" Uniform Thickness PCC Sidewalk Paving, L6 Mix, in place	200	SF	\$6.00	/	SF	\$1,200
2	PCC Sidewalk Removal	300	SF	\$1.50	/	SF	\$450
3	8" Uniform Thickness PCC Paving Repair, Broom Finish, w/ Matching Integral Curb, Dowel and Tie Bars Grouted , in place	3,500	SY	\$76.00	/	SY	\$266,000
4	8" Uniform Thickness PCC Base Repair Paving, Rough Finish, w/ Matching Integral Curb, Dowel and Tie Bars Grouted , in place	0	SY	\$80.00	/	SY	\$0
5	9" Uniform Thickness PCC Paving Repair, Broom Finish, w/ Matching Integral Curb, Dowel and Tie Bars Grouted , in place	0	SY	\$82.00	/	SY	\$0
6	9" Uniform Thickness PCC Base Repair Paving, Rough Finish, w/ Matching Integral Curb, Dowel and Tie Bars Grouted , in place	0	SY	\$82.00	/	SY	\$0
7	10" Uniform Thickness 47B-3500 PCC Paving Repair, Broom Finish w/ Dowel and Tie Bars Grouted , in place	0	SY	\$92.00	/	SY	\$0

8	Construct Combination Curb & Gutter w/Tie Bar Reinforcement, in place	240	LF	\$32.00	/	LF	\$7,680
9	Construct PCC Curb Ramp, in place (2 EA)	200	SF	\$15.00	/	SF	\$3,000
10	Construct Detectable Warning Inserts, in place	24	SF	\$30.00	/	SF	\$720
11*	Adjust Manhole to Grade	24	EA	\$750.00		EA	\$18,000
				<b>Total Base Bid</b>			<b>\$297,050</b>
<b>Additional Unit Pricing</b>							
12	Remove and Replace Curb Inlet Top, in place	0	EA	\$2,800.00	/	EA	\$0.00
13	Remove and Replace Curb Inlet Box, in place	0	EA	\$4,500.00	/	EA	\$0.00
14	Remove and Replace Grate Inlet Top, in place	0	EA	\$4,000.00	/	EA	\$0.00
15	Remove and Replace Grate Inlet Box, in place	0	EA	\$4,500.00	/	EA	\$0.00
16	Convert Curb Inlet to Saddle Creek Grate Inlet, in place	0	EA	\$5,000.00	/	EA	\$0.00
17	Remove Existing Pavement Stripping	0	LF	\$3.00	/	LF	\$0.00
18	24" Wide Preformed Plastic Crosswalk Stripping (Grooved in P.C.C. Pavement), in place	0	LF	\$31.50	/	LF	\$0.00
19	12" Wide Preformed Plastic Stop bars (Grooved in P.C.C. Pavement), in place	0	LF	\$13.00	/	LF	\$0.00
20	4" Wide White Permanent Paint Striping (Grooved in P.C.C. Pavement), in place	0	LF	\$6.00	/	LF	\$0.00
21	PCC Trail Removal	0	SF	\$2.35	/	SF	\$0.00
22	Sod, in place	0	SF	\$9.50	/	SF	\$0.00
23	Permanent "Super Turf 2" Seeding with Erosion control Blanket (N.A.G. S75 or approved equal), in place	0	SY	\$2.50	/	SY	\$0.00
24	Curb & Gutter Removal	0	LF	\$15.00	/	LF	\$0.00
25	Construct Segmental Block Retaining Wall, in place	0	SF	\$45.00	/	SF	\$0.00
26	Construct Black Vinyl Coated Chain Link Fence, in place	0	LF	\$100.00	/	LF	\$0.00
27	Remove and Relocate Existing Sign, in place	0	EA	\$200.00	/	EA	\$0.00
28	Remove Existing Tree 6" to 12"	0	EA	\$500.00	/	EA	\$0.00
29	Remove Existing Tree 12" to 24"	0	EA	\$1,000.00	/	EA	\$0.00
30	Provide, Install, Maintain & Remove Silt Fence, in place	0	LF	\$5.00	/	LF	\$0.00
31	Install, Maintain and Remove Stabilized Construction Entrance	0	EA	\$50.00	/	EA	\$0.00
32	Route and Tar Seal Crack, in place	0	LF	\$5.00	/	LF	\$0.00
33	Tar Seal Joint, in place	0	LF	\$4.00	/	LF	\$0.00
34	8" Uniform Thickness High-Early PCC Paving Repair, Broom Finish, w/Matching Integral Curb, Dowel and Tie Bars Grouted , in place	0	SY	\$87.00	/	SY	\$0.00
35	9" Uniform Thickness High-Early PCC Paving Repair, Broom Finish, w/Matching Integral Curb, Dowel and Tie Bars Grouted , in place	0	SY	\$92.00	/	SY	\$0.00
36	7" Uniform Thickness PCC Paving w/Type "A" Integral Curb , in place	0	SY	\$79.00	/	SY	\$0.00

37	9" Uniform Thickness PCC Paving w/Type "A" Integral Curb , in place	0	SY	\$80.00	/	SY	\$0.00
38	6" Uniform Thickness Stamped PCC Paving w/brick pattern, in place	0	SY	\$75.00	/	SY	\$0.00
39	6" Uniform Thickness PCC Trail Paving, L6 Mix, in place	0	SF	\$7.00	/	SF	\$0.00
40	Remove and Replace Unstable subgrade (Recycle PCC), if required	0	TONS	\$25.00	/	TONS	\$0.00

**\* Bid Item No. 11 – Adjust Manhole to Grade, was adjusted to \$750.00 per EA per Contractor Change Order Number 1 dated May 17, 2023.**

These "On-call" services shall be provided by the contractor for a period of **One (1) year following the execution date of this contract.**

This 2024 On-Call City Wide Paving Repairs contract may be extended on an annual basis for up to five (5) years if mutually agreed to in writing by both the Contractor, and owner, City of La Vista Public Works. Each annual extension will include a revised proposal which will be utilized to negotiate unit pricing. Negotiations will determine increase/decrease in unit quantity and pricing based on national inflation average, increase in labor rates, equipment costs and fluctuation in material pricing. Extension will be agreed upon no later than January 1st of the next calendar year to allow for pricing to be secured.

Contractor shall also furnish all bonds and insurance certificates and pay all permit fees and any other charges levied or required by any governmental authority exercising control over this project.

Progress payments shall be paid following City Council approval on or about the first and third Tuesday of each month, the Owner will pay the Contractor **ninety (90) percent** of the value of the work completed as of the end of the preceding payment period, as certified by the Engineer. The balance will be paid upon final completion of the work and formal acceptance by the Owner and Engineer.

Contractor must furnish a **one-hundred (100) percent** Contract Performance Bond and a **one-hundred (100) percent** Labor and Material Payment Bond (including **two (2) year** Maintenance Guarantee) in accordance with the General Conditions of the Contract. Contractor must also furnish a Certificate of Insurance for Worker's Compensation and Public Liability Insurance and Auto Insurance in the manner and with minimum limits as set forth in the General Conditions of the Contract.

Contract is let subject to the following conditions:

Contractor agrees to commence Target Area and General Repair work within ten (10) calendar days of written request by the City Engineer. Work shall be completed within a mutually acceptable sequence and schedule as determine by the City Engineer or as defined by the special provisions. These "On-call" services shall be provided by the contractor for a period of twelve (12) calendar months following the execution date of this contract. As time is of the essence, for each **calendar** day that any work shall remain uncompleted after the above specified completion date, the Contractor shall pay to the Owner the sum of **five hundred dollars (\$500)** per **calendar** day, not as a penalty, but as predetermined and agreed liquidated damages.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of La Vista, NDOR or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the City of La Vista, NDOR or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the City of La Vista shall impose such contract sanctions as it, NDOR or the FHWA may determine to be appropriate, including, but not limited to:
  - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as the City of La Vista, NDOR or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of La Vista to enter into such litigation to protect the interests of the City of La Vista and, in addition, the contractor may request the State of

Nebraska or the United States to enter into such litigation to protect the interests of the United States.

EXECUTED THE DAY AND YEAR FIRST ABOVE WRITTEN.

OWNER\_\_\_\_\_ CONTRACTOR\_\_\_\_\_  
ATTEST\_\_\_\_\_ ATTEST\_\_\_\_\_

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**AUGUST 15, 2023 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AWARD CONTRACT – ROOF REPLACEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JASON ALLEN PARK SUPERINTENDENT

**SYNOPSIS**

A resolution has been prepared to award a contract to ERNCO, Inc of Cedar Creek, Nebraska, for the replacement of the concession building roof and restroom roof at the City Park in an amount not to exceed \$16,240.

**FISCAL IMPACT**

The FY23/FY24 Biennial Budget includes funding for the proposed project.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The proposed project will replace the roofs with a 26-gauge metal panel that was used on the soccer side of the Sports Complex instead of shingles for a longer lasting replacement.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO ERNCO, INC OF CEDAR CREEK, NEBRASKA, FOR THE REPLACEMENT OF THE CONCESSION BUILDING ROOF AND RESTROOM ROOF AT THE CITY PARK IN AN AMOUNT NOT TO EXCEED \$16,240.00.

WHEREAS, the City Council of the City of La Vista has determined that the replacement of the concession building roof and restroom roof at the City Park is necessary; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for this project; and

WHEREAS, bids were solicited; and

WHEREAS Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secures Council approval prior to authorizing any purchase over \$5,000.00;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska award the contract to ERNCO, Inc of Cedar Creek, Nebraska, for the replacement of the concession building roof and restroom roof at the City Park in an amount not to exceed \$16,240.00.

PASSED AND APPROVED THIS 15TH DAY OF AUGUST 2023.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

ERNCO, INC.

436 CEDAR LODGE  
 RD, PO BOX 205  
 CEDAR CREEK, NE  
 68016

guyern@windstream.net

**Estimate**

Date	Estimate #
5/3/2023	183

Phone #	402-616-3479
Fax #	402-234-2511

Name / Address
City of LaVista

Item	Description	Qty	Rate	Total
Job Location	City Park, Josephine St.		0.00	0.00
Job Description	Provide material and labor to install Titanium underlayment over existing shingles. Install 26 gauge Panel loc plus metal panels, accessories, ridge, gutter apron, pipe jacks.		0.00	0.00
Job Cost	Material		9,790.00	9,790.00
Job Cost	Labor		4,750.00	4,750.00
Fascia	Aluminum sheet, 8 inches		1,700.00	1,700.00
Special instructions	Install 1/4 inch fanfold insulation over shingles and not the titanium felt. Add 625.00 to estimate.		0.00	0.00
Special instructions	Option to tear off existing 3-tab shingle. Use ice and water barrier at eave. Felt in remaining with Titanium underlayment. Add 2100.00 to estimate.		0.00	0.00
5 year workmanship guarantee. Payment in full upon completion. Thank you!				
			<b>Total</b>	\$16,240.00



**J-Tech Construction**  
J-Tech Construction  
6200 Havelock Avenue  
Lincoln, NE 68507  
402-261-3682  
Phone: 402-261-3682

# Concession/Restroom Building

04/13/2023  
Claim Information

**Company Representative**  
Don Olberding  
Phone: (402) 239-7410  
Don@alphametalcompany.com

J-Tech Construction will provide all, labor, materials, any tear-off, clean-up, haul away, dump fees, and sales tax for the following.

**La Vista City Baseball/Softball Park** Job: La Vista City Baseball/Softball Park  
**City of La Vista**  
7629 Josephine Street  
La Vista, NE 68128  
(402) 380-0571

## Roofing- Metal Section

	Qty	Unit	Per Unit Charge	Price
Tear Off Hip	1.00	EA	\$497.00	\$497.00
Tear-off hip shingles. Cut back sheeting 1" each direction approximately 4-5 ft down in order to vent this roof.				
<b>\$497.00</b>				

## Roofing- Metal Section

	Qty	Unit	Per Unit Charge	Price
Dry Tech Entangled Mesh	3600.00	SF	\$0.60	\$2,160.00
Install mesh to roof. This will protect the backside of the shingles and will allow ventilation between the metal roofing material and the existing roof.				
<b>\$2,160.00</b>				

## Roofing- Metal Section

	Qty	Unit	Per Unit Charge	Price
Install 1" snaplock panel using 24 gauge material, choice of color. This includes all parts i.e. Z-bars, hip metal, screws, butyl tape, boots for penetration pipes. Also included is tearing out exhaust and reflashng.	36.00	EA	\$879.00	\$31,644.00
<b>\$31,644.00</b>				

**TOTAL**

**\$34,301.00**

Starting at **\$343/month** with  • [APPLY](#)

## TERMS AND CONDITIONS

Acceptance of proposal- You have read and reviewed this proposal, the terms and conditions, and Notice of Cancellation. The above price, specifications, and conditions are satisfactory and hereby accepted. All measurements, areas, calculations, and/or computations are estimated and the job will be completed based upon the scope as outlined in the Agreement. Contractor is authorized to complete work as specified.

This bid proposal is subject to withdrawal at anytime prior to J-Tech Construction, LLC (the "Contractor") management approval and expires in 5 days from issuance. You ("Owner") agree to pay contractor for all additions, deviations, or alterations at contractor's normal selling price. The Contractor shall not be liable for any damage by Acts of God, defects resulting from work done by others, or causes beyond control of the Contractor. Owner agrees to be responsible for fire, wind, and all necessary insurance. If initial payment is made by credit card, Owner authorizes Contractor to process the same credit card in the amount of the final payment upon completion of the project. All of the prices quoted are based on cash payments. Payment by Credit Card may be subject to a service charge of three percent (3%) of the amount of transaction. Unless otherwise agreed to in writing by Contractor, 50% of the total price is due upon the Owner's execution of this agreement, with the remaining amount due upon the completion of each trade (ie windows, doors, roof, siding). Owner agrees they will not hold back more than 5% of the final payment after substantial completion of the work with only work related to a "punch list" or minor repairs remaining. Any requests from Owner to change the work under this Agreement must be in writing.

**BUYER'S RIGHT TO CANCEL:** You may cancel this agreement by mailing a written notice to J-Tech Construction, 6200 Havelock Avenue, Lincoln, NE 68507 before midnight of the third business day after you signed this agreement (see attached Notice of Cancellation). If you wish, you may use this page as that notice by writing "I hereby cancel" and adding your name and address. Contractor has the right to reject any bid proposal and contract.

Bid proposals and contracts signed by an agent of the Contractor must first be reviewed by Contractor's internal review process before Contractor's acceptance. If Owner cancels this contract subsequent to the third business day, the Owner will be responsible for the full contract price if Contractor has performed any work or purchased any materials or 20% of the contract price if no work has begun.

**Good Faith:** Any controversy, claim or dispute arising out of or relating to this Agreement or the breach thereof shall be settled, if possible, through good faith negotiation between the Parties. Such good faith negotiation shall commence promptly upon a Party's receipt of notice of any claim or dispute from the other Party and continue for a period of at least 10 days. Claims, disputes or other matters in controversy arising out of or related to this Agreement shall be subject to mediation at the election of the Contractor. Should Contractor elect mediation, completion of mediation shall be a condition precedent to Owner's right to litigation. The mediation shall be administered in accordance with the American Arbitration Association's Construction Industry Mediation Procedures. The parties shall share the mediator's fee and any filing fees equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Mediation shall take place in Lancaster County, NE.

**Indemnity:** To the fullest extent permitted by law the Owner shall indemnify and hold harmless the Contractor and its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, existing conditions of the subject premises, exposure and/or transmission of Covid-19, and the acts and/or inaction of the Owner, its agents, and guests, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property.

**Insurance:** If the work under this Contract will be paid by an insurance company, the Owner agrees to name the Contractor as a copayee for the payment of benefits under the property and casualty insurance policy claim covering the Owner's residential real estate that is subject of this Contract. The Insured authorizes the insurance company to disclose all information related to the relevant claim. Further, the Contractor may supplement the insurance company for all necessary costs in addition to the original estimate. Contractor is entitled to all payments made by insurance for the work performed by the Contractor, including "overhead and profit". The Contractor will only be performing the scope of work in this agreement. Some work included in the insurance estimate may be declined. The Contractor has made no assurances that any of the claimed loss will be covered by an insurance contract. Owner is responsible for all amounts consisting of the deductible and non-recoverable depreciation.

**Severability & Governing law:** If any provision of this Contract, or any application thereof, should be construed or held to be void, invalid or unenforceable, by order, decree or judgment of a court of competent jurisdiction, the remaining provisions of this Contract shall not be affected thereby but shall remain in full force and effect. This Contract and the legal relationship between the parties hereto shall be governed by and construed in accordance with the substantive laws of the state of Nebraska.

**Limitation of liability:** Contractor shall not have any liability under this Agreement, for: (a) any punitive or exemplary damages, or (b) any special, consequential, incidental or indirect damages, including lost profits, lost data, lost revenues and loss of business opportunity, whether or not the Contractor was aware or should have been aware of the possibility of these damages. Owner's sole remedy for any breach or an allegation of inadequate services shall be limited to the Contractor's correction of the work to a workmanlike manner at no additional charge to the Owner. Contractor may cease work if Owner fails to cooperate fully with Contractor, including but not limited to, access to the property and use of electricity, or if Owner breaches this Agreement or Contractor has reason to believe the Owner will breach this Agreement, including an inability to satisfy the outstanding invoice balance. In the event Contractor ceases work, Owner will be responsible for the full contract price if Contractor has performed any work or purchased any materials or 20% of the contract price if no work has begun. In no event shall the Contractor or Klauder Manufacturing be liable for any special, incidental, or consequential damages resulting from breach of any express, written, oral, or implied warranty of any products or services. Contractor cannot prevent Owner from becoming exposed to or contracting the novel Covid-19 virus. Owner hereby agrees to release and hold harmless the Contractor from any and all liability arising out of an exposure, infection, and/or spread of Covid-19 related to utilizing the Contractor's services.

**Preexisting Conditions:** Contractor has priced this job accurately and to the best of its ability. However, the nature of construction does sometimes reveal preexisting conditions after the work has begun. Owner indemnifies and hold harmless Contractor for any existing conditions. Owner shall be responsible for all increased costs due to preexisting conditions at the Contractor's standard rates. If Owner refuses to allow Contractor to remedy the preexisting conditions, the Owner agrees to pay the Contractor within five days for materials, services, and expenses the Contractor incurred due to this Contract and to terminate the remaining services of this contract. For owners with homes built before 1978, Owner acknowledges receipt of EPA "Renovate Right" booklet.

