

LA VISTA CITY COUNCIL MEETING AGENDA

January 21, 2025

6:00 p.m.

Harold "Andy" Anderson Council Chamber

La Vista City Hall

8116 Park View Blvd

- **Call to Order**
- **Pledge of Allegiance**
- **Announcement of Location of Posted Open Meetings Act**

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 January 7, 2025 City Council Meeting
3. Approval of the Minutes of the January 9, 2025 Library Advisory Board Meeting
4. Approval of the Minutes of the November 11, 2024 Annual Condo Board Meeting
5. Monthly Financial Reports – December 2024
6. Request for Payment – Alvine and Associates, Inc. – Professional Services – Central Park Lighting – \$1,500.00
7. Request for Payment – RDG – Professional Services – Wayfinding Signs – \$4,950.00
8. Request for Payment – Western Engineering Co. – Professional Services – 2024 Overlay Project – Granville East – \$39,236.68
9. Request for Payment – TitleCore National – Professional Services – 84th Street Trail – \$2,200.00
10. Request for Payment – HGM Associates Inc. – Professional Services – East La Vista Sewer and Pavement Rehabilitation - \$48,506.68
11. Approval of Claims

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

B. Presentation – Library Space Needs Study

C. Presentation – Municipal Campus Planning

D. Approval of Class C Liquor License Application – Mama's Pizza of Omaha, Inc. dba Mama's Pizza

1. Public Hearing
2. Resolution

E. Ordinance – Amend Master Fee Ordinance

F. 84th Street Redevelopment Area Tax Increment Financing Resolution Amendment – Part of Mixed Use Redevelopment Project (Action on this item will be taken by the La Vista Community Development Agency)

1. Resolution – Amend Resolution No. 25-008 Authorizing Tax Increment Revenue Note (La Vista City Centre Hotel Project) Series 2025

G. Resolution – Renewal of Interlocal Agreement – Law Enforcement Training Academy

H. Resolution – Amend City Personnel Policy and Procedures Manual

I. Resolution – Authorize Purchase – Vehicle Locator System

J. Resolution – Authorize Purchase – Ballistic Shields

K. Resolution – Declare Equipment Surplus

- **Comments from the Floor**

- **Comments from Mayor and Council**

- **Adjournment**

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

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MINUTE RECORD

A-2

No. 729 — REDFIELD DIRECT E2106195KV

LA VISTA CITY COUNCIL MEETING January 7, 2025

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:00 p.m. on January 7, 2025. Present were Councilmembers: Frederick, Ronan, Thomas, Quick, Sell, Hale and Wetuski. Also in attendance were City Attorney McKeon, City Administrator Ramirez, City Clerk Carl, Director of Administrative Services Pokorny, Chief of Police Schofield, Director of Public Works Soucie, Community Development Director Fountain, Library Director Barcal, Finance Director Harris, Human Resources Director Lowery, Recreation Director Buller and City Engineer Dowse.

A notice of the meeting was given in advance thereof by publication in the Sarpy County Times on December 25, 2024. Notice was simultaneously given to Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

**APPOINTMENT – JOE SOUCIE, JR – CLASS A, LICENSE S-1046, AS AN
EMPLOYED STREET SUPERINTENDENT DURING JANUARY 1 THRU DECEMBER
31, 2025, FOR THE PURPOSE OF THE 2025 CALENDAR YEAR HIGHWAY
INCENTIVE PAYMENT, TO BE ISSUED TO THE CITY BY THE NEBRASKA
DEPARTMENT OF TRANSPORTATION, IN FEBRUARY 2026.**

Mayor Kindig stated, with the approval of the City Council, he would like to appoint Joe Soucie, Jr, Class A, License S-1046, as an employed street superintendent during January 1 thru December 31, 2025, for the purpose of the 2025 calendar year Highway Incentive Payment, to be issued to the city by the Nebraska Department of Transportation, in February 2026. Councilmember Thomas motioned the approval, seconded by Councilmember Quick. Councilmembers voting aye: Frederick, Ronan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: Sheehan. Motion carried.

A. CONSENT AGENDA

- 1. APPROVAL OF THE AGENDA AS PRESENTED**
- 2. APPROVAL OF THE MINUTES OF THE DECEMBER 17, 2024 CITY COUNCIL**
- 3. REQUEST FOR PAYMENT – TITLECORE NATIONAL – PROFESSIONAL
SERVICES – 84TH STREET TRAIL – \$825.00**
- 4. REQUEST FOR PAYMENT – BENESCH – PROFESSIONAL SERVICES – GILES
ROAD WIDENING – \$1,044.00**
- 5. REQUEST FOR PAYMENT – VIXEN CONSTRUCTION LLC – PROFESSIONAL
SERVICES – POOL DEMOLITION – \$13,305.50**
- 6. REQUEST FOR PAYMENT – MACKIE CONSTRUCTION – CONSTRUCTION
SERVICES – LOT 12 LVCC PARKING LOT – \$160,832.51**
- 7. REQUEST FOR PAYMENT – VALLEY CORPORATION – PROFESSIONAL
SERVICES – CENTRAL PARK LIGHTING PROJECT – \$117,570.54**
- 8. REQUEST FOR PAYMENT – NL & L CONCRETE, INC – CONSTRUCTION
SERVICES – EAST LA VISTA SEWER AND PAVEMENT REHABILITATION –
\$132,789.00**
- 9. RESOLUTION NO. 25-001 – AUTHORIZE PAYMENT – SADLER ELECTRIC –
EAST LA VISTA TRAFFIC SIGNAL REPAIR**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING PAYMENT TO SADLER ELECTRIC, OMAHA, NEBRASKA FOR TRAFFIC SIGNAL REPAIRS IN AN AMOUNT NOT TO EXCEED \$7,893.53.

WHEREAS, the City Council of the City of La Vista has determined that traffic signal repairs are necessary; and

WHEREAS, the FY25/FY26 Biennial Budget provides funding for the repairs; 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.

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NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska authorize payment to Saddler Electric, Omaha, Nebraska for traffic signal repairs at the intersection of 72nd Street and Josephine Street in an amount not to exceed \$7,893.53.

10. APPROVAL OF CLAIMS

1000 BULBS, maint	1,428.25
AA WHEEL/TRUCK SPLY, maint	5.88
ABM, services	14,530.35
ACTION BATTERIES, supplies	338.57
ACTIVE NETWORK, services	106.99
ADP, payroll & taxes	445,027.32
AKRS EQUIP, maint	3,337.33
ALFRED BENESCH, services	15,291.75
ALLEN, J, training	262.00
AMAZON, supplies	2,076.31
AM HERITAGE LIFE INS, services	463.59
ARNOLD MOTOR, maint	1,291.65
ASCAP, services	445.00
AT&T, phones	98.48
AVERY RENTS, services	1,391.00
BADGER BODY, maint	185.00
BATTERIES PLUS, supplies	83.20
BCDM ARCH, services	2,000.00
BGNE, maint	559.32
BISHOP BUS EQUIP, services	57.43
BOK FINANCIAL, services	2,088,450.00
BOOT BARN, apparel	2,150.71
BRITE IDEAS, services	1,896.00
CENTURY LINK, phones	1,030.88
CINTAS, services	212.16
CITY OF OMAHA, services	309,282.87
CITY OF PAPILLION, services	20,418.50
CITY OF PAPILLION - MFO, services	246,596.00
COLONIAL LIFE, services	2,089.20
COX, services	897.03
CULLIGAN, services	13.00
DATASHIELD, services	140.00
DEARBORN NAT'L LIFE INS, services	9,266.71
DLR GROUP, services	13,142.12
DULTMEIER, maint	36.70
EDGEWEAR SCREEN PRINT, apparel	550.75
EJS SUPPLY, maint	6,929.01
FAC PRINT & PROMO, services	144.00
FIKES COMM HYGIENE, bldg & grnds	33.00
FIRST RES OUTFITTERS, apparel	3,165.30
FITZGERALD SCHORR, services	27,494.84
FNIC, services	6,725.75
FOP, payroll/dues	4,430.00
FRIEDRICH, J, training	262.00
GENERAL FIRE/SAFETY, bldg & grnds	588.75
GRAINGER, maint	23.59
GREAT PLAINS COMM, phones	1,085.24
GREATAMERICA FINANCIAL, services	1,833.58
GREGG YOUNG CHEVY, maint	822.75
GREGOR, RONALD, services	2,025.00

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HOME DEPOT, supplies	19.01
HONEYMAN RENT-ALL, services	4,369.46
HY-VEE, supplies	53.93
INGRAM LIBRARY SVCS, books	380.91
J & J SMALL ENGINE, maint	856.55
JOHANNSEN, A, training	262.00
KELLER, R, supplies	525.00
KIMBALL MIDWEST, maint	345.86
LABRIE, DONALD, services	375.00
LINCOLN NAT'L LIFE INS, services	7,254.25
LOWE'S, supplies	510.15
MCNEIL, J, training	720.00
MEDICA INS, services	157,703.13
MENARDS, supplies	1,457.47
METLIFE, services	1,123.00
METRO AREA TRANSIT, services	878.00
MUD, utilities	5,289.71
MICHAEL TODD CO, maint	718.10
MID-AMERICAN BENEFITS, services	10,855.68
MIDWEST PLASTICS, maint	71.38
MIDWEST TURF, maint	187.99
MISSIONSQUARE RETIRE, services	72,911.56
MSC INDUSTRIAL, maint	138.48
MURPHY TRACTOR, maint	78.73
NE ARBORISTS ASSOC, membshp	75.00
NE STATE FIRE MARSHAL, services	120.00
OFFICE DEPOT, supplies	214.86
OPPD, utilities	47,121.81
OWH, services	188.79
O'REILLY AUTO, supplies	510.00
PAPILLION SANITATION, services	3,926.67
PARRIOTT, J, training	158.00
PER MAR SECURITY, services	210.49
PERINA, DANIEL, services	400.00
PITNEY BOWES, services	248.97
PITNEY BOWES, postage	1,674.00
POINT C HEALTH, services	8,750.29
POLICE & FIREMEN'S INS, services	575.64
POMP'S TIRE, maint	3,098.40
PRINTCO GRAPHICS, services	4,062.22
RED EQUIP, maint	11,221.34
SCHIMBERG CO, bldg & grnds	2.01
SESAC, services	610.00
SHI INTERNAT'L, services	55,659.67
SI ED/GOV SALES, supplies	89.27
SIGN IT, services	35.00
SORENSEN SOD, supplies	2,428.90
SOUTHERN ALUMINUM, supplies	18,071.00
SPORTS FACI MAINT, services	4,096.00
STEVEN M. RATHMAN, services	320.00
SUNSET LAW ENFORC, supplies	4,024.50
TED'S MOWER, maint	126.72
THE STEPPE CENTER, services	750.00
TITLECORE NAT'L, services	275.00
TY'S OUTDOOR POWER, maint	766.00

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U.S. CELLULAR, phones	1,167.89
UBT, services	100.00
UPS, services	13.98
UNMC, services	732.00
VAL VERDE ANIMAL HOSP, services	196.20
VAN-WALL, supplies	135.57
VERIZON, phones	445.97
VERMEER HIGH PLAINS, maint	267.97
VIXEN CONSTRUCT, services	74,964.50
WELDON PARTS, supplies	2,716.57
WESTLAKE HARDWARE, supplies	25.96
WASTE MGMT, services	278.09

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

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

City Administrator Ramirez gave an update on the Reflection Plaza.

Library Director Barcal gave a GED report.

B. CITIZEN ADVISORY REVIEW COMMITTEE – EDP REPORT

1. PUBLIC HEARING

At 6:06 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for comment on the Citizen Advisory Review Committee - EDP Report. Mike Narak presented the report.

At 6:07 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: Sheehan. Motion carried.

C. RESOLUTION – LA VISTA ACTIVE MOBILITY PLAN

Councilmember Thomas introduced and moved for the adoption of Resolution No. 25-002 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO ADOPT THE LA VISTA ACTIVE MOBILITY PLAN.

WHEREAS, the City of La Vista is committed to improving the quality of life for its residents by fostering a safe and healthy community; and

WHEREAS, the La Vista Active Mobility Plan has been developed in collaboration with community stakeholders, residents, partnering local agencies, and transportation experts to outline a comprehensive strategy for enhancing active transportation infrastructure and accessibility within the City; and

WHEREAS, on December 18, 2025 the Park and Recreation Advisory Board reviewed the La Vista Active Mobility Plan and voted to recommend approval and adoption to the City Council; and

WHEREAS, on December 5, 2025 the Planning Commission held a public hearing on the La Vista Active Mobility Plan and recommended adoption of the plan and incorporation of the plan into the Comprehensive Development Plan;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby adopt the La Vista Active Mobility Plan.

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January 7, 2025

No. 729 — REDFIELD DIRECT E2106195KV

Seconded by Councilmember Frederick. Associate City Planner Broderson answered questions about the Thompson Creek Trail. Councilmember Thomas amended his motion to include all five alternatives presented for the Thompson Creek Trail be included in the plan. Councilmember Frederick amended his second to include the change. Councilmembers voting aye: Frederick, Ronan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: Sheehan. Motion carried.

D. REDEVELOPMENT PLAN – 84TH STREET REDEVELOPMENT AREA – PROPOSED AMENDMENT NO. 4

1. PUBLIC HEARING

At 6:23 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for comment on the Redevelopment Plan – 84th Street Redevelopment Area – Proposed Amendment No. 4. Deputy Community Development Director Solberg introduced this item and Chris Erickson with City+Ventures gave a presentation.

At 6:34 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Wetuski. Councilmembers voting aye: Frederick, Ronan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: Sheehan. Motion carried.

2. RESOLUTION – RECOMMEND REDEVELOPMENT PLAN AMENDMENT NO. 4 TO THE CITY COUNCIL (ACTION ON THIS ITEM WILL BE TAKEN BY THE LA VISTA COMMUNITY DEVELOPMENT AGENCY)

Councilmember Thomas introduced and moved for the adoption of Resolution No. 25-003 entitled: A RESOLUTION OF THE LA VISTA COMMUNITY DEVELOPMENT AGENCY ADOPTING AND RECOMMENDING AMENDMENT NO. 4 TO THE REDEVELOPMENT PLAN FOR THE 84TH STREET REDEVELOPMENT AREA PURSUANT TO NEBRASKA STATUTES, SECTIONS 18-2101 THROUGH 18-2157.

NOW THEREFORE, BE IT RESOLVED that the Mayor and City Council, as the governing body of the La Vista Community Development Agency, ("Agency") do hereby find, determine, declare and approve as follows:

I. FINDINGS. The Mayor and City Council hereby find and determine as follows:

- A.** The La Vista Comprehensive Plan, Updated December 2018, as amended October 15, 2024 ("Comprehensive Development Plan" or "Comprehensive Plan") is the general plan for the development of the City as a whole as amended.
- B.** The Mayor and City Council in 2012 after satisfying all applicable requirements declared the 84th Street Redevelopment Area as a substandard and blighted area in need of redevelopment ("Redevelopment Area").
- C.** To eliminate and prevent recurrence of the substandard and blighted area and upon public hearings and recommendations of the Agency and Planning Commission, the City, following public hearings, approved a Redevelopment Plan "84th Street Redevelopment Area" in 2013 ("2013 Redevelopment Plan"), Amendment No. 1 to the Redevelopment Plan in 2016, Amendment No. 2 in 2020, and Amendment No. 3 in 2024 (such 2013 Redevelopment Plan, as amended by Amendment No. 1, Amendment 2 and Amendment No. 3, is referred to herein as "Redevelopment Plan"), which among other things included and further refined a mixed-use redevelopment project and a public improvement redevelopment project within the Redevelopment Area.
- D.** Following public hearings and recommendations of the Planning Commission, the Comprehensive Development Plan at each point described in "C" above was contemporaneously amended to incorporate the 2013 Redevelopment Plan, Amendment No. 1, Amendment No. 2 and Amendment No. 3, and accordingly the 2013 Redevelopment Plan, Amendment No. 1, Amendment No. 2, Amendment No. 3, and the Redevelopment Plan as amended, each was in conformity with the Comprehensive Development Plan and general plan for development of the City as a whole.

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E. Proposed "Redevelopment Plan for the 84th Street Redevelopment Area – Amendment No. 4" is presented at this meeting as prepared or caused to be prepared by the Agency ("Amendment No. 4"), to provide further specification with respect to certain improvements and applicable provisions of the Mixed Use Redevelopment Project or Public Improvement Redevelopment Project within the Redevelopment Area. Amendment No. 4 shall supersede and control over any provisions of the Redevelopment Plan to the extent any provision of such Redevelopment Plan is inconsistent with Amendment No. 4, and all provisions of such Redevelopment Plan are deemed revised, modified, and amended to be consistent with the provisions of Amendment No. 4. Terms and conditions of the Redevelopment Plan shall continue in effect except as modified by Amendment No. 4.

F. The Agency, in recommending and adopting the 2013 Redevelopment Plan, designated the substandard and blighted 84th Street Redevelopment Area as appropriate for one or more renewal projects (redevelopment projects pursuant to applicable State Statutes as amended), which designation the Agency ratified and affirmed in Amendment No. 1, Amendment No. 2 and Amendment No. 3, and hereby ratifies and affirms in connection with recommendation and adoption of Amendment No. 4. Accordingly, the 84th Street Redevelopment Area is a community redevelopment area, and all works and undertakings in such Area pursuant to Amendment No. 4, the Redevelopment Plan, Mixed Use Redevelopment Project, Public Improvement Redevelopment Project, or Neb. Rev. Stat. Sections 18-2101 through 18-2157 ("Community Development Law") constitute one or more redevelopment projects. Furthermore, the Agency, in recommending and adopting Amendment No. 1, designated the 84th Street Redevelopment Area, which does not exceed 600 acres, as eligible for imposition of an occupation tax, which designation the Agency ratified and affirmed in connection with recommendation and adoption of Amendment No. 2 and Amendment No. 3 and hereby ratifies and affirms in connection with recommendation and adoption of Amendment No. 4 and may be carried out from time to time in one or more actions, enhanced employment area(s), and occupation taxes as determined and approved by the City.

G. City Staff proposes by separate action of the Mayor and City Council on behalf of the City an amendment to the Comprehensive Development Plan to incorporate Amendment No. 4, as finally approved, into the City's Comprehensive Development Plan ("Proposed Comprehensive Plan Amendment").

H. The proposed modification of the Redevelopment Plan as represented in Amendment No. 4 and Redevelopment Plan as amended:

1. Is for one or more community redevelopment areas, or redevelopment projects, which conforms to the general plan for the development of the City as a whole, as set forth in the City's Comprehensive Development Plan, subject to City Council approval of the Proposed Comprehensive Plan Amendment, and is sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements and rehabilitation as may be proposed to be carried out in the community redevelopment area, zoning and planning changes, if any, land uses, maximum densities, and building requirements, and
2. Is sufficiently complete to indicate its relationship to definite local objectives as to appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities and other public improvements, and the proposed land uses and building requirements in each redevelopment project area, and
3. Includes among other things:
 - a. The boundaries of each redevelopment project area, with a map showing the existing uses and condition of the real property therein,
 - b. A land-use plan showing proposed uses of each area,

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- c. Information regarding standards of population densities, land coverage and building intensities in each area after redevelopment,
- d. A statement of the proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, or building codes and ordinance.
- e. A site plan of each area,
- f. A statement as to the kind and number of additional public facilities or utilities which will be required to support the new land uses in each area after redevelopment, and
- g. A proposal for the designation of an enhanced employment area as provided in Amendment No. 2. No additional or different designation of enhanced employment area or determination is made in connection with Amendment No. 4.

I. The Agency submitted said Amendment No. 4 to the Planning Commission of the City of La Vista for review and recommendations as to its conformity with the general plan for development of the City as a whole as set forth in the Comprehensive Development Plan of the City, subject to adoption of the Proposed Comprehensive Plan Amendment. The Planning Commission, after required notice, held a public hearing on proposed Amendment No. 4. The Planning Commission after said hearing reviewed proposed Amendment No. 4 and, taking into consideration all relevant factors including the Proposed Comprehensive Plan Amendment and any public comments at the public hearing, made findings and written recommendations with respect to proposed Amendment No. 4, including that proposed Amendment No. 4 (and the Redevelopment Plan as amended by Amendment No. 4) is in conformity with the general plan for the development of the City as a whole as set forth in the Comprehensive Development Plan of the City, subject to various conditions including City Council adoption of the Proposed Comprehensive Plan Amendment; and the Planning Commission recommended Amendment No. 4 for approval. The findings and written recommendations were submitted and presented to the Agency, as well as to the City Council with proposed Amendment No. 4, as on file with the City Clerk. The Planning Commission also considered and recommended the Proposed Comprehensive Plan Amendment for approval.

J. The Agency, before recommending Amendment No. 4 to the City Council for approval, considered, and in making such recommendation determined, the following in connection with the additions, subtractions, and modifications made by said amendment, and the Redevelopment Plan as amended by Amendment No. 4: Whether the proposed land uses and building requirements in each redevelopment project area are designed with the general purpose of accomplishing, in conformance with the City's general plan as set forth in the City's Comprehensive Development Plan (subject to City Council adoption of the Proposed Comprehensive Plan Amendment), a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with the present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations or conditions of blight. Factors considered include, without limitation, the following:

- 1. Proposed public improvements, including without limitation public street, intersection, and offstreet parking improvements, will make adequate provision for traffic and vehicular parking.
- 2. Buildings and other improvements will be designed and constructed in accordance with applicable fire and safety codes, which will promote safety from fire, panic, and other dangers.

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3. Planned public and private recreational, entertainment, and community areas and facilities, and placement of buildings of the Mixed Use Redevelopment Project will be designed to provide for light and air, and promote healthful and convenient distribution of population.
4. The type of mixed use redevelopment and its proximity to Nebraska State Highway 85 (84th Street), Harrison Street, Giles Road, and connectivity to other major streets and I-80 is anticipated to facilitate commuting and traffic flow, and enhance the opportunity for further development and use of public transportation for residents and visitors to and from the area and other parts of the metro area. The Mixed Use Redevelopment Project also will include adequate water, sewerage, and other public utilities. The projects will be located in close proximity to area schools, and all La Vista residents will be able to enjoy improvements in the vicinity of the former La Vista Falls golf course and other recreational areas.
5. The proposed projects provide and promote sound design and arrangement of public and private facilities and improvements that will benefit all La Vista residents.
6. Expenditures of public funds and proposed works and improvements will be wise and efficient in eliminating and preventing recurrence of substandard, blighted, insanitary and unsafe accommodations, conditions, facilities, and areas.