**General Disruption:** Some dust, noise, and general disruption will occur during the project. Owner shall relocate any items that could be damaged in work areas including any delicate plants, flowers, cars, furniture, vehicles, and shrubs. Owner must remove any hanging items from their interior walls as well, vibrations could potentially jolt them loose. Owner must leave ample room for the Contractor to access the work area. Owner shall notify any alarm company and cable provider of the work to be performed by the Contractor and is responsible for the disconnection and reconnection of the systems including, but not limited to, alarm devices and satellites. Contractor shall not be responsible for damage to items not relocated prior to the beginning of the project.

**Past Due Balances:** Owner will receive an invoice for the remaining amount upon completion of the work. If invoices are not paid in full within thirty (30) days of the billing date, Owner will be charged interest on the unpaid amount pursuant to Nebraska law at a rate of 16 percent (16%) per annum. All payments will be applied first to any interest balance, then to the outstanding balance. In the event a collection agency is retained to collect the outstanding balance, the Owner agrees to pay all costs of collection, including attorney fees. Owner will incur a \$35.00 fee for any returned checks. Owner will be responsible for transaction, processing, penalty, merchant, and all other fees for any cancelled payment.

**Metal Roofing:** In general, oil canning is an aesthetic condition with no effect on the structural integrity of the deck. Since many uncontrollable factors can lead to oil canning, Contractor assumes no responsibility for the cost of actions taken in response to an oil canning condition. Oil Canning is not grounds for panel rejection

Availability: Contractor will advise you of the expected arrival time when the installation is scheduled. This time is subject to change. There are times the Contractor must work as long as daylight permits. Please discuss this with your consultant if there are any issues to work around. Owner shall be available to sign a certificate of completion upon completion of the work. Owner shall notify the Contractor at the time of completion of the work in writing if there are any defects or requests for modification. If the Owner fails to notify the Contractor within 48 hours of completion of any defects or requests, the Owner accepts the work as fully completed. Contractor disclaims any liability for any manufacturing defect of a product installed by the Contractor. Owner's sole recourse is with the manufacturer. Contractor further disclaims liability for any defects or damage resulting from acts outside of its control. Contractor disclaims all warranties not contained in its warranty agreement document issued to Owner upon final payment. Due to the uncertain availability of materials, Contractor has a right to withdraw from this contract if products are not reasonably available during the scheduled installation or have had a significant price increase. A significant price increase is a price increase of over 10% from the date of the signed contract to the date of the attempted installation. The price will be determined using a local supplier. Contractor has the right to substitute materials of like kind and quality due to availability.

Pets: Contractor is aware how important pets are to any family. If Owner has pets, Owner is responsible to take the necessary precautions to ensure the pet's safety, as well as the Contractor. Contractor will always its best to keep your pets safe, however it is not responsible for their safe keeping.

Disclaimers:

**IT IS A VIOLATION OF THE INSURANCE LAWS OF NEBRASKA TO REBATE ANY PORTION OF AN INSURANCE DEDUCTIBLE AS AN INDUCEMENT TO THE INSURED TO ACCEPT A RESIDENTIAL CONTRACTOR'S PROPOSAL TO REPAIR DAMAGED PROPERTY. REBATE OF A DEDUCTIBLE INCLUDES GRANTING ANY ALLOWANCE OR OFFERING ANY DISCOUNT AGAINST THE FEES TO BE CHARGED FOR WORK TO BE PERFORMED OR PAYING THE INSURED HOMEOWNER THE DEDUCTIBLE AMOUNT SET FORTH IN THE INSURANCE POLICY.**

**THE INSURED HOMEOWNER IS PERSONALLY RESPONSIBLE FOR PAYMENT OF THE DEDUCTIBLE. THE INSURANCE FRAUD ACT AND NEBRASKA CRIMINAL STATUTES PROHIBIT THE INSURED HOMEOWNER FROM ACCEPTING FROM A RESIDENTIAL CONTRACTOR A REBATE OF THE DEDUCTIBLE OR OTHERWISE ACCEPTING ANY ALLOWANCE OR DISCOUNT FROM THE RESIDENTIAL CONTRACTOR TO COVER THE COST OF THE DEDUCTIBLE. VIOLATIONS MAY BE PUNISHABLE BY CIVIL OR CRIMINAL PENALTIES.**

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Notice of Cancellation

Date of Transaction \_\_\_\_\_

Date of Notice \_\_\_\_\_

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, You shall not be liable for any amount, including any finance charge. Within 20 calendar days after receipt of a notice of rescission, the Seller shall return any money or property that has been given to anyone in connection with the transaction and shall take any action necessary to reflect the termination of the security interest.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to J-Tech Construction, at 6200 Havelock Avenue, Lincoln, NE 68507 NOT LATER THAN MIDNIGHT OF three business days from the above date.

I HEREBY CANCEL THIS TRANSACTION.

Date \_\_\_\_\_

---

(Buyer's signature)

Notice of Cancellation

Date of Transaction \_\_\_\_\_

Date of Notice \_\_\_\_\_

You may CANCEL this transaction, without any Penalty or Obligation, within THREE **BUSINESS DAYS** from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN **BUSINESS DAYS** following receipt by the **seller** of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, You shall not be liable for any **amount**, including any finance charge. Within 20 calendar days after receipt of a notice of rescission, the Seller shall return any money or property that has been given to anyone in connection with the transaction and shall take any action necessary to reflect the termination of the **security interest**.

If you cancel, you must make available to the **seller** at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the **seller** regarding the return shipment of the goods at the **seller**'s expense and risk.

If you do make the goods available to the **seller** and the **seller** does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the **seller**, or if you agree to return the goods to the **seller** and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to J-Tech Construction, at 6200 Havelock Avenue, Lincoln, NE 68507 NOT LATER THAN MIDNIGHT OF three business days from the above date.

I HEREBY CANCEL THIS TRANSACTION.

Date \_\_\_\_\_

(Buyer's signature)

Company Authorized Signature

Date

Customer Signature

Date

Customer Signature

Date

# CIACCIO Roofing

Ciaccio Roofing Corporation  
4420 Izard Street, Omaha, Nebraska 68131  
phone: 402-293-8707 fax: 402-293-0364

## PROPOSAL

Proposal Submitted to  
City of La Vista  
Street  
8110 Park View Blvd  
City, State and Zip Code  
La Vista, NE 68128  
Contact  
Jason Allen – 402-650-2741

Office Phone  
402-331-4343  
Job Name  
La Vista City Park – concessions roof  
Job Location  
7629 Josephine Drive, La Vista, NE 68128

Date  
May 15, 2023

We hereby submit specifications and estimates for:

### EXPOSED FASTENER METAL PANEL ROOF SYSTEM APPROXIMATELY 2,339 SQUARE FEET:

In preparation for installation of the new roofing system, remove and dispose of the existing asphalt shingle roof down to the roof deck. If any deteriorated decking is discovered during roofing process and replacement is required, this work will be an additional cost to the building owner, on a “time and material” basis. Remove all debris from roof. Install High Temperature Ice & Water Underlayment over the roof deck. Install Pro-Rib 29-Gauge Steel Panels, fascia metal, and eave metal in owner’s choice of color. Installation includes a manufacturer 40-Year Limited Warranty, and a Ciaccio Roofing 2-Year Workmanship Warranty. The amount is below. If you have any questions, please call Ciaccio Roofing at 402-293-8707.

*Any A/C, electrical, or plumbing work required allowing proper installation of the new roofing system will be an additional cost to below price. Ciaccio Roofing is not responsible for fasteners penetrating conduit or piping below roof deck.*

WE PROPOSE hereby to furnish material and labor - complete in accordance with the above specifications, **for the estimated sum of (this price is subject to change based on actual material costs at time of ordering).**

**TWENTY-ONE THOUSAND FIVE HUNDRED NINETY DOLLARS**

**\$21,590.00**

Payment to be made as follows:

**SIXTY PERCENT PREPAY FOR MATERIALS, BALANCE DUE UPON COMPLETION.**

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays are beyond our control. Owner to carry fire, tornado, and other necessary insurance.

Our workers are fully covered by Workman’s Compensation Insurance.

This proposal is based on, and subject to, the performance of all work during regular working hours, unless otherwise noted.

Nothing in any maintenance guarantee issued or promised in connection with this work shall render this company liable in any respect for any damage to the subject building or contents thereof.

Any guarantee promised in connection with this work will be issued in our standard form subject to all the provisions herein, the same as incorporated therein. Prices quoted include sales taxes or other fees unless otherwise quoted.

All payments due under this contract shall be paid within 10 days of the invoice date. Payments thereafter shall be assessed a late fee of 1.33% per month.

Authorized

Note: This proposal may be

Signature \_\_\_\_\_  
Representative of Ciaccio Roofing Corporation

withdrawn by us if not accepted within 30 days.

#### ACCEPTANCE OF THIS PROPOSAL

constitutes a binding contract under the state laws of Nebraska.

Signing authorizes Ciaccio Roofing Corporation to perform  
the work specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_

# **CIACCIO Roofing**

Ciaccio Roofing Corporation

4420 Izard Street, Omaha, Nebraska 68131

phone: 402-293-8707 fax: 402-293-0364

## **Scope of Work:**

Upon acceptance of the proposal, we will re-measure the roof to order materials. Upon delivery of roofing material, Ciaccio Roofing will coordinate the roof installation start date and placing materials on the roof with the building owner.

This proposal includes material, labor, shipping, sales tax, material lifting, and waste removal expenses. Any A/C, electrical, or plumbing work required to allow proper installation of a complete roofing system shall be at an additional cost to the bid price. Any additional work or modifications requested by the building owner will be at an additional charge.

## **Ciaccio Roofing shall:**

- 1) Remove and dispose of the existing roof down to the roof deck.
- 2) Ensure that all surfaces on which the roofing is to be applied are clean, smooth, dry, and free of sharp edges.
- 3) Wire brush and clean all flashing surfaces.
- 4) If any deteriorated decking is discovered during roofing process and replacement is required, this work will be an additional cost to the building owner, on a "time and material" basis.
- 5) Install High Temperature Ice & Water Underlayment over the roof deck.
- 6) Install Pro-Rib 29-Gauge Steel Panels, fascia metal, and eave metal in owner's choice of color.
- 7) Remove all scrap and debris from roof and dispose of it properly.

# **CIACCIO** **Roofing**

Ciaccio Roofing Corporation  
4420 Izard Street, Omaha, Nebraska 68131  
phone: 402-293-8707 fax: 402-293-0364

## **PAYMENT DUE UPON COMPLETION**

Any HVAC, electrical, plumbing, carpentry, demolition, or temporary building interior protection required to allow for proper installation of the new roof system or roof repair will be an additional cost to the contract price unless directly stated in writing in our scope of work.

Ciaccio Roofing Corporation is not responsible or liable for the following: fasteners penetrating conduit, piping, or any other materials below the roof deck, water entering the building during the tear-off or new roof installation process because of water trapped in the existing roof system, dust or debris entering the building during the tear-off or new roof installation process.

The property owner or property owner representative agrees to provide Ciaccio Roofing Corporation without charge sufficient storage room for all materials and equipment and reasonable use of roof access, driveways, and parking.

Any deviation or modification to our scope of work requested by the property owner or property owner's representative will be an additional cost to the contract price.

All material is guaranteed to be as specified. All work is to be completed according to standard industry practices and/or manufacturer specifications. All agreements are contingent upon strikes, accidents, weather, or delays beyond our control.

Ciaccio Roofing Corporation will carry Workman's Compensation and Liability Insurance.

This proposal is based on, and subject to, the performance of all work during regular working hours, unless directly stated in writing in our scope of work.

Service and/or Finance Charges: All payments due under this contract shall be paid within 10 days of the invoice date. Payments thereafter will be assessed with a late fee of 1.33% per month.

---

Date of Acceptance

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Initial

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**AUGUST 15, 2023 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PROFESSIONAL SERVICES AGREEMENT – EDGEWOOD BLVD, VALLEY Rd & GREENLEAF DR PAVEMENT REHABILITATION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared authorizing engineering services with Thompson, Dressen & Dorner, Omaha, Nebraska, for the design and construction phase of Edgewood Blvd, Valley Rd and Greenleaf Dr. Pavement Rehabilitation in an amount not to exceed \$140,000.

**FISCAL IMPACT**

The FY23/FY24 budget provides funding for this project.

**RECOMMENDATION**

Approval.

**BACKGROUND**

In the fall of 2022, the City solicited RFP's for consulting engineering services for the pavement rehabilitation of Terry Dr., Lillian Ave., and S.78<sup>th</sup> St. Seven (7) proposals were received by the deadline of Friday, August 19, 2022 to which the proposals were evaluated against the selection criteria as listed in the RFP by a selection committee consisting of Public Works administrative, Engineering, and Streets Division staff. The top three firms were Benesch, HGM and Thompson, Dressen & Dorner (TD2). Given the scope of work is virtually the same for this upcoming project, there is no need to solicit RFP's again for this rehab work. The selection committee recommends Thompson, Dressen & Dorner (TD2) of Omaha, Nebraska to perform said consulting engineering services. TD2 has the experience and capacity to complete this project within the anticipated schedule, while understanding the City's expectations of providing a high-quality product while having open lines of communication with the project stakeholders.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH THOMPSON, DRESSEN & DORNER, OMAHA, NEBRASKA, FOR PAVEMENT REHABILITATION OF EDGEWOOD BLVD, VALLEY RD AND GREENLEAF DR IN AN AMOUNT NOT TO EXCEED \$140,000.00.

WHEREAS, the City Council of the City of La Vista has determined that pavement rehabilitation is necessary; and

WHEREAS, the FY23/FY24 Biennial Budget includes funding for this project; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal code requires that the City Administrator secure council approval prior to authorizing any purchases over \$5,000;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that a professional services agreement, in a form satisfactory to the City Administrator and City Attorney, be authorized with Thompson, Dressen & Dorner Omaha, Nebraska, for Pavement Rehabilitation of Edgewood Blvd, Valley Rd & Greenleaf Dr in an amount not to exceed \$140,000.00.

PASSED AND APPROVED THIS 15TH DAY OF AUGUST 2023.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

August 8, 2023

Jeff Calentine  
Deputy Director of Public Works  
City of La Vista  
9900 Portal Road  
La Vista, NE 68128

RE: Proposal for Consulting Services  
City of La Vista Mill and Overlay Project 2024  
Edgewood Boulevard, Greenleaf Drive, and Valley Road (La Vista, NE)  
TD2 Proposal No. M 2023-162

Mr. Calentine:

Thank you for the opportunity to offer our consulting services on this project. Based on our understanding of the project and the information provided to TD2, we have prepared the following proposal for your review and consideration. We are confident that with our experience and commitment, we will be able to provide you with the level of support and professional services that will be needed to deliver a successful and timely completion to the project. The following paragraphs outline the professional consulting services we propose to provide.

Proposed Project Area Exhibit



Mr. Jeff Calentine

Proposal for Consulting Services – City of La Vista Mill and Overlay Project 2024

August 8, 2023

Page 2

TD2's fee proposal is based upon the understanding that the project specifications will reference the current City of Omaha Standard Specifications for Public Works Construction and Standard Plates. Additional information deemed necessary by TD2 will be placed on TD2's plan sheets. It is also understood that TD2's typical CAD standards (i.e. line styles, line weights, layers, etc.) are acceptable and that plan preparation in some other format is not required.

### **LAND SURVEY SERVICES**

TD2 will prepare a Route Survey to include the full width of the Right-of-Ways of Edgewood, Greenleaf and Valley Roads, plus 10 feet each on side of the Right-of-Ways that are shown on the following exhibit. The Route Survey will include the following:

- a. We will establish control points for use during construction.
- b. We will contact Nebraska811 to locate underground utilities. The utilities located as a result of this request will be shown on the survey and the utility companies responding to the request will be noted.
- c. We will show the location, cover elevation, and invert elevation of the storm sewers within the survey limits where evidence of the sewers can be seen on the surface of the ground. Existing records will be used to determine pipe sizes and location when there is no evidence of the sewers on the surface.
- d. We will show the location of Sanitary Sewer Manholes along the route (excluding pipe sizes and invert elevations).
- e. We will prepare a deliverable that identifies the roadway alignments and topographic features within the survey area (excluding elevations).

For services described in Land Survey Services, we propose to work for a lump sum fee of **\$25,500.00**.

### **GEOTECHNICAL, MATERIALS TESTING, AND CONSTRUCTION OBSERVATION SERVICES**

TD2 proposes to provide pre-construction testing for the existing pavement and subgrade within the project area to analyze the existing conditions. The pre-construction testing will include 12 pavement cores and subgrade soil samples spread throughout the project area. The material will be tested to provide additional information at the site for use in evaluation and design of the pavement overlays.

During construction, TD2 proposes to have construction observers and testers inspect prepared subgrades and necessary repairs for pavement subgrade, inspect final milling operations, observe overlay placement, and observe ADA ramp replacements. TD2 observers will also be on site to observe and help direct the contractor with any storm sewer curb inlet replacements and sanitary sewer rim adjustments. Testing is expected to include compaction testing of prepared subgrade, asphalt material laboratory analysis for compliance, completed pavement thickness and density testing of asphalt layers, and concrete testing of replaced sidewalks and ADA ramps.

TD2 also proposes to attend weekly construction progress meetings with the City of La Vista and the contractor. TD2 will participate in the meetings and provide summary meeting minutes. In addition to the weekly meetings, TD2 will assist the City and the contractor in communicating with residents in the neighborhood.

For services described in Geotechnical, Materials Testing, and Construction Observation Services, we propose to work for a lump sum fee of **\$59,500.00** (approximately \$12,000 for geotechnical and materials testing, and approximately \$47,500 for construction observation). This price will include

Mr. Jeff Calentine

Proposal for Consulting Services – City of La Vista Mill and Overlay Project 2024

August 8, 2023

Page 3

our mobilization, fieldwork to advance and sample the pavement cores and subgrade, provide laboratory testing, perform geotechnical analyses, and provide a summary of our findings. Any changes in proposed construction from those indicated at the date of this proposal or any necessary actions to enhance site access to the boring locations with special equipment may affect the final estimated price. Upon finalizing the construction details and the contractor's scope of work, TD2 and the City of La Vista each reserve the right to propose an amendment to this proposal for the above described Geotechnical, Materials Testing, and Construction Observation Services. The estimated price will not be exceeded without written authorization by the City of La Vista.

### **CIVIL ENGINEERING SERVICES:**

TD2 proposes to attend the necessary design team meetings, including a pre-design kick-off meeting with the City of La Vista, where a project schedule will be determined. The design meetings will be used to help plan the design, scheduling, permitting, and utility coordination.

In addition to all design meetings, TD2 proposes to attend a public open house with the neighborhood, La Vista Middle School, and all other stakeholders for the project. TD2 will also attend a La Vista City Council meeting to present the project. TD2 also proposes to prepare the necessary exhibits and documents for the open house and City Council meeting.

TD2 proposes to design and draft construction plans. Utilizing the available topographic survey data and aerial photography, we will design and prepare plan sheets for use by the contractor in completing the pavement improvements (30% plans, 60% plans, 90% plans, and 100% plans). This service will include designing and drafting a plan to include, but not limited to, pavement mill and overlay limits, ADA ramp replacements (as necessary), storm sewer curb inlet replacements, and sanitary sewer manhole rim adjustments within the project limits. The plan will include construction notes, dimensions, and other information TD2 deems necessary for an experienced contractor to layout and construct the proposed improvements designed by TD2.

Specific services and assumptions associated with this item are as follows:

- a. Prepare site layout plan with dimensions and construction notes of proposed improvements designed by TD2.
- b. Prepare phasing plan and traffic control plan as needed.
- c. Prepare details, as needed, of site items designed by TD2.
- d. Prepare engineer's estimate for all the proposed improvements.
- e. Prepare project bid documents and specifications.
- f. This scope item includes work within the project boundaries and does not include any other public improvements.
- g. Prepare documents and exhibits for a public open house meeting with project stakeholders (including La Vista Middle School) and attend the open house.
- h. Prepare documents and exhibits for a La Vista City Council meeting, attend a City Council meeting, and present the project to City Council.
- i. Attend weekly construction progress meetings and prepare meeting minutes.

TD2 also proposes to provide Construction Administration (CA) services related to the civil/site improvements designed by TD2. These services will include the review of shop drawing submittals and the review/response to Requests for Information (RFI) as outlined below:

Mr. Jeff Calentine

Proposal for Consulting Services – City of La Vista Mill and Overlay Project 2024

August 8, 2023

Page 4

Specific services and assumptions associated with this item are as follows:

- a. Review shop drawing submittals for items specifically related to the items designed and specified on TD2's construction drawings. Multiple re-submittals caused by insufficient, inaccurate, or otherwise unacceptable information will be billed on an hourly basis.
- b. Review and respond to a maximum of ten (10) Requests for Information (RFI) relating to our work from the contractor selected for the project. Excessive RFI submittals, contractor requests for plan changes and/or alternatives will be billed on an hourly basis.
- c. Review payment applications submitted by the contractor and prepare payment recommendations to the City of La Vista.

For services described in Civil Engineering Services, we propose to work for a lump sum fee of **\$55,000.00**.

**LUMP SUM FEE SUMMARY (NOT TO EXCEED)**

Land Survey Services	\$ 25,500.00
Geotechnical, Materials Testing, and Construction Observation Services	\$ 59,500.00
<u>Civil Engineering Services</u>	<u>\$ 55,000.00</u>
<b>TOTAL LUMP SUM FEE AMOUNT</b>	<b>\$140,000.00</b>

The scope of services outlined above represents the extent of professional services that TD2 proposes to provide as part of this proposal. However, the following is a summary of additional professional services that TD2 has the in-house expertise to provide should you wish to incorporate them and have us provide an expanded proposal.

- a. Nebraska D.O.T. coordination and/or permits
- b. Design of off-site utility improvements (other than as noted above)
- c. Retaining Wall Design (segmental or cast-in-place)
- d. Multiple plan revisions and/or plans and construction documents for more than one phase (other than noted above)
- e. Payment of any permit fees, plan review fees, utility connection fees, or any other fee associated with the project.
- f. Bidding Services
- g. Monitoring and/or physical sampling of storm water runoff or sanitary sewer flows.
- h. Virtual site design (3-D model of site – see [www.td2co.com](http://www.td2co.com) for examples)

In addition to our numerous in-house professional services, TD2 also has extensive experience in obtaining and coordinating the professional services of other engineering disciplines. The following are just a few of the additional professional services that we could manage for you should you wish to have our proposal expanded to include them.

- a. Site lighting and/or electrical design or plans
- b. Traffic impact studies
- c. Landscape and/or Irrigation System Design and/or Layout plans/specs

Mr. Jeff Calentine

Proposal for Consulting Services – City of La Vista Mill and Overlay Project 2024

August 8, 2023

Page 5

We propose to bill our design services on a monthly basis and at the completion of each of the above-described tasks. All invoices shall be due within thirty days of the date of the invoice. If this proposal is acceptable, please sign and return a copy to this office. If the project becomes delayed or is terminated during design, we will bill a fee commensurate with the amount of design work completed prior to the time we are notified to suspend work on the project.

Submitted by,

THOMPSON, DREESSEN & DORNER, INC.

Barry Hay

Bradley Huyck, P.E.

This proposal is accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for:

Company or Individual \_\_\_\_\_ Billing Address: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Billing Address: \_\_\_\_\_

Title: \_\_\_\_\_

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Telephone No.

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E-Mail Address

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**AUGUST 15, 2023 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CHANGE ORDER NO. 1 – TERRY DR, LILLIAN AVE & S. 78 <sup>TH</sup> ST	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

#### **SYNOPSIS**

A resolution has been prepared to approve Change Order No. 1 to the contract with Spencer Management LLC Omaha, Nebraska, to provide for additional items of work on Josephine St and Gertrude St for an increased amount of \$238,582.50 and a total contract amount of \$1,525,990.14.

#### **FISCAL IMPACT**

The FY23/FY24 Biennial Budget provides funding for this project.

#### **RECOMMENDATION**

Approval.

#### **BACKGROUND**

A contract with Spencer Management LLC was approved on January 17, 2023, to provide for concrete panel repair, base repair, ADA ramp reconstruction and asphalt mill and overlay for Lillian Ave, Terry Dr, and S. 78<sup>th</sup> St, generally east of 81<sup>st</sup> St and north of Park View Blvd in the northeast section of La Vista. Public Works was also working on an Ultra-Thin Bonded Asphalt Surfacing (UBAS) project in the Crest View Heights subdivision at the same time. With the complexity and phasing requirements of the concrete panel repair on both Josephine St and Gertrude St, the excess capacity of Spencer Management LLC on the adjacent project, and the timeframe in which McAnany was to be in La Vista to do their UBAS work, it was decided to have Spencer Management LLC tackle the more complex panel repair work and have City forces continue to concentrate on the more concise panel repairs on the north/south streets within Crest View Heights. The efficient and coordinated efforts between Public Works, Spencer Management and McAnany Construction resulted in a rapid project turn around with minimized disruptions to the Crest View Heights neighborhood.

Change Order No. 1 increases the contract amount by 18.5% or \$238,582.50 for a revised total contract amount of \$1,525,990.14 and changes the Final Completion date to August 19, 2023.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA AUTHORIZING CHANGE ORDER NO. 1 TO THE CONTRACT WITH SPENCER MANAGEMENT LLC, OMAHA, NEBRASKA, TO PROVIDE FOR ADDITIONAL ITEMS OF WORK ON JOSEPHINE STREET AND GERTRUDE STREET FOR AN INCREASED AMOUNT OF \$238,582.50 AND A TOTAL CONTRACT AMOUNT OF \$1,525,990.14.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined that the Josephine and Gertrude Street project is necessary; and

WHEREAS, The FY23/FY24 Biennial Budget provides funding for this project; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secure Council approval prior to authorizing any expenditure over \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve change order No.1 to the contract with Spencer Management, Omaha, Nebraska, to provide for additional items of work on Josephine Street and Gertrude Street, for an increased amount of \$238,582.50 and a total contract amount of \$1,525,990.14.

PASSED AND APPROVED THIS 15TH DAY OF AUGUST 2023.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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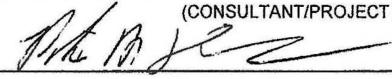
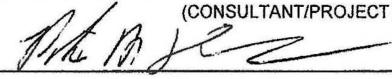
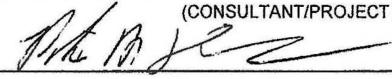
Pamela A. Buethe, MMC  
City Clerk

**CONTRACT CHANGE ORDER**

PROJECT NO.:	M-376(407)	CHANGE ORDER NO.:	1
PROJECT NAME:	Pavement Rehabilitation and Resurfacing		
CONTRACTOR:	Spencer Management		

LINE	ITEM #	DESCRIPTION / REASON	UNIT	QUANTITY	UNIT PRICE	CONTRACT PRICE	
						DECREASE	INCREASE
54	501.001	CONSTRUCT 9-INCH CONCRETE PAVEMENT (TYPE L65) REPAIR - CRESTVIEW HEIGHTS Pavement repair in the Crestview Heights neighborhood was added to the contract at the City's request so work could be completed prior to UBAS operation.	SY	2859	\$ 82.00		\$ 234,438.00
66	8000.03	PROVIDE TEMPORARY TRAFFIC CONTROL-PER SEGMENT - CRESTVIEW HEIGHTS Traffic control to complete the additional pavement repair in Crestview Heights.	EA	1	\$ 2,650.00		\$ 2,650.00
68	8000.041	RENTAL OF SKID LOADER, FULLY OPERATED - CRESTVIEW HEIGHTS Payment for miscellaneous extra work in the Crestview Heights neighborhood as a part of the additional pavement repair completed prior to the UBAS operation.	HR	15.2	\$ 85.00		\$ 1,292.00
71	9000.005	EPOXY COATED TIE BARS - CRESTVIEW HEIGHTS Tie bars for additional pavement repair in Crestview	EA	81	\$ 2.50		\$ 202.50
TOTAL DECREASE IN CONTRACT PRICE						\$ -	
TOTAL INCREASE IN CONTRACT PRICE							\$ 238,582.50
NET DIFFERENCE							\$ 238,582.50
ESTIMATED CONTRACT VALUE							\$ 1,287,407.64
PREVIOUS CHANGE ORDER(S) VALUE							
CURRENT CONTRACT AMOUNT							\$ 1,525,990.14
PERCENT CHANGE ORDER(S) TOTAL							18.53%

NOTICE TO PROCEED DATE		5/1/2023
DATE OF PROJECT COMPLETION		8/5/2023
PREVIOUS CALENDAR DAYS ADDED		0
CALENDAR DAYS THIS CHANGE ORDER		14
CURRENT PROJECT COMPLETION DATE		8/19/2023

RECOMMENDED:	Mike Higgins  (CONSULTANT/PROJECT MANAGER)	DATE: 8/7/23
RECOMMENDED:	 (CITY ENGINEER)	DATE: 8/7/23
ACCEPTED:	 (CONTRACTOR)	DATE: 8/7/2023
ACCEPTED:	(OWNER)	DATE:



## City of La Vista

### Detailed Payment

2023 City of La Vista- Pavement Rehabilitation and Resurfacing

CH TO PAY CONTINGENT  
UPON APPROVAL OF  
CHANGE ORDER #1  
PMD 8/8/23  
05.71.0917.000 - STREET 23012

Item H

Description	M376(407) City of La Vista- 2023 Pavement Rehabilitation and Resurfacing		Percent Complete By Value	86.2 %
Payment Number	3	Week Ending	7/29/2023	
Prime Contractor	Spencer Management LLC		Contract Status	Under Const
Total Contract Value	\$1,525,990.14			
Retainage To Date	\$131,612.22	10%	Contractors Working	
Total Amount Due	\$1,184,509.99		Sun:	No - Weekend
Previous Payment	\$738,376.11		Mon:	No - Off Project
Current Payment	\$446,133.88 <i>← PAY THIS AMOUNT</i>		Tues:	No - Off Project
			Wed:	No - Off Project
			Thur:	No - Off Project
			Fri:	No - Off Project
			Sat:	Yes

 8/8/2023

Contractor/Date

**Mike Higgins**   
Digitally signed by Mike Higgins  
Date: 2023.08.07  
17:08:40-05'00'

Project Representative/Date

 8/8/2023

Project Manager/Date

 8/8/2023

City Construction Engineer/Date

Line Item Description										
Line Item	Line Item Description	Unit	Unit Price	Quantity	Ext. Price	Ext. Price				
0004	103.17	SF	\$50.000	30.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVE AND RESET EXISTING RETAINING WALL										
0005	103.41	LF	\$45.000	12.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVE AND RELOCATE FENCE										
0006	105.003	SY	\$3.920	28,435.000	0.000	25,481.000	25,481.000	25,481.000	\$0.00	\$99,885.52
PERFORM 2" COLD--PLANING-ASPHALT										
0007	105.013	SY	\$5.000	400.000	0.000	288.000	288.000	288.000	\$0.00	\$1,440.00
PERFORM 2" COLD PLANING-CONCRETE										
0008	105.14	SF	\$2.500	30.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVE SIDEWALK										
0009	201.1	CY	\$16.000	15.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
EXCAVATION HAUL-OFF										
0010	201.3	CY	\$21.000	15.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
EMBANKMENT - BORROW										
0011	301.004	SY	\$18.000	74.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CONSTRUCT 4" AGGREGATE SUBBASE COURSE										
0012	401.001	TON	\$132.190	2.608.759	3.223.270	0.000	3,223.270	3,223.270	\$426,084.06	\$426,084.06
CONSTRUCT ASPHALT SURFACE COURSE, TYPE SPR FINE (PG64-34)										
0013	401.04	TON	\$218.380	45.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CONSTRUCT ASPHALTIC CONCRETE FOR PAVEMENT REPAIR, TYPE SPR (PG64-34)										
0014	501.0	SY	\$78.000	2,527.000	15.750	0.000	15.750	15.750	\$1,228.50	\$1,228.50
CONSTRUCT 8-INCH CONCRETE PAVEMENT (TYPE L65) REPAIR										

Detailed Payment:

2023 City of La Vista- Pavement Rehabilitation and Resurfacing

08/04/2023

Page 2 of 9

ITEM										
0015	501.001	SY	\$82.000	1,501.000	0.000	2,275.000	2,275.000	2,275.000	\$0.00	\$186,550.00
				CONSTRUCT 9-INCH CONCRETE PAVEMENT (TYPE L65) REPAIR						
0016	501.003	SY	\$94.000	299.000	0.000	320.000	320.000	320.000	\$0.00	\$30,080.00
				CONSTRUCT 11-INCH CONCRETE PAVEMENT (TYPE L65) REPAIR						
0017	501.4	EA	\$725.000	13.000	0.000	3.000	3.000	3.000	\$0.00	\$2,175.00
				ADJUST UTILITY VALVE TO GRADE						
0018	501.45	EA	\$800.000	33.000	0.000	3.000	3.000	3.000	\$0.00	\$2,400.00
				ADJUST UTILITY MANHOLE TO GRADE						
0019	503.1	SF	\$12.000	100.000	86.000	72.000	158.000	158.000	\$1,032.00	\$1,896.00
				CONSTRUCT SIDEWALK CURB WALL						
0020	503.202	SF	\$7.500	295.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
				CONSTRUCT 6-INCH IMPRINTED PCC SURFACING						
0021	504.0	SF	\$14.750	1,739.000	180.000	797.000	977.000	977.000	\$2,655.00	\$14,410.75
				CONSTRUCT PCC CURB RAMP						
0022	504.1	SF	\$30.000	376.000	72.000	296.000	368.000	368.000	\$2,160.00	\$11,040.00
				CONSTRUCT DETECTABLE WARNING PANEL						
0023	605.0	SF	\$40.000	200.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
				CONSTRUCT SEGMENTAL RETAINING WALL						
0024	607.0	CY	\$2,000.000	6.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
				CONSTRUCT REINFORCED PCC RETAINING WALL						
0025	802.7	SY	\$12.000	29.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
				INSTALL SODDING						

0026	803.202	SY	\$2.750	49.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INSTALL ROLLED EROSION CONTROL, TYPE II WITH SEEDING - TYPE B										
0027	905.05	LF	\$5.950	147.500	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INSTALL PERMANENT PREFORMED TAPE MARKING - TYPE 3, 5" WHITE										
0028	905.08	LF	\$12.850	56.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INSTALL PERMANENT PREFORMED TAPE MARKING - TYPE 3, 12" WHITE										
0029	905.1	LF	\$29.250	168.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INSTALL PERMANENT PREFORMED TAPE MARKING - TYPE 3, 24" WHITE										
0030	905.12	LF	\$5.950	240.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INSTALL PERMANENT PREFORMED TAPE MARKING - TYPE 3, 5" YELLOW										
0031	906.101	DAY	\$55.000	7.000	0.000	7.000	7.000	7.000	\$0.00	\$385.00
FURNISH FLASHING ARROW PANEL										
0032	906.401	EA	\$55.000	41.000	9.000	39.000	48.000	48.000	\$495.00	\$2,640.00
PROVIDE TEMPORARY TRAFFIC CONTROL - PER INTERSECTION CORNER										
0033	1002.1	LF	\$32.000	1,179.000	112.000	3,828.000	3,940.000	3,940.000	\$3,584.00	\$126,080.00
REPAIR CURB AND GUTTER										
0034	1002.101	SY	\$62.000	63.000	0.000	84.000	84.000	84.000	\$0.00	\$5,208.00
REPAIR DRIVEWAY										
0035	1004.4	EA	\$3,000.000	8.000	0.000	3.000	3.000	3.000	\$0.00	\$9,000.00
REMOVE AND REPLACE PRECAST INLET TOP										
0036	1102.0	EA	\$53.000	4.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVE AND INSTALL NEW SPRINKLER SYSTEM HEAD										

Detailed Payment:

2023 City of La Vista- Pavement Rehabilitation and Resurfacing

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ITEMS										
0037	1109.0	LS	\$38,000.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$38,000.00
MOBILIZATION/DEMobilization										
0038	1110.05	EA	\$300.000	4.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
TOWING										
0039	8000.016	EA	\$4,000.000	6.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
RECONSTRUCT INLET										
0040	8000.03	EA	\$2,650.000	2.000	1.500	1.000	2.500	2.500	\$3,975.00	\$6,625.00
PROVIDE TEMPORARY TRAFFIC CONTROL- PER SEGMENT										
0041	8000.04	HR	\$85.000	14.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
RENTAL OF LOADER, FULLY OPERATED										
0042	8000.041	HR	\$85.000	14.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
RENTAL OF SKID LOADER, FULLY OPERATED										
0043	8000.042	HR	\$95.000	14.000	2.000	0.000	2.000	2.000	\$190.00	\$190.00
RENTAL OF DUMP TRUCK, FULLY OPERATED										
0044	9000.001	SF	\$6.500	2,816.000	1,831.500	7,936.250	9,767.750	9,767.750	\$11,904.75	\$63,490.38
REPAIR 4" CONCRETE SIDEWALK										
0045	9000.002	SF	\$7.500	21.333	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REPAIR 6" CONCRETE SIDEWALK										
0046	9000.003	SY	\$78.000	1,620.795	532.000	0.000	532.000	532.000	\$41,496.00	\$41,496.00
CONSTRUCT CONCRETE BASE REPAIR (TYPE L65)										
0047	9000.004	SY	\$87.000	499.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
ONE-DAY CONCRETE COMPRESSIVE STRENGTH PAYMENT										

Detailed Payment:

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2023 City of La Vista- Pavement Rehabilitation and Resurfacing

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Line Items										
0048	9000.005	EACH	\$2.500	4,499.000	0.000	303.000	303.000	303.000	\$0.00	\$757.50
EPOXY COATED TIE BARS										
0049	9000.006	LB	\$3.000	2,938.000	0.000	326.000	326.000	326.000	\$0.00	\$978.00
CAST IRON										
									Section Totals:	\$495,704.31 \$1,077,539.71
<b>Section: 2 - Crestview Heights</b>										
0050	101.003	EA	\$50.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CURB INLET PROTECTION - CRESTVIEW HEIGHTS										
0051	102.3	HOUR	\$50.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
TRIM TREE ROOT - CRESTVIEW HEIGHTS										
0052	301.004	SY	\$18.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CONSTRUCT 4" AGGREGATE SUBBASE COURSE - CRESTVIEW HEIGHTS										
0053	501	SY	\$78.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CONSTRUCT 8-INCH CONCRETE PAVEMENT (TYPE L65) REPAIR - CRESTVIEW HEIGHTS										
0054	501.001	SY	\$82.000	2,860.000	0.000	2,859.000	2,859.000	2,859.000	\$0.00	\$234,438.00
CONSTRUCT 9-INCH CONCRETE PAVEMENT (TYPE L65) REPAIR - CRESTVIEW HEIGHTS										
0055	501.003	SY	\$94.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CONSTRUCT 11-INCH CONCRETE PAVEMENT (TYPE L65) REPAIR - CRESTVIEW HEIGHTS										
0056	501.4	EA	\$725.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
ADJUST UTILITY VALVE TO GRADE - CRESTVIEW HEIGHTS										
0057	501.45	EA	\$800.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
ADJUST UTILITY MANHOLE TO GRADE - CRESTVIEW HEIGHTS										

Detailed Payment:

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2023 City of La Vista- Pavement Rehabilitation and Resurfacing

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Line Item Description										
0058	802.7	SY	\$12.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INSTALL SODDING - CRESTVIEW HEIGHTS										
0059	803.202	SY	\$2.750	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INSTALL ROLLED EROSION CONTROL, TYPE II WITH SEEDING - TYPE B - CRESTVIEW HEIGHTS										
0060	906.101	DAY	\$55.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
FURNISH FLASHING ARROW PANEL - CRESTVIEW HEIGHTS										
0061	1002.1	LF	\$32.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REPAIR CURB AND GUTTER - CRESTVIEW HEIGHTS										
0062	1002.101	SY	\$62.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REPAIR DRIVEWAY - CRESTVIEW HEIGHTS										
0063	1004.4	EA	\$3,000.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVE AND REPLACE PRECAST INLET TOP - CRESTVIEW HEIGHTS										
0064	1102	EA	\$53.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVE AND INSTALL NEW SPRINKLER SYSTEM HEAD - CRESTVIEW HEIGHTS										
0065	1110.05	EA	\$300.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
TOWING - CRESTVIEW HEIGHTS										
0066	8000.03	EA	\$2,650.000	2.000	0.000	1.000	1.000	1.000	\$0.00	\$2,650.00
PROVIDE TEMPORARY TRAFFIC CONTROL- PER SEGMENT - CRESTVIEW HEIGHTS										
0067	8000.04	HR	\$85.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
RENTAL OF LOADER, FULLY OPERATED - CRESTVIEW HEIGHTS										
0068	8000.041	HR	\$85.000	16.200	0.000	15.200	15.200	15.200	\$0.00	\$1,292.00
RENTAL OF SKID LOADER, FULLY OPERATED - CRESTVIEW HEIGHTS										

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2023 City of La Vista- Pavement Rehabilitation and Resurfacing

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0069	8000.042	HR	\$95.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
RENTAL OF DUMP TRUCK, FULLY OPERATED - CRESTVIEW HEIGHTS										
0070	9000.004	SY	\$87.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
ONE-DAY CONCRETE COMPRESSIVE STRENGTH PAYMENT - CRESTVIEW HEIGHTS										
0071	9000.005	EACH	\$2.500	82.000	0.000	81.000	81.000	81.000	\$0.00	\$202.50
EPOXY COATED TIE BARS - CRESTVIEW HEIGHTS										
0072	9000.006	LB	\$3.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CAST IRON - CRESTVIEW HEIGHTS										
								<b>Section Totals:</b>	\$0.00	\$238,582.50
								<b>Total Payments:</b>	\$495,704.31	\$1,316,122.21

## Time Charges

2023 City of La Vista- Pavement Rehabilitation and Resurfacing Completion Date	08/05/2023	08/19/2023	N/A	\$0.00	N/A	21.0 Days	\$0.00
							<b>Total Damages:</b> \$0.00

Detailed Payment:

2023 City of La Vista- Pavement Rehabilitation and Resurfacing

08/04/2023

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## Summary

<b>Current Approved Work:</b>	\$495,704.31	<b>Approved Work To Date:</b>	\$1,316,122.21
<b>Current Stockpile Advancement:</b>	\$0.00	<b>Stockpile Advancement To Date:</b>	\$0.00
<b>Current Stockpile Recovery:</b>	\$0.00	<b>Stockpile Recovery To Date:</b>	\$0.00
<b>Current Retainage:</b>	\$49,570.43	<b>Retainage To Date:</b>	\$131,612.22
<b>Current Retainage Released:</b>	\$0.00	<b>Retainage Released To Date:</b>	\$0.00
<b>Current Liquidated Damages:</b>	\$0.00	<b>Liquidated Damages To Date:</b>	\$0.00
<b>Current Adjustment:</b>	\$0.00	<b>Adjustments To Date:</b>	\$0.00
<b>Current Payment:</b>	\$446,133.88	<b>Payments To Date:</b>	\$1,184,509.99
<b>Previous Payment:</b>	\$306,539.46	<b>Previous Payments To Date:</b>	\$738,376.11

## Funding Details

<b>Crestview Heights:</b>	\$0.00	<b>Crestview Heights To Date:</b>	\$238,582.50
<b>M376(407)- Terry Dr, Lillian Ave, 78th St:</b>	\$495,704.31	<b>M376(407)- Terry Dr, Lillian Ave, 78th St To Date:</b>	\$1,077,539.71
<b>Current Payment:</b>	\$495,704.31	<b>Payments To Date:</b>	\$1,316,122.21

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
AUGUST 15, 2023 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE PURCHASE – LIBRARY CARPET	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CODY MEYER BUILDING SUPERINTENDENT

**SYNOPSIS**

A resolution has been prepared authorizing the purchase of 385 yards of Mohawk Carpet from Rollie's Flooring, Albion, Nebraska, in an amount not to exceed \$10,000.

**FISCAL IMPACT**

The FY23/FY24 building maintenance budget provides funding for the proposed purchase.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The proposed purchase would provide the library with new carpet for the following conference rooms 138, 139, 142 and 145.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF CARPETING FOR THE LIBRARY FROM ROLLIE'S FLOORING, ALBION, NEBRASKA, IN AN AMOUNT NOT TO EXCEED \$10,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the replacement of carpeting in particular areas of the Library is necessary; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for this purchase; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the city administrator secure Council approval prior to authorizing any purchase over \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of carpeting for the Library from Rollie's Flooring, Albion, Nebraska, in an amount not to exceed \$10,000.00.

PASSED AND APPROVED THIS 15TH DAY OF AUGUST 2023.

CITY OF LA VISTA

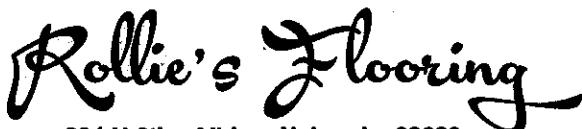
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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk



**204 N 6th · Albion, Nebraska 68620**  
**402-608-0665**

**We BRING the Showroom to YOU!**

DATE 5-15-23	NAME City of La Vista	2288	
MEDIA	ADDRESS 8116 Parkview Blvd		
SALESPERSON	CITY La Vista	STATE NE	ZIP 68128
HOME PHONE	BUSINESS PHONE	BUSINESS PHONE	CELLULAR PHONE

# WE APPRECIATE YOUR BUSINESS

Special orders require a 50% non-refundable deposit before ordered. All sales are final. Any scheduled date for shipment is based on factory stock availability and estimated ship time. We are not responsible for any changes in estimated dates. Any scheduled installation dates may be changed because of changes in ship dates, changes in installation times for jobs scheduled previous to yours, or delays for installation due to weather or other circumstances beyond our control. Any materials not listed will be an added charge.

**PRICES DO NOT INCLUDE REMOVING, REPLACING, OR PROVIDING  
METAL WOOD, TRIM OR TEAR OUT OR REPLACEMENT OF OLD FLOORS  
OR SUBFLOORS, UNLESS DESCRIBED ABOVE. ANY ADDITIONAL WORK  
THAT IS NOT SPECIFIED ABOVE WILL BE BILLED TO YOU.**

On all special orders for any hard-surface, which includes all piece goods for vinyl, laminate, or wood, a 10% overage is figured. Any excess cannot be returned.

-All warranties, expressed or implied, are manufacturer warranties. As per manufacturer, account must be paid in full before warranty is submitted.

-Arrangement in either cash, check, or contract must be made prior to delivery or installation.

**-A 1.5% monthly finance charge will be added to accounts 30 days past due.**

-Seams on white or light colored carpets may be visible and are not warranted, either expressed or implied.

FLOORING	
METAL/TRIM	
SEAM SEALER	
ADHESIVES	
DISPOSAL	
TOTAL	
<i>N/A</i>	TAX
GRAND TOTAL	<i>9795.06</i>
AMOUNT PAID	
BALANCE DUE	

**Kelly's Carpet Omaha**  
PO Box 241336  
Omaha, NE 68124-5336  
402-592-7072

**Proposal #:** KE183697  
**Sale Date:** 05/11/2023  
**Install Date:**  
**Sales Rep:** Tran, Tuan  
**Sales Rep:**

**SOLD TO**

City of La Vista Library, Cody Meyer  
9110 Giles Rd  
La Vista NE 68128  
402-537-3900  
cmeyer@cityoflavista.org

**SHIPPED TO**

Printed 05/11/23 11:18:56

City of La Vista Library Cody Meyer  
9110 Giles Rd  
La Vista NE 68128

**MATERIALS**

		<b>QUANTITY</b>	<b>PRICE</b>	<b>TOTAL</b>
(1) Design Medley II - 24x24 - 72.00	Intermix 727	3456.00 SqFt	\$3.56	\$12,303.36
(2) Mapei 811 Carpet Tile Adhesive - 4 Gallon	4 Gallon	4.00 Each	\$165.88	\$663.52
<b>Materials Subtotal:</b> \$12,966.88				

**LABOR**

	<b>QUANTITY</b>	<b>PRICE</b>	<b>TOTAL</b>
<b>Labor SubTotal:</b> \$0.00			

Comments:

<b>Subtotal:</b>	\$12,966.88
<b>Sales Tax:</b>	\$713.18
<b>Total:</b>	\$13,680.06
<b>Payments:</b>	
<b>Balance:</b>	\$13,680.06

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**AUGUST 15, 2023 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE PURCHASE – INTERVIEW ROOM CAMERAS AND SERVER	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEREMY KINSEY POLICE CAPTAIN

**SYNOPSIS**

A resolution has been prepared authorizing the purchase of four (4) Axis fixed interior dome cameras, four (4) Axis audio interface microphones and one (1) Genetec multi-terabyte server and CPU from Convergint, Omaha, Nebraska in an amount not to exceed \$31,681.

**FISCAL IMPACT**

The FY23/FY24 Biennial Budget provides funding for the proposed purchase.

**RECOMMENDATION**

Approval.

**BACKGROUND**

This camera system is to replace an older and now inoperable video recording system and storage server that is critical for capturing video evidence from four interview rooms in the Police Department. In addition to the installation of the cameras and server, all remaining outside security cameras will be migrated to the Genetec Security Platform, which is what's utilized at all other City facilities. All installation, programming and testing are included in the cost of the proposal.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE PURCHASE OF FOUR (4) AXIS FIXED INTERIOR DOME CAMERAS, FOUR (4) AXIS AUDIO INTERFACE MICROPHONES AND ONE (1) GENETEC MULTI-TERABYTE SERVER AND CPU FROM CONVERGINT, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$31,681.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of dome cameras, microphones, server and CPU for the Police Department is necessary; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for this purchase; and

WHEREAS, Paragraph 9 of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secure Council approval prior to authorizing any purchase over \$5,000.00;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of four (4) Axis fixed interior dome cameras, four (4) Axis audio interface microphones and one (1) Genetec multi-terabyte server and CPU from Convergint, Omaha, Nebraska in an amount not to exceed \$31,681.00.

PASSED AND APPROVED THIS 15TH DAY OF AUGUST 2023.

CITY OF LA VISTA

ATTEST:

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Douglas Kindig, Mayor

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Pamela A. Buethe, MMC  
City Clerk



4610 S. 133rd St. Suite 105, Omaha, Nebraska 68137

Phone 402-269-8439

[matt.mccoy@convergint.com](mailto:matt.mccoy@convergint.com)

July 24, 2023

City of La Vista  
City of La Vista Police  
7701 S 96th St La Vista, Nebraska 68128  
Attention: Ryan South

Quotation: MM13554802P

**Reference:** La Vista Police Video Upgrade

On behalf of Convergint's global network of colleagues, I would like to personally thank you for providing Convergint with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today, and in the future.

Convergint's reputation for service excellence is backed by a foundational commitment to our core value of service, and we have been recognized as the #1 Systems Integrator by SDM Magazine. This recognition reflects the strong relationships Convergint has developed with the industry's top technology manufacturers, and our history of success with providing exceptional service to our customers.

Our guiding principle has always been to be our customers' best service provider. Our dedicated and certified team of professionals strives to uphold our customer-focused, service-based mission to make a daily difference for our customers. After achieving a successful on-time and on-budget project installation, Convergint will provide you with the industry's best ongoing service, including our 24/7 customer portal iCare, designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for trusting Convergint as your partner.

## **Scope of Work**

Convergint will provide, install, and program a Genetec Professional Surveillance System to monitor and record activity at your facility. This proposal includes the migration of La Vista Police's existing IP cameras into the new Genetec Security Platform.

### **Camera Locations:**

A total of (4) new cameras will be installed throughout your facility. Camera types, locations, and views shall be as follows:

(4) Fixed Interior Dome Cameras to replace existing Interview Room Camera System. Axis 4MP vandal resistant dome with deep-learning chipset.

(4) Axis T6112 MK II Audio and I/O interface for recording audio seamlessly through the Genetec VMS.

(1) Genetec Integration of existing IP cameras into new Video Management Software. Includes (5) Genetec Security Desk Client Connections and (14) Genetec camera connection licenses (Professional) for existing camera integration.

### **Head End:**

Convergint shall provide a BCD Video (1) Xeon Silver 4210 - (2) 8GB DDR4 RAM - (2) 240GB M.2 SSD - (2) 1GbE RJ45 - (2) 10GbE SFP+ - (2) 1100W PSU - Windows Server 2019. (10) Enterprise 4TB SATA 3.5" HD. iDRAC Enterprise. Convergint shall install the system server in the Comm Room.

- If cameras are communicating on a network provided by the customer, a dedicated network jack, I.P. Address, Subnet Mask and Gateway information are required for each camera. The server will require a network connection with (1) static IP address, which shall be provided by the customer.
- A 120 VAC outlet is required for the server and network switch which shall be provided by the customer.

### **Programming:**

Convergint shall provide all necessary labor to configure and program the system. The customer is responsible for defining access levels, field-of-views, detection settings, storage settings, along with the input of any other user-defined data.

### **Testing:**

Convergint shall provide contractor field testing at time of equipment commissioning and system acceptance testing with owner's representative (if required by the project specifications). Additional equipment testing and reporting is available upon request and shall be invoiced at our standard labor rate.

## **Remote Viewing Connectivity**



The security solution Convergint will provide has a feature that allows designated users to view system activity remotely within the network.

- **(Inside Network)** Convergint will load the remote viewing software on client-designated workstation and instruct the client on how to load on subsequent workstations inside the network.
- **(Outside Network)** Convergint will load the remote viewing software on client-designated workstation and instruct the client on how to load on subsequent workstations inside the network. Customer will need to provide a DDNS or static IP address configured to allow access from the Internet. Applications to view video remotely via mobile devices may also be an offering per the system solution. Subsequent mobile fees may apply and are not included in this proposal.

### **Training:**

Convergint shall provide a qualified trainer to your job site to train key personnel. Included in our contract price is an initial training session to instruct you on the basic operation of your system. Additional or repeat training sessions are available upon request and shall be invoiced at our standard labor rate.