Provisions of Amendment Nos. 1 and 2 involving the Mixed Use Redevelopment Project included the division of taxes as provided in Neb. Rev. Stat. Section 18-2147 ("TIF") and a cost-benefit analysis was conducted, as updated in connection with Amendment No. 2, based on all phases of such Project and a Maximum Redevelopment Loan Amount constituting the cumulative limit on all Redevelopment Loan Amounts for all phases of the Mixed Use Redevelopment Project and redevelopment of the entire Mixed Use Redevelopment Project Area, using a cost-benefit model developed for use by local projects and considering and analyzing applicable factors, including factors specified in Neb. Rev. Stat. Section 18-2113(2):

1. Tax shifts resulting from the division of taxes as provided in Neb. Rev. Stat. Section 18-2147,
2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of such provisions of the redevelopment project,
3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project,
4. Impacts on other employers and employees within the City and the immediate area that are located outside the boundaries of the area of the redevelopment project,
5. Impacts on the student populations of the school districts within the City, and
6. Any other impacts determined by the Agency to be relevant to the consideration of costs and benefits arising from provisions of the redevelopment project.

Such cost-benefit analysis, as previously updated, constitutes the current cost-benefit analysis for the Mixed Use Redevelopment Project and, because it is based on all phases of the Mixed Use Redevelopment Project and redevelopment of the entire Mixed Use Redevelopment Project Area, and a Maximum Redevelopment Loan Amount to which all Individual Mixed Use Redevelopment Projects comprising the Mixed Use Redevelopment Project are subject, constitutes the cost-benefit analysis for each phase or Individual Mixed Use Redevelopment Project.

No changes to the Maximum Redevelopment Loan Amount or otherwise are proposed with respect to TIF for the Mixed Use Redevelopment Project as previously authorized and approved. Consequently, updates to the current Cost-Benefit Analysis are not proposed or required in connection with this Amendment, and such Cost-Benefit Analysis shall continue as and be deemed to constitute the cost-benefit analysis for the Mixed Use Redevelopment Project, as amended by this Amendment, and, because it is based on all phases of the Mixed Use Redevelopment Project and

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a Maximum Redevelopment Loan Amount, as amended by the Second Amendment to Redevelopment Agreement incorporated into the Redevelopment Plan, to which all Individual Mixed Use Redevelopment Projects comprising the Mixed Use Redevelopment Project are subject, shall be and be deemed to continue to constitute the cost-benefit analysis for each Individual Mixed Use Redevelopment Project.

- K. All applicable requirements of the Agency with respect to proposed Amendment No. 4, including any notice or hearing requirements, have been satisfied.
- II. RECOMMENDATION OF AMENDMENT NO. 4. Based on the foregoing and all other relevant factors, including any public comment at the public hearing, the Agency adopts and recommends Amendment No. 4 to the City Council for approval, subject to City Council adoption of the Proposed Comprehensive Plan Amendment, and further subject to satisfaction of all applicable requirements as the Mayor or City Administrator or his or her designee determines necessary or appropriate to carry out provisions of Amendment No. 4. This recommendation includes the following:
 - A. The recommendation of the Planning Commission concerning Amendment No. 4; and
 - B. Ratification and approval of the following statements in connection with prior approvals of the Redevelopment Plan as amended:
 1. The proposed method and estimated cost of the acquisition and preparation for redevelopment of the redevelopment project area(s), and estimated proceeds or revenue from its disposal to redevelopers;
 2. The proposed method of financing portions of the redevelopment projects; and
 3. A feasible method proposed for the relocation of families to be displaced from the redevelopment project areas, if any. No relocation of families is expected.
- C. By recommending Amendment No. 4, the Agency ratifies and affirms its agreement with the City Council in connection with prior approvals of the Redevelopment Plan for the imposition of one or more occupation taxes for one or more enhanced employment areas within the 84th Street Redevelopment Area as the City Council from time to time determines in its sole discretion.

III. FURTHER ACTIONS. The Mayor or City Administrator or his or her designee, in addition to any other person specified in Amendment No. 4, the Redevelopment Plan, as amended, any redevelopment contract, applicable law, or otherwise, is hereby authorized to take such further actions on behalf of the Agency as he or she determines necessary or appropriate to implement Amendment No. 4 or the Redevelopment Plan as amended, or to carry out the actions approved in this Resolution.

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

3. RESOLUTION – CITY COUNCIL APPROVE PROPOSED REDEVELOPMENT PLAN AMENDMENT NO. 4

Councilmember Thomas introduced and moved for the adoption of Resolution No. 25-004 entitled: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING AMENDMENT NO. 4 TO THE REDEVELOPMENT PLAN FOR THE 84TH STREET REDEVELOPMENT AREA IN ACCORDANCE WITH NEBRASKA STATUTES, SECTIONS 18-2101 THROUGH 18-2157.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of La Vista, Nebraska does hereby find, determine, declare and approve as follows:

- I. FINDINGS. The City Council of the City of La Vista finds and determines as follows:

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- A. The findings and actions of the Agency as set forth in the resolution recommending Amendment No. 4 to the Redevelopment Plan for the 84th Street Redevelopment Area ("Amendment No. 4") to the City Council for approval ("Agency Resolution"), incorporated herein by reference, are ratified, affirmed, adopted and approved. Unless otherwise expressly provided, terms used in this Resolution shall have the meaning ascribed by the Agency Resolution.
- B. All applicable requirements with respect to the actions taken or approved in this Resolution, including notice and hearing requirements, have been satisfied.
- C. Proposed Amendment No. 4 (and the Redevelopment Plan as amended) is a workable program for utilizing appropriate private and public resources, powers, and actions to redevelop, eliminate, and prevent recurrence or spread of the substandard and blighted area.
- D. In exercising its powers under Neb. Rev. Stat. Sections 18-2101 through 18-2157 ("Community Development Law") with respect to the matters approved in this Resolution, including the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the City, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations relating to the use of land and the use and occupancy of buildings and improvements, the disposition of any property acquired, and the providing of necessary public improvements, the City Council has given consideration to the following objective:

The City Council, to the greatest extent it deems to be feasible in carrying out the provisions of the Community Development Law, shall afford maximum opportunity, consistent with the sound needs of the City as a whole, to the rehabilitation or redevelopment of the community redevelopment area by private enterprises.

Proposed Amendment No. 4 (and the Redevelopment Plan as amended), (i) is feasible - as provided in analysis and reporting of Hunden Strategic Partners incorporated by reference in connection with City Council approval of Amendment No. 1 and Amendment No. 2 to the Redevelopment Plan ("Hunden Analysis"), which analysis and reporting were ratified, affirmed and approved in connection with Amendment No. 3, and are hereby ratified, affirmed and approved - and in conformity with the general plan for the development of the City as a whole, as set forth in the Comprehensive Development Plan of the City, subject to adoption of the Proposed Comprehensive Plan Amendment described in the Agency Resolution, and (ii) in conformity with the legislative declarations and determinations set forth in the Community Development Law, including without limitation, the determination of the City Council of the necessity of eliminating and preventing recurrence of the substandard and blighted Area and related liabilities and harmful effects to the City as a matter of public uses, purposes, policy, interest, concern, powers, and authority for which public action shall be taken and public money shall be expended in accordance with such Amendment No. 4 (and Redevelopment Plan as amended).

- E. As documented in analysis and reporting of such Hunden Analysis on behalf of the City or Agency in connection with Amendment No. 1 and Amendment No. 2 to the Redevelopment Plan (and Redevelopment Plan as amended), and specifically provisions of the Redevelopment Plan as amended involving the Mixed Use Redevelopment Project and related redevelopment plan provisions using funds authorized by Neb. Rev. Stat. Section 18-2147 ("TIF"), that the following conditions were satisfied:
 1. Such provisions of the Mixed Use Redevelopment Project would not be economically feasible without the use of TIF,

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2. Such provisions of the Mixed Use Redevelopment Project would not occur in the community redevelopment area without use of TIF, and
3. The costs and benefits of such provisions of the Mixed Use Redevelopment Project, including costs and benefits to other affected political subdivisions, the economy of the community and demand for public and private services have been analyzed by the City Council and found to be in the long-term best interest of the community impacted by the redevelopment project.

Amendment No. 4 does not add, subtract or modify amounts or uses of funds previously authorized under Neb. Rev. Stat. Section 18-2147 with respect to the Mixed Use Redevelopment Project and related Redevelopment Plan provisions; and by approving Amendment No. 4, the City Council hereby ratifies and affirms prior findings and documentation in connection with Redevelopment Plan as amended with respect to the Mixed Use Redevelopment Project, related Redevelopment Plan provisions and three items enumerated above.

- F. The Redevelopment Plan as amended included designation of an initial enhanced employment area and determined that new investment within such enhanced employment area would result in new employees and new investment satisfying applicable requirements of Neb. Rev. Stat. Section 18-2116(2). No additional or different designation of enhanced employment area or determination is made in connection with Amendment No. 4.

II. APPROVAL OF REDEVELOPMENT PLAN AMENDMENT NO. 4. Based on the foregoing and all relevant factors, including any public comment at the public hearing, the City Council of the City of La Vista hereby approves proposed Amendment No. 4, subject to adoption of the Proposed Comprehensive Plan Amendment, and further subject to satisfaction of all applicable requirements as the Mayor, City Administrator or his or her designee determines necessary or appropriate to carry out provisions of Amendment No. 4.

III. FURTHER ACTIONS. The Mayor or City Administrator, or his or her designee, in addition to any other person specified in Amendment No. 4, the Redevelopment Plan as amended, or any redevelopment contract or otherwise, is hereby authorized to take such further actions as are necessary or appropriate to implement Amendment No. 4, the Redevelopment Plan as amended, or carry out the actions approved in this Resolution on behalf of the City.

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

E. COMPREHENSIVE DEVELOPMENT PLAN ("COMPREHENSIVE PLAN")
AMENDMENT – PROPOSED AMENDMENT TO INCORPORATE REDEVELOPMENT
PLAN AMENDMENT NO. 4 – 84TH STREET REDEVELOPMENT AREA AND THE LA
VISTA ACTIVE MOBILITY PLAN INTO THE COMPREHENSIVE PLAN

1. PUBLIC HEARING ON PROPOSED COMPREHENSIVE PLAN
AMENDMENT TO INCORPORATE REDEVELOPMENT PLAN
AMENDMENT NO. 4 INTO THE COMPREHENSIVE PLAN

At 6:36 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for comment on the Comprehensive Development Plan ("Comprehensive Plan") Amendment – Proposed Amendment to Incorporate Redevelopment Plan Amendment No. 4 – 84th Street Redevelopment Area and the La Vista Active Mobility Plan into the Comprehensive Plan.

At 6:36 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Wetuski. Councilmembers voting aye: Frederick, Ronan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: Sheehan. Motion carried.

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2. PUBLIC HEARING ON PROPOSED COMPREHENSIVE PLAN AMENDMENT TO INCORPORATE THE LA VISTA ACTIVE MOBILITY PLAN INTO THE COMPREHENSIVE PLAN

At 6:37 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for comment on the Proposed Comprehensive Plan Amendment to Incorporate the La Vista Active Mobility Plan into the Comprehensive Plan.

At 6:37 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Wetuski. Councilmembers voting aye: Frederick, Ronan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: Sheehan. Motion carried.

3. ORDINANCE – APPROVE COMPREHENSIVE PLAN AMENDMENT TO INCORPORATE REDEVELOPMENT PLAN AMENDMENT NO. 4 AND THE LA VISTA ACTIVE MOBILITY PLAN INTO THE COMPREHENSIVE PLAN

Councilmember Hale introduced Ordinance No. 1532 entitled: AN ORDINANCE TO AMEND SECTION 1 OF ORDINANCE NO. 1522 CODIFIED IN LA VISTA MUNICIPAL CODE SECTIONS 151.01 AND 151.02 TO INCORPORATE AMENDMENT NO. 4 OF THE REDEVELOPMENT PLAN FOR THE 84TH STREET REDEVELOPMENT AREA AND THE CITY OF LA VISTA ACTIVE MOBILITY PLAN INTO THE COMPREHENSIVE DEVELOPMENT PLAN; TO REPEAL SECTION 1 OF ORDINANCE NO. 1522 CODIFIED IN MUNICIPAL CODE SECTIONS 151.01 AND 151.02 AND ANY OTHER CONFLICTING ORDINANCES OR PARTS THEREOF AS PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY AND TO PROVIDE FOR THE EFFECTIVE DATE.

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

Councilmember Thomas made a motion to approve final reading and adopt Ordinance 1532. Councilmember Wetuski seconded the motion. Upon roll call vote the following Councilmembers voted aye: aye: Frederick, Ronan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: Sheehan. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Acting Mayor declared the ordinance adopted and the Acting Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

F. 84TH STREET REDEVELOPMENT AREA

1. RESOLUTION – APPROVE FOURTH AMENDMENT TO SUBDIVISION AGREEMENT

Councilmember Quick introduced and moved for the adoption of Resolution No. 25-005 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE FOURTH AMENDMENT TO SUBDIVISION AGREEMENT, LA VISTA CITY CENTRE.

WHEREAS, the City in 2016 entered a Subdivision Agreement - La Vista City Centre dated December 1, 2016 ("2016 Subdivision Agreement"), as amended in 2019 by a First Amendment, in 2021 by a Second Amendment, and 2024 by a Third Amendment (the 2016 Subdivision Agreement, as modified by the First Amendment, Second Amendment and Third Amendment, is referred to as "Subdivision Agreement"). A Fourth Amendment to Subdivision Agreement is proposed as presented at this meeting or on file with the City Clerk, content with changes to contemporaneous Amendment No. 4 to the Redevelopment Plan - 84th Street Redevelopment Area and Fourth Amendment to Redevelopment Agreement providing further specification with respect to private improvements to be constructed within La Vista City Centre, Replat 6 as part of Subsequent Phases of the Mixed Use Redevelopment Project, to be operated and used as a hotel. The Fourth Amendment to Subdivision

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Agreement only affects parcels within the 84th Street Redevelopment Area owned by Subdivider.

NOW THEREFORE, BE IT RESOLVED, that the Fourth Amendment to Subdivision Agreement as presented at this meeting is deemed to be in the public interest and in furtherance of the purposes of the Community Development Law, and is hereby approved. The Mayor on behalf of the City shall be authorized to execute the Fourth Amendment to Subdivision Agreement, subject to such additions, subtractions, or modifications as the Mayor, City Administrator or City Engineer may determine necessary or appropriate, and further subject to the satisfaction of all applicable requirements as the Mayor, City Administrator, or Mayor's or City Administrator's designee determines necessary or appropriate to carry out the provisions of such Fourth Amendment to Subdivision Agreement or contemporaneous Fourth Amendment to Redevelopment Agreement.

BE IT FURTHER RESOLVED, that terms used in this Resolution have the meaning ascribed to them in the Subdivision Agreement. Additionally, recitals above are incorporated by reference, and the Mayor, City Administrator or City Engineer, in addition to any otherwise authorized persons, shall be authorized to take all steps or actions on behalf of the City as he or she determines necessary or appropriate to carry out the actions approved in this Resolution, including, without limitation, effectuating or carrying out the Fourth Amendment to Subdivision Agreement and the Subdivision Agreement as amended.

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

2. RESOLUTION – APPROVE FOURTH AMENDMENT TO REDEVELOPMENT AGREEMENT – MIXED USE REDEVELOPMENT PROJECT (ACTION ON THIS ITEM WILL BE TAKEN BY THE LA VISTA COMMUNITY DEVELOPMENT AGENCY)

Councilmember Thomas introduced and moved for the adoption of Resolution No. 25-006 entitled: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, ACTING AS THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, APPROVING FOURTH AMENDMENT TO REDEVELOPMENT AGREEMENT FOR THE 84TH STREET REDEVELOPMENT AREA.

WHEREAS, The City Council in 2013 approved a Redevelopment Plan for the 84th Street Redevelopment Area, as amended by Amendment No. 1 in 2016, Amendment No. 2 in 2020, and Amendment No. 3 for, among other things two redevelopment projects; specifically a mixed use redevelopment project and a public improvement redevelopment project (such Redevelopment Plan for the 84th Street Redevelopment Area as amended by Amendment No. 1, Amendment No. 2, and Amendment No. 3 referred to herein as "Redevelopment Plan"); and

WHEREAS, The City Council at this meeting approved Amendment No. 4 to the Redevelopment Plan to provide further specification with respect to certain improvements and applicable provisions of the Mixed Use Redevelopment Project or Public Improvement Redevelopment Project within the Redevelopment Area (such Redevelopment Plan as amended by Amendment No. 4 referred to herein as "Redevelopment Plan, as amended"); and

WHEREAS, A Fourth Amendment to Redevelopment Agreement for the 84th Street Redevelopment Area ("Third Amendment to Redevelopment Agreement") is presented for approval of the La Vista Community Development Agency in accordance with Amendment No. 4 to the Redevelopment Plan. The Agency desires to approve the Fourth Amendment to Redevelopment Agreement.

NOW THEREFORE, BE IT RESOLVED by the City Council acting as the La Vista Community Development Agency that the Fourth Amendment to Redevelopment Agreement presented at this meeting is deemed to be in the

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public interest and in furtherance of the purposes of the Community Development Law, and is hereby approved. The Mayor on behalf of the Agency shall be authorized to execute the Fourth Amendment to Redevelopment Agreement, subject to such additions, subtractions, or modifications as the Mayor, City Administrator or City Engineer may determine necessary or appropriate, and further subject to satisfaction of all applicable requirements as the Mayor, City Administrator, or Mayor's or City Administrator's designee determines necessary or appropriate to carry out the provisions of such Fourth Amendment to Redevelopment Agreement or contemporaneous Fourth Amendment to Subdivision Agreement.

BE IT FURTHER RESOLVED, that terms used in this Resolution have the meaning ascribed to them in the Redevelopment Agreement. Additionally, recitals above are incorporated by reference, and the Mayor, City Administrator or City Engineer, in addition to any otherwise authorized persons, shall be authorized to take all steps or actions on behalf of the Agency as he or she determines necessary or appropriate to carry out the actions approved in this Resolution, including, without limitation, effectuating or carrying out the Fourth Amendment to Redevelopment Agreement and the Redevelopment Agreement for the 84th Street Redevelopment Area as amended.

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

G. LA VISTA CITY CENTRE REPLAT 6

1. RESOLUTION – APPROVE FINAL PLAT – LA VISTA CITY CENTRE REPLAT 6

Councilmember Wetuski introduced and moved for the adoption of Resolution No. 25-007 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, FOR APPROVAL OF THE REPLAT FOR LOT 2 LA VISTA CITY CENTRE REPLAT 5, TO BE REPLATTED AS LOTS 1-2 LA VISTA CITY CENTRE REPLAT 6, A SUBDIVISION LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., IN SARPY COUNTY, NEBRASKA.

WHEREAS, the owner of the above described property applied for approval of a replat for Lot 2 La Vista City Centre Replat 5, to be replatted as Lots 1-2 La Vista City Centre Replat 6; and

WHEREAS, the City Engineer has reviewed the replat; and

WHEREAS, on December 19, 2024, 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 Lot 2 La Vista City Centre Replat 5, to be replatted as Lots 1-2 La Vista City Centre Replat 6, a subdivision located in the West Half of the Southwest Quarter of Section 14, Township 14 North, Range 12 East of the 6th P.M., Sarpy County, Nebraska, generally located southeast of the intersection of Main Street and Barnettler Drive, be, and hereby is, approved.

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

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H. 84TH STREET REDEVELOPMENT AREA TAX INCREMENT FINANCING – PART OF MIXED USE REDEVELOPMENT PROJECT (ACTION ON THIS ITEM WILL BE TAKEN BY THE LA VISTA COMMUNITY DEVELOPMENT AGENCY)

1. RESOLUTION – APPROVE TAX INCREMENT FINANCING AND ISSUANCE OF TAX INCREMENT REVENUE NOTE FOR PART OF MIXED USE REDEVELOPMENT PROJECT – 84TH ST REDEVELOPMENT AREA.

Councilmember Thomas introduced and moved for the adoption of Resolution No. 25-008 entitled: A RESOLUTION AUTHORIZING THE ISSUANCE OF A TAX INCREMENT REVENUE NOTE (LA VISTA CITY CENTRE HOTEL PROJECT), SERIES 2025, OF THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, FOR THE PURPOSE OF PAYING CERTAIN PROJECT COSTS IN CONNECTION WITH A REDEVELOPMENT PROJECT; PRESCRIBING THE FORM AND DETAILS OF SUCH NOTE AND THE COVENANTS AND AGREEMENTS MADE BY THE AGENCY TO FACILITATE AND PROTECT THE PAYMENT THEREOF; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

Seconded by Councilmember Sell. Councilmember Thomas amended his motion to approve the issuance of the tax increment revenue note with any minor changes approved by City Attorney McKeon. Councilmember Sell amended his second to include the change. Councilmembers voting aye: Frederick, Ronan, Thomas, Quick, Sell, Hale, and Wetuski. Nays: None. Abstain: None. Absent: Sheehan. Motion carried.

I. RESOLUTION – AUTHORIZE SOUTHPORT-WEST PAPIO CONNECTOR GRANT APPLICATION – METROPOLITAN AREA PLANNING AGENCY (MAPA)

Councilmember Quick introduced and moved for the adoption of Resolution No. 25-009 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA FOR THE GRANT APPLICATION TO THE METROPOLITAN AREA PLANNING AGENCY FOR FUNDING ASSISTANCE TO DESIGN AND CONSTRUCT THE WEST PAPIO SOUTHPORT CONNECTOR.

WHEREAS, the City of La Vista recognizes the importance of providing safe and accessible pedestrian infrastructure to promote active transportation, community connectivity, and public health; and

WHEREAS, the proposed pedestrian bridge and trail improvements will address critical connectivity gaps, provide enhanced recreational and economic development opportunities, and align with the City's Comprehensive Development Plan and Active Mobility Plan; and

WHEREAS, the Metropolitan Area Planning Agency (MAPA) has an open call for projects to solicit grant proposals for funding from the Federal Highway Administration through the regional Transportation Alternatives Program and Carbon Reduction Program;

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby support the submission of a grant application to MAPA for funding assistance to develop the pedestrian bridge and trail improvements as part of the West Papiو Southport Connector.

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

J. RESOLUTION – INTERLOCAL COOPERATION AGREEMENT – SANITARY IMPROVEMENT DISTRICT #104

Councilmember Thomas introduced and moved for the adoption of Resolution No. 25-010 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF LA VISTA AND SANITARY IMPROVEMENT DISTRICT #104 FOR PERMITTING OF UTILITY INSTALLATION PERMITS FOR COMMUNICATION FACILITIES IN THE RIGHT OF WAY.