### **Materials**

Line	Qty	Part	Description	Unit Price	Extended Price
1			GENETEC SOFTWARE		
2	5.00	GSC-1LOGIN	1 Genetec™ Security Desk client connection (incl. Web Client & Mobile)	\$ 600.00	\$ 3,000.00
3	14.00	GSC-Om-P-1C	1 camera connection	\$ 230.00	\$ 3,220.00
4	14.00	ADV-CAM-P-1Y	Genetec™ Advantage for 1 Omnicast™ Pro Camera 1 year	\$ 41.00	\$ 574.00
5			Interview Room Cameras		
6	4.00	02374-001	M3086-V ultra-compact, indoor fixed mini dome with Deep Learning Processing Unit (DLPU)	\$ 384.55	\$ 1,538.20
7	4.00	Z4-02554001	AXIS T6112 MK II Audio and I/O interface for Axis Network Cameras	\$ 187.69	\$ 750.76
8			SERVER		
9	1.00	BCD214-PVS-210-D240	(1) Xeon Silver 4210 - (2) 8GB DDR4 RAM - (2) 240GB M.2 SSD - (2) 1GbE RJ45 - (2) 10GbE SFP+ (2) 1100W PSU - Windows Server 2019	\$ 11,485.07	\$ 11,485.07
10	10.00	BCD-SA-4TB-SATA	Enterprise 4TB SATA 3.5 Hard Drive	\$ 280.59	\$ 2,805.90
11	1.00	BCD-SA-IDRAC-ENT-14G	Dell IDRAC Enterprise License 14G Servers	\$ 357.35	\$ 357.35

<b>Equipment Total</b>	\$ 23,731.28
<b>Total Labor</b>	\$ 4,226.58
<b>Other Costs</b>	\$ 209.23
<b>Freight/Warranty</b>	\$ 3,513.47
<b>Tax if applicable</b>	\$ 0.00
<b>Total Project Price</b>	\$ 31,680.56

### **Clarifications and Exclusions**

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods if applicable.
3. 120 VAC electrical service to all security system panels and equipment not included.
4. Provision or installation of conduit, wire, boxes, fittings, or other electrical installation materials unless specifically listed under Bill of Materials.
5. Permits or associated fees are not included.
6. Provision or installation of electronic locking hardware unless specifically listed under Bill of Materials.
7. Customer to provide static IP addresses and network connections at panel locations.
8. Customer to provide a secured staging & storage area for project related materials.
9. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
10. Pricing assumes one (1) mobilization for installation of security system and commissioning/testing/training/close-out tasks.
11. Fifty percent (50%) of the proposed sell price shall be payable to Convergint for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
12. Proposal does not include sales tax unless otherwise noted.
13. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental, or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
14. Convergint reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.



**Total Project Investment:** \$ 31,680.56

Thank you for considering Convergint for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

*Matt McCoy*

Convergint  
Matt McCoy

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

---

Ryan South

Customer Name (Printed)

---

July 24, 2023

Date

---

Authorized Signature

---

Title

Please note, this proposal in the entirety is the confidential property of Convergint and cannot be shared in any form.

Throughout this Installation Proposal, the term, "Convergent" refers to the Convergent Technologies affiliate operating in the state/province in which the work is being performed.

## SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work and represents the entire agreement between Convergent and Customer (the "Agreement"). In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergent agrees in accordance with the mutually agreed project schedule:

- a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- c. Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
- d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- a. To promptly approve submittals provided by Convergent;
- b. To provide access to all areas of the facility which are necessary to complete the Work;
- c. To supply suitable electrical service as required by Convergent; and
- d. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

No monitoring services are included in the Work. Any such services shall be governed by a separate agreement.

Title to the Work, including any materials comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site. If materials are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, title with respect to such materials shall pass to Customer upon delivery to Customer site.

## SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

## SECTION 3. INVOICE REMITTANCE AND PAYMENT

If the Work is performed over more than a month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergent, Convergent shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

## SECTION 4. WARRANTY

Convergent provides the following SOLE AND EXCLUSIVE warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- a. That Work performed under this Agreement will be of good quality;
- b. That all equipment will be new unless otherwise required or permitted by this Agreement;
- c. That the Work will be free from defects not inherent in the quality required or permitted; and
- d. That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use commercially reasonable efforts to assist Customer in enforcing any such third-party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

## SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work. Any changes to the Agreement shall be in writing signed by both Customer and Convergent. If Customer orders any additional work or causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

## SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

## SECTION 7. INSURANCE

Convergent shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence /aggregate
Commercial General Liability	\$1,000,000 per occurrence/aggregate
\$2,000,000 general aggregate	
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$10,000,000 per occurrence/aggregate

All insurance policies carried by Convergent shall be primary to and noncontributory with the insurance afforded to Customer and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent, pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy.

## SECTION 8. INDEMNIFICATION

Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGINT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CONVERGINT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGINT.

It is understood and agreed by the parties hereto that Convergent is or may be providing intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insures against any acts for which they are supposed to monitor or inform. Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any intrusion product or software provided by but not manufactured by Convergent. Convergent shall have no liability to Customer for any losses to the extent such losses are caused by the intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such intrusion product or software provided by but not manufactured by Convergent.

## SECTION 9. COMPLIANCE WITH LAW, SAFETY, & HAZARDOUS MATERIALS

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergent agrees to comply with all laws and regulations relating to or governing its provision of the Work. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning work.

In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

Customer acknowledges that applicable law or regulation may limit Customer's rights and impose obligations with respect to information or data obtained using software capable of obtaining what may in certain circumstances be characterized as biometric information (individually and collectively, the "Software") and agrees that Customer is solely responsible to ensure its own compliance with such laws or regulations. Customer shall completely indemnify, defend (including pay attorneys' fees and disbursements), and hold harmless Convergent, its affiliates, and any employees, agents, contractors or representatives of any of the foregoing from and against any and all losses, liability, damages, penalties, expenses, claims, demands, actions, or causes of action, judgments (finally awarded) or settlements (individually and collectively, "Liabilities") arising from or related to any intentional or negligent acts or omissions of Customer or any of its agents, affiliates, employees, or representatives arising from or related to the Software, any hardware, software, or other services associated with the Software, or the use of any of the foregoing by or on behalf of Customer, including but not limited to those arising from or related to Customer's failure to comply with applicable laws or regulations related to its use of the Software or any hardware, software, or other services associated with the Software, including but not limited to the Customer's failure to obtain any necessary consents from affected individuals or provide any necessary disclosures or protections with respect to the information of such individuals under any applicable privacy or data security law, but excluding matters for which Convergent has agreed to indemnify Customer from and against third party claims for copyright and trade secret infringement under the terms of the End User License Agreement for the Software between Convergent and Customer. Notwithstanding the foregoing, Customer and Convergent agree that Liabilities suffered by a third party (other than an affiliate of Convergent) which are an element of loss subject to indemnification under this paragraph shall be deemed direct damages.

## SECTION 10. DISPUTES

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

## SECTION 11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergent may assign this Agreement to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergent.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergent and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty, and indemnity, and disputes shall survive the termination of this Agreement.

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**AUGUST 15, 2023 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE PURCHASE – BODY WORN CAMERAS (BWC)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	TODD ARMBRUST POLICE CAPTAIN

**SYNOPSIS**

A resolution has been prepared authorizing the purchase of 25 V300 Body Worn Cameras from Motorola Solutions, Inc., Chicago, Illinois in an amount not to exceed \$27,360.

**FISCAL IMPACT**

The FY23/FY24 Biennial Budget provides funding for the proposed purchase. The FY23 cost would not exceed \$27,360 and FY24 cost would not exceed \$22,380.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The requested body worn cameras are essential in daily field operations to record and document police interactions with citizens, victims, witnesses and suspects. BWC recordings may also become evidentiary in nature. These 25 BWCs shall replace the existing BWCs (Watchguard) the department currently uses. The current BWCs have reached end of life and are no longer being serviced/replaced. Watchguard is now a subsidiary of Motorola Solutions, Inc. This would be a five (5) year contract with a total fiscal impact not to exceed \$116,880.

FY23	\$27,360
FY24	\$22,380
FY25	\$22,380
FY26	\$22,380
FY27	\$22,380

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE PURCHASE OF TWENTY-FIVE (25) V300 BODY WORN CAMERAS FROM MOTOROLA SOLUTIONS, INC, CHICAGO, ILLINOIS IN AN AMOUNT NOT TO EXCEED \$27,360.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of twenty-five (25) V300 body worn cameras are necessary; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for this purchase, the FY23 cost would not exceed \$27,360.00 and FY24 cost would not exceed \$22,380.00; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the city administrator secure Council approval prior to authorizing any purchase over \$5,000.00;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the purchase of twenty-five (25) V300 body worn cameras from Motorola Solutions, Inc, Chicago, Illinois in an amount not to exceed \$27,360.00.

PASSED AND APPROVED THIS 15TH DAY OF AUGUST 2023.

CITY OF LA VISTA

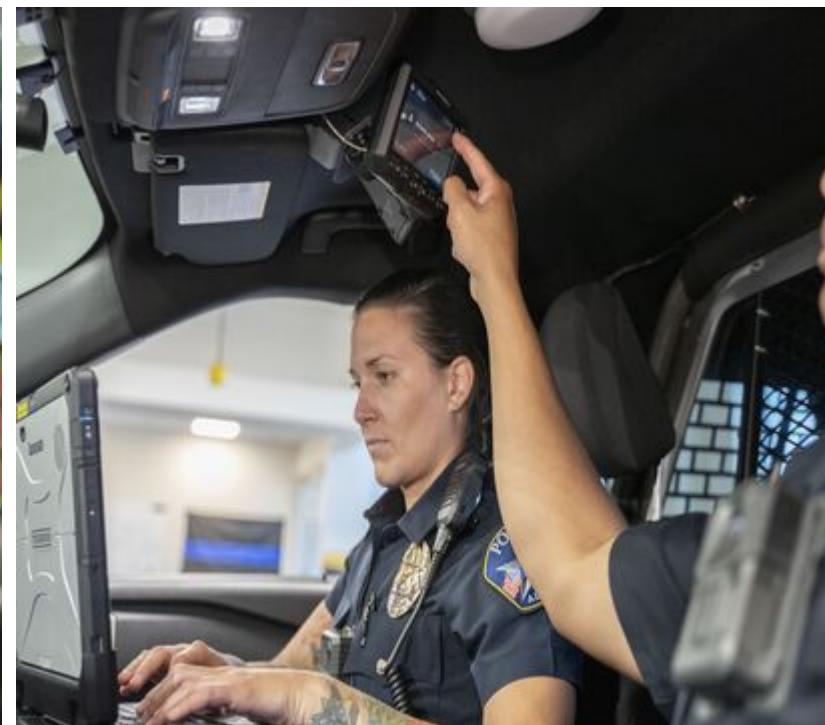
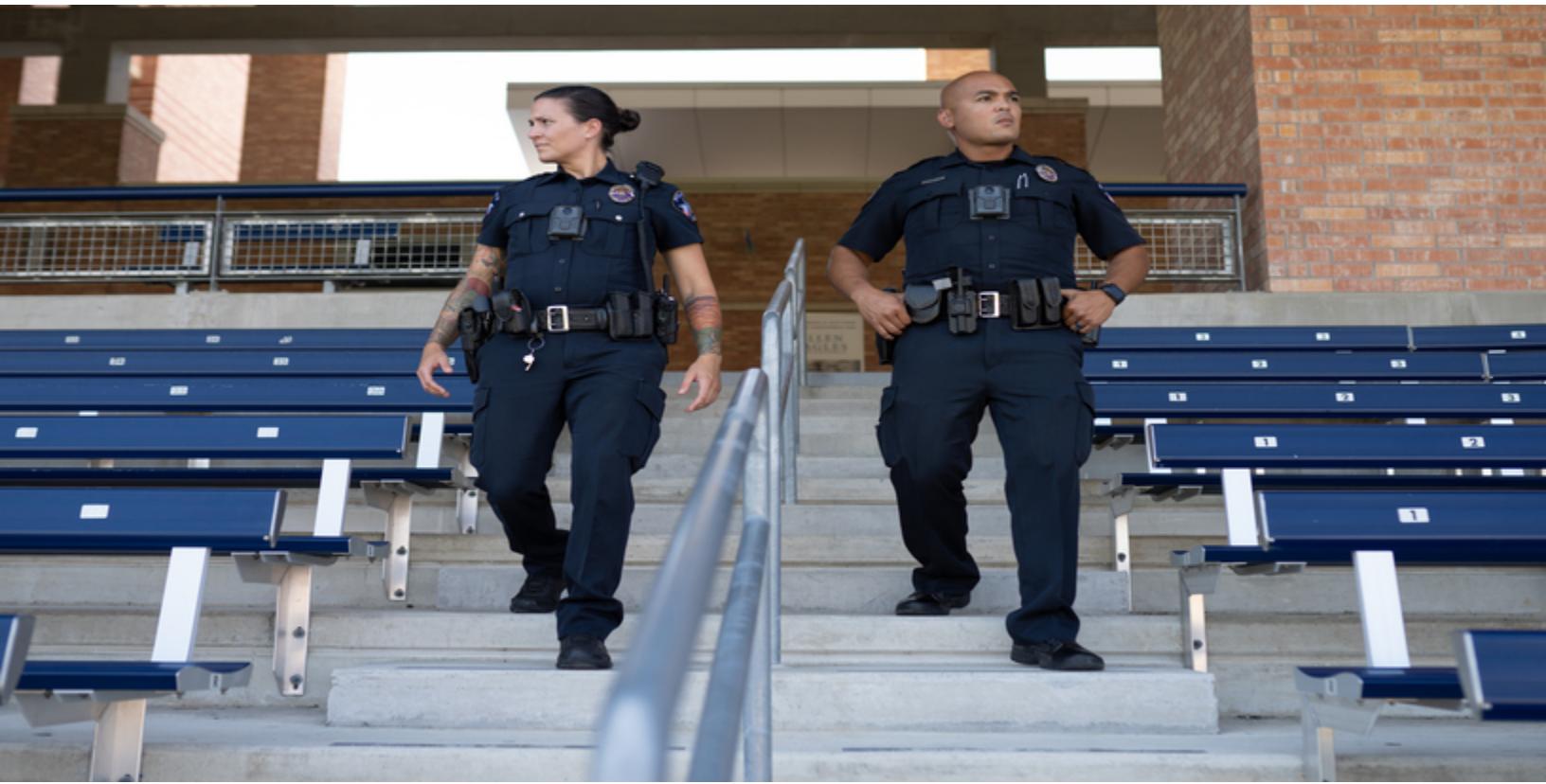
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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk



LA VISTA POLICE DEPT

La Vista VaaS

07/26/2023

Billing Address:  
 LA VISTA POLICE DEPT  
 8116 PARK VIEW BLVD  
 LA VISTA, NE 68128  
 US

Shipping Address:  
 LA VISTA POLICE DEPT  
 8116 PARK VIEW BLVD  
 LA VISTA, NE 68128  
 US

Quote Date:07/26/2023  
 Expiration Date:10/24/2023  
 Quote Created By:  
 Joshua Medeiros  
 Joshua.Medeiros@  
 motorolasolutions.com

End Customer:  
 LA VISTA POLICE DEPT  
 Payment Terms:30 NET

### Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms).

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
Video as a Service								
1	AAS-BWC-5YR-001	BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	25	5 YEAR	\$4,140.00	\$4,140.00	\$103,500.00	
2	PRS-0619A	VAAS REMOTE SYSSETUPL2,TRAIN,C ONFIG,PM	1		Included	Included	Included	
3	WGB-0177AAS	VIDEO EQUIPMENT, V300/V700 USB IN-CAR CHARGE/UPLOAD DOCK VAAS	20		Included	Included	Included	
4	AAS-BWC-USB-DOC	V300/V700 USB CHARGE/UPLOAD DOCK - 5 YEARS VIDEO-AS-A-SERVICE (\$4 PER MON)	20	5 YEAR	\$240.00	\$240.00	\$4,800.00	
5	AAS-BWC-XFS-DOC	V300/V700 TRANSFER STATION - 5 YEARS VIDEO-AS-A-SERVICE (\$30 PER MON)	2	5 YEAR	\$1,800.00	\$1,800.00	\$3,600.00	



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
6	WGW00166-100	EL4 TO VIDEOMANAGER EL DATA MIGRATION SERVICE, PER TB OF DATA	5		\$750.00	\$600.00	\$3,000.00	
7	SSV00S01450B	LEARNER LXP SUBSCRIPTION*	45	5 YEAR	\$0.00	\$0.00	\$0.00	
8	WGB-0138AAS	VIDEO EQUIPMENT, V300/V700 TRANSFER STATION (\$30 PER MON)	3		Included	Included	Included	
9	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS*	25	5 YEAR	Included	Included	Included	
10	WGB-0192A	V300 BODY WORN CAMERA, MOLLE LOCK MOUNT	25		Included	Included	Included	3 YEAR
11	WGW00300-003	V300 NO FAULT WARRANTY	25	5 YEAR	Included	Included	Included	
12	WGP02614	V300, BATT, 3.8V, 4180MAH	20		\$123.75	\$99.00	\$1,980.00	
<b>Grand Total</b>					<b>\$116,880.00(USD)</b>			

### Pricing Summary

	List Price	Sale Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$28,605.00	\$27,360.00
Year 2 Subscription Fee	\$22,380.00	\$22,380.00
Year 3 Subscription Fee	\$22,380.00	\$22,380.00
Year 4 Subscription Fee	\$22,380.00	\$22,380.00
Year 5 Subscription Fee	\$22,380.00	\$22,380.00
<b>Grand Total System Price</b>	<b>\$118,125.00</b>	<b>\$116,880.00</b>

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



**Notes:**

- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

## VIDEO-AS-A-SERVICE OVERVIEW

Video-as-a-Service (VaaS) is a subscription-based solution that provides agencies with Motorola's industry-leading evidence collection and management tools. VaaS provides agencies access to high-definition camera systems and the industry's only fully end-to-end digital evidence management ecosystem. Included in this quote is access to CommandCentral Evidence, which includes several applications that enable a single, streamlined workflow.



When combined into a single solution, these tools enable officers in the field to easily capture, record, and upload evidence, as well as efficiently manage and share that evidentiary data. Because Video-as-a-Service requires no up-front purchase of equipment or software, it provides a simple way to quickly deploy and begin using a complete camera and evidence management solution for a per-device charge, billed quarterly.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

## V300 BODY-WORN CAMERA SOLUTION DESCRIPTION

The V300 Body-Worn Camera captures clear video and audio of every encounter from the user's perspective. Its continuous-operation capabilities allow constant recording, helping the user to capture every detail of each situation and create a reliable library of evidence for case-building and review.

The V300 is easy to operate, with four control buttons. Its built-in Record-After-the-Fact® (RATF) technology enables the device to capture important video evidence that can be retrieved hours or days after an incident occurs, even if a recording is not triggered by the user or sensor. With RATF, officers can prioritize response to immediate threats over manually activating their camera.



### KEY FEATURES OF THE V300

- **Detachable Battery** - The V300's detachable battery allows officers to switch to a fully-charged battery if their shift goes longer than expected. And since batteries can charge without being attached to a camera, they can be kept fully charged and ready to go in a dock for use. This feature is especially helpful for agencies that share cameras among multiple officers.
- **Wireless Uploading** - Recordings made by the V300 can be uploaded to your agency's evidence management system via WiFi or LTE networks. This enables easy transfer of critical recordings to headquarters for immediate review or long-term storage.
- **Data Encryption** - The V300 uses FIPS-140-2 compliant encryption at rest and in transit. This ensures that recordings made by your agency's officers are secure from unauthorized access.
- **Record-After-The-Fact®** - Our patented Record-After-the-Fact® technology records even when the recording function isn't engaged. These recordings are uploaded to the evidence management system and allow users to review important evidence that was captured days before.
- **Natural Field of View** - The V300 eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction ensures a clear and complete evidence review process.
- **SmartControl Application** - Motorola's SmartControl Application allows V300 users to tag and preview video, livestream from the camera to the app, adjust vertical field of view, and change camera settings. This application is available for iOS and Android.
- **In-Field Tagging** – The V300 enables easy in-field event tagging. It allows officers to view event tags and save them to the appropriate category directly from the camera or via smartphone application. This is made easier in conjunction with an integrated in-car video recording system.
- **Auto Activation** - Multiple paired V300 cameras and in-car systems can form a recording group, which can automatically start recording when one of the group devices starts a recording. They can be configured to initiate group recording using triggers like lights, sirens, doors, gun racks, and other auxiliary inputs. Up to eight V300 cameras can also collaborate on recordings without an in-car system, using similar triggers. Group recordings are uploaded and automatically linked in DEMS as part of one incident.



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## V300 AND IN-CAR VIDEO INTEGRATION

The V300 integrates seamlessly with the M500 and 4RE In-Car Video System, capturing video of an incident from multiple vantage points. With these in-car video systems, all critical functions are never more than three taps away. This integration includes the following features:

- **Distributed Multi-Peer Recording** - Multiple V300 cameras and in-car systems can form a recording group and, based on configuration, automatically start recording when one of the group devices begins recording. Group recordings are uploaded and automatically linked in DEMS as part of one incident.
- **Automatic Tag Pairing** - Recordings captured by integrated in-car systems and V300 cameras can be uploaded to DEMS with the same tags automatically. From the in-car system's display, the videos can be saved under the appropriate tag category. The tag is then automatically shared with the V300 video and is uploaded as part of one incident, along with the officer's name.
- **Evidence Management Software** - When body-worn and in-car cameras both record the same incident, Motorola's evidence management software automatically links those recordings based on officer name, date, and time overlap associated with the devices.
- **Additional Audio Source** - The V300 can serve as an additional audio source when integrated with the in-car video system. The V300 also provides an additional view of the incident and inherits the event properties of the in-car system's record, such as officer name, event category, and more, based on configuration.

## V300 AND APX RADIO INTEGRATION

Motorola's APX two-way radios that are equipped with Bluetooth capability can pair with V300 Body-Worn Cameras to capture video evidence. When the APX's emergency mode button is pressed, the V300 is automatically triggered to capture video evidence. The recording will continue until stopped by the officer via the start/stop button on the V300 or group in-car video system.

## HOLSTER AWARE INTEGRATION

V300 integrates with Holster Aware, a holster sensor that automatically prompts the V300 to record the moment holstered equipment is drawn. All sensor and V300 associations can be managed within any DEMS. This sensor allows officers to record high-stress events as they unfold, without having to sacrifice situational awareness by manually activating the V300.



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## DOCKING STATIONS

The V300 has three docking options:



**Transfer Station** - The Transfer Station is built for large, multi-location agencies with large numbers of V300 cameras in service at any given time. It can charge up to eight fully assembled cameras or individual battery packs. Each of the eight docking slots includes an LED indication of battery charging status and upload status. While a V300 is being charged, the Transfer Station can automatically offload its recording to Evidence Management Solution via an integrated 10Gb/1Gb connection to the local area network (LAN). The Transfer Station connects directly to the local area network for fast offload of recorded events to storage while charging the camera battery. The Transfer Station supports comprehensive device management capabilities, such as camera configuration, checkout and officer assignment options; rapid checkout, kiosk, and individual camera checkout; automatic firmware and configuration updates.



**USB Base** - The USB Base charges the battery of a single V300 camera or a standalone battery pack. The USB Base can be mounted in a vehicle or attached to a desktop or Mobile Data Computer, with 12V or a USB connection for power. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from the bright sunlight, to the dim interior of a patrol car. When connected to a laptop or desktop, the USB Base can be used to upload recordings to an evidence management system, receive firmware and configuration updates.



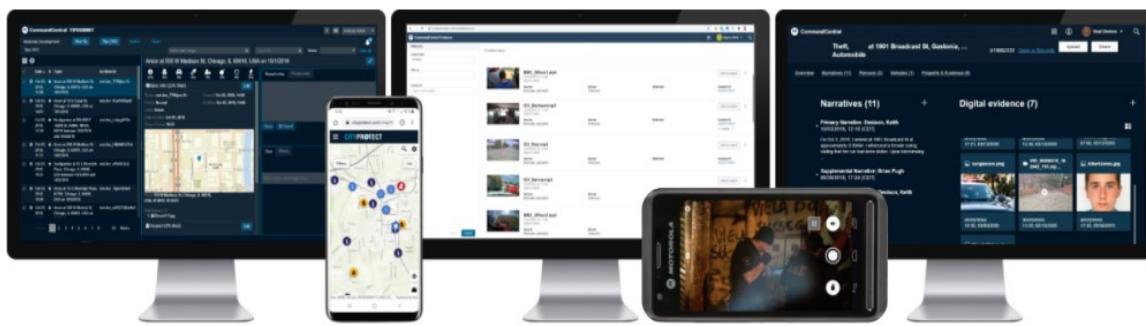
**Wi-Fi Base** - The Wi-Fi Base is mounted in the vehicle. It facilitates V300 upload of evidence to evidence management system, firmware updates, communication between V300 and in-car group devices, charges fully assembled V300 cameras or individual battery packs and more. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from the bright sunlight, to the dim interior of a patrol car.



## COMMANDCENTRAL EVIDENCE PLUS SOLUTION DESCRIPTION

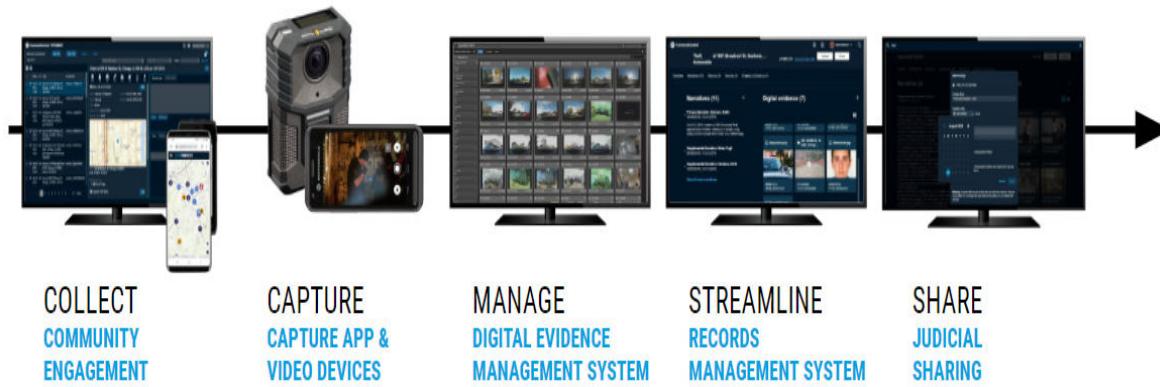
### OVERVIEW

CommandCentral Evidence provides a suite of digital evidence management tools that help users contain, organize, and act on large amounts of incoming multimedia. These tools streamline the collection, capture, storage, and sharing of data from a single location. By centralizing digital evidence storage and management, CommandCentral Evidence removes data silos and helps users get the most out of their critical information.



Users access all case content from a single, cloud-based location. Cases integrate records and evidence content, allowing users to view all media associated with a case. These cloud-based tools help users account for all evidence regardless of source. CommandCentral Evidence makes it easy to secure and share content with chain of custody intact to improve collaboration.

CommandCentral Evidence is available without any upfront investment. Monthly subscription service costs include the software and video storage. And CommandCentral Evidence uses the Azure GovCloud, securing data at rest and in transit to protect communications. This complies with CJIS guidelines and the NIST framework, audited annually against the Service Organization Control 1 and 2 reporting framework.



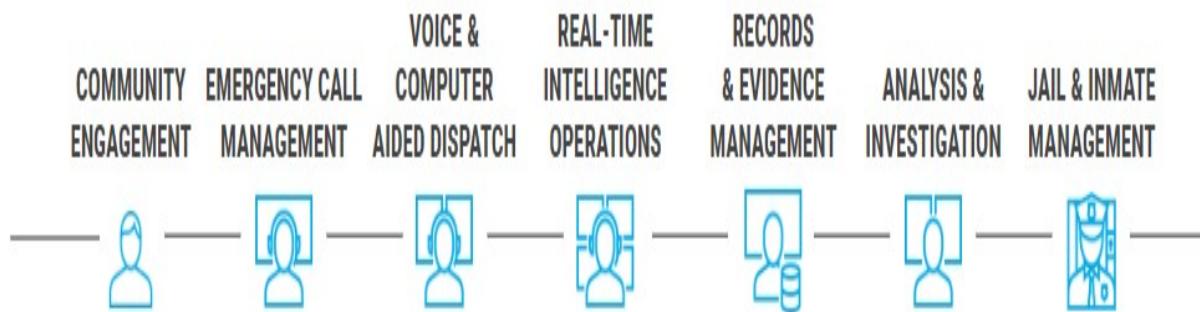
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## THE COMMANDCENTRAL PLATFORM

CommandCentral is an end-to-end platform of interconnected solutions that unify data and streamline public safety workflows from a tip or call to case closure. Through single sign-on capabilities, your personnel can access all CommandCentral software applications with one agency username and password for a more streamlined workflow. The CommandCentral platform puts your agency's data to better use, improves safety for critical personnel, and helps keep your focus on the communities you serve.

CommandCentral evolves over time, maximizing the value of existing investments while adopting new capabilities that better meet your personnel's growing needs. With cloud-based services and an agile development methodology through constant user feedback, Motorola Solutions can deliver new features and functionality in a more manageable, non-intrusive way.

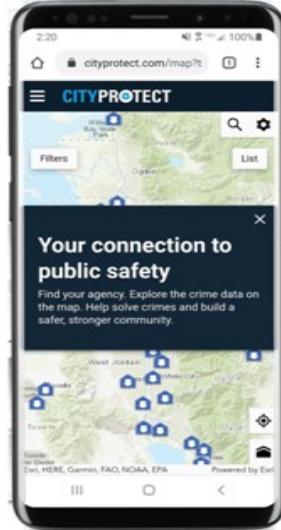


The CommandCentral End-to-End Platform

## Community Interaction Tools

CommandCentral Evidence provides a set of Community Interaction tools to enhance the partnership between your agency and the public. This solution is the foundation for transparent community engagement by streamlining the flow of data between your agency and the people you serve. The toolkit helps build public trust and increases the value of community intelligence. As a result, your agency gains new ways to connect with the public, building collaboration and transparency.

Community interaction centers around CityProtect.com. This mobile-friendly webpage offers citizens a centralized set of tools to contribute to public safety. The tools and forms within CityProtect enable you to create a dialogue with your community and promote the value of citizen intelligence. Sharing and receiving important data is streamlined to make engagement easier.



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## AGENCY PAGE

CommandCentral Evidence provides a dedicated, public-facing webpage for your agency. This customizable page offers a unique URL to serve as the hub for community interaction with access to the tools for the public to connect with your agency.

The agency page shows quick, rotating messages—bulletins (up to five 244-character messages)—to keep the public informed. Your agency will control the order, schedule, and expiration date of these bulletins. The page also integrates an agency's social media feeds to further unify communications.

## PUBLIC SUBMISSIONS

With CommandCentral Evidence, the public can submit information online with an easy-to-use interface. There are multiple self-service form options for online submissions, such as anonymous tips, public information requests, and non-emergency submissions. Your agency will decide which of these forms to deploy and how to personalize these forms with built-in form management tools. The public can submit tips using these forms on CityProtect, or via anonymous SMS communication. Together, these submissions help agencies build a more accurate operating picture. TipManager manages these submissions in a central location and saves digital content in CommandCentral Evidence. This streamlines public-provided content with officer-captured evidence in a single repository.

## DIGITAL EVIDENCE COLLECTION

CommandCentral Evidence's digital evidence collection features allows your agency to collect case-specific digital media from any source without needing a personal device or physical storage, such as CDs, USBs, or other devices checked into physical evidence stores. Digital files are automatically added and tagged within the application, making access to specific information easy and efficient.

## CRIME MAP

Crime Map is built into the CityProtect home page. Crime Map automatically publishes crime data and incident information from your CAD or RMS or CAD system to an interactive, online map. This map keeps the public informed of local crime activity and offers visibility into your operations. Crime Map also provides the following:

- Incident data display with up to hourly updates.
- Primary Agency shapefile.
- Sex offender listing options.
- Crime data download option and action link.

## CAMERA REGISTRATION

Camera Registration allows citizens to register their residential or commercial security cameras in CityProtect. Each community member can create a free CityProtect user account to manage their camera information. Your agency can then access the location of these cameras and contact the owner for potential video evidence. The data from these accounts is visualized in a variety of CommandCentral applications.



## FIELD RESPONSE APPLICATION

CommandCentral Evidence features a mobile application that allows users to capture video, images, and audio from the field. The application provides advanced camera controls to help users control what is captured. Integrated metadata population and tagging provides immediate access of content in the Digital Evidence Management application. This isolation ensures evidence is not accessible by other apps and ensures an uncompromised chain of custody from the moment of capture.

This application is a capture source for officers, detectives, command staff, supervisors and other law enforcement personnel. The application's user interface exists in the same ecosystem as the Digital Evidence Management tool. The field response application is available on iOS and Android.

## RECORDS MANAGEMENT

CommandCentral Evidence's record management capabilities allow users to quickly and easily search video, audio, images, and other digital content. It then stores that data in a central cloud-based location, streamlining access and management across your organization to reduce the complexities of record management. As a result, this solution helps save your personnel valuable time and allows them to focus on critical tasks.

Records Management offers users the following features to benefit management workflows:

- Consolidated Record View – Enter and view incident data, officer narrative, and digital evidence with one user interface, allowing officers to spend more time in the field.
- Task Creation and Assignment – View, create, and assign tasks or projects for the day as part of the Insights Dashboard. This helps build and close cases faster by tracking progress and assigning ownership to activities.
- Unified Search – Find specific information faster by searching across all agency data.
- Master Indexes – Validate data on persons, vehicles, and organizations against the master indexes. For example, agencies can verify that an arrested person, person of interest, or suspect's information is accurate.
- Compliance Verification – Prompt officers for the information they need so you can check reports before submission and save response time.
- Record Quality Control – Keep data clean by identifying, merging, and de-duplicating records automatically.
- Trusted Agency Sharing – Remain in control of your data when you share case information with other agencies.
- Judicial Case Sharing – Share validated evidence items with trusted judicial partners for use in court, with a verifiable chain of custody.
- Crime Predictions in Dashboard – Monitor activity and set threshold alerts to identify and address crime trends.
- Data Insights Reporting – Access critical insight with pre-built reports and dashboards to make data-driven decisions.

## DIGITAL EVIDENCE MANAGEMENT



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CommandCentral Evidence's digital evidence management tools streamline collecting, securing, and managing multimedia evidence. These tools simplify how a secure digital evidence library is built by incorporating data from multiple sources into a unified evidence storage framework. Users can upload digital evidence from a variety of sources to quickly build cases. Evidence stored within the tool is easy to search, correlate, and review alongside other case-related information from your CAD or RMS database. Relevant content can be marked and intelligently sorted to quickly locate critical information from a central touchpoint. This unified storage framework allows personnel to make informed decisions from an organized and complete case evidence view, while offering an access control system to allow only authorized personnel to view sensitive information.

### **STORE AND MANAGE**

CommandCentral Evidence simplifies building a secure digital evidence library by incorporating data from multiple sources into a unified evidence storage framework. Users can upload digital evidence files from a variety of sources to build cases. Products from Motorola Solutions, such as body-worn cameras, in-car cameras, the mobile field response application, and other CommandCentral software, automatically transmit data to Digital Evidence Management. This saves the time and effort needed to manually upload files. Once the content is securely stored, content management is more efficient.

Digital Evidence Management streamlines content management workflows, with tags and metadata that make it easier to correlate, search, and manage evidence. The application automatically links evidence based on the tags and metadata attached to those files, helping users find additional contextual information on an incident and build cases quickly. Users can search and filter content to locate additional relevant data to link to a case or incident. To quickly access evidence items that they frequently need to reference, users can group or bookmark files within the interface.

CommandCentral Evidence provides unlimited storage for events captured by the WatchGuard video systems where the applied data retention period does not exceed one year for non-evidentiary recordings or 10 years for evidentiary recordings (recordings associated with a case). Additionally, the video recording policy must be event-based (policies that require officers to record their entire shift will not qualify for this plan). For non-camera data storage (data not captured by the body camera and/or in-car system), agencies receive 50GB of storage per device, per month, pooled across all devices in the program.

### **INTERFACE SERVER REQUIREMENTS**

A customer-provided virtual machine is required to support the interface. The virtual machine must meet the following minimum specifications:

- Access to Customer-Provided Internet.

The customer-provided virtual machine will allow CloudConnect to be installed to enable CommandCentral cloud applications to connect to on-premises applications, like CAD/RMS systems.

## COMMANDCENTRAL EVIDENCE PLUS STATEMENT OF WORK

### OVERVIEW

The Statement of Work (SOW) defines the principal activities and responsibilities of Motorola Solutions, Inc. ("Motorola Solutions") and the Customer. Motorola Solutions and the Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon governing schedule. Any changes to the governing schedule will be mutually agreed upon via the change provision of the Agreement.

### AGENCY AND USER SETUP

The Customer's agency(s) and CommandCentral users must be provisioned within the CommandCentral cloud platform using the CommandCentral Admin tool. The provisioning process allows the agency(s) to define the specific capabilities and permissions of each user.