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WHEREAS, the City controls access, obstruction, use and occupation of street right-of-way or public property of the City by private parties in connection with communications lines, equipment and improvements; and

WHEREAS, SID #104 and City determine that it is necessary, desirable and appropriate to also control private uses in connection with communications facilities of the SID in a uniform, consistent, and orderly manner and for the purpose of reducing potential adverse impacts of private uses onto the public's interest in such right-of-way or public property; and

WHEREAS, the City and SID #104 determine that the City is better positioned to provide such control of private uses with respect to street right-of-way or public property of the SID; and

WHEREAS, the City and SID #104 are authorized by the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, et. Seq., to enter into this agreement with each other;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the interlocal agreement between the City of La Vista and Sanitary Improvement District #104 is hereby approved in form and content submitted with this resolution, subject to any additions, subtractions, or changes as the City Administrator or any designee of the City Administrator determines necessary or appropriate in consultation with the City Attorney, and that the Mayor or any designee of the Mayor is hereby authorized to execute said agreement on behalf of the City of La Vista.

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

K. RESOLUTION – APPROVE AGREEMENT – NEBRASKA DEPARTMENT OF TRANSPORTATION – THOMPSON CREEK TRAIL

Councilmember Sell introduced and moved for the adoption of Resolution No. 25-011 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN AGREEMENT WITH NEBRASKA DEPARTMENT OF TRANSPORTATION (NDOT) FOR CONSTRUCTION OF A HIKING/BIKING TRAIL ALONG THOMPSON CREEK IN AN AMOUNT NOT TO EXCEED \$382,200.00.

WHEREAS, City of La Vista is proposing a transportation project for which it would like to obtain Federal funds; and

WHEREAS, City of La Vista understands that it must strictly follow all Federal, State, and local laws, rules, regulations, policies, and guidelines applicable to the funding of the Federal-aid project; and

WHEREAS, City of La Vista and Nebraska Department of Transportation (NDOT) wish to enter into a new Project Program Agreement setting out the various duties and funding responsibilities for the Federal-aid project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of La Vista, Nebraska that Douglas Kindig, Mayor of the City of La Vista, is hereby authorized to sign the Program Agreement between the City of La Vista and the NDOT. The City of La Vista is committed to providing local funds for the project as required by the Project Program Agreement.

NDOT Project Number: TAP-77(76)

NDOT Control Number: 22977

NDOT Project Name: Thompson Creek Trail, La Vista

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

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L. RESOLUTION – APPROVE AGREEMENT – ENCROACHMENT EASEMENT AGREEMENT – LOT 1 B & T ADDITION

Councilmember Sell introduced and moved for the adoption of Resolution No. 25-012 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AN ENCROACHMENT EASEMENT AGREEMENT IN CONNECTION WITH STORMWATER IMPROVEMENTS ON LOT 1 B & T ADDITION.

WHEREAS, A 15' drainage and utility easement exists along the eastern edge of Lot 1 B & T Addition as dedicated through the Final Plat for B & T Addition recorded with the Sarpy County Register of Deeds on February 2, 2024 (Sarpy County Instrument Number 2024-01761); and

WHEREAS, Property owners of Lot 1 B & T Addition constructed and installed a drain box and 4" PVC pipe to transport storm water within and about Lot 1 B & T Addition as part of a home addition project, part of which encroaches onto the Public Utilities Easement Area; and

WHEREAS, The Chief Building Official and City Engineer have reviewed and are amenable to the request to maintain the drain box and 4" PVC pipe where they were installed and are located within 2 feet of the easement area; and

WHEREAS, a proposed Encroachment Easement Agreement is presented with this Resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve the Encroachment Easement Agreement as presented, subject to any additions, subtractions, or modifications as the City Administrator, City Engineer, or any designee of the City Administrator or City Engineer determines necessary or appropriate ("Easement").

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

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

M. RESOLUTION – AUTHORIZE REQUEST FOR BIDS – PRIMARY PARK IDENTIFICATION SIGNS

Councilmember Frederick introduced and moved for the adoption of Resolution No. 25-013 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR THE FABRICATION AND INSTALLATION OF PRIMARY PARK IDENTIFICATION SIGNS.

WHEREAS, the Mayor and Council have determined that the fabrication and installation of primary park identification signs is necessary; and

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

WHEREAS, the schedule for awarding this contract is as follows:

Publish Notice to Contractors January 9, 2025 and January 15, 2025

Open Bids February 5th at 10:00am at City Hall

City Council Award Contract February 18, 2025

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska hereby authorize the advertisement for bids for the fabrication and installation of primary park identification signs.

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

N. RESOLUTION – AUTHORIZE PURCHASE – BALLISTIC SHIELD

This item was tabled to a future meeting.

COMMENTS FROM THE FLOOR

There were no comments from the floor.

COMMENTS FROM MAYOR AND COUNCIL

Councilmember Frederick asked if there was any feedback on the holiday events.

Communications Manager Beaumont gave an update on the holiday events.

Mayor Kindig announced that tomorrow is the first day of the legislative session.

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

PASSED AND APPROVED THIS 7TH DAY OF JANUARY 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

**MEETING OF THE LIBRARY ADVISORY BOARD
CITY OF LA VISTA**

**MINUTES OF MEETING
January 9, 2025**

Members Present:	Rose Barcal	Regina Belik	Cindi Hearn
	Connie Novacek		
Members Absent:	Huyen-Yen Hoang	Carol Westlund	

Agenda Item #1: Call to Order

The meeting was called to order at 6:04 p.m.

Agenda Item #2: Announcement of Location of Posted Open Meetings Act

An announcement was made of the location of the posted copy of the Open Meetings Act for public reference.

Agenda Item #3: Introductions

New board member, Regina Belik, was introduced.

Agenda Item #4: Approval of Minutes of November 14, 2024 Meeting

It was moved by Novacek and seconded by Hearn that the November 14, 2024 minutes be accepted as presented. Board members voting aye: Belik, Hearn, and Novacek. Nays: none. Abstain: none. Absent: Hoang and Westlund. Motion carried.

Agenda Item #5: Library Director's Report

- a. Programs: highlights of programming were given.
- b. Employee update: The library accepted the resignation of evening GED Instructor Hannah Kasik. Tammy Kamin has been hired for the position.
- c. Library Meetings included BCDM providing a quote/proposal to take to city council for a FY26 budget amendment.
- d. General Library Information included Barcal's attendance at a regional library meeting in November. Barcal attended a city sponsored leadership training with the management team.

Agenda Item #6: Circulation Report

Barcal distributed monthly circulation reports.

Agenda Item #7: Old Business

- a. Area Memberships: Omaha Children's Museum sign up for libraries is October.
- b. Strategic Plan Update 2024. There was no additional feedback from the Library Board concerning the library's Strategic Plan.
- c. GED Evening Sessions. The library is promoting evening sessions.
- d. Omaha's Henry Doorly Zoo and Aquarium Ticket Program. The library received eighty tickets to distribute to library cardholders December through January.

Agenda Item #8: New Business

- a. Grants

- i. Nebraska Library Commission: Library Services and Technology Act (LSTA): Infinity Loop 32" Game Table: \$1,000. Teen Librarian, Ashley Wemhoff, submitted a grant for a game table to encourage gaming in the library by all age groups. Wemhoff was notified that the grant was awarded with the amount pending LSTA fund availability.
- ii. Nebraska Library Commission: Children's Librarian, Rachel Bachman, submitted a grant for outdoor spaces. She has received notification that the library was awarded \$816 toward a container garden which will include programming.
- b. State Report FY24. The annual library statistical report is due in February. A full report as well as a one-page summary will be provided at the next meeting.
- c. Library Board President and Secretary Positions for 2025. It was moved by Novacek and seconded by Hearn to close nominations and cast a unanimous ballot for Novacek as President and Hearn as Secretary for 2025. Board members voting aye: Belik, Hearn, and Novacek. Nays: none. Abstain: none. Absent: Hoang and Westlund. Motion carried.
- d. Continuing Education Activities
 - i. Webinar. The webinar entitled NCompass Live: Nebraska Open Meetings Act: 2024 Overview and Update was viewed for fifteen minutes.
 - ii. Discussion was held. The agenda can have "Business" versus "old" and "new". These changes will take place for the next board meeting. Language in the agenda should be explanatory. Barcal will submit this time to the Nebraska Library Commission for the Board's continuing education requirements.

Agenda Item #9: Comments from the Floor

There were no comments from the floor.

Agenda Item #10: Comments from the Board

Novacek acknowledged the excellent customer service from library staff member, Barb Nolan, in immediately obtaining a copy of a book when the title was not currently available. Novacek also acknowledge the library staff members who assisted in provided a title she had requested for purchase.

Agenda Item #11: Adjournment

There was a motion by Hearn and second by Belik to adjourn the meeting at 7:10 p.m.

The next meeting is scheduled for March 13th, 2025 at 6:00 p.m. in conference room #142 at the La Vista Public Library.

ANNUAL MEETING

LA VISTA/METROPOLITAN COMMUNITY COLLEGE
CONDOMINIUM OWNERS ASSOCIATION, INC.

MINUTES OF MEETING

November 11, 2024

4:10 p.m.

Members Present:	Julie Ashley Scott Kardell	Rose Barcal Cody Meyer	Brenda Gunn KT Nelson
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Agenda Item #1: Approval of the Notice of Meeting

Notice of Meeting was published by the City and College in the Times and the Omaha World-Herald. Moved by Gunn and seconded by Kardell to approve. Board members voting aye: Ashley, Barcal, Gunn, Kardell, Meyer, and Nelson. Nays: none. Absent: none. Motion approved.

Agenda Item #2: Approval of the Minutes from November 13, 2023 Annual Meeting

Moved by Gunn and seconded by Kardell to approve the November 13, 2023 annual meeting minutes. Board members voting aye: Ashley, Barcal, Gunn, Kardell, Meyer, and Nelson. Nays: none. Absent: none. Motion approved.

Agenda Item #3: Nominations/Election of Directors

Subject to the City Council approval and by prior action, the City nominates (by nature of the positions they hold) City Administrator, Library Director, and Public Works Building Superintendent. Subject to the Metropolitan Community College (MCC) Board approval and by prior action, the College nominates Julie Ashley, KT Nelson, and Scott Kardell to the Board. A motion was made by Gunn and seconded by Nelson to close nominations and cast a unanimous ballot for the Board of Directors as nominated by the owners. Board members voting aye: Ashley, Barcal, Gunn, Kardell, Meyer, and Nelson. Nays: none. Absent: none. Motion approved.

Nelson nominated Julie Ashley as President/Treasurer and Rose Barcal as Vice President/Secretary. A motion was made by Nelson and seconded by Gunn to close the nominations and cast a unanimous ballot for Ashley as President/Treasurer and Barcal as Vice President/Secretary for 2024. Board members voting aye: Ashley, Barcal, Gunn, Kardell, Meyer, and Nelson. Nays: none. Absent: none. Motion approved.

Agenda Item #4: Operating Budget 2024/2025

MCC's fiscal year is July 1 to June 30. The City of La Vista's fiscal year is October 1 to September 30 with a biennial budget season ending in 2024. Kardell passed out the next fiscal year budget. A discussion included the need for replacement of parking lot concrete in the next couple of years. Patching has taken place. A motion was made by Nelson and seconded by Meyer to approve the 2024/2025 operating budget. Board members voting aye: Ashley, Barcal, Gunn, Kardell, Meyer, and Nelson. Nays: none. Absent: none. Motion approved.

Agenda Item #5: Other Business

Meeting Dates for 2025:

- i. February 10
- ii. May 12
- iii. August 11
- iv. November 10

A motion was made by Gunn and seconded by Meyer to approve the 2025 meeting dates as listed. Board members voting aye: Ashley, Barcal, Gunn, Kardell, Meyer, and Nelson. Nays: none. Absent: none. Motion approved.

Agenda Item #6: Next Annual Meeting

The next annual meeting will be held Monday, November 10, 2025 after the regular meeting in the Library Conference Room #142.

It was moved by Gunn and seconded by Meyer to adjourn the meeting at 4:18 p.m.



City of La Vista Nebraska
Month Ended December 31, 2024

Monthly Statement of Revenue and Expenditure

December

	General Fund	Debt Service Fund	Capital Improvement Fund	Lottery Fund	Redevelopment Fund	Total Nonmajor Funds ¹	Total Governmental Funds	Sewer Fund	Total Proprietary Fund
Revenue									
Property Tax	7,258	590	-	-	-	-	7,848	-	-
Sales and use taxes	508,483	254,242	-	-	254,242	-	1,016,967	-	-
Other Taxes ²	184,157	-	-	-	6,803	-	190,959	-	-
Licenses and Permits	67,003	-	-	-	-	-	67,003	-	-
Intergovernmental Revenues ³	180,395	-	-	-	-	-	180,395	-	-
Charges for Services	25,947	-	-	-	-	-	25,947	-	-
Grant income	1,006	-	-	-	-	-	1,006	-	-
Lottery Proceeds	-	-	-	88,547	-	-	88,547	-	-
Interest Income	49,413	(82,297)	122,589	18,869	19,836	10,139	138,550	21,973	21,973
Sewer Fees	-	-	-	-	-	-	-	410,032	410,032
Other Revenues ⁴	8,589	32,350	-	8,000	-	18,988	67,927	3	3
Bonds	-	-	-	-	-	-	-	-	-
Total Revenues	1,032,252	204,885	122,589	115,417	280,881	29,126	1,785,150	432,008	432,008
Expenditures									
CIP/Capital Outlay	67,075	-	281,473	-	206,941	-	555,489	38,195	38,195
Debt Service: Principal Expense	-	1,940,000	-	-	-	-	1,940,000	-	-
Debt Service: Interest Expense	-	147,600	-	-	-	-	147,600	-	-
Debt Service: Bond Issue Expense	-	850	-	-	-	-	850	-	-
General Government Expenses	301,662	13,590	-	-	-	241	315,493	-	-
Public Works	172,899	-	-	-	-	-	172,899	-	-
Public Safety	822,631	-	-	-	-	18,348	840,979	-	-
Culture and Recreation	220,264	-	-	-	-	-	220,264	-	-
Public Library	85,325	-	-	-	-	-	85,325	-	-
Community Betterment	-	-	-	48,720	-	-	48,720	-	-
Community Development	66,259	-	-	-	7,458	-	73,717	-	-
Sewer	-	-	-	-	-	-	-	369,811	369,811
Total Expenditures	1,736,114	2,102,040	281,473	48,720	214,399	18,589	4,401,335	408,006	408,006
Transfers In	44	-	-	-	-	-	44	-	-
Transfers Out	-	-	-	-	-	44	44	-	-
Change in Net Position	(703,819)	(1,897,155)	(158,884)	66,697	66,482	10,494	(2,616,186)	24,002	24,002

Key Trends

Revenue

Negative interest in debt service due to allocation correction between debt service and capital improvement.

Expenditures

Bond payments out of Debpt Service \$2.08M

¹Nonmajor Funds (EDF, OSP, PAF, QSF, TIF)

²Other tax - OCC, Hotel, Rest

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

⁴Other rev - parking, library, other misc.



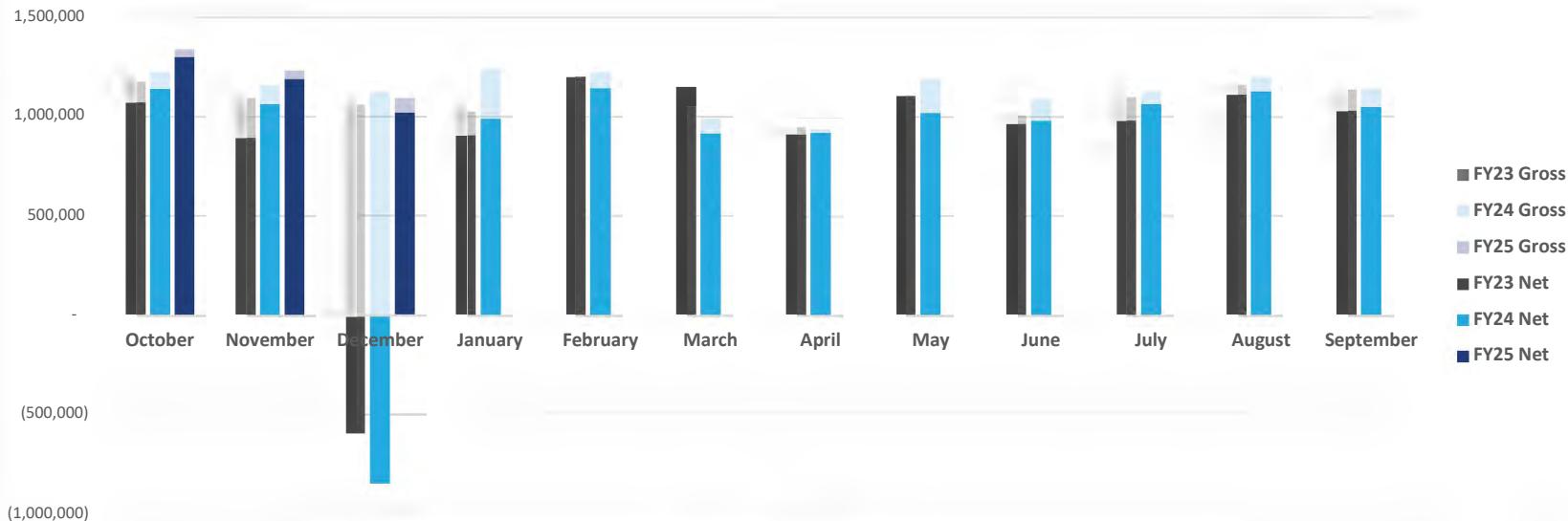
City of La Vista NE
Monthly Treasurer Report
December FY25

Types	Institution	Balance	Interest Rate	Interest Earned	Accrued Interest	Maturity Date
CD	American National Bank	\$ 1,643,167	4.2%		\$ 5,683	
	Dayspring Bank	\$ -	0.6%		\$ -	
	Total CD's	\$ 1,643,167				
Money Market	Access Bank	\$ 1,010,023	2.8%	\$ 878		
	Dayspring Bank	\$ 6,023,105	4.8%	\$ 23,715		
	NPAIT	\$ 25,475,482	4.9%	\$ 101,612		
	Nebraska Class	\$ 8,700,601	4.8%	\$ 32,699		
	NFIT	\$ -				
	Total Money Market	\$ 41,209,211				
Checking	Access Bank	\$ 1,121,869	1.0%	\$ 1,037		
Checking	Dayspring Bank-FSA	\$ 16,499	4.9%	\$ 18		
Savings	Access Bank	\$ 710,589	1.0%	\$ 565		\$ -
Checking	Access Bank-Health Ins	\$ 78,838	1.0%	\$ 63		
	Total Portfolio	\$ 44,780,172		\$ 160,586	\$ 5,683	

Key Trends

- Unrestricted cash of \$15M
- Restricted Funds for Redevelopment projects, Sewer, Lottery, CIP projects, Police Academy
- Interest Rates are starting to decline as the Fed lowers rates

Sales & Use Tax
Gross Earned & Net Received
Month over Month Comparison
FY23 FY24 FY25



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

Business Month	Receipt Month	Gross Sales & Use Tax			Net Sales & Use Tax		
		FY23 Gross	FY24 Gross	FY25 Gross	FY23 Net	FY24 Net	FY25 Net
August	October	1,172,852	1,219,327	1,333,594	1,068,778	1,136,379	1,293,323
September	November	1,092,622	1,156,387	1,225,484	890,532	1,059,015	1,188,719
October	December	1,055,895	1,123,464	1,091,092	(593,519)	(842,053)	1,016,967
November	January	1,023,417	1,237,079	-	902,327	988,470	-
December	February	1,174,489	1,220,426	-	1,199,212	1,139,254	-
January	March	941,197	986,988	-	1,148,826	912,475	-
February	April	947,568	937,872	-	909,081	919,141	-
March	May	1,050,699	1,190,808	-	1,104,869	1,018,971	-
April	June	1,006,047	1,088,179	-	962,065	975,860	-
May	July	1,094,248	1,121,424	-	979,089	1,061,094	-
June	August	1,159,853	1,197,098	-	1,108,529	1,123,754	-
July	September	1,133,236	1,137,341	-	1,025,245	1,045,798	-
FY Total		12,852,123	13,616,393	3,650,170	10,705,035	10,538,161	3,499,009
					Budget	14,014,538	
					Budget	12,139,103	

Alvine and Associates, Inc

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

INVOICE

Invoice Number: 63222
 Date: December 20, 2024
 Project Number: 20241285

City of La Vista

8116 Park View Blvd
 La Vista, NE 68128

La Vista Central Park Site Lighting Construction Administration

For Professional Services Rendered Through: December 13, 2024

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

Fee Services

	Contract Amount	Percent Complete	Fee Earned	Prior Billings	Current Billings
Construction Administration	\$7,500.00	80.00	\$6,000.00	\$4,500.00	\$1,500.00
	\$7,500.00		\$6,000.00	\$4,500.00	\$1,500.00
				Invoice Total	\$1,500.00

Approved to Pay
 CAS ~~12/18/2025~~
 16.71.0917.000-PARK17006



Approved 12/23/2024

CAS A-7

05.71.0917.000ADMN22001

Remit To:
RDG Planning & Design
301 Grand Avenue
Des Moines, Iowa 50309
Questions: Invoicing@rdgusa.com

Chris Solberg
City of La Vista
City Hall
8116 Park View Blvd.
La Vista, NE 68128

November 30, 2024
Project No: R3006.811.00
Invoice No: 58576

Project R3006.811.00 City of La Vista - Wayfinding Signs

Professional Services through November 30, 2024

Fee

Billing Phase	Fee	Billed %	Earned	Prior Fee	Current Fee
Fee	4,950.00	100.00	4,950.00	0.00	4,950.00
Total Fee	4,950.00		4,950.00	0.00	4,950.00
			Total Fee		4,950.00
				Total this invoice	\$4,950.00



**FINAL PAYMENT RECOMMENDATION ON CONTRACT FOR
LA VISTA MILL AND OVERALY LA VISTA - GRANVILLE EAST**

The City of LaVista, Nebraska
8116 Park View Boulevard
LaVista, NE 68128

Contractor: Western Engineering Co.
P. O. Box 350
Harlan, IA 51537

ORIGINAL CONTRACT AMOUNT:	\$1,347,918.50
REVISED CONTRACT AMOUNT:	\$1,569,467.10
AMOUNT OF PREVIOUS PAYMENT RECOMMENDATION(S):	\$1,530,230.42