#### **Motorola Solutions Responsibilities**

- Use the CommandCentral Admin tool to establish the Customer and the Customer's agency(s) within the CommandCentral cloud platform. This activity is completed during the order process.
- Provision agency's CommandCentral initial users and permissions.

#### **Customer Responsibilities**

- Identify a System Administrator(s).
- Ensure all System Administrators complete the CommandCentral Admin training.
- Use the CommandCentral Admin tool to setup CommandCentral administration and user passwords, and provision agency's CommandCentral users and permissions.

#### **Completion Criteria**

Initial agencies and users have been configured.

### COMMUNITY INTERACTION TOOL

Motorola Solutions enables the Community Interaction Tool during the order process.

#### **Motorola Solutions Responsibilities**

- Refer to Agency and User Setup section of SOW.
- Connect Customer incident data ingest.

#### **Customer Responsibilities**

- Provision policies and procedures, tags, retention periods, and user permissions.
- Configure Community Interaction Tool settings (location of agency pin, shape of agency, keywords, agency page, URL, which forms to deploy).
- Provide access to Motorola Solutions' team to connect incident data ingest.

**Completion Criteria**

Community Interaction Tool subscription enabled.

## RECORDS MANAGEMENT

This document describes the activities required to ensure access to the subscription software and the Customer's provisioning activities.

Records Management features preconfigured Incident Forms and standard Workflows. As a result, minimal configuration work is required prior to operation.

**Motorola Solutions Responsibilities**

- Refer to the Agency and User Setup section of SOW.

**Customer Responsibilities**

- Provision all required custom Offence Codes using the CommandCentral user interface.

**Completion Criteria**

Records Management enabled and offence codes provisioned.

## DIGITAL EVIDENCE MANAGEMENT

Motorola Solutions will discuss industry best practices, current operations environment, and subsystem integration in order to determine the optimal configuration for Digital Evidence Management. Motorola Solutions enables the subscription during the order process.

Note that while Digital Evidence Management is capable of interfacing with a variety of data sources, any additional interfaces are not included in this implementation.

**Motorola Solutions Responsibilities**

- Refer to the Agency and User Setup section of SOW.
- Connect Customer incident data ingest.
- If a hybrid on-premise and cloud solution is included, configure Evidence Library to Digital Evidence Management interface(s) to support the functionality described in the Solution Description.
- Integrate Records Management with Digital Evidence Management.

**Customer Responsibilities**

- Provision policies, procedures, and user permissions.
- Configure Digital Evidence Management settings.
- Provide access to Motorola Solutions' team to connect incident data ingest.

**Completion Criteria**

Digital Evidence Management subscription enabled. Configured to provide the end-to-end solution for the Customer.

## FIELD RESPONSE APPLICATION

The Field Response Application provides Android / iOS multimedia capture allowing a smartphone to send data to Digital Evidence Management .

### **Motorola Solutions Responsibilities**

- None.

### **Customer Responsibilities**

- Download “CommandCentral Capture” Application from App Store.
- Determine if video can be uploaded to Digital Evidence Management via WiFi and cellular network or WiFi only.
- Set confirmation parameters in Digital Evidence Management Admin.
- Determine specific video resolution or a range of resolutions.

### **Completion Criteria**

Work is considered complete upon Customer successfully installing application. The Field Response Application is configured and data is being received in Digital Evidence Management.

## THIRD-PARTY INTERFACES

The delivery, installation, and integrations of interfaces may be an iterative series of activities depending upon access to third-party systems. If proposed, interfaces will be installed and configured in accordance with the schedule.

Connectivity will be established between CommandCentral systems and the external and/or third-parties to which they will interface. Motorola Solutions will configure CommandCentral systems to support each contracted interface. The Customer is responsible for engaging third-party vendors if and as required to facilitate connectivity and testing of the interface(s).

### **Motorola Solutions Responsibilities**

- Develop interface(s) in accordance with the Solution Description.
- Establish connectivity to external and third-party systems.
- Configure interface(s) to support the functionality described in the Solution Description.
- Perform functional validation to confirm each interface can transmit and or receive data in accordance with the Interface Feature Description (IFD).

### **Customer Responsibilities**

- Act as liaison between Motorola Solutions and third-party vendors or systems as required to establish connectivity with Digital Evidence Management.
- Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola Solutions’ interface installation efforts.
- Provide network connectivity between Digital Evidence Management and the third-party systems.
- Provide requested information on API, SDKs, data schema, and any internal and third-party documents necessary to establish interfaces with all local and remote systems and facilities within 10 days of the Interface Engagement Meeting.
- Adhere to the requirements presented in the IFD.

**Motorola Solutions Deliverables**

Contracted Interface(s).

**Completion Criteria**

Connectivity is established between CommandCentral systems and the external and/or third-parties using said interface.

Unknown circumstances, requirements, and anomalies at the time of initial design can present difficulties in interfacing CommandCentral Vault to some third-party applications. These difficulties could result in a poorly performing or even a non-functional interface. At such time that Motorola Solutions is provided with information and access to systems, we will be able to mitigate these difficulties. If Motorola Solutions mitigation requires additional third-party integration, application upgrades, API upgrades, and/or additional software licenses those costs will need to be addressed through the change provision of the contract.

## **TRAINING**

CommandCentral online training is made available to you via Motorola Solutions Software Enterprise Learning eXperience Portal (LXP). This subscription service provides you with continual access to our library of online learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. All Motorola Solutions tasks are completed remotely and enable the Customer to engage in training when convenient to the user.

LXP Administrators are able to add/modify users, run reports, and add/modify groups within the panorama.

**Motorola Solutions Responsibilities**

- Initial setup of Panorama and addition of administrators.
- Provide instruction to the Customer LXP Administrators on:
- Adding and maintaining users.
- Adding and maintaining Groups.
- Assign courses and Learning Paths.
- Running reports.

**Customer Responsibilities**

- Go to <https://learningservices.motorolasolutions.com> and request access if you do not already have it.
- Complete LXP Administrator training.
- Advise users of the availability of the LXP.
- Add/modify users, run reports and add/modify groups.

**Completion Criteria**

Work is considered complete upon conclusion of Motorola Solutions-provided LXP Administrator instruction.

**Panorama** – A panorama is an individual instance of the LXP that provides autonomy to the agency utilizing.

**Groups** – A more granular segmentation of the LXP that are generally utilized to separate learners of like function (dispatchers, call takers, patrol, firefighter). These may also be referred to as clients within the LXP.

**Learning Path** – A collection of courses that follow a logical order, may or may not enforce linear progress.

### **Customer Responsibilities**

- Supply a suitably configured classroom with a workstation for the instructor and at least one workstation for every two students.
- Designate training representatives who will work with the Motorola Solutions trainers in the development and delivery of training.

### **Motorola Solutions Deliverables**

- Classroom Training Materials, Attendance Rosters.

### **Completion Criteria**

Work is considered complete upon conclusion of Motorola Solutions provided Train the Trainer training.

Motorola Solutions offers many training courses pertaining to the Customer's solution. Motorola Solutions will provide specific training courses in the welcome email provided after implementation.

## **TRANSITION TO SUPPORT AND CUSTOMER SUCCESS**

Following the completion of the activation of CommandCentral components, implementation activities are complete. The transition to the Motorola Solutions' support organization completes the implementation activities.

Customer Success is the main point of contact as you integrate this solution into your agency's business processes. Our team will work with you to ensure CommandCentral Evidence has met your expectations and that the solution satisfies your goals and objectives. Contact Customer Success at [CommandCentralCS@motorolasolutions.com](mailto:CommandCentralCS@motorolasolutions.com).

Our Customer Support team will be the point of contact for technical support concerns you might have and can be reached either by phone at 1-800-MSI-HELP (option x4, x4, x3) or by emailing [support-commandcentral@motorolasolutions.com](mailto:support-commandcentral@motorolasolutions.com).

### **Motorola Solutions Responsibilities**

- Provide the Customer with Motorola Solutions support engagement process and contact information.
- Gather contact information for the Customer users authorized to engage Motorola Solutions support.

**Customer Responsibilities**

- Provide Motorola Solutions with specific contact information for those users authorized to engage Motorola Solutions' support.
- Engage the Motorola Solutions support organization as needed.

**Completion Criteria**

Conclusion of the handover to support and the implementation is complete.



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## VIDEO EVIDENCE STATEMENT OF WORK

### Overview

In accordance with the terms and conditions of the Agreement, this Statement of Work ("SOW") defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. ("Motorola") system as presented in this offer to the Customer(hereinafter referred to as "Customer"). For the purposes of this SOW, Motorola may include our affiliates, subcontractors, and third-party partners, as the case may be.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement.

Unless specifically stated, Motorola work will be performed remotely. Customer will provide Motorola resources with direct network access sufficient to enable Motorola to fulfill its delivery obligations.

The number and type of software or subscription licenses, products, or services provided by or on behalf of Motorola are specifically listed in the Agreement and any reference within this SOW, as well as subcontractors' SOWs (if applicable), does not imply or convey a software or subscription license or service that is not explicitly listed in the Agreement.

### AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following execution of the Agreement.

Following the conclusion of the Welcome/IT Call, Motorola project personnel will communicate additional project information via email, phone call, or additional ad- hoc meetings.

Motorola utilizes Google Meet as its teleconference tool. If Customer desires a different teleconference tool, Customer may provide a mutually agreeable alternate tool at Customer expense.

### PROJECT MANAGEMENT TERMS

The following project management terms are used in this SOW. Since these terms may be used differently in other settings, these definitions are provided for clarity.

**Deployment Date(s)** refers to any date or range of dates when implementation, configuration, and training will occur. The deployment date(s) is subject to change based on equipment or resource availability and Customer readiness.

### COMPLETION CRITERIA

Motorola Integration Services are complete upon Motorola performing the last task listed in a series of responsibilities or as specifically stated in the deployment checklist. Certain Customer tasks, such as hardware installation activities identified in Section 1.9 of this SOW, must be completed prior to Motorola commencing with its delivery obligations. Customer will provide Motorola written notification that it does not accept the completion of Motorola responsibilities or rejects a Motorola service deliverable within five business days of task completion or receipt of a deliverable, whichever may be applicable.

Service completion will be acknowledged in accordance with the terms of the Agreement and the Service Completion Date will be memorialized by Motorola and Customer in a writing signed by both parties.

## PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

### MOTOROLA PROJECT ROLES AND RESPONSIBILITIES

A Motorola team, made up of specialized personnel, will be assigned to the project under the direction of the Motorola Project Manager. Team members will be multi-disciplinary and may fill more than one role. Team members will be engaged in different phases of the project as necessary.

In order to maximize efficiencies, Motorola's project team will provide services remotely via teleconference, web-conference, or other remote method in fulfilling its commitments as outlined in this SOW.

The personnel role descriptions noted below provide an overview of typical project team members. One or more resources of the same type may be engaged as needed throughout the project. There may be other personnel engaged in the project at the discretion of and under the direction of the Project Manager.

Motorola's project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations. Using experienced and dedicated people, industry-leading processes, and integrated software tools for effective project execution and control, we have developed and refined practices that support the design, production, and testing required to deliver a high-quality, feature-rich system.

#### **Project Manager**

A Motorola Project Manager will be assigned as the principal business representative and point of contact for Motorola. The Project Manager's responsibilities include the following:

- Host the Welcome/IT Call.
- Manage the Motorola responsibilities related to the delivery of the project.
- Coordinate schedules of the assigned Motorola personnel and applicable subcontractors/supplier resources.
- Manage the Change Order process per the Agreement.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Collaborative coordination of Customer resources to minimize and avoid project delays.
- Conduct remote status meetings on mutually agreed dates to discuss project status.
- Provide timely responses to issues related to project progress.

#### **System Technologists**

The Motorola System Technologists (ST) will work with the Customer project team on system provisioning. ST responsibilities include the following:

- Provide consultation services to the Customer regarding the provisioning and operation of the Motorola system.
- Provide provisioning and training to the Customer to set up and maintain the system.
- Complete the provisioning ownership handoff to the Customer.

- Complete the project-defined tasks as defined in this SOW.
- Confirmation that the delivered technical elements meet contracted requirements.
- Engagement throughout the duration of the delivery.

**Technical Trainer / Instructor**

The Motorola Technical Trainer / Instructor provides training either on-site or remote (virtual) depending on the training topic and deployment type purchased. Responsibilities include:

- Review the role of the Learning eXperience Portal ("LXP") in the delivery and provide Customer Username and Access Information.

**CUSTOMER PROJECT ROLES AND RESPONSIBILITIES OVERVIEW**

The success of the project is dependent on early assignment of key Customer resources. In many cases, the Customer will provide project roles that correspond with Motorola's project roles. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer's project team should be engaged from project initiation through beneficial use of the system. The continued involvement in the project and use of the system will convey the required knowledge to maintain the system post-completion of the project. In some cases, one person may fill multiple project roles. The project team must be committed to participate in activities for a successful implementation. In the event the Customer is unable to provide the roles identified in this section, Motorola may be able to supplement Customer resources at an additional price.

**Project Manager**

The Project Manager will act as the primary Customer point of contact for the duration of the project. The Project Manager is responsible for management of any third-party vendors that are the Customer's subcontractors. In the event the project involves multiple locations, Motorola will work exclusively with a single Customer-assigned Project Manager (the primary Project Manager). The Project Manager's responsibilities include the following:

- Communicate and coordinate with other project participants.
- Manage the Customer project team, including timely facilitation of efforts, tasks, and activities.
- Maintain project communications with the Motorola Project Manager.
- Identify the efforts required of Customer staff to meet the task requirements in this SOW and identified in the Welcome/IT Call.
- Consolidate all project-related questions and queries from Customer staff to present to the Motorola Project Manager.
- Approve a deployment date offered by Motorola.
- Monitor the project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one Application Administrator for the system and one or more representative(s) from the IT department.

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- Identify the resource with authority to formally acknowledge and approve change orders, completion of work, and payments in a timely manner.
- Provide building access to Motorola personnel to all Customer facilities where system equipment is to be installed during the project. Temporary identification cards are to be issued to Motorola personnel, if required for access to facilities.
- Ensure remote network connectivity and access to Motorola resources.
- Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Identify and manage project risks.
- Point of contact to work with the Motorola System Technologists to facilitate the training plan.

### **IT Support Team**

The IT Support Team (or Customer designee) manages the technical efforts and ongoing tasks and activities of their system. Manage the Customer-owned provisioning maintenance and provide required information related to LAN, WAN, wireless networks, server, and client infrastructure. They must also be familiar with connectivity to internal, external, and third-party systems to which the Motorola system will interface.

The IT Support Team responsibilities include the following:

- Participate in overall delivery and training activities to understand the software, interfaces, and functionality of the system.
- Participate with the Customer subject matter experts during the provisioning process and training.
- Authorize global provisioning choices and decisions, and be the point(s) of contact for reporting and verifying problems and maintaining provisioning.
- Obtain inputs from other user agency stakeholders related to business processes and provisioning.
- Implement changes to Customer owned and maintained infrastructure in support of the Evidence Management System installation.

### **Subject Matter Experts**

The Subject Matter Experts (SME or Super Users) are the core group of users involved with delivery analysis, training, and the provisioning process, including making global provisioning choices and decisions. These members should be experienced users in the working area(s) they represent (dispatch, patrol, etc.), and should be empowered to make decisions related to provisioning elements, workflows, and department policies related to the Evidence Management System.

### **General Customer Responsibilities**

In addition to the Customer Responsibilities stated elsewhere in this SOW, the Customer is responsible for the following:

- All Customer-provided equipment, including hardware and third-party software, necessary for delivery of the System not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, camera equipment and the like.
- Configuration, maintenance, testing, and supporting the third-party systems the Customer operates which will be interfaced to as part of this project.
- Communication between Motorola and Customer's third-party vendors, as required, to enable Motorola to perform its duties.

- Active participation of Customer SMEs in project delivery meetings and working sessions during the course of the project. Customer SMEs will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- Electronic versions of any documentation associated with the business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, Customer-provided, alternate remote conferencing solution.

## PROJECT PLANNING

A clear understanding of the needs and expectations of both Motorola and the Customer are critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of project-specific information in order to set clear project expectations and guidelines, and set the foundation for a successful implementation.

### WELCOME/IT CALL - TELECONFERENCE/WEB MEETING

A Project Planning Session teleconference will be scheduled after the Agreement has been executed. The agenda will include the following:

- Review the Agreement documents.
- Review project delivery requirements as described in this SOW.
- Provide shipping information for all purchased equipment.
- Discuss deployment date activities.
- Provide assigned technician information.
- Review IT questionnaire and customer infrastructure.
- Discuss which tasks will be conducted by Motorola resources.
- Discuss Customer involvement in provisioning and data gathering to confirm understanding of the scope and required time commitments.
- Review the initial project tasks and incorporate Customer feedback.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or contractors. Required fingerprints will be submitted on Motorola provided FBI FD-258 Fingerprint cards.
- Review the On-line Training system role in project delivery and provide Customer User Name and Access Information.
- Discuss Motorola remote access requirements (24-hour access to a secured two-way Internet connection to the Motorola system firewalls for the purposes of deployment, maintenance, and monitoring).
- Discuss Customer obligation to manage change among the stakeholder and user communities.
- Review deployment completion criteria and the process for transitioning to support.

### Motorola Responsibilities

- Host Welcome/IT Call.
- Request the attendance of any additional Customer resources that are instrumental in the project's success, as needed.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Provide Customers with steps to follow to register for Online Training.
- Request user information required to establish the Customer in the LXP.

## **Customer Responsibilities**

Complete the Online Training registration form and provide it to Motorola within ten business days of the Project Planning Session.

- Review the received (as part of order) and completed IT questionnaire.
- Provide a customer point of contact for the project.
- Provide data for completing the policy validation form.
- Provide LXP user information as requested by Motorola.
- Verify Customer Administrator(s) have access to the LXP.

## **Motorola Deliverables**

- Welcome Call presentation and key meeting notes
- Send an email confirming deployment date and ST assigned email
- Communicate with the Customer via email confirming shipment and tracking information.
- Instruct the Customer on How to Register for Training email.
- Provide and review the Training Plan.

# **SOLUTION PROVISIONING**

Solution provisioning includes the configuration of user configurable parameters (unit names, personnel, and status codes). The system will be provisioned using Motorola standard provisioning parameters and will incorporate Customer-specific provisioning.

## **IN-CAR VIDEO PROVISIONING SCENARIO**

If in-car video is a part of the system, the Motorola Application Specialist will complete the following provisioning tasks.

### **Motorola Responsibilities**

- Conduct a remote review of the standard provisioning database with the Customer prior to the start of provisioning.
- Provide and review the Provisioning Export Worksheets with the Customer.
- Conduct a conference call with the Customer to review the completeness of the Provisioning Export Worksheets prior to the start of provisioning.

## **BODY WORN CAMERA PROVISIONING SCENARIO**

If body worn cameras are a part of the system, the provisioning of the in-car system will generally follow the completion of the base in-car video provisioning.

### **Motorola Responsibilities**

Configure transfer stations for connectivity to the evidence management server.

- Configure devices within the evidence management system.
- Check out devices and create a test recording.

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- Verify successful upload from devices after docking back into the transfer station or USB dock.

## SOFTWARE INSTALLATION

### REMOTE SOFTWARE INSTALLATION

Client software will be installed one workstations and up to 5 mobile devices to facilitate provisioning training to Customer personnel. Customer will complete software installation on the remaining workstations and cameras.

#### **Motorola Responsibilities**

- Verify system readiness.
- Request client software.
- Deliver the pre-installation preparation checklist.
- Provide instruction on client software installation and install client software on one workstation and up to five mobile devices.
- Provide instruction on client software deployment utility.

#### **Customer Responsibilities**

- Provide and install workstation/mobile device hardware in accordance with specifications.
- Assign personnel to observe software installation training.
- Complete installation of client software on remaining workstations and mobile devices.
- Access online training resources identified in the Welcome/IT Call.

#### **Motorola Deliverables**

- Provide a pre-installation preparation checklist.
- Installation Guide.
- Provide training overviews on hardware/software and system administration for customers during deployment dates.

## INFRASTRUCTURE VALIDATION

Hardware will be installed on the network to facilitate provisioning, testing, and will be used to provide instruction to Customer personnel after the complete software installation.

#### **Motorola Responsibilities**

- Verify that the server is properly racked and connected to the network.
- Verify that access points are properly installed and connected to the network.
- Verify that transfer stations are connected to the network and configured.

#### **Customer Responsibilities**

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- Verify that the server network has access to the internet for software installation and updates.
- Verify that the network routing is correct for the transfer stations and access points to communicate with the server.
- Verify that the client computers can access the server on the required ports.

## **HARDWARE INSTALLATION**

Physical installation of hardware (i.e. servers, cameras, Access Points, WiFi docs, etc.) is not included in the standard scope of the solution. If a custom quote for installations is included in this purchase, Motorola will manage the subcontractor and their deliverables as part of this SOW. Customers who perform or procure their own installations assume all installation responsibilities including cost, oversight and risk.

## **SYSTEM TRAINING**

Motorola training consists of both computer-based (online) and instructor-led (on-site or remote). Training delivery methods vary depending on course content. Self-paced online training courses, additional live training, documentation, and resources can be accessed and registered for on the Motorola's LXP.

### **ONLINE TRAINING**

Online training is made available to the Customer via Motorola's LXP. This subscription service provides the Customer with continual access to our library of online learning content and allows users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. This training modality allows the Customer to engage in training when convenient.

A list of available online training courses can be found in the Training Plan.

### **Motorola Responsibilities**

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of the LXP for the Customer.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During on-boarding, assist the Customer with LXP usage by providing training and job aids as needed.
- Create and maintain user role Learning Paths defined by the Customer.
- Install security patches when available.
- Provide technical support for user account and access issues, base system functionality, and Motorola Solutions-managed content.
- Monitor the Learning Subscription server. Provide support for server incidents.

### **Customer Responsibilities**

- Provide user information for the initial creation of accounts.
- Provide network and internet connectivity for the Customer's users to access the LXP.
- The customer's primary LXP administrator should complete the following self-paced training: LXP Introduction online course (LXP0001), LXP Primary Site Administrator Overview online course (LXP0002), and LXP Group Administrator Overview (LXP0003)
- Advise agency learners of the availability of training via the LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Order and maintain subscriptions to access Motorola's LXP.

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- Contact Motorola Solutions to engage Technical Support when needed.

**Motorola Deliverables**

- LXP Enable

**INSTRUCTOR-LED TRAINING (ONSITE AND REMOTE)**

A list of Instructor-Led and Virtual Instructor-Led courses can be found in the Training Plan.

**Motorola Responsibilities**

- Deliver User Guides and training materials in electronic .PDF format.
- Perform training in accordance with the Training Plan.
- Provide Customer with training Attendance Rosters and summarize any pertinent observations that may impact end user training.

**Customer Responsibilities**

- Supply classrooms with a workstation for the instructor (if Onsite) and at least one workstation for every student based on the requirements listed in the Training Plan.
- Designate training representatives who will work with the Motorola trainers in the delivery of training.
- Conduct end user training in accordance with the Project Schedule.

**Motorola Deliverables**

- Electronic versions of User Guides and training materials.
- Attendance Rosters.
- Technical Training Catalog.

**FUNCTIONAL VALIDATION AND PROJECT CLOSURE**

The objective of Functional Validation is to demonstrate the features and functions of the system in the Customer's provisioned environment. The functional demonstration may not exercise all functions of the system, if identified as not being applicable to the Customer's operations or for which the system has not been provisioned. The functional demonstration is a critical activity that must occur following the completion of provisioning.

**Motorola Responsibilities**

- Conduct a power on functional demonstration of the installed system per the deployment checklist
- Manage to resolution any documented punch list items noted on the deployment checklist.
- Provide trip report outlining all activities completed during the installation as well as outstanding follow up items
- Provide an overview of the support process and how to request support.
- Walk through support resources, web ticket entry and escalation procedures.
- Provide a customer survey upon closure of the project.

**Customer Responsibilities**

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- Witness the functional demonstration and acknowledge its completion via signature on the deployment checklist.
- Participate in prioritizing the punch list.
- Coordinate and manage Customer action as noted in the punch list.
- Provide signatory approval on the deployment checklist providing Motorola with final acceptance.
- Complete Customer Survey.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**AUGUST 15, 2023 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE REQUEST FOR PROPOSALS – ♦ RESOLUTION GILES RD REHABILITATION & WIDENING PHASE 1	ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared authorizing a Request for Qualifications & Proposals for consulting engineering services necessary to design and construct the Giles Road Rehabilitation and Widening, Phase 1, I-80 Eastbound to 120<sup>th</sup> Street project.

**FISCAL IMPACT**

The FY23/FY24 Biennial Budget provides funding for this project.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The Giles Road corridor in the area of the Southport continues to see a rapid growth in transportation demand due to the development of the west side of the city, adjacent municipalities, SIDs, and the County as a whole. As this growth continues to add to the congestion of the Giles Road corridor, it is imperative that capacity improvements be made over time, to which the first phase as identified by staff is the section of Giles Road from I-80 Eastbound On/Offramps to the bridge crossing of the BNSF Railroad just west of 120<sup>th</sup> Street.

The following schedule is proposed:

Out to Publish	August 23, 30, and September 6, 2023
Receive Proposals	Until September 15, 2023 @ 12:00 pm
City Council Authorize Agreement	October 17, 2023

Upon successful authorization of the agreement the selected consultant will begin design work with the anticipation of construction to begin sometime in 2024, with project completion anticipated in late 2025. A copy of the RFP is attached.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE REQUEST FOR PROPOSALS FOR GILES ROAD REHABILITATION AND WIDENING PHASE 1.

WHEREAS, the Mayor and Council have determined that pavement rehabilitation and widening services are necessary; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for this project; and

WHEREAS, proposals will be due September 15, 2023;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby authorize the request for proposals for Giles Road Rehabilitation and Widening Phase 1.

PASSED AND APPROVED THIS 15TH DAY OF AUGUST 2023.

CITY OF LA VISTA

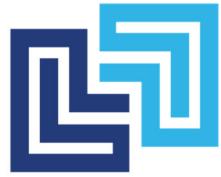
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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk



REQUEST FOR PROPOSALS  
FOR  
CONSULTING ENGINEERING SERVICES  
FOR  
DESIGN & CONSTRUCTION PHASE  
OF  
GILES ROAD REHABILITATION AND WIDENING  
PHASE 1  
I-80 EASTBOUND TO 120<sup>TH</sup> STREET

CITY OF LA VISTA, NEBRASKA

PROPOSALS DUE 12:00 PM, FRIDAY, SEPTMEBER 15, 2023 to:

Pam Buethe  
La Vista City Clerk  
8116 Park View Boulevard  
La Vista, NE 68128

## **PURPOSE**

The City of La Vista, Nebraska (City) is hereby soliciting consultant proposals for professional services to provide design and construction phase services for the proposed roadway rehabilitation and widening of Giles Road from Interstate 80 Eastbound on/off ramps to 120<sup>th</sup> Street for the City of La Vista, inclusive of traffic signal and/or intersection improvements of the intersections of Giles Road and following cross streets: the Interstate I-80 Eastbound On/Offramps; Southport Parkway; and West Giles Road/Eastport Parkway. This request invites qualified consultants to submit proposals for accomplishment of the work described below under Scope of Services. Once the firm is selected, a contract will be negotiated based upon a mutually agreed upon scope of services. This project is locally funded and does not involve federal aid.

## **PROJECT DESCRIPTION**

Provide professional engineering and surveying services to prepare opinions of construction costs, preliminary design, final design, and construction phase services for the rehabilitation of existing full depth concrete surfacing, construction of additional travel lanes, auxiliary turn lanes, traffic signal improvements, drainage improvements, bicycle/pedestrian improvements, and utility coordination efforts on Giles Road from Interstate 80 Eastbound on/off ramps to 120<sup>th</sup> Street. The site map is attached herewith as Exhibit "A" for the proposed work.

## **SCOPE OF SERVICES**

- Perform topographic survey of the project extents, inclusive of existing utilities, traffic control devices, roadway lighting, and roadway striping within the project ROW, extending out 100' past the edge of ROW. Intersection topographic survey may be required to extend several hundred feet from the Giles Road edge of traveled way.
- Coordinate with existing and proposed private and public utilities within the project corridor. Incorporate a Status of Utilities Report within the project plans and specifications to resolve any conflicts and/or relocations. Anticipate two (2) utility coordination meetings.
- Obtain subsurface soils investigation and provide geotechnical recommendations related to construction of the proposed pavement rehabilitation treatments and lane widening. Analyze pavement cores from subsurface investigations to attempt to identify potential rehabilitation solutions. Anticipate 10 pavement cores within the project area.
- Review all available reports, plans, maps and studies that the City has available for the project area and incorporate relevant information from such documents into the design work for the contemplated improvements. Portions of the "*Giles Road Corridor Study, Harrison Street to South 96<sup>th</sup> Street*" dated September 30, 2022, can also be made available by formal request for review by prospective firms.
- Meet with the City for the purpose of discussing designs, options, construction schedules, phasing relative to traffic control, permitting, alternatives and costs. Anticipate up to three (3) progress meetings with the City.

- Prepare an opinion of probable construction costs based upon the design plans including engineering fees for design and construction phase services. The costs should include geotechnical investigations and/or any permitting requirements for the proposed construction areas.
- Prepare preliminary plans and specifications of the proposed rehabilitation treatments and/or improvements, inclusive of traffic signal improvements, signal coordination and/or networking/interconnection improvements, luminaire lighting relocations and/or improvements, bicycle/pedestrian mobility improvements, stormwater improvements, and/or other improvements as further determined. Preliminary plans shall contain proposed vertical and horizontal alignments, typical cross sections, proposed construction limits and right of way limits. Preliminary plans shall also contain signal improvements, inclusive of traffic signal head configurations and/or other pertinent traffic control devices.
- If determined necessary, perform Right-of-Way services for the acquisition of Right-of-Way parcels, Permanent and/or Temporary Easement(s), or other potential Right-of-Way requirements for the project. Provide Tract Maps, Legal Descriptions, and/or other documentation necessary as necessary to for the City to pursue said Right-of-Way.
- Prepare a Traffic Impact Analysis in coordination with the Nebraska Department of Transportation and/or Federal Highway Administration for a potential dual lane to single lane merge from westbound/northbound Giles Road to EB I-80 onramp to ensure the addition of the westbound/northbound travel lane increases the lane utilization of westbound/northbound Giles Road without adversely impacting the operations of the eastbound I-80 onramp.
- Prepare a temporary traffic control plan and phasing plan for proposed improvements and coordination with other agencies and related projects. Project is anticipated to begin in 2024 and be completed in the winter of 2025.
- Provide other durability and life extending recommendations for rehabilitation treatments as applicable.
- Provide public outreach and communication services and recommendations. Anticipate a minimum of two (2) public meetings, one (1) stakeholder meeting, and one (1) City Council presentation.
- Prepare final plans and specifications. Final plans shall include additional details such as complete set of project cross sections, construction and removal plans, joints and grades, utilities coordination, traffic control, construction phasing, quantities and bid items. The 2020 or most current Edition of the City of Omaha Standard Specifications for Public Works Construction and/or the 2017 or most current Edition of the Nebraska Department of Transportation Standard Specifications for Highway Construction shall be utilized.
- Finalize the plans and specifications for bidding purposes based upon review comments provided by the City. Prepare an updated opinion of probable construction costs based upon the finalized plans and specifications.

- Construction phase engineering services will be provided by the selected engineering firm and will be negotiated via agreement amendment after receipt of bids for the construction work.

## PROJECT SCHEDULE

All firms submitting proposals must be prepared to initiate work on this project immediately upon Notice to Proceed. The selected firm must be able to complete the services in time to solicit bids in the Spring/Summer of 2024 for potential construction to begin within the 2024 construction season, to which the project is anticipated to be completed in the Winter of 2025. Only those firms able to perform the necessary work activities within this schedule should respond to this RFP.

## PROPOSAL REQUIREMENTS

In order to facilitate review of the project proposals by the City of La Vista, the following information must be included in the proposal in the order listed:

1. A letter of interest not to exceed 2 pages. This needs to identify the primary and secondary contact persons with phone and e-mail contact information.
2. The body of the proposal (Project Understanding and Approach) shall be limited to fifteen (15) pages, 8-1/2" by 11" single sided and up to five (5) additional pages, 11" by 17" single sided.
3. Listing of organization(s) included in the Project Team. This discussion should include the primary areas of responsibility of each team member and an estimated proportion of the total contract work to be performed by each team member/firm.
4. A listing of similar work performed within the last 3-years to include dollar value, project description, project team, and contacts for project owners. Each project description (maximum of four (4) allowed) will be limited to one single sided page.
5. A maximum of 2 pages of additional supportive material such as charts, tables, or photos.
6. The names of key personnel, qualifications, experience and the proposed project manager shall be provided. This should include a discussion of similar projects the key personnel and project manager have worked on. The availability of the key personnel and their redundancy to work on this project needs to be set forth in the Proposal.
7. A project schedule outlining the time frame and estimated completion date of each major task outlined in the project approach section. The project schedule should include estimated dates for deliverable products throughout the course of the design period.
8. Submit five (5) bound copies of the Proposal and one (1) digital submittal containing a pdf copy of the Proposal.
9. Provide proof of professional liability insurance in the amount of not less than \$5,000,000.

10. A separate sealed fee estimate submittal. Include a spreadsheet identifying personnel, hourly rates, project responsibilities, and estimated amount of time expected for each phase expressed in person-hours. Budget is to be presented as a not-to-exceed figure with all overhead and expenses included. The terms on payment, based on monthly billings to the City, should be outlined.

**NOTES:**

Due to the nature of the services sought, evaluation of proposals will in large part be subjective. Award of a contract will be based on a number of factors. The City reserves the right to accept any proposal in whole or in part and to reject any and all proposals, to waive irregularities and to negotiate and revise terms with proposers without notice to other proposers.

**SELECTION CRITERIA**

Proposals will be reviewed, evaluated, and ranked by an internal review committee. The review committee will evaluate and score the proposals to determine the consultant best qualified for the project. Review committee may shortlist potential firms for interviews, if necessary, likely in late September or early October. Once a firm/team is selected, negotiations will be held to establish a scope and fee for the project. In the event an agreement is not reached, then negotiations will take place with other consultants in the order of ranking if needed. Negotiations are anticipated to occur during in early October. The selection criteria, including their relative importance are:

Criteria	Point Range
1. Project Understanding and Approach	0 - 20
2. Project Team Qualification and Experience	0 - 20
3. Past Performance for La Vista and/or Other Agencies	0 - 20
4. Staffing Availability and Ability to Meet Time Requirements	0 - 20
5. Identification of Project Threats and/or Opportunities	0 - 20
<b>Total Points (Maximum)</b>	<b>100</b>

**PROTOCOL**

Proposals must be to Pam Buethe, City of La Vista City Clerk, 8116 Park View Boulevard, La Vista, NE 68128 no later than 12:00 pm, Friday, September 15, 2023. No exceptions to this deadline will be given. Please provide the required copies of your proposal in an envelope or other sealed container clearly marked on the exterior as containing "Proposal for Engineering

Consulting Services, Giles Road Rehabilitation and Widening, Phase 1, I-80 EB to 120<sup>th</sup> Street".

Firms interested in submitting proposals should contact Pat Dowse, City Engineer, City of La Vista Public Works Department, 9900 Portal Road, La Vista, NE (402) 331-8927, or [pdowse@cityoflavista.org](mailto:pdowse@cityoflavista.org) for any additional questions regarding the project.

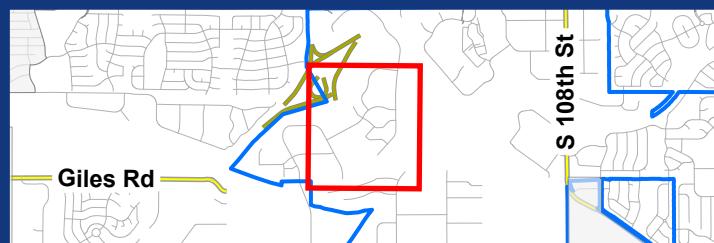
Proposals must remain firm for sixty (60) days from the proposal due date. City of La Vista reserves the right to refuse any or all proposals and to waive technicalities in order to accept proposals that may be in the best interest of the City of La Vista, at its sole discretion.

The consultant, with regard to the services performed by it during the project, shall not discriminate on the grounds of race, color, national origin, sex, age and disability/handicap including selection of sub-consultants.

END OF RFP



## Exhibit A - Phase 1 Giles Road Rehabilitation & Widening Boundary



### I-80 Eastbound to 120th Street Legend

Rehabilitation & Widening