Item	Description	Approx. Quantities	Unit Price		Amount
1	Mobilization/Demobilization	1	L.S. \$	135,000.00 /	L.S. \$ 135,000.00
2	Traffic Control	1	L.S. \$	5,800.00 /	L.S. \$ 5,800.00
3	Remove Combination Curb & Gutter	4,395	L.F. \$	15.50 /	L.F. \$ 68,122.50
4	Perform 2" Cold Planing - Asphalt (105.003) or Concrete (105.013)	31,917	S.Y. \$	2.90 /	S.Y. \$ 92,559.30
5	Remove & Replace Curb Inlet Top - Type I/II/III	23	EA. \$	2,650.00 /	EA. \$ 60,950.00
6	Remove & Replace Curb Inlet Top - Irregular	9	EA. \$	3,550.00 /	EA. \$ 31,950.00
7	Remove Driveway Pavement	287	S.Y. \$	13.50 /	S.Y. \$ 3,874.50
8	Remove Sidewalk Pavement	6,893	S.F. \$	2.05 /	S.F. \$ 14,130.65
9	Construct 2" Asphalt Surface Course Type SPR (PG64-34)	3,969.49	TONS \$	115.50 /	TONS \$ 458,476.10
10	Construct 5" PCC Sidewalk	7,293	S.F. \$	6.15 /	S.F. \$ 44,851.95
11	Construct PCC Curb Ramp	1,708	S.F. \$	16.40 /	S.F. \$ 28,011.20
12	Construct Detectable Warning Panel	496	S.F. \$	30.50 /	S.F. \$ 15,128.00
13	Construct 5" PCC Stamped Pavement	800	S.F. \$	6.25 /	S.F. \$ 5,000.00
14	Construct 6" Concrete Driveway (Type L65)	293	S.Y. \$	64.50 /	S.Y. \$ 18,898.50
15	Construct 10" Combination Curb & Gutter	4,395	L.F. \$	41.00 /	L.F. \$ 180,195.00
16	Install Curb Inlet Protection	0	EA. \$	26.00 /	EA. \$ 0.00
17	Maintain Curb Inlet Protection	0	EA. \$	26.00 /	EA. \$ 0.00
18	Remove Curb Inlet Protection	0	EA. \$	26.00 /	EA. \$ 0.00
19	Install Sodding	1,100	S.Y. \$	8.20 /	S.Y. \$ 9,020.00
20	Permanent Paint Marking (4" White)	0	L.F. \$	1.05 /	L.F. \$ 0.00
21	Permanent Paint Marking (4" Yellow)	0	L.F. \$	1.05 /	L.F. \$ 0.00

Item	Description	Approx. Quantities		Unit Price		Amount
22	Permanent Paint Marking (24" White)	0	L.F. \$	6.50 /	L.F. \$	0.00
23	Furnish and Install Traffic Posts & Signs	0	EA. \$	360.00 /	EA. \$	0.00
24	Remove & Reinstall Sign	6	EA. \$	190.00 /	EA. \$	1,140.00

Alternate Bid #1 (Lantana Court)

25	Remove Combination Curb & Gutter	74	L.F. \$	31.00 /	L.F. \$	2,294.00
26	Perform 2" Cold Planing - Asphalt	830	S.Y. \$	5.25 /	S.Y. \$	4,357.50
27	Remove Sidewalk Pavement	99	S.F. \$	2.10 /	S.F. \$	207.90
28	Construct 2" Asphalt Surface Course, Type SPR (PG64-34)	100	TONS \$	125.00 /	TONS \$	12,500.00
29	Construct 5" PCC Sidewalk	64	S.F. \$	6.30 /	S.F. \$	403.20
30	Construct 10" Combination Curb & Gutter	74	L.F. \$	42.00 /	L.F. \$	3,108.00
31	Subgrade Preparation	325	S.Y. \$	2.60 /	S.Y. \$	845.00
32	Remove & Construct 9" Concrete Base (Type L85) with Integral Curb	325	S.Y. \$	88.00 /	S.Y. \$	28,600.00

Alternate Bid #2

33	Subgrade Preparation	3,443	S.Y. \$	2.60 /	S.Y. \$	8,951.80
34	Remove & Construct 9" Concrete Base (Type L85) with Integral Curb	3,443	S.Y. \$	89.00 /	S.Y. \$	306,427.00
SUBTOTAL CONTRACT						\$ 1,540,802.10

Change Order No. 1 Additions

CO-1.1	Junction Box Remove & Rebuild	1	L.S. \$	19,425.00 /	L.S. \$	19,425.00
CO-1.2	Adjust Manholes in Additional Paving Areas	11	EA. \$	840.00 /	EA. \$	9,240.00
SUBTOTAL CHANGE ORDER NO. 1 Additions						\$ 28,665.00

TOTAL	\$ 1,569,467.10
LESS 2.5% RETAINED	\$ 0.00
LESS PREVIOUS PAYMENT RECOMMENDATION(S)	\$ 1,530,230.42
AMOUNT DUE TO CONTRACTOR	\$ 39,236.68

We recommend that payment in the amount of **\$39,236.68** be made to Western Engineering Co.

Respectfully submitted,



Bradly P. Hayek, P.E.
THOMPSON, DREESSEN & DORNER, INC.

Oh To Pay
PMS 1/13/25
05.710917acc-STR124005

BPH/tdv

cc: Western Engineering Co.

TitleCore National, LLC
 8701 West Dodge Road
 Suite 150
 Omaha, Nebraska 68114
 402-333-8100



Invoice

Date: 01/03/2025
 Number: 4817

**City of La Vista
 9900 Portal Road
 La Vista, NE 68128-2198**

File Number	Transactee	Client's File #	Class/Description	Memo	Amount
24-120149-C-21	Hogan, Murphy Partnership Addition		Endorsement Premium		\$275.00
				Total	\$275.00
				Total Due	\$275.00

OK TO PAY
 PMO 1/13/25
 16.71.0917.cel - S1RT 19008

TitleCore National, LLC
8701 West Dodge Road
Suite 150
Omaha, Nebraska 68114
402-333-8100



Invoice

Date: 01/03/2025
Number: 4818

**City of La Vista
9900 Portal Road
La Vista, NE 68128-2198**

File Number	Transactee	Client's File #	Class/Description	Memo	Amount
24-120149-C-29	Roddimeyer III LLC		Endorsement Premium		\$275.00
				Total	\$275.00
					Total Due

OK TO PAY
PMD 1/13/25
16.71.0917.000 - 9AT19C08

TitleCore National, LLC
8701 West Dodge Road
Suite 150
Omaha, Nebraska 68114
402-333-8100



Invoice

Date: 01/06/2025
Number: 4820

**City of La Vista
9900 Portal Road
La Vista, NE 68128-2198**

File Number	Transactee	Client's File #	Class/Description	Memo	Amount
24-120149-C-30	Roddimeyer III LLC		Title Certificate	7421 South 85th, La Vista, NE 68128	\$275.00
				Total	\$275.00
					Total Due
					\$275.00

OK TO PAY
PMD 1/13/25
1671.C917000 - GRT 19008

TitleCore National, LLC
8701 West Dodge Road
Suite 150
Omaha, Nebraska 68114
402-333-8100



Invoice

Date: 01/08/2025
Number: 4826

**City of La Vista
9900 Portal Road
La Vista, NE 68128-2198**

File Number	Transactee	Client's File #	Class/Description	Memo	Amount
24-120149-C-22	Parsley Place		Title Certificate	Lot 1 and 2 Parsley Place, La Vista, NE 68128	\$275.00
				Total	<u>\$275.00</u>
					<u>Total Due</u> <u>\$275.00</u>

OK PAY
PMO 1/13/25
16.71.0917.CCC - GTRT19008

TitleCore National, LLC
8701 West Dodge Road
Suite 150
Omaha, Nebraska 68114
402-333-8100



Invoice

Date: 01/09/2025
Number: 4828

**City of La Vista
9900 Portal Road
La Vista, NE 68128-2198**

File Number	Transactee	Client's File #	Class/Description	Memo	Amount
24-120149-C-25	JKR LLC 7200 PS		Title Certificate	Lot 159C, Park View Heights, La Vista, NE 68128	\$275.00
				Total	\$275.00

Total Due **\$275.00**

Oh To Pay
PMO 1/13/25
16.71.0917.006 - STAT 19008

TitleCore National, LLC
8701 West Dodge Road
Suite 150
Omaha, Nebraska 68114
402-333-8100



Invoice

Date: 01/10/2025
Number: 4829

**City of La Vista
9900 Portal Road
La Vista, NE 68128-2198**

File Number	Transactee	Client's File #	Class/Description	Memo	Amount
24-120149-C-23	Giandinoto LLC		Title Certificate		\$275.00
				Total	\$275.00
				Total Due	\$275.00

6710917.00 - STRT 19008
1/13/25

16.71.0917.00 - STRT 19008

TitleCore National, LLC
8701 West Dodge Road
Suite 150
Omaha, Nebraska 68114
402-333-8100



Invoice

Date: 01/13/2025
Number: 4833

**City of La Vista
9900 Portal Road
La Vista, NE 68128-2198**

File Number	Transactee	Client's File #	Class/Description	Memo	Amount
24-120149-C-19	Park View Heights		Title Certificate		\$275.00
				Total	\$275.00
					Total Due \$275.00

OK TO PAY
PMO 1/13/25
16-71-0917ccc-9RT19000

TitleCore National, LLC
8701 West Dodge Road
Suite 150
Omaha, Nebraska 68114
402-333-8100



Invoice

Date: 01/13/2025
Number: 4835

**City of La Vista
9900 Portal Road
La Vista, NE 68128-2198**

File Number	Transactee	Client's File #	Class/Description	Memo	Amount
24-120149-C-24	SFI Ltd Partnership V		Title Certificate		\$275.00
				Total	\$275.00
					Total Due \$275.00

OK TO PAY
PMD 1/13/25
16.71.0917acc - SRT 19008



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

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

INVOICE

Invoice Number: 702619-38
Date: December 10, 2024
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: November 30, 2024

	Hours	Rate	Current Period	Billed To Date
001: Phase I Investigation (LS \$53,340)		90% Complete		\$48,006.00
002: Trekk (\$90,420) (Hrly)				\$89,172.71
003: Thiele Geotech (\$18,675) (Hrly)				\$19,200.00
004: Emspace & Lovgren (\$9,775) (Hrly)				\$11,809.67
005: Amendment 1 HGM (LS \$923)		100% Complete		\$923.00
006: Amendment 1 TREKK (\$4,000) (Hrly)				\$4,000.00
007: Phase 2 Final Design (Hrly)				\$201,345.71
008: Phase 2 Final Design TREKK (Hrly)				\$64,665.61
009: Phase 2 Final Design Emspace (Hrly)				\$10,763.73
010: Midwest Right of Way (\$58,725) (Hrly)				\$20,205.00
011: Construction Admin (Hrly)				
Design Engineer	130.50	136.32	\$17,789.76	
Design Engineer	101.75	148.48	\$15,107.84	
Engineer Technician	60.25	105.60	\$6,362.40	
Engineer Technician	22.25	123.84	\$2,755.44	
Senior Design Engineer	9.00	122.56	\$1,103.04	

Hours	Rate	Current Period	Billed To Date
		<u>\$43,118.48</u>	<u>\$835,496.60</u>

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

Thiele Geotech, Inc.		<u>\$4,409.00</u>	
		<u>\$4,409.00</u>	<u>\$61,565.50</u>

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

Engineer Technician	4.50	83.20	<u>\$374.40</u>	
			<u>\$374.40</u>	<u>\$374.40</u>
				<u>\$8,059.50</u>

014: Const. Surveying (Hrly)

Land Surveyor	4.50	134.40	<u>\$604.80</u>	
			<u>\$604.80</u>	<u>\$7,916.02</u>

Total Amount Billed	<u>\$1,383,503.45</u>
Less Previous Invoices	<u>\$1,334,996.77</u>
Invoice Total	<u>\$48,506.68</u>

←
Pay This
Amount

Outstanding Invoices

Invoice	0 - 30	31 - 60	61-90	Over 90	Balance
702619-37	11/11/2024	\$46,855.02			\$46,855.02
		<u>\$46,855.02</u>			<u>\$46,855.02</u>

Ch to PA-1
PMD 1/14/25
48/SEUFR = 02.71097000 - SEUR1301
12/STREET = 05.71097000 - SEUR1301
12/23, 283.21
12/25, 223.47

User: LALKEMA

DB: La Vista

Check #

Check #	Check Date	Vendor Name	Amount	Voided
1262066(E)	01/08/2025	US BANK NATIONAL ASSOCIATION	30,784.16	N
143979	01/08/2025	ALFRED BENESCH & COMPANY	1,044.00	N
143980	01/08/2025	FOSTER, TERRY	109.00	N
143981	01/08/2025	MACKIE CONSTRUCTION	160,832.51	N
143982	01/08/2025	NL & L CONCRETE	132,789.00	N
143983	01/08/2025	PAPILLION SANITATION	737.51	N
143984	01/08/2025	PLUTA, DON	109.00	N
143985	01/08/2025	SADLER ELECTRIC INC	7,893.53	N
143986	01/08/2025	SCHLEGEL, JEREMY	109.00	N
143987	01/08/2025	SCHMIDT, CODY	109.00	N
143988	01/08/2025	TITLECORE NATIONAL, LLC	825.00	N
143989	01/08/2025	TURFWERKS	64,415.00	N
143990	01/08/2025	VALLEY CORPORATION	117,570.54	N
143991	01/08/2025	VIXEN CONSTRUCTION LLC	13,305.50	N
1262063(A)	01/08/2025	FRATERNAL ORDER OF POLICE	2,215.00	N
1262064(A)	01/08/2025	POLICE & FIREMEN'S INSURANCE	316.29	N
1262065(A)	01/08/2025	UNION BANK & TRUST	50.00	N
143992	01/21/2025	A & L HYDRAULICS INC	71.28	N
143993	01/21/2025	AMAZON CAPITAL SERVICES, INC.	1,460.21	N
143995	01/21/2025	AMERICA'S FENCE STORE INC	24.44	N
143996	01/21/2025	AMERICAN LEGAL PUBLISHING CO	399.00	N
143997	01/21/2025	ANNE BREMER	100.00	N
143998	01/21/2025	ARNOLD MOTOR SUPPLY	1,985.49	N
143999	01/21/2025	BAKER & TAYLOR LLC	44.40	N
144000	01/21/2025	BARCO MUNICIPAL PRODUCTS INC	315.39	N
144001	01/21/2025	BGNE	1,853.79	N
144002	01/21/2025	BISHOP BUSINESS EQUIPMENT COMPA	227.04	N
144003	01/21/2025	BIZCO, INC.	107.41	N
144004	01/21/2025	BOSANEK, GARY	1,975.00	N
144005	01/21/2025	BSN SPORTS LLC	699.00	N
144006	01/21/2025	CANOYER GARDEN CENTER	271.67	N
144007	01/21/2025	CENTER MASS	1,019.00	N
144008	01/21/2025	CENTER POINT, INC.	290.04	N
144009	01/21/2025	CINTAS CORPORATION NO. 2	1,527.11	N
144010	01/21/2025	CITY OF PAPILLION	32,336.42	N
144011	01/21/2025	CLEARVIEW PET CARE CENTRE	251.80	N
144012	01/21/2025	CORNHUSKER SIGN & MFG CORP	2,523.14	N
144013	01/21/2025	CULLIGAN OF OMAHA	28.25	N
144014	01/21/2025	DEMCO INCORPORATED	249.60	N
144015	01/21/2025	DULTMEIER SALES LLC	35.20	N
144016	01/21/2025	EDGEWEAR SCREEN PRINTING	1,963.00	N
144017	01/21/2025	EMBLEM ENTERPRISES INC	1,052.91	N
144018	01/21/2025	FACTORY MOTOR PARTS	1,603.44	N
144019	01/21/2025	FEDEX	71.12	N
144020	01/21/2025	FIRST RESPONDER OUTFITTERS, INC	132.20	N
144021	01/21/2025	FUN EXPRESS LLC	100.37	N
144022	01/21/2025	G I CLEANERS & TAILORS	312.40	N
144023	01/21/2025	GALE	214.42	N
144024	01/21/2025	GENUINE PARTS COMPANY-OMAHA	210.19	N
144025	01/21/2025	GRAINGER	94.07	N
144026	01/21/2025	GRAYBAR ELECTRIC COMPANY INC	248.81	N
144027	01/21/2025	GREGG YOUNG CHEVROLET INC	166.07	N
144028	01/21/2025	HOME DEPOT CREDIT SERVICES	1,698.91	N
144029	01/21/2025	HONEYMAN RENT-ALL #1	272.50	N
144030	01/21/2025	INGRAM LIBRARY SERVICES LLC	2,057.16	N
144031	01/21/2025	J RETZ LANDSCAPE, INC	4,754.00	N
144032	01/21/2025	KANOPI, INC.	172.90	N
144033	01/21/2025	KEYMASTERS LOCKSMITH	27.50	N
144034	01/21/2025	KRIHA FLUID POWER CO INC	10.26	N
144035	01/21/2025	LEXIS NEXIS MATTHEW BENDER	479.61	N

User: LALKEMA

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Check #

Check #	Check Date	Vendor Name	Amount	Voided
144036	01/21/2025	LOGAN CONTRACTORS SUPPLY	4.31	N
144037	01/21/2025	LORI WILLENBORG	50.00	N
144038	01/21/2025	LOVELAND GRASS PAD	68.95	N
144039	01/21/2025	MENARDS-RALSTON	1,442.94	N
144042	01/21/2025	METROPOLITAN CHIEFS ASSOCIATION	85.00	N
144043	01/21/2025	METROPOLITAN COMMUNITY COLLEG	18,395.61	N
144044	01/21/2025	MICHAEL TODD AND COMPANY INC	3,335.31	N
144045	01/21/2025	MIDWEST PETROLEUM EQUIPMENT	200.00	N
144046	01/21/2025	MIDWEST TAPE	26.24	N
144047	01/21/2025	MIDWEST TURF & IRRIGATION	2,248.06	N
144048	01/21/2025	MUSCO SPORTS LIGHTING LLC	130,567.20	N
144049	01/21/2025	MYSTAFF INC	950.40	N
144050	01/21/2025	NEBRASKA LIBRARY COMMISSION	394.06	N
144051	01/21/2025	NEWSBANK	4,129.00	N
144052	01/21/2025	NMC GROUP INC	3,831.56	N
144053	01/21/2025	NORTH AMERICAN RESCUE	1,026.20	N
144054	01/21/2025	O'REILLY AUTO PARTS	1,688.15	N
144055	01/21/2025	OCLC INC	75.42	N
144056	01/21/2025	OFFICE DEPOT INC	401.53	N
144057	01/21/2025	OMAHA WINNELSON SUPPLY	1,230.32	N
144058	01/21/2025	OMAHA WORLD-HERALD	3,922.19	N
144059	01/21/2025	ON THE SPOT PRODUCTIONS	2,500.00	N
144060	01/21/2025	ONE CALL CONCEPTS INC	255.14	N
144061	01/21/2025	PAPILLION SANITATION	2,011.81	N
144062	01/21/2025	PAPIO-MISSOURI RIVER NRD	20,706.84	N
144063	01/21/2025	POLICE CHIEFS ASSN OF NEBR	200.00	N
144064	01/21/2025	RAINBOW GLASS & SUPPLY INC	403.00	N
144065	01/21/2025	REGAL AWARDS INC.	20.00	N
144066	01/21/2025	RICHARD RULE	12.00	N
144067	01/21/2025	ROB MCCLARY	16,000.00	N
144068	01/21/2025	ROOTED TREE SPECIALISTS	1,495.00	N
144069	01/21/2025	RTG BUILDING SERVICES INC	6,765.00	N
144070	01/21/2025	SARPY COUNTY FISCAL ADMINSTRTN	10,868.70	N
144071	01/21/2025	SECURITY EQUIPMENT INC.	225.00	N
144072	01/21/2025	SEWING CONCEPTS INC	775.00	N
144073	01/21/2025	SIGN IT	1,350.50	N
144074	01/21/2025	SPRINGSHARE LLC	509.00	N
144075	01/21/2025	STRADA OCCUPATIONAL HEALTH	1,140.00	N
144076	01/21/2025	SUBURBAN NEWSPAPERS INC	315.79	N
144077	01/21/2025	THE CHILD'S WORLD, INC.	1,675.55	N
144078	01/21/2025	THE FILTER SHOP, INC.	86.20	N
144079	01/21/2025	THE SCHEMMER ASSOCIATES INC	825.00	N
144080	01/21/2025	THE STEPPE CENTER	1,769.00	N
144081	01/21/2025	TORNADO WASH LLC	217.00	N
144082	01/21/2025	TRANS UNION RISK AND ALT. DATA S	75.00	N
144083	01/21/2025	ULEMAN ENTERPRISES, INC	1,662.30	N
144084	01/21/2025	UNITE PRIVATE NETWORKS LLC	4,950.00	N
144085	01/21/2025	UNMC	977.00	N
144086	01/21/2025	VERIZON WIRELESS	18.02	N
144087	01/21/2025	VOIANCE LANGUAGE SERVICES, LLC	25.00	N
144088	01/21/2025	WALMART COMMUNITY BRC	1,212.14	N
144089	01/21/2025	WELDON PARTS INC.	15.72	N
144090	01/21/2025	WESTLAKE HARDWARE INC NE-022	1,173.26	N
144091	01/21/2025	WHITE CAP LP	51.00	N
144092	01/21/2025	WOODHOUSE CHEVROLET	1,106.36	N
1262075(A)	01/21/2025	ABM INDUSTRIES, INC	14,855.61	N
1262076(A)	01/21/2025	CITY OF OMAHA	89.24	N
1262077(A)	01/21/2025	FRATERNAL ORDER OF POLICE	2,215.00	N
1262078(A)	01/21/2025	POLICE & FIREMEN'S INSURANCE	316.29	N
1262079(E)	01/21/2025	ACTIVE NETWORK LLC	227.65	N

User: LALKEMA

DB: La Vista

Check #

Check #	Check Date	Vendor Name	Amount	Voided
1262080(E)	01/21/2025	BLACK HILLS ENERGY	8,005.99	N
1262081(E)	01/21/2025	BOK FINANCIAL	188,480.83	N
1262082(E)	01/21/2025	CENTURY LINK/LUMEN	601.90	N
1262083(E)	01/21/2025	CENTURY LINK/LUMEN	96.84	N
1262084(E)	01/21/2025	CNA SURETY	82.16	N
1262085(E)	01/21/2025	COX COMMUNICATIONS, INC.	467.15	N
1262086(E)	01/21/2025	ESSENTIAL SCREENS	89.20	N
1262087(E)	01/21/2025	GREATAMERICA FINANCIAL SERVICES	2,156.73	N
1262088(E)	01/21/2025	MARCO INCORPORATED	153.87	N
1262089(E)	01/21/2025	METROPOLITAN UTILITIES DISTRICT	2,786.64	N
1262090(E)	01/21/2025	MID-AMERICAN BENEFITS INC	5,662.90	N
1262091(E)	01/21/2025	NE DEPT OF REVENUE-SALES TAX	56.74	N
1262092(E)	01/21/2025	OMAHA PUBLIC POWER DISTRICT	48,354.98	N
1262093(E)	01/21/2025	ADP INC	1,116,593.14	N
1262094(E)	01/21/2025	LAS VEGAS MONORAIL	23.75	N
1262095(E)	01/21/2025	MISSIONSQUARE RETIREMENT	206,761.22	N
1262096(E)	01/21/2025	NE DEPT OF REV-MOTOR FUEL TAX	708.00	N
1262097(E)	01/21/2025	PERU STATE COLLEGE	50.00	N
TOTAL:				2,450,950.17

APPROVED BY COUNCIL MEMBERS ON: 01/21/2025

COUNCIL MEMBER

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JANUARY 21, 2025 AGENDA

Subject:	Type:	Submitted By:
PRESENTATION - BCDM LIBRARY RENOVATION STUDY	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	ROSE BARCAL LIBRARY DIRECTOR

SYNOPSIS

A representative from the architectural firm of Beringer Ciaccio Dennell Mabrey, Inc. (BCDM) will be in attendance to present the findings and recommendations resulting from the Library Renovation Study.

FISCAL IMPACT

None.

RECOMMENDATION

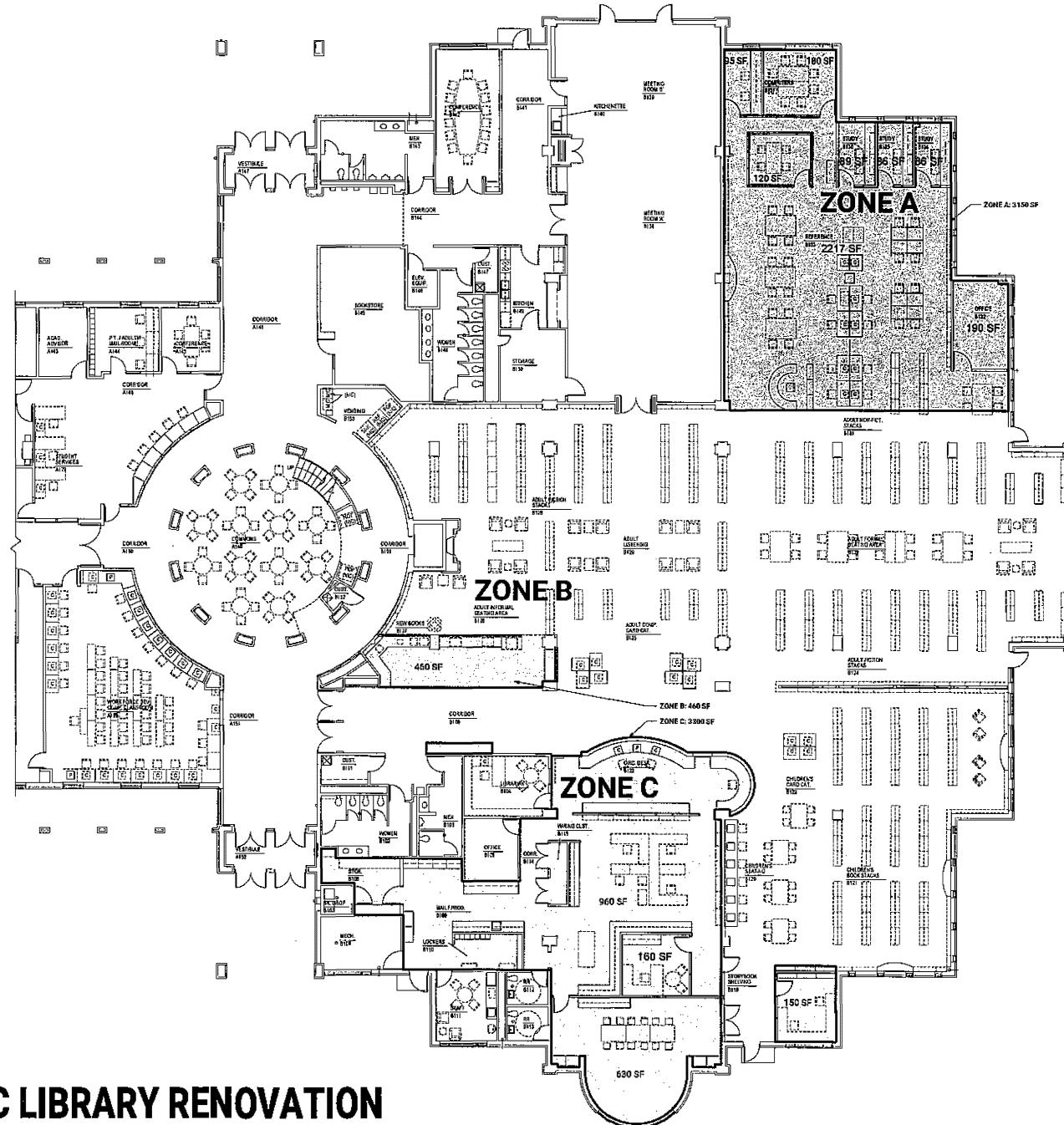
Accept.

BACKGROUND

The Library has added several full time staff members since its opening in 1999. Employees are currently sharing office space that was meant for one person, work spaces (desks) behind the circulation area are stacked against each other as well as the copy machine, storage areas and counters, and the Administrative Assistant who was hired this year does not have her own work space. The evening/weekend supervisor does not have office space in which to have a private conversation or do evaluations with her staff. There is a need for additional study room space as these rooms are occupied on a regular basis and staff cannot meet the number of requests they have to use them. Also, use of the “maker space” continues to grow and there is currently no good storage or workspace for the multiple pieces of equipment that make up this area.

Consequently, a project was included in the FY24 CIP for a space needs study at the Library. The original architect for the building, BCDM, was contacted for advice regarding potential building modifications to better meet the needs of staff and the public. They met with staff several times over a period of three months to gather thoughts and ideas and discuss potential concepts for updates to the facility. This was done at no cost to the City.

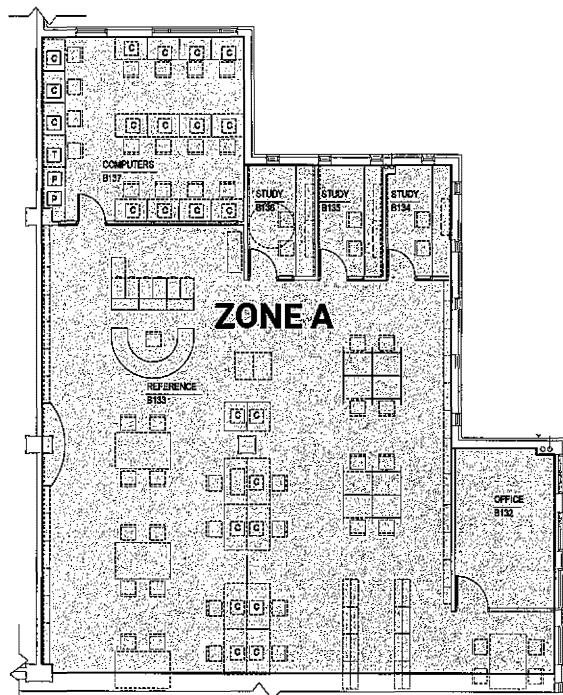
On August 20, 2024, Council authorized a professional services agreement with BCDM in the amount of \$9,500 to prepare probable construction costs for the proposed changes as well as a phasing plan. The proposed plans and cost information will be presented by BCDM at the meeting. The intent is to use this information for planning purposes as we prepare our annual CIP update, to determine timing and priorities for these potential projects.



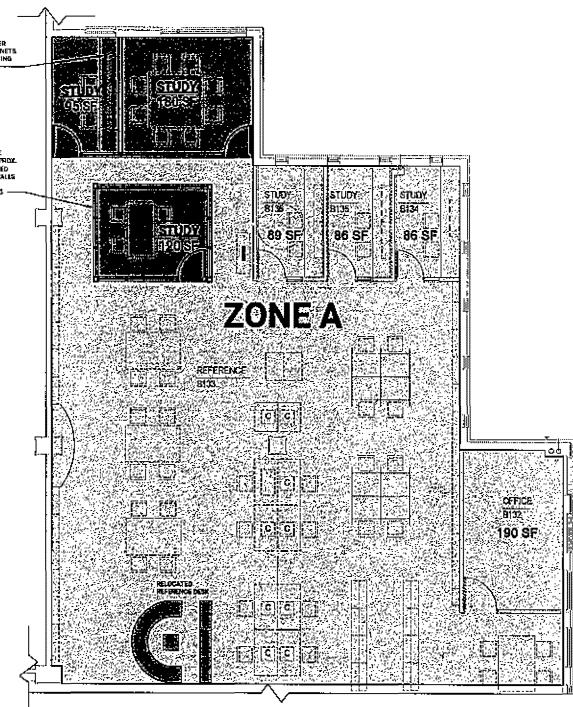
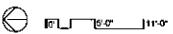
LA VISTA PUBLIC LIBRARY RENOVATION

BCDM NO. 5524-00 11/15/2024



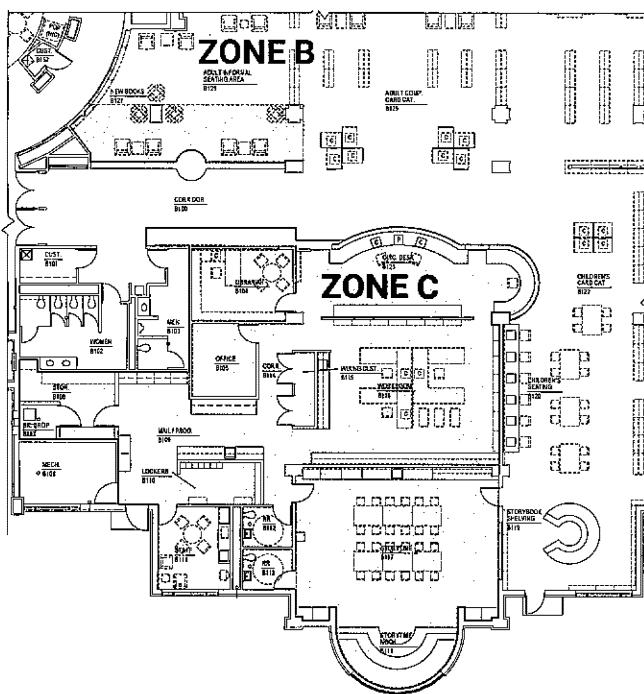


ZONE A - EXISTING CONDITIONS

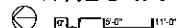


ZONE A

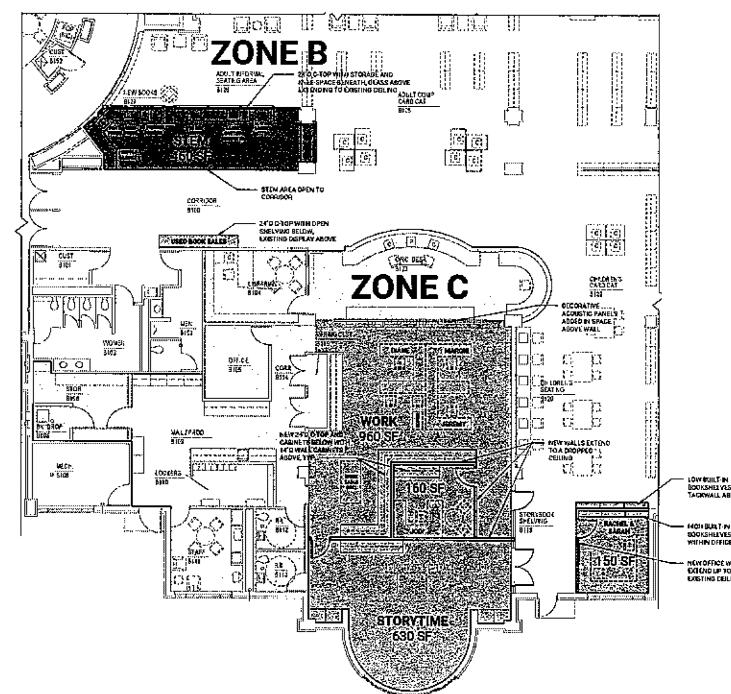
LA VISTA PUBLIC LIBRARY RENOVATION



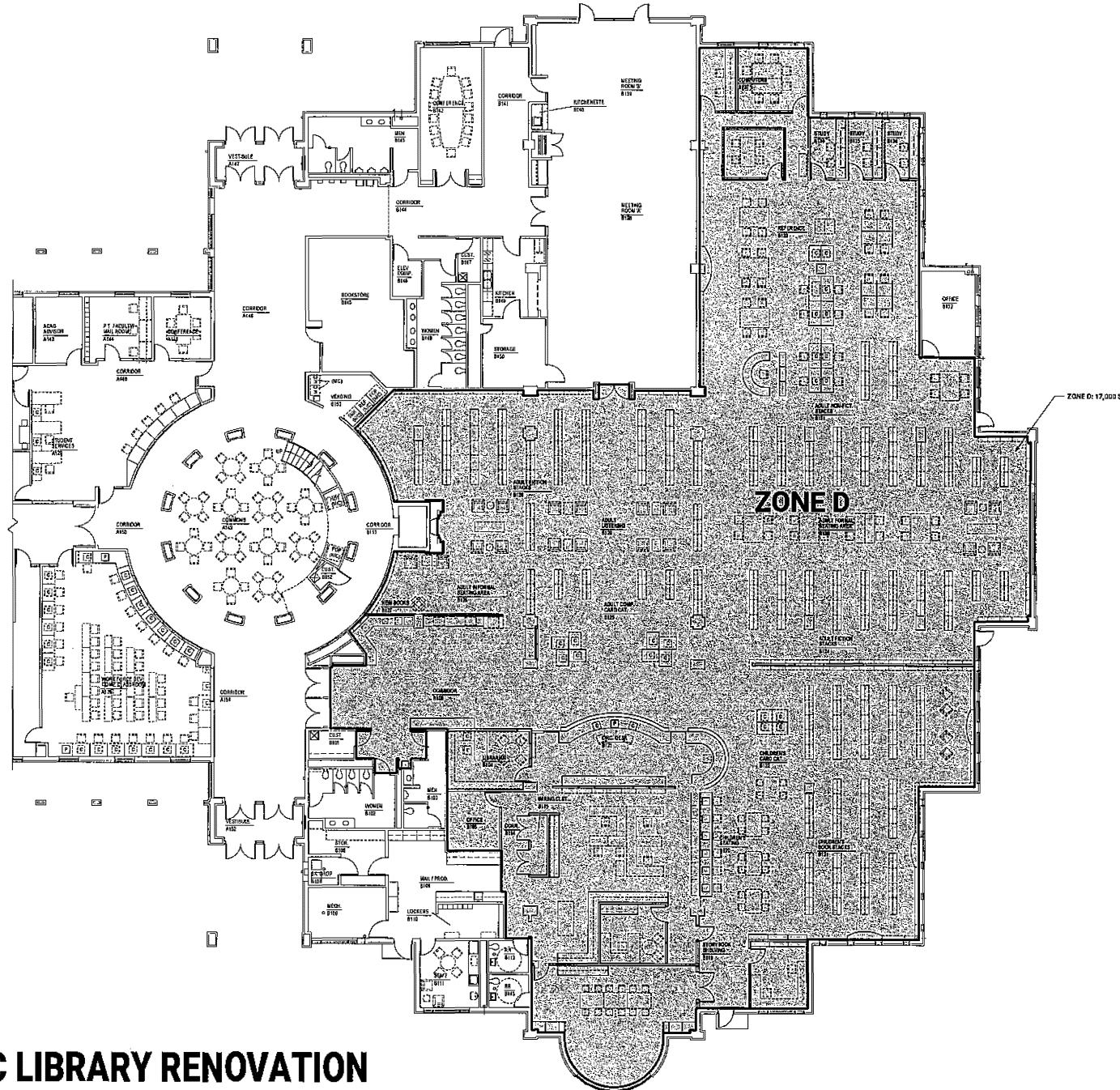
ZONE B & C EXISTING CONDITIONS



LA VISTA PUBLIC LIBRARY RENOVATION



ZONE B & C



LA VISTA PUBLIC LIBRARY RENOVATION

PCDM NO. 5524-00 11/15/2024





City of LaVista
Public Library Renovation
BCDM Project No. 5524-00

11/15/2024

OPINION OF PROBABLE CONSTRUCTION COST

COST SUMMARY

A. ZONE-A Study Rooms	3,150 SF @	\$41.46 - \$45.63 /SF	\$130,597 - \$143,731
B. ZONE-B STEM Zone	460 SF @	\$128.04 - \$140.97 /SF	\$58,898 - \$64,844
C. ZONE-C Staff and Childrens	3,300 SF @	\$74.65 - \$82.24 /SF	\$246,345 - \$271,392
D. ZONE-D Remaining Carpet Replacement*	10,690 SF @	\$8.25 - \$8.63 /SF	\$88,193 - \$97,012
TOTAL:			\$540,033 - \$573,349

*If Carpet Replacement for entire space was done without other renovations, the cost would be approximately \$140,250 - \$154,275.

A. ZONE-A

- GENERAL BUILDING CONSTRUCTION			
- General Construction	3,150 SF @	\$25.00 - \$27.50 /SF =	\$78,750 - \$86,625

- MECHANICAL, PLUMBING & ELECTRICAL CONSTRUCTION			
- Fire Protection & HVAC	3,150 SF @	\$6.50 - \$7.20 /SF =	\$20,475 - \$22,680
- Electrical (Power, Lighting, Fire Alarm & Data)	3,150 SF @	\$4.00 - \$4.40 /SF =	\$12,600 - \$13,860

- SUBTOTAL CONSTRUCTION:			<u>\$111,825 - \$123,165</u>
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- EQUIPMENT:			
- Furniture	1 LS @	\$6,900 - \$7,500 /SF =	\$6,900 - \$7,500

- SUBTOTAL CONSTRUCTION & EQUIPMENT:			<u>\$118,725 - \$130,665</u>
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- CONTINGENCY	10%		<u>\$11,872 - \$13,066</u>
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- TOTAL:			<u>\$130,597 - \$143,731</u>
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B. ZONE-B

- GENERAL BUILDING CONSTRUCTION			
- General Construction:	460 SF @	\$90.00 - \$99.00 /SF =	\$41,400 - \$45,540
- MECHANICAL, PLUMBING & ELECTRICAL CONSTRUCTION			
- HVAC	460 SF @	\$2.40 - \$2.65 /SF =	\$1,104 - \$1,219
- Electrical (Power, Lighting, Fire Alarm & Data)	460 SF @	\$24.00 - \$26.50 /SF =	\$11,040 - \$12,190
- SUBTOTAL CONSTRUCTION:			<hr/> \$53,544 - \$58,949
- EQUIPMENT:			
- NA			
- CONTINGENCY	10%		<hr/> \$5,354 - \$5,895
- TOTAL:			<hr/> \$58,898 - \$64,844

C. ZONE-C

- GENERAL BUILDING CONSTRUCTION			
- General Construction: (see note-3)	3,300 SF @	\$37.25 - \$41.00 /SF =	\$122,925 - \$135,300
- MECHANICAL, PLUMBING & ELECTRICAL CONSTRUCTION			
- Fire Protection & HVAC	3,300 SF @	\$11.75 - \$13.00 /SF =	\$38,775 - \$42,900
- Electrical (Power, Lighting, Fire Alarm & Data)	3,300 SF @	\$8.50 - \$9.40 /SF =	\$28,050 - \$31,020
- SUBTOTAL CONSTRUCTION:			<hr/> \$189,750 - \$209,220
- EQUIPMENT:			
- Furniture	1 LS @	\$34,200 - \$37,500 =	\$34,200 - \$37,500
- SUBTOTAL CONSTRUCTION & EQUIPMENT:			<hr/> \$223,950 - \$246,720
- CONTINGENCY	10%		<hr/> \$22,395 - \$24,672
- TOTAL:			<hr/> \$246,345 - \$271,392

C. ZONE-D

- GENERAL BUILDING CONSTRUCTION			
- General Construction:	10,690 SF @	\$7.50 - \$8.25 /SF =	\$80,175 - \$88,193
- SUBTOTAL CONSTRUCTION:			<hr/> \$80,175 - \$88,193
- EQUIPMENT:			
- NA			
- CONTINGENCY	10%		<hr/> <u>\$8,018 - \$8,819</u>
- TOTAL:			<hr/> \$88,193 - \$97,012

Notes:

1. Above Costs are current prices as of 2024. Add additional inflation for later bid date.
2. Estimated costs does not include abatement of any hazardous materials (asbestos, mold, etc.) if they are encountered.
3. Professional Services Costs are NOT included (architectural & engineering fees).
4. Other Soft Costs that may or may not be required that have not been included are any Construction Manager, pre-construction fees, State Fire Marshal review fees, City



LA VISTA MUNICIPAL CAMPUS MASTER PLAN

Draft

FALL 2024

PREPARED FOR THE CITY OF LA VISTA, NEBRASKA
BY RDG PLANNING & DESIGN

ACKNOWLEDGMENTS

MAYOR & COUNCIL

Mayor Douglas Kindig

Kim Thomas, Council President (Ward I)

Terrilyn Quick (Ward I)

Ron Sheehan (Ward II)

Kelly Sell (Ward II)

Alan W. Ronan (Ward III)

Deb Hale (Ward III)

Jim Frederick (Ward IV)

Kevin Wetuski (Ward IV)

STEERING COMMITTEE

Brenda Gunn
City Administrator

Rachel Carl
Assistant to the City Administrator
& Project Manager

Jason Allen
Park Superintendent

Cale Brodersen
Assistant Planner

Pam Buethe
City Clerk

Heather Buller
Recreation Director

Pat Dowsse
City Engineer

Cody Meyer
Building Superintendent

Ryan South
IT Manager

Kim Thomas
City Council President

CONSULTANT

RDG Planning & Design, Inc.
www.RDGUSA.com

EXECUTIVE SUMMARY

The La Vista Municipal Campus Master Plan outlines a forward-thinking strategy to modernize City Hall and the Community Center, ensuring these essential facilities meet the needs of residents, visitors and staff for decades to come. Rooted in community input, this plan addresses current challenges while creating a vibrant civic hub that reflects La Vista's growth, values, and vision for the future.

WHY THIS PLAN MATTERS

Over the past 30 years, La Vista has grown into a dynamic city, but its municipal facilities have not kept pace. City Hall and the Community Center face significant challenges:

- **Limited Space:** Crowded offices, staff and department separations, insufficient recreational areas and minimal storage.
- **Aging Infrastructure:** Failing mechanical systems that impact functionality and efficiency.
- **Accessibility Issues:** Persistent barriers that fail to meet current ADA standards.

These limitations hinder service delivery and fail to support the vibrant, inclusive community that La Vista residents deserve.

KEY ENHANCEMENTS

Guided by feedback from over 1,200 residents, the Master Plan prioritizes spaces that foster connection, accessibility and adaptability:

- **Modernized City Hall:** Expanded office space, upgraded council chambers and efficient layouts to enhance collaboration and public service.

- **Enhanced Community Center:** Flexible multi-purpose spaces, a dedicated senior area, a teen room and shared entries and gathering areas to encourage intergenerational engagement.
- **Improved Recreational Facilities:** A gymnasium with an elevated walking track, upgraded fitness areas, outdoor amenities and walking paths.
- **Accessibility and Inclusivity:** Comprehensive updates to address ADA compliance and ensure all residents feel welcome.
- **Sustainability and Efficiency:** Energy-efficient mechanical systems and sustainable design elements to reduce long-term costs and environmental impact.

A PHASED APPROACH TO IMPLEMENTATION

To ensure cost-effectiveness and minimal disruptions, the plan is divided into three phases:

1. **Phase One:** Address critical needs, including ADA compliance and initial additions and renovations to City Hall and the Community Center.
2. **Phase Two:** Add new facilities, such as a gymnasium, expanded recreation spaces and upgraded infrastructure.
3. **Phase Three:** Complete the vision with outdoor enhancements, including green spaces, walking paths and gathering areas.

A COMMUNITY-CENTERED VISION

This plan is shaped by the voices of La Vista residents. Input from surveys, focus groups, and events like La Vista Days highlighted the need for spaces that bring people together—places where neighbors can meet, kids can play and the community can thrive.

LOOKING AHEAD

The La Vista Municipal Campus Master Plan is more than a building project—it's an investment in the future. By prioritizing accessibility, sustainability and adaptability, this plan ensures La Vista will continue to be a welcoming, connected and vibrant city for all. Together, we're building spaces that reflect our community's spirit and support its growth for generations to come. This report documents and synthesizes space needs, staffing projections, community desires and trend research to provide the guidance necessary to take action. This information provides a strong foundation and springboard for advancing the final design and construction processes needed to improve campus efficiency and quality of life for La Vista residents. For a detailed outline of the next steps, refer to the Implementation Chapter. The following is a streamlined summary of immediate actions to consider.

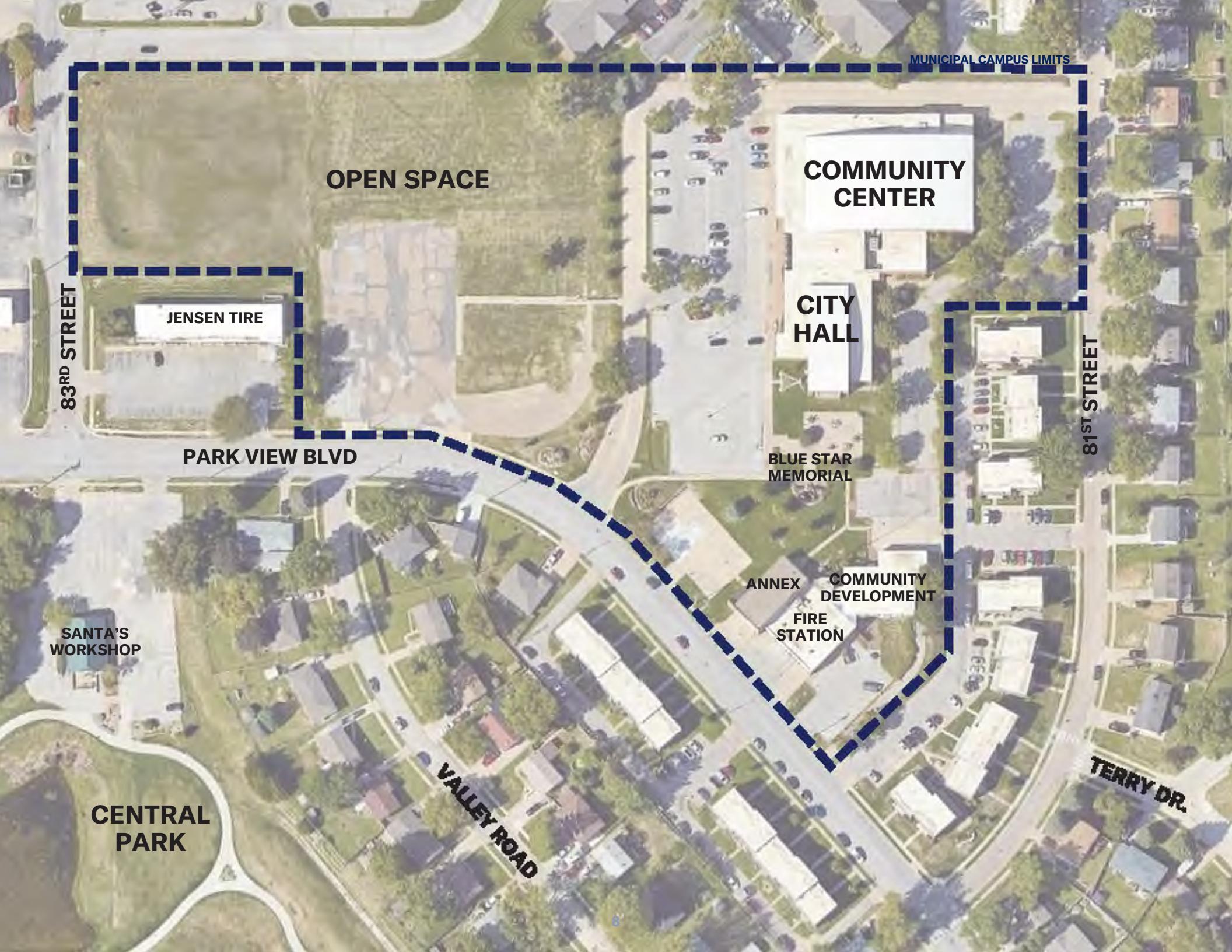
1. **Confirm Priorities and Funding Strategy**
2. **Address ADA Compliance Issues**
3. **Prepare Mechanical Replacement Plan**
4. **Initiate Next Phase of Design**

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INTRODUCTION

**AN OVERVIEW OF PROJECT
HISTORY, BACKGROUND AND
IMPORTANCE OF PLANNING**



83RD STREET

MUNICIPAL CAMPUS LIMITS

OPEN SPACE

JENSEN TIRE

COMMUNITY
CENTER

CITY
HALL

BLUE STAR
MEMORIAL

ANNEX
COMMUNITY
DEVELOPMENT

FIRE
STATION

PARK VIEW BLVD

SANTA'S
WORKSHOP

CENTRAL
PARK

VALLEY ROAD

TERRY DR.

LA VISTA BACKGROUND



La Vista is located in Sarpy County, the fastest growing county in the state. La Vista has changed dramatically over the past 60 years, from a small subdivision to a thriving community of over 16,000 people. Growth will naturally slow for the community as only a limited number of places remain to develop or redevelop. While county-wide growth creates great opportunities for the City, this demands that La Vista creatively leverage existing facilities to ensure the highest quality of services are made available to residents today and into the future.

Founded in 1960, La Vista is a young and dynamic city located southwest of Omaha, near Bellevue, Ralston and Papillion. The city is ideally positioned close to Offutt Air Force Base, Eppley

Airfield and major interstate highways. The name "La Vista," meaning "The View" in Spanish, reflects the scenic Big Papio Creek Basin enjoyed by the city's first residents.

La Vista's strategic growth plan and robust infrastructure make it a prime destination for businesses and skilled residents alike. Recent infill and development projects have enhanced the city's amenities, complementing its welcoming residential charm. While new developments progress, La Vista remains committed to maintaining and improving existing facilities and infrastructure. This ensures exceptional services for residents and supports the city's average daytime population of over 27,000 people, driven by a steady influx of visitors.

La Vista's Strategic Plan focuses on five overarching areas including; (1) Quality of Life and Community Identity, (2) Economic Vitality, (3) Infrastructure Investment, (4) Safe Community and Thriving Neighborhoods and (5) Governance and Fiscal Responsibility.

CITY VISION

La Vista's vision is to be a place where community isn't just a word, but a way of life; where strong leadership and a diverse economic base have built a great city; where passion and pride will ensure a bright future. The vision for La Vista is based on how we experience the city every day; a place where it is possible to Live Long, Work Hard, Shop Local, Have Fun, Move About and Prosper.

PURPOSE OF THE PLAN

BY THE NUMBERS

The City of La Vista is working to establish a vision for the future of the Municipal Campus, including the Community Center/City Hall building and the overall site.

The current Community Center and City Hall facility is over 30 years old!

A lot has changed since its construction. The needs of the community and City staff have outgrown the buildings on site. Mechanical systems are in need of attention, and community surveys indicate a desire for improved facilities.

Extensive consideration for redevelopment of this site will position the campus well within La Vista to capture potential growth and maintain a positive quality of life for existing residents.

As seen on the right, city population, City staff and city limits have all grown substantially over the past three decades while the Community Center and City Hall have only received minor improvements. This plan aims to prepare for the future of this facility and the City of La Vista.

WHAT HAS CHANGED IN THE LAST 30 YEARS?

LA VISTA CITY STAFF (FTES)

YEARS	1994	2024
CITY ADMINISTRATION	2.0	6.0
ADMINISTRATIVE SERVICES	4.5	11.5
COMMUNITY DEVELOPMENT	1.0	6.0
COMMUNITY RECREATION	3.5	10.5
	11.0	34.0

**1994 Resident Population
10,501**

**2024 Resident Population
16,346**

**2024 Services Provided to
27,000**



PROJECT OVERVIEW

The approximately 9.2 acre campus site is currently developed with an adjoined City Hall/Community Center building and fire station building that also houses the Community Development Department and a 2,300 SF general meeting/training room (The Annex). Within the Community Center is located the Recreation Department and "Senior Center."

THE GOALS OF THIS PROJECT INCLUDE:

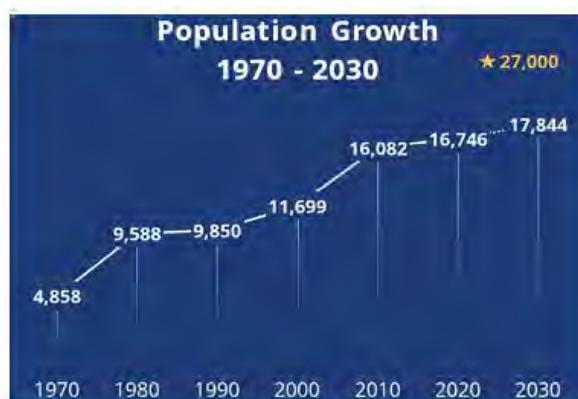
- Improve adjacencies and increasing the overall space and flexibility of City Hall and the Recreation Department offices, in accordance with modern work habits and office technology.*
- Expand service delivery capabilities for senior programs through new amenities offered within a Community Center concept similar in nature to that of a Senior Center but appealing to a wider range of the 55+ community.*
- Resolve accessibility concerns and deficiencies identified within the 2022 ADA Self-Check Survey.*
- Develop a plan that creates multi-generational spaces within the Community Center with flexibility that supports life-long activities for all members of the community, youth to adult.*
- Identify an on-site location for a Reflection Plaza, intended to be a space for the community to gather to honor and remember loved ones (veterans, community members) and reflect.*
- Create synergies between this Plan and Vision 84 related improvements including Central Park and City Centre.*
- Articulate a phased implementation plan that incorporates a rational method for project development.*

POPULATION & GROWTH

With the completion of several known development projects, the city's population is anticipated to increase 7% from 2020 to 2030. This growth does not consider any annexations.

To provide for the prosperity of La Vista's current and future residents, the City also provides certain services to those areas outside of the city limits but within the Extra-Territorial Zoning Jurisdiction (ETJ) that may one day be annexed into the city. La Vista conducts the zoning review, building permitting, code enforcement and occasional emergency response services to residential neighborhoods within La Vista's ETJ to ensure orderly development, land use and public safety. These neighborhoods currently include an additional 8,747 people.

Beyond city residents and people living within La Vista's ETJ, the City also provides services, such as public safety, to workers that commute to La Vista. It is estimated that the daytime population increases by over 2,000 people due to commuters working within the city limits. In total, City services – whether recreation, permitting or public safety – are provided to over 27,000 people on a regular basis.



PROJECT INTENT

The design team was hired to work collaboratively with City staff, Steering Committee and La Vista residents to provide planning and design services that assist in the development of a master plan to support future redevelopment of the campus site. This master plan incorporates the following components to support the overall goals of the project:

- Adequate space for efficient, effective and modern City Hall and Recreation Department administrative offices, and City Council chambers.*
- Remedied accessibility issues as identified in the 2022 ADA Self-Check Survey.*
- Meeting and activity space that is a welcoming crossroads for all ages, preferences and abilities.*
- Opportunities to develop open space as a Reflection Plaza and other public space with emphasis to support special events.*
- Creative solutions to connect with Central Park and the 84th Street corridor to create a distinct and memorable civic space that will be instrumental in enhancing quality of life.*
- Adequate parking areas and efficient traffic flow throughout the site with an emphasis on pedestrian safety.*
- Preparation for impending mechanical failures based on aging equipment in need of replacement.*
- Enhanced innovation and collaboration within City Hall and Community Development through adjacencies and shared spaces.*
- Improved, dedicated senior programming space.*
- Adaptability of space to handle ever-evolving staff, elected officials and community needs.*

PURPOSE OF THE PLAN

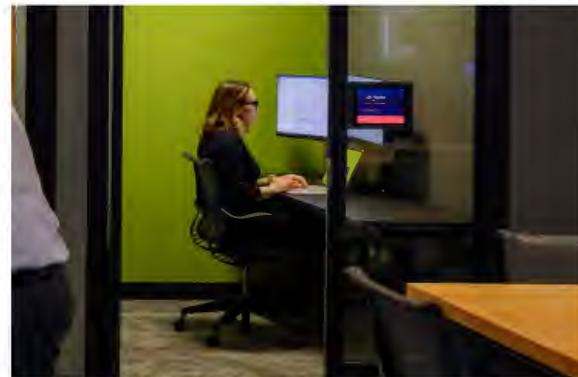
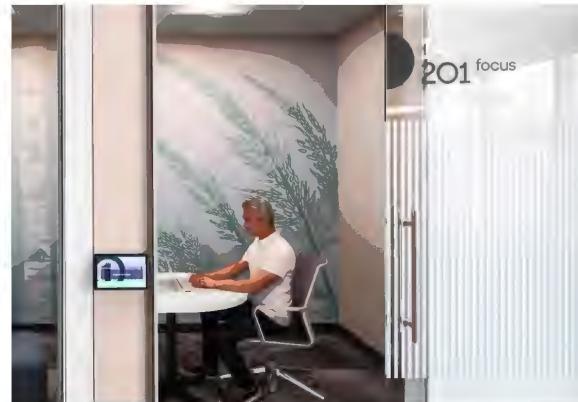
PREPARING FOR THE FUTURE WHILE MEETING DEMANDS OF TODAY

WORKPLACE

The modern workplace is undergoing a significant transformation. The shift to remote and hybrid work has resulted in employers focusing on designing inviting, flexible spaces that can easily adapt to continuously evolving employee preferences. Before the pandemic, there was a growing movement towards more open and collaborative work environments, and while the cramped cubicles and fluorescent lighting of yesteryear have continued to recede, our move toward a post-pandemic reality is bringing about even more changes to the workplace. Features that promote health and well-being are certainly front and center, but there has also been a shift in the way the office space is being utilized.

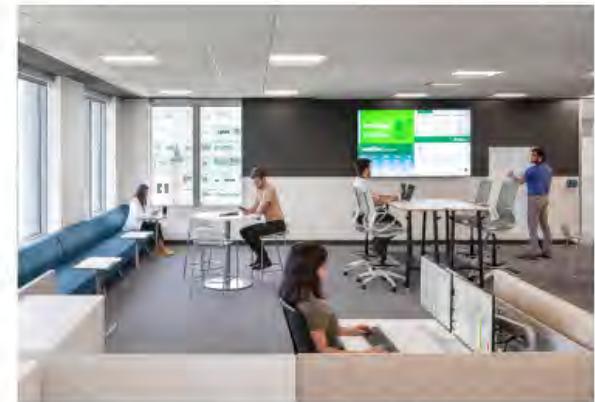
As hybrid work models become the norm, more employers are replacing single-occupancy offices with workstations supplemented by reservable focus rooms or "me" spaces and adaptable "we" spaces for casual meetings. This approach reduces wasted single-use office space, resulting in a more balanced office layout. Some larger businesses can further consolidate with shared workstations. However, this model is less effective for City staff, who need consistent yet flexible in-office schedules to serve the public effectively.

As this applies to La Vista, the existing space lacks these shared "me" and "we" spaces. An increase in meeting rooms, individual focus rooms and communal and informal meeting spaces is desired to support the work flow and collaboration between teams.



ME SPACES

Individual space that is dedicated for task focused work. These spaces can be reservable or used in conjunction with other flexible or adaptable spaces.



WE SPACES

Shared spaces that vary from individual to group use. Reservable or not, these spaces are not dedicated to an individual and are available for use by all.

RECREATION

Community recreation centers have always played a vital role in enhancing quality of life by offering spaces for physical activity, social interaction and personal development. They cater to today's diverse needs by promoting health and wellness, providing youth programs and serving as safe gathering spots for residents of all ages.

The pandemic forced a rapid shift in use, with a significant increase in virtual programming, outdoor activities and health-related services like vaccination clinics. The experience highlighted the need for adaptability and resilience in these community spaces.

As we move forward, community recreation centers must continue to evolve by incorporating hybrid models that blend in-person and online offerings, enhancing accessibility and focusing on public health and safety. At the same time, when evaluating future programming and facility use, embracing new technologies, adopting sustainable practices, staying attuned to emerging trends and community needs and anticipating changes in population and interests are crucial. By continually evolving, the City of La Vista Community Center can ensure it continues to serve as a vital, adaptable resource that meets both the current and future needs of the community.

For the City of La Vista, a potential shared entrance for City Hall and the Recreation Center will enhance the visibility of program offerings and the opportunities available to the public. With the revitalization and thoughtful addition of useful space, the plan is to strive for integrated and multi-use spaces while at the same time providing specific, scheduled use for senior programming, recreation functions, rental opportunities and

community events that will bring diverse groups of people together in an environment that encourages building relationships. Previous plans for the Municipal Campus have included recommendations for a separate Senior Center to be constructed on site. This topic was discussed with staff and seniors during the planning process and resulted in consensus that a separate facility was not desired, but that space dedicated for use by seniors would meet their needs while offering the benefits of intergenerational interaction within the Community Center.

According to the National Council on Aging, throughout one's lifespan, regular physical activity engagement has been linked to many aspects of brain health, including heightened memory, faster

processing, better concentration and problem-solving and a decrease in the chemicals that are present in several forms of dementia. Engaging in physical activities with others through intergenerational play also boosts brain health by supporting social connectedness, sense of place and meaning and mental health - all of which have been tied to cognitive function in older adulthood.

These metrics are further supported by feedback from seniors and teens during focus group meetings conducted as part of this planning process. Both groups expressed a desire for more opportunities to interact with neighbors who are either younger or older than themselves, respectively.

RECREATION TRENDS TO INFLUENCE PLANNING FOR THE FUTURE



MULTI-PURPOSE SPACES



INDOOR / OUTDOOR SPACES



DESTINATIONS



RAPID CHANGE



EQUITY + INCLUSION



ACTIVE + PASSIVE

PLANNING PROCESS

The plan's concepts flow from the opinions and perceptions of those who best know the City of La Vista: local residents and City staff. Gathering feedback at public events, regularly meeting with the steering committee and reviewing past community input survey information informed the proposed design of the redeveloped Community Center, City Hall and contextual Municipal Campus. Components of the planning and public engagement process included:

- **Steering Committee**

The project team met with the project steering committee periodically to discuss the coordination of events, the gathering of input and to review feedback and direction on important planning characteristics.

- **City Departments Workshop**

Shortly after the initiation of the project, a two-day workshop was held at the Municipal Campus to meet with City staff from a variety of departments and allow them to shape the future of the campus character and vision.

- **2018 Community Interest & Opinions Survey**

The 2018 Community Interest and Opinion Survey highlights critical areas for focus in site development, particularly in enhancing recreation facilities and programming. Content from this survey assisted the steering committee in the decision-making processes.

- **National Community Survey**

In spring 2023, the City conducted the National Community Survey (NCS), which revealed overwhelmingly positive feedback from residents. This feedback continues to validate the vision for the future of La Vista for City leadership.

- **Let's Eat, La Vista!**

On October 21, 2023, the project team and steering committee members joined forces with the Community Pancake Feed to host the first public engagement event for the project. This event framed up the project intent for the public and provided an opportunity for residents to provide guidance for the future.

- **Stakeholder Focus Groups**

In February and March of 2024, City staff facilitated multiple focus group meetings with eleven different stakeholder groups that currently use or have strong opportunities to use the Community Center. Feedback from these individuals helped to refine priorities.

- **La Vista Days**

On June 1, 2024, the project team hosted a 7-hour community engagement event at La Vista's annual La Vista Days Celebration. Items shared with the public included a project overview, preliminary design concepts, opportunities for comments and conversation, and a fun activity for people to show their support for planned programming for the Community Center.

"[I'm] excited to see this grow and hope it builds more community. We love living here and all the free events. My daughter would love more innovative playgrounds - free play areas both indoor and outdoor, nature play areas, etc."

Resident Quote from La Vista Days

400+

Attendees at Meetings and Events

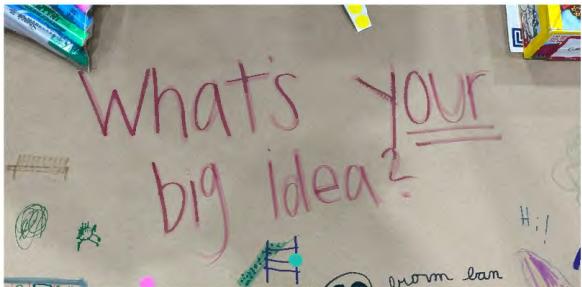
331 **3**

Visual Listening
Board Votes
(non-scientific
assessment)

Major Public
Engagement
Activities over
8 Months

500+

Program Preferences shared
during La Vista Days



CAMPUS NEEDS

**A LOOK AT PROJECT PARAMETERS
FROM PHYSICAL ASSESSMENTS
TO VISION AND STRATEGY**

SWOT ANALYSIS

INTRODUCTION

A Strengths, Weaknesses, Opportunities and Threats (SWOT) analysis is often used by businesses and organizations to give an assessment of a particular proposal, situation or project. The purpose is to provide an objective analysis that helps individuals or organizations make informed decisions and develop effective strategies as they plan for the future or take on new growth. For this plan, the analysis is tailored for a general existing facility condition to help develop a long-term master plan for the Municipal Campus. This analysis has been assembled after interviews and review of comments from staff assessments, on-site observations, review of existing facility drawings and plans and review of previously developed facility reports or assessments. Assessments provided in 2008, 2019 and 2022 have been reviewed and comments have been considered as references to these past assessments where relevant.

OVERVIEW

Items identified in the 2022 ADA Self-Check Survey that have not been remediated need to be a priority with any new work. Any deficiencies should be appropriately addressed by following guidance from the ADA Survey. Restrooms are of concern where clearances do not meet modern clearance requirements. As a public facility, it is in the best interest of the City that these items be addressed promptly.

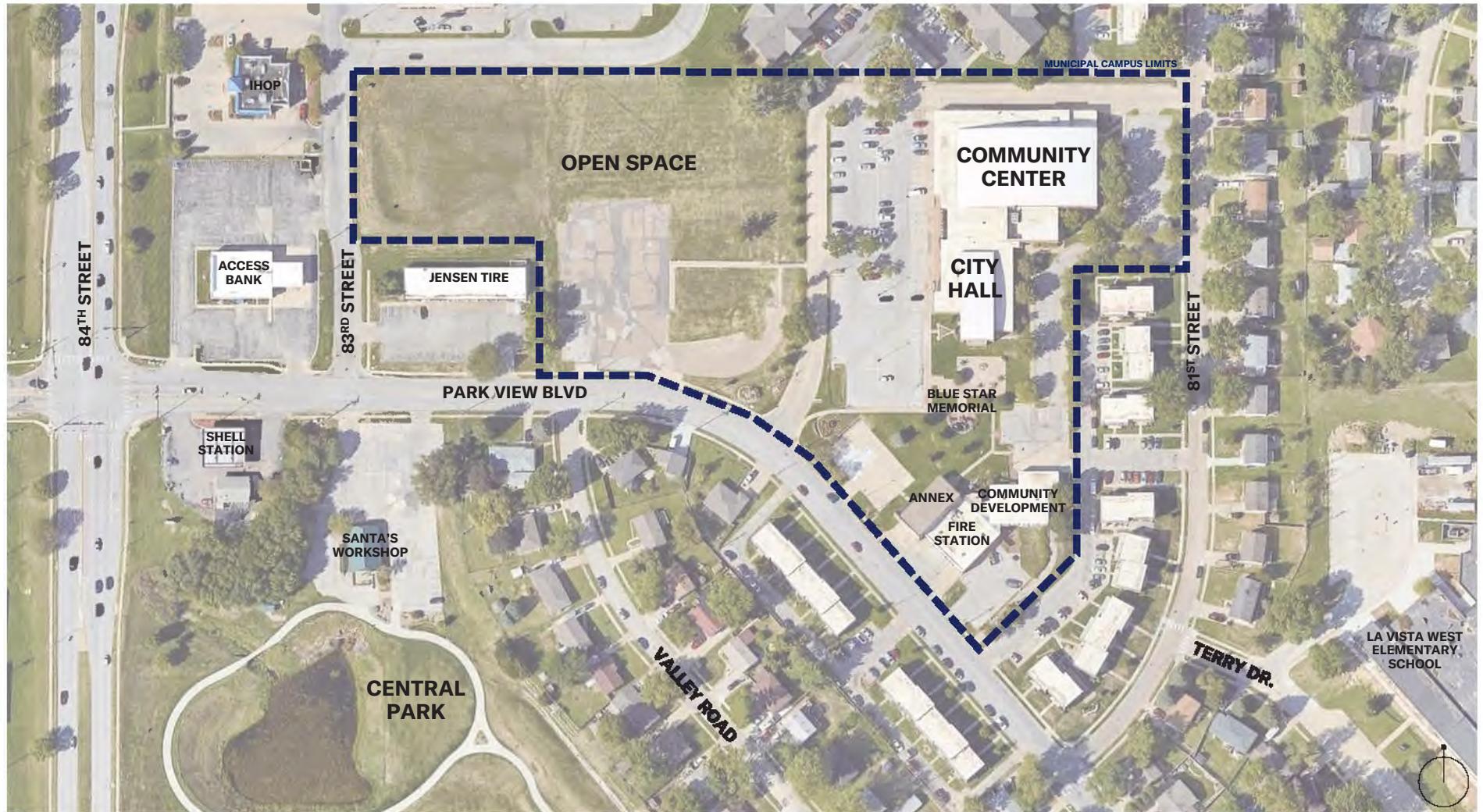
The City Hall and Community Center building was designed and constructed in 1992. At that time, it was viewed as an appropriate facility. It retains much of its design integrity. However, over the last 30 years, there have been numerous significant changes in mechanical equipment, construction materials and methods. Additionally, there have been significant changes in how buildings are used for both office and recreational uses. While the La Vista Community Center and City Hall have served their purposes, the facility is outdated, showing signs of age in both the equipment and space design. Though the facilities have outlasted a typical operation service life without significant renovations or upgrades, the City has significantly expanded its staff size and geography served since 1992.

PROCESS

The notes below indicate specific items throughout the facility that should be considered for future expansion of program and facility. These are not all-encompassing notes but provide an outline of considerations for several issues throughout the facility. As an architectural analysis, these items are intended to be architecturally objective within the guidelines of professional opinion and performance from similar projects, abstaining from making personal recommendations for the qualities of a space at this time.

Photos are provided at the conclusion of this report as general reference of existing facility conditions.

La Vista Municipal Campus Existing Conditions (2024)



STRENGTHS

Strengths highlight elements of the existing facility to be retained and point out systems to be recognized for their architectural value. Overall, the strengths of the existing campus facility and programming position it well for growth and adaptation in preparing for the next 30 years of the campus. Community interest is high, the City and City staff continue to evolve and the overall outlook for Municipal Campus use is positive.

- **Adapting to Existing Demand.** City Hall and the Community Center are in high demand. Staff has been adaptable and creative in use of spaces to get by, but have run out of options.
- **Architectural Volume.** The building provides a number of spaces that portray a strong architectural presence due to the volumes created. These spaces and the building's structural engineering allow for creative adaptability.
- **Daylighting in City Hall.** Existing clerestory windows allow for natural light to enter the facility, though management and screening of light when required is not user friendly.
- **Existing programming and use of Community Center.** Public engagement in the Community Center continues to show positive numbers throughout the day for multi-generational use. An expansion of the Community Center will help alleviate some of the congestion and programming for highly used spaces.
- **The 9.2-acre site has a large amount of open space to accommodate outdoor activities and additional programming.**

Figure 2: City Hall Lobby – Large architectural volume with natural light



- **There are numerous public engagement activities throughout the year, drawing thousands of people to the campus annually.** From a traditional business outlook, this creates an ideal condition to attract additional patrons to the community facility.

- **Location of Municipal Campus is central to La Vista community and city activity.** The core of residential neighborhoods are located within a short 5-10 minute drive of the facility. Studies show that community center success and use is related to neighborhood engagement; people are less likely to drive across town for community engagement activities and prefer to "stay local."

WEAKNESSES

Weaknesses are typically considered internal aspects of an organization or items that are within the City's control to change. If addressed, these items can enhance the operations and impact of the facilities and improve service to residents.

- **ADA Accessibility Issues.** The items identified in the 2022 ADA Self-Check Survey need to be prioritized in the planning for next steps. The Annex is also not ADA compliant.
- **Administration is crowded.** The original clerical area has become a cramped cubicle area. The former Vault, Chamber of Commerce office and several other spaces have been transitioned to offices and/or workspaces.
- **Division of administration offices between facilities.** The IT office is in the Community Center ceramics room and Community Center staff are separated in smaller areas throughout the facility.
- **Multi-purpose rooms are restrictive.** Current room geometry / layout does not work with current program needs.
- **Staff office functions are in non-office type locations.** Vault, ceramics room, first aid room, reception desk in Community Center entrance, storage in racquetball court.
- **Community Center staff and City Hall staff are disconnected within the facility.** Their office spaces are separate from one another and circulation between spaces is poor.
- **Finishes throughout are old, some failing and generally dated.** Some paint has been updated, but in general there hasn't been significant updating.

Figure 3: Community Center Recessed Game Area; currently restricted in potential use.



- **Acoustic concerns.** In the main entrance and recessed game area of the Community Center, the hard surfaces present significant reverberation, creating additional noise.
- **Community Development staff is located on campus, but within a separate building.** Most visitors to City Hall are visiting to inquire about permits and other community development services. Having these services located in a separate building often leaves visitors confused and frustrated.
- **While lighting into the city administration open office area is desirable, the light is direct and causes glare in work areas.** This light needs to be diffused light to create a soft cast and reduce working glare. Overall lighting in the facility needs to be addressed to align with energy efficiency and programmability available today.
- **Wayfinding, exterior signage and interior signage for guests should be updated throughout for clarity.** In addition, the ADA requirements for signage are not up to date and should be revised should any work be undertaken to meet ADA guidelines.
- **Inadequate Meeting/Training Space.** The Annex helps with this deficiency, but is a separate building and doesn't allow for efficient and adaptable use.
- **Sunken game area is restrictive.** This area could be reappropriated for alternate updated programming to better serve visitors.

OPPORTUNITIES

Opportunities for the facilities outline potential areas where development might occur to necessitate additional staff, new or expanded program offerings and additional spaces outside the immediate facility on the Municipal Campus. Many of the expanded program offerings would need more flexible use spaces.

- **ADA Compliance.** Upgrading essential features will not only enhance ADA compliance, but it will create welcoming environments for everyone. By prioritizing investments in ADA compliance, the City will significantly improve employee and visitor experiences and foster genuine inclusivity.
- **The size of the site offers space for architectural expansion.** Inclusion of new space would target flexible-use space with multi-function opportunities. Areas like the gymnasium can be expanded to the east, to incorporate expanded youth or senior programming and a walking track as well as ability to host small tournaments.
- **The size of the site offers space for additional amenities.** The area directly to the west of the Community Center is generally underutilized except for a few times a year. This area presents a significant opportunity to create engaging public space and programming for residents to use throughout the year.
- **New sports options.** Options such as pickleball, youth sports and various expanded fitness options can be incorporated into new or renovated areas inside the facility and out.

• **Connectivity to Park View Blvd and Central Park.** The development of City Centre and its connectivity with Central Park have created a new energy and expanded population for La Vista. A renovation to the Community Center would expand on this as an amenity for this area's ongoing development.

• **Incorporation of new technology throughout.** Since 2020, people have expanded how and where they work. Families have shifted toward clubs and public spaces where their children can engage in different activities while adults connect and catch up on work. The Community Center has the potential for additional foot traffic from this demographic.

• **Adaptable Training Space.** With no large meeting/training space available within City Hall currently, the inclusion of such a space could positively impact internal collaboration while providing more opportunities for community interaction and shared efficiency as a new Council Chambers.

• **Provision for defined walking track.** With the diversity of seasons/weather in Nebraska, indoor walking areas are at a premium for exercise and fellowship among senior demographics. From "mall walkers" to the current facility walkers that have required the creation of their own ad-hoc track, this type of amenity is on the request list from numerous patrons and is validated by its inclusion within many community centers in the region.

• **Community and staff pride.** Improvements to these facilities and the campus in general may lead to an increase in pride and ownership for community members visiting the facilities and staff choosing to spend their professional careers dedicated to public service.

Figure 4 - Aerial Site Image



THREATS

This section highlights factors that could affect facility performance, staff functions and community engagement. Aging facilities without upgrades risk losing patrons and declining over time. In contrast, upgrades create excitement, boost public engagement and improve staff morale and workplace culture. During discussions with City Hall and Community Center staff, the design team identified issues that could influence public satisfaction and staff well-being.

- **As the community continues to evolve, staff numbers will need to increase, and space could inhibit appropriate city services.**

Separation of City staff, Community Center staff and Community Development staff creates potential gaps in communication. Overloaded staff can create burnout and potential for loss of staff and successful organizational management.

- **Mechanical equipment lifespan.** Any equipment over 30 years old is functionally obsolete. It's possible to continue use, but a technical review of existing equipment would help to provide potential cost impacts of any anticipated near-term equipment failures.

- **ADA deficiencies – to date, only a few have been corrected.** The Americans with Disabilities Act was signed into law on July 26, 1990. The facility was submitted for permit and construction began prior to this date, therefore it has been "grandfathered" into prior requirements. However, it is in the best interest of the City to complete the improvements recommended in the 2022 ADA Self-Check Survey as soon as prioritized instead.

- **Reception areas lack security from public.**

These areas should be reviewed by City administration for security concerns and preferred procedure for addressing safety from public or engagement with public. In today's environment, it's important to have plans in place for active shooter or other similar dangerous scenarios and physical barriers are often important factors in those planning efforts.

- **City Hall cubicle layout.** Current cubicle layouts are dense, restrictive and limit access/egress opportunities. This causes concerns for staff safety, particularly when visible from public lobby space.

- **Lack of Visibility.** Current layout does not offer proper visibility for staff consistently working with one another. This limits productivity and collaboration.

- **Lighting/Equipment Inefficiency.** Staff has noted the chamber gets hot when current lighting is on. Existing lighting and other equipment should likely be replaced with modern, energy efficient solutions.

- **Detailed issues related to non-compliance with ADA standards.** The slope of the council chamber flooring is a ramp slope (7.3%) and a handrail is required to traverse this slope. Other items such as heights of restroom accessories are more easily addressed.

- **Division of current staff/teams may be reducing city service and community response efficiencies:**

1. Finance team is divided between different areas of the building.
2. Community Development, typically included within City Hall function, is in a separate building.
3. IT is located in the former ceramics room of the Community Center.
4. Recreation staff is split between City Hall and Community Center.
5. Clerk's department is split between spaces.
6. Barriers to team adjacencies exist throughout City Hall.

SUMMARY

The overall SWOT Analysis presents a consistent case for required improvement and expansion of City Hall and the Community Center to meet the demands of an evolving community, expanding city, growing staff and an aging facility. The strengths of the organization and facility support for future use and success, together with the opportunities listed above, show areas where future growth could be helped with a vision for a facility master plan. Phasing of work will be important to keep City and Community Center services running throughout any work as well as provide a means for managing project costs over a longer period of time.

The weaknesses outlined above are simply opportunities where the facility or programming can capitalize on an expanded or renovated facility. The threats are more immediate items that should be addressed to help staff and facility continue to operate at a level necessary for a metric of success. Each of these issues can be addressed within more detailed programming to understand existing staffing and space uses along with projected staffing and space uses. The outcome of this provides the long term strategy, or Master Plan, for how the La Vista Municipal Campus can prepare for the future.

The following images provide references to several spaces that present conditions outlined in the text above. These conditions have been discussed with City staff and some have been echoed by community feedback in various survey forms over the course of the master planning process.

Figure 5 - Community Center - Multipurpose Meeting Rooms



Areas are usable, but quality of space is significantly out of date. Areas are dark and lighting is poor; space is expandable, but uses are limited. Overall finishes and furniture could be updated.

Figure 6 – Kitchen



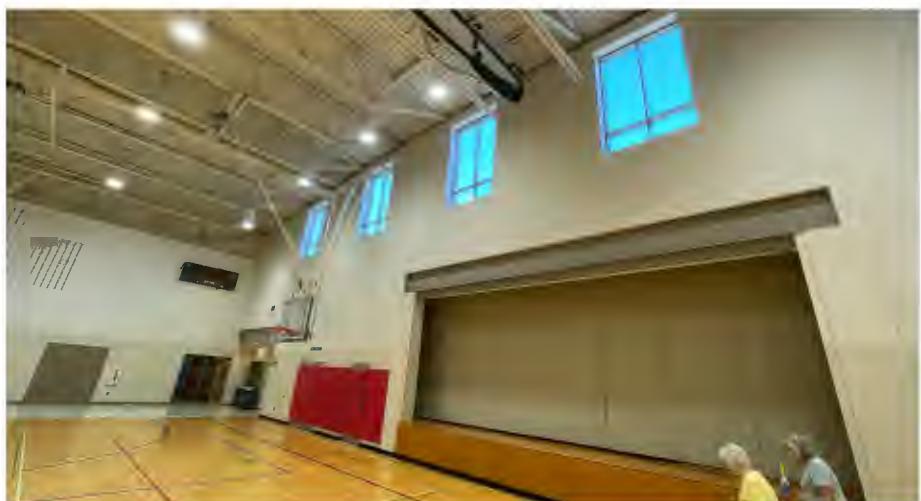
Existing kitchen equipment and area has been well maintained. Equipment and finishes appear to be in good condition.

Figure 7 - Stage / Dance Studio



Area is small for use as dance studio but should provide sufficient area for stage use. Lighting is not sufficient for programming or performance use. If used as a stage, backdrops need to be provided and a stage curtain needs to be installed at the proscenium. The current separation wall at the front of the stage is inoperable and remains closed.

Figure 8 - Multipurpose Gymnasium and Stage



Function of room overall is good. Area is sufficiently lit with updated fixtures and connection to outside windows. Room is acoustically “live” and would benefit from wall and ceiling treatments to improve acoustic quality. Wall finishes could be refreshed, flooring could be refinished. Overall, the space has limited capacity and functions with one main court and smaller cross courts. Spectator seating space is extremely poor. Trends for youth sports and pickleball could be better capitalized upon. People use the gymnasium as part of a “walking loop”, which creates various conflicts with other users and would benefit from a raised track. Expansion of gymnasium space would enhance the function and public engagement.

Figure 9 - Training Room



Area is over-crowded with multiple types of equipment while lacking appropriate circulation and buffer space for equipment.

Figure 10 - Community Center Admin Office



Area has multiple staff working from a smaller area as noted in other areas of the facility without enough space for copiers, storage files, desks and other office equipment. Lighting is poor. Visual and physical connection to Community Center is positive, but this office is not used as a public engagement office. Room is acoustically "live" and would benefit from sound attenuation on ceiling and walls.

Figure 11b - Community Center Restrooms



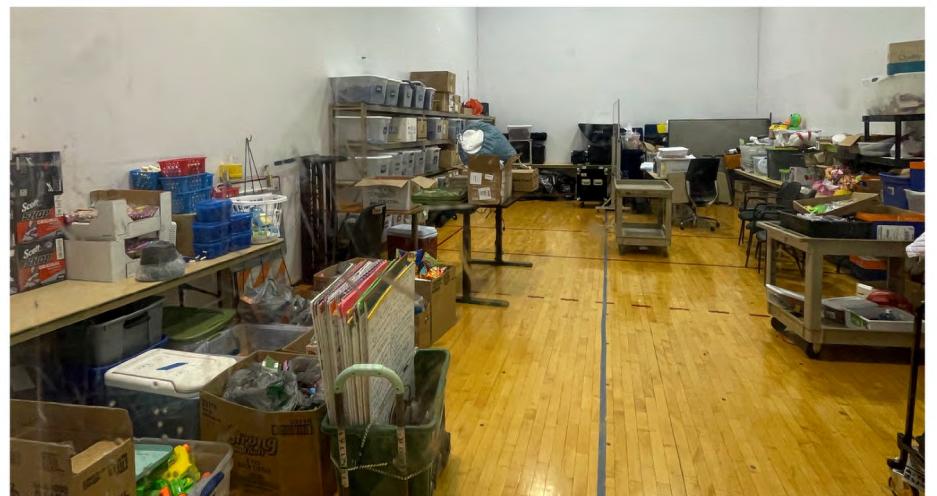
Lighting and finishes throughout are old and outdated. Lighting is insufficient, creating dark areas throughout. Lighting should be replaced with new fixtures, configured for modern lighting standards, finishes should be replaced with new and the restroom layout should be revised for greater efficiency.

Figure 11a - Community Center Showers



Locker rooms and showers overall need to be renovated. Floor drain presents ADA hazard as noted in the 2022 ADA report, finishes throughout should be updated, modern showers provide privacy partitions. Lighting in this area is inadequate and needs to be updated.

Figure 12 - Racquetball Court



Currently used for storage space. Courts can be repurposed to usable recreation space in lieu of storage. Added storage areas or off-site storage should be considered.

Figure 13 - Community Center 2nd Floor



City file storage. While retaining a backlog of files for multi-year record-keeping requirements, the area has become a repository for other items that need a place to be stored.

Figure 14 - City Hall Clerical Offices



Main desk where public transacts with the City staff is in this area and privacy is not available. Multiple cubicles have been placed in an area that was formerly workspace and smaller desks to accommodate the growth of the administration. Cubicles obstruct view to public transaction counter.

Figure 15 - City Hall Office Corridor



General reference. Space has become work area for staff. Note the copier, lateral storage and shredding bins located within corridor.

Figure 16 - City Hall Chamber and Inspector Office



Rooms have been parsed to create new office space where programming had not previously been planned for offices. Similar conditions exist throughout facility.

Figure 17 – Council Chambers with Dais



Overall function of room is acceptable; needs better access to dais, sloped floor is a ramp slope and needs a handrail or correction to a flat area. Fixed seating locks this area into few primary functions; room could be more adaptable to other uses with movable furniture. Room is generally dark and disconnected from the outside.

Figure 18 - City Hall Offices Corridor



Recycling bins need a centralized, specific location.

Figure 19 - City Hall Meeting Room



Room is generally dark, lacks storage, needs enough room for larger meetings, ability for modern teleconferencing and presentations, lighting is basic, furniture needs updating.

Figure 20 – Annex / Firehouse Mechanical Equipment



Typical mechanical equipment has an anticipated lifespan of 30 years, depending on service and maintenance. While some equipment has been replaced and all of it has been maintained, equipment older than 30 years is at the end of its service life and should be considered for replacement with newer, more efficient equipment.

CHARACTER ASSESSMENTS

CURRENT VS. FUTURE STATE

City staff members participated in an exercise to chart their perceptions on how their teams function currently and how they may function in the future. The information catalogued by this process helped to influence the space planning process and gauge comfortability with trends associated with workplace and recreation environments.

Some key aspects assessed by this process include:

1. Staff and operational characteristics including whether staff has potential to be distributed or only in-office, if interactions are delivered virtually and/or if processes and tasks are constant or adaptable.
2. Meeting dynamics regarding number of attendees and formal/casual nature.
3. Transparency and interaction, regarding open and closed spaces as well as internal and external engagement considerations.

Feedback consistently highlighted a shift toward greater adaptability, increased use of technology and enhanced openness and collaboration. This aligns with the recognition that much of the City staff's responsibilities involve in-person interactions with residents and businesses in La Vista. Discussions emphasized the importance of flexible work schedules and office requirements to maintain exceptional public service, while also considering recruitment strategies as leadership plans for continued success and valued team members.

PARTICIPATING DEPARTMENTS

- City Clerk
- Finance
- HR
- IT
- City Administration
- Recreation
- Community Events
- Senior Services + Special Services Bussing
- City Council
- Parks
- Community Development
- Police
- Public Works
- Library

STEERING COMMITTEE PLANNING PRIORITIES

1. Attracting and retaining diverse and superior talent
2. Enabling technology use
3. Efficient operation, including continuous improvement and cost-effective quality (being mindful of space and material use)
4. Promoting knowledge sharing through communication and collaboration



COMPARABLE FACILITIES

OVERVIEW

The following facilities were reviewed and toured to better illustrate the potential for the City Hall and Community Center. Comparable facilities offer a variety of services to the community and public service departments, providing inspiration for the design of the space to accommodate City staff and resident users. With the key considerations in mind, the following facility reviews create a program for the City of La Vista to model an improved community space and City Hall.

All of the facilities reviewed are in locations with somewhat similar population dynamics to La Vista. Positive and negative attributes from each visit were compiled and the following pages show example images from each facility toured as well.

FACILITIES TOURED

Columbus Community Building

- Columbus, NE

Air Park Community Center

- Lincoln, NE

Papillion Landing

- Papillion, NE

Valley Community Center

- West Des Moines, IA

West Des Moines City Hall

- West Des Moines, IA

Johnston City Hall and Town Center

- Johnston, IA

Altoona City Hall and Police Department

- Altoona, IA

POSITIVE ATTRIBUTES NOTED

- Drop-off lane and outdoor plaza with gathering space, yard amenities, and patio
- Secure, welcoming entrance with warm tones and comfortable furniture
- Flexible meeting spaces: multi-generational rooms, small meeting rooms, multipurpose rooms with storage
- Library mini-branch and café space within facility
- Dedicated youth and senior spaces, with play areas and kitchen
- Lounge and informal gathering areas for casual connections
- Outdoor recreational spaces: basketball court, walking track, turf area
- Flexible indoor spaces: Council Chambers, gym with carpet tiles and partitioned rooms for larger events
- Technology inclusion: iPad room schedules, integrated white noise, screen for GIS mapping
- Ample natural light with floor-to-ceiling windows and easy-to-clean surfaces
- Acoustics solutions: soundproofing, acoustic panels and strategic ceiling design
- Convenient employee spaces: mudroom, storage and hoteling options
- Functional workspaces: adjustable tables, high-top communal tables and sit-to-stand desks
- Public restrooms with timed locks; coat racks and shoe shelves near gym
- Visual elements: public art, history wall, interactive lobby features
- Practical amenities: privacy phone booth, computer for digital forms, integrated local materials like salvaged limestone from old City Hall building

NEGATIVE ATTRIBUTES NOTED

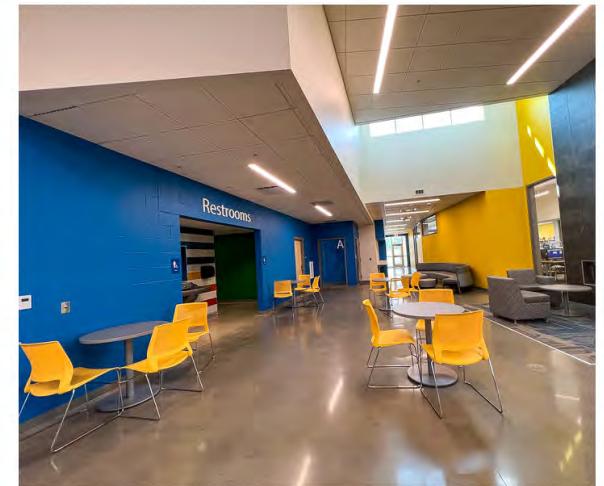
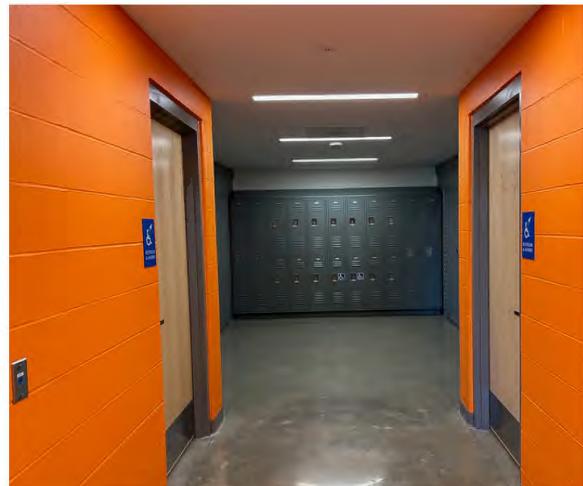
- Feel of cold, utilitarian, corporate, "cookie cutter," not welcoming environments
- Lack of visibility to receptionist
- ADA requirements not met
- Copy machines separated into their own room (prohibits interaction and monitoring)
- Lack of separate room adjacent to Council Chambers for executive session
- Lack of consideration for adjacency and for future adaptation
- Recreation space that competes with YMCA/ private recreation facilities
- 90% of activity/fitness spaces are on upper level
- Poor wayfinding and layout – lack of flow, lack of information
- Low ceilings
- Tight quarters, cramped & unwelcoming layout
- Layout not conducive to interaction due to segregation between departments
- Lack of storage
- Office footprint too small for visitor seating
- Collaboration zones that are "on display" or disruptive
- Awkward, uncomfortable furniture

Columbus Community Building (City Hall, Children's Museum and Library)



Air Park Community Center and Williams Branch Library

Photos from lincoln.ne.gov

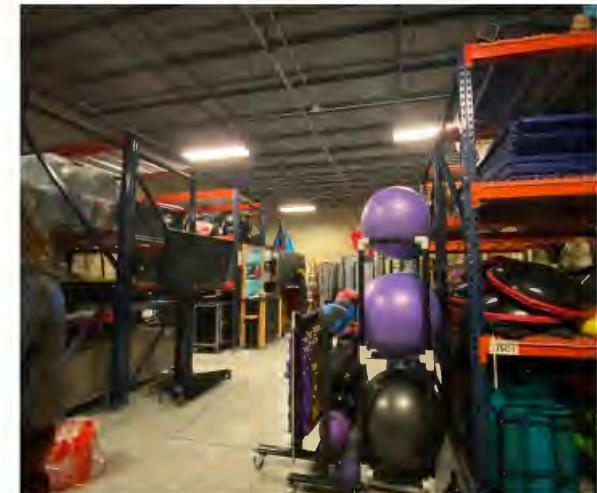


Papillion Landing

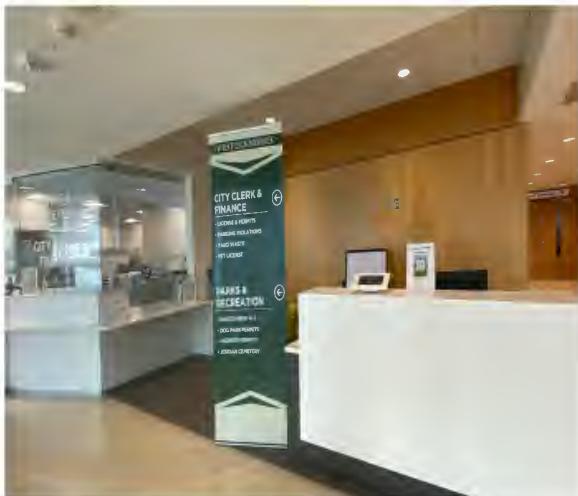
Photos from alleypoyner.com



Valley Community Center



West Des Moines City Hall



Johnston City Hall and Town Center



Altoona City Hall and Police Department



PROJECTED SPACE PROGRAM

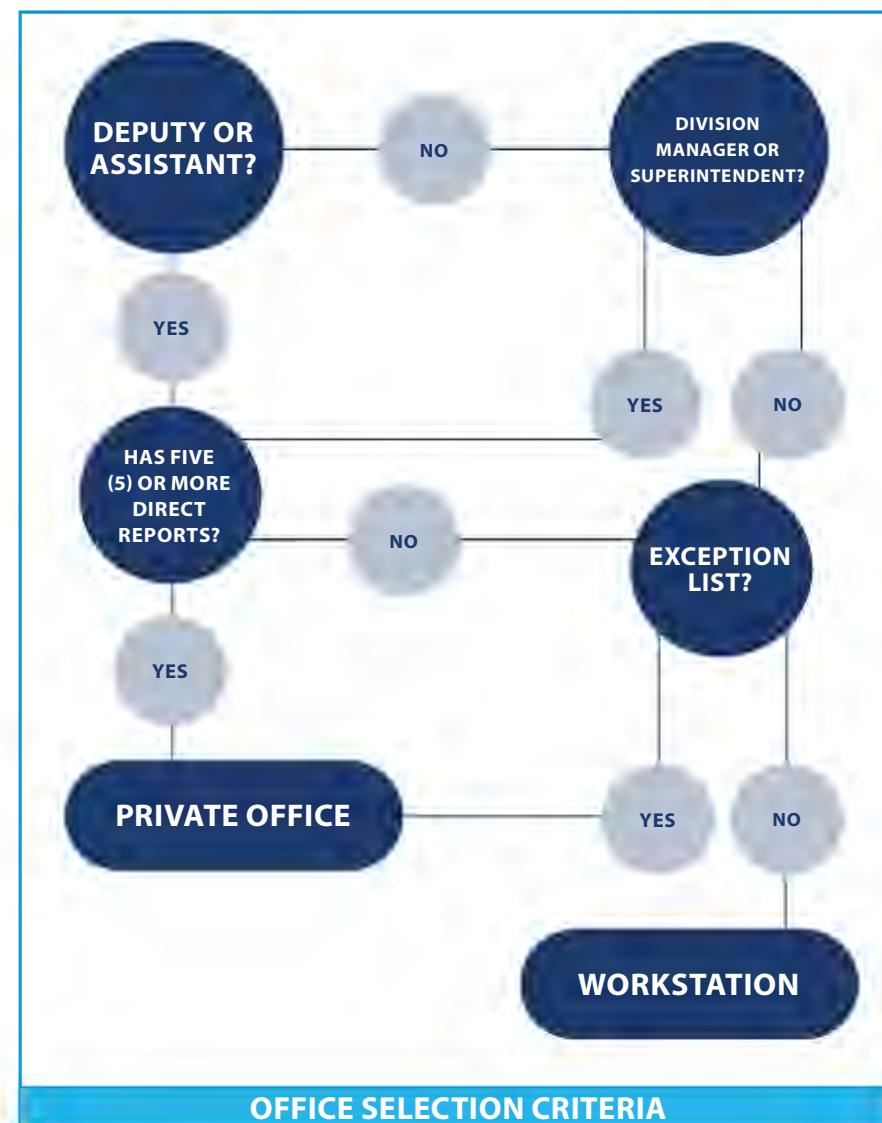
STAFFING PROJECTIONS - 2034

OVERVIEW

To appropriately prepare for the future demands of City Hall and the Community Center, City staff completed an internal planning process to identify and project the total staff needed to effectively and efficiently serve La Vista residents. The goal of this process is to have a clear vision for future space needs associated with workspace and recreation services. These staffing projects, which look one decade ahead to 2034, have helped to inform the capacity and organization of the updated conceptual floor plans included within this report.

OFFICE VS. WORKSTATION SELECTION

Ensuring the office space could be as flexible as possible, the steering committee came to the consensus that workstations (modular work areas, aka: cubicles) would allow for adaptability in how teams operate. Adjustable variables include quantity of individuals, proximity to teams and department work flow. To assist with private office and workstation allocation, the steering committee devised a flow chart to determine private office and workstation allocation.



Staff Projections by Department		2024	2034
		Current	Projected
City Administration		6	9
City Administrator	Full-Time	1	1
Deputy City Administrator	Full-Time	0	1
Assistant City Administrator/Director of Community Services	Full-Time	1	0
Assistant to the City Administrator	Full-Time	1	1
Executive Assistant	Full-Time	1	1
Director of Community Services	Full-Time	0	1
Intern	Part-Time	0	1
Communication Manager	Full-Time	1	1
Communication Specialist	Full-Time	1	1
Digital Content Specialist	Full-Time	0	1
Administrative Services		1	2
Director of Administrative Services	Full-Time	1	1
Asset, Parking and Transportation Manager	Full-Time	0	1
City Clerk		4	6
City Clerk	Full-Time	1	1
Deputy City Clerk	Full-Time	1	1
Administrative Assistant	Full-Time	0	1
Administrative Assistant II	Full-Time	1	1
Administrative Assistant I/Receptionist	Part-Time	1	2
Finance		4	6
Finance Director	Full-Time	1	1
Assistant Finance Director	Full-Time	1	1
Accountant	Full-Time	1	1
Accounting Clerk	Full-Time	1	1
Budget Analyst	Full-Time	0	1
Purchasing Coordinator	Full-Time	0	1
HR		2	4
HR Director	Full-Time	1	1
HR Generalist	Full-Time	1	1
HR Assistant	Full-Time	0	1
Training Coordinator	Full-Time	0	1
IT		1	2
IT Manager	Full-Time	1	1
IT Technician	Full-Time	0	1

Staff Projections by Department		2024	2034
		Current	Projected
Community Development		6	11
GIS Specialist	Full-Time	0	1
Community Development Director	Full-Time	1	1
Deputy Community Development Director	Full-Time	1	1
Permit Technician	Full-Time	1	1
Associate Planner	Full-Time	1	0
Senior Planner	Full-Time	0	1
Planning Intern	Part-Time	0	1
Chief Building Official	Full-Time	1	1
Building Inspector II	Full-Time	1	1
Building Inspector I	Full-Time	0	1
Economic Development Coordinator	Full-Time	0	1
Civil Engineer	Full-Time	0	1
Recreation		27	42
Recreation Director	Full-Time	1	1
Assistant Recreation Director	Full-Time	1	1
Administrative Assistant II	Full-Time	1	1
Youth and Adult Sports Manager	Full-Time	1	1
Recreation Attendants	Part-Time	15	18
Recreation Attendants	Full-Time	0	4
Custodian	Part-Time	1	0
Custodian	Full-Time	0	2
Recreation Superintendent	Full-Time	0	1
Recreation Coordinator	Full-Time	0	1
Senior Services Manager	Full-Time	1	1
Program Coordinator	Full-Time	0	2
Special Services Bus Driver	Part-Time	3	0
Special Services Bus Driver	Full-Time	0	4
Community Events Coordinator	Full-Time	1	1
Recreation Attendant - Events/Link	Part-Time	2	4
Public Works		3	5
Building Superintendent	Full-Time	1	1
Building Technician	Full-Time	1	1
Building Maintenance Worker II	Full-Time	1	1
Building Maintenance Worker I	Full-Time	0	2

Total Number of Positions: **54** **87**

Full-Time	17	26
Part-Time	1	3

Clarifying Notes
Assistant City Administrator to be reclassified to Deputy City Administrator by 2034
Director of Community Services to be stand-alone role by 2034
Associate Planner to be reclassified to Senior Planner by 2034

PROJECTED SPACE PROGRAM

CONCEPTUAL SPACE DIAGRAM & ITEMIZED SPACE NEEDS

OVERVIEW

RDG facilitated multiple workshops with City of La Vista staff to understand the space needs for each department. To assist with this effort, surveys and tours were conducted to understand potential future needs, current deficits and best practices. Once each of the teams presented their initial desires, steering committee members worked together to find efficiencies and synergies between departments.

The following itemization of space needs quantifies all projected spaces for the City Hall and Community Center. Translating the spaces into the existing building footprint yielded opportunities to consolidate space and to find efficiencies. The chart identifies spaces that were impacted and to what degree. See the Conceptual Space Floor Plan Diagram for a visual representation of how this translates to the existing building and proposed addition spaces.

Included within the space program table on the following pages is first the requested amount of space in both net and gross square footage. Final net square footages were able to be identified because this process is a building renovation and addition. Therefore, the final comparisons of space are a summary of net square footages. The gross square footage (total building size) is included as well, for a holistic view of the quantities shown on the Conceptual Space Floor Plan Diagrams, found later in this report.



Collaboration Workshop - Conceptual Space Diagramming

"Net square footage" refers to the usable floor space within a building, excluding walls and non-occupiable areas like hallways and stairwells, while "gross square footage" is the total area of a building, including all spaces, even those not usable, measured from the exterior walls.

Space Description	Requested Space Needs				Realized Space Needs
	QTY	Net Square Feet	Total Net Square Foot	Total Gross Square Foot	
Based upon 65% - 72% efficiency					
City Hall / City Administration		12,698	17,142		
Public Space		3,000	4,050		
Lobby	1	1,000	1,000		
Council Chamber	1	2,000	2,000		
City Hall Offices & Workstations		4,438	5,991		
City Clerk		460	621		
Reception	1	64	64		
City Clerk	1	140	140		
Deputy City Clerk	1	64	64		
Administrative Assistant I	1	64	64		
Administrative Assistant II	1	64	64		
Administrative Assistant III/Accounting Clerk	1	64	64		
City Admin		1,064	1,436		
City Administrator	1	240	240		
Deputy City Administrator*	1	140	140		
Executive Assistant	1	64	64		
Director of Community Services*	1	140	140		
Assistant to the City Administrator	1	64	64		
Communication Manager	1	64	64		
Communication Specialist	1	64	64		
Digital Content Specialist*	1	64	64		
Intern*	1	64	64		
Hoteling Stations	4	40	160		
Admin Services		204	275		
Director of Administrative Services	1	140	140		
Asset, Parking and Transportation Manager*	1	64	64		
City Council		180	243		
Mayor's Office	1	140	140		
City Council Workstation	1	40	40		
IT		378	510		
Information Technology Manager	1	64	64		
IT Technician*	1	64	64		
Computer Equipment Storage	1	150	150		
Computer Area	1	100	100		
Finance		368	497		
Finance Director	1	140	140		
Assistant Finance Director	1	64	64		
Accountant	1	64	64		
Accounting Clerk	1	64	64		
Filing	1	36	36		
Based upon Floor Plan Diagram					
		13,745			
		5,100			
	1	3,000			
	1	2,100			
		4,721			
		460			
	1	64			
	1	140			
	1	64			
	1	64			
	1	64			
	1	64			
		1,160			
	1	240			
	1	140			
	1	64			
	1	140			
	1	64			
	1	64			
	1	64			
	1	64			
	4	256			
		204			
	1	140			
	1	64			
		268			
	1	140			
	2	128			
		378			
	1	64			
	1	64			
	1	150			
	1	100			
		368			
	1	140			
	1	64			
	1	64			
	1	64			
	1	64			
		36			

Space Description	Requested Space Needs				Realized Space Needs
	QTY	Net Square Feet	Total Net Square Foot	Total Gross Square Foot	
Community Development			1,256	1,696	1,295
Community Development Director	1	140	140		140
Deputy Community Development Director	1	64	64		64
Permit Technician	1	64	64		64
Chief Building Official	1	64	64		64
Senior Planner*	1	64	64		64
Associate Planner	0	64	-		64
Planning Intern*	1	64	64		64
Building Inspector I*	1	64	64		64
Building Inspector II	1	64	64		64
Civil Engineer	1	64	64		64
GIS Specialist	1	64	64		64
Flat File Layout Space	1	100	100		75
Storage/Plotter Room	1	300	300		300
Filing	1	120	120		120
Survey Equipment Storage	1	20	20		20
HR			528	713	588
Director	1	140	140		140
Generalist	1	64	64		64
HR Assistant*	1	64	64		64
4 -Person Meeting Room	1	140	140		200
Filing	1	20	20		20
Storage	1	100	100		100
Conference Rooms			1,376	1,858	1,300
Focus Room	4	80	320		260
6-Person Meeting Room	3	224	672		480
12-Person Meeting Room	1	384	384		560
Common			2,320	3,132	1,605
Work Room	1	600	600		480
Mail Room	1	140	140		85
Reference Historical Space	1	100	100		100
Open Collaboration Space	2	120	240		200
Copy/Print Zone	2	40	80		40
Break Room	1	1,000	1,000		510
Wellness Room	1	80	80		140
Refreshment Station	1	80	80		50
Support Space			1,564	2,111	1,019
Storage/Supply Room	1	400	400		280
Storage Room	1	150	150		150
Filing	1	64	64		64
Equipment storage room	1	200	200		-
Brand storage room	1	200	200		-
Video production studio	1	550	550		525
Media interview space	0	-	-		-

Space Description	Requested Space Needs				Realized Space Needs
	QTY	Net Square Feet	Total Net Square Foot	Total Gross Square Foot	
Community Center / Recreation Department				49,040	62,771
Recreation Offices & Workspace				1,046	1,339
Recreation Director	1	140	140		
Assistant Recreation Director	1	140	140		
Administrative Assistant II	1	64	64		
Youth and Adult Sports Manager	1	64	64		
Recreation Coordinator*	1	64	64		
Senior Services Manager	1	64	64		
Community Events Coordinator	1	64	64		
Recreation Attendant (Events/Link)	1	40	40		
Floor Staff - Check in Space	1	150	150		
Recreation Superintendent*	1	64	64		
Program Coordinator*	2	64	128		
Staff Lockers	1	64	64		
Lockers				1,200	1,536
Men's General Locker Room	1	400	400		
Women's General Locker Room	1	400	400		
Universal - Individual Locker Rooms	4	100	400		
Public Entry / Administration / Senior Center				12,014	15,378
Meeting / Multi-Purpose Room (Divisible)	1	1,000	1,000		
Meeting / Multi-Purpose Room Storage	1	300	300		
Multi-Purpose Room	1	1,600	1,600		
Community / Event Room	1	2,300	2,300		
Concessions / Café	1	500	500		
Lounge / Gathering / Social Interaction	3	300	900		
Computer Stations	2	40	80		
Print Station	1	40	40		
Study Room	2	80	160		
6-Person Meeting Room	1	224	224		
Circulation Desk	1	80	80		
Donated Library Shelves	1	80	80		
Library Storage	1	100	100		
Tenant Space	1	500	500		
Game Room / Teen	1	1,000	1,000		
Arts & Crafts	1	900	900		
Library Space	1	750	750		
Senior Dedicated Space	1	1,500	1,500		

Space Description	Requested Space Needs				Realized Space Needs
	QTY	Net Square Feet	Total Net Square Foot	Total Gross Square Foot	
Recreation				27,950	35,776
Recreation Gymansium - Existing	1	7,450	7,450		1
Recreation Gymansium - New	1	9,000	9,000		1
Gymansium Storage	1	1,000	1,000		1
Spectator	1	500	500		3
Racquetball Court - Existing	1	800	800		1
Jogging/Walking Track	1	5,000	5,000		1
Group Exercise Studios (Spin, Yoga, other)	3	1,000	3,000		4
Child Watch / Kids Play	1	1,200	1,200		1
Fitness & Weights				3,200	4,096
Cardio	1	1,500	1,500		1
Free Weights	1	500	500		1
Weight Machines	1	1,000	1,000		1
Functional Fitness	1	200	200		0
Common				80	102
Refreshment Station	1	80	80		1
Support Space				3,550	4,544
Storage Room - Events/Rec Programs	1	800	800		1
Storage Room - Tables/Chairs	1	450	450		1
Storage Room - Athletic Equipment	1	800	800		1
Storage Room - Senior Supplies	1	500	500		1
Workroom/File room	1	600	600		1
Custodial Closet	1	400	400		2
Municipal Building Total Square Feet:				61,738	79,914
				Net	Gross
					82,394
				Gross	

Clarifying Notes

- * New/modified roles based on 2034 staff projections
- Workroom/File Room reduced and supplemented by digital and technology platforms
- Multimedia Studio was eliminated as other shared space throughout facility could be leveraged and utilized
- Where Storage was reduced, team sought to leverage and share alternative spaces throughout facility
- Total number of Multipurpose Rooms were reduced from projections to align with projected scheduling and public usage
- Projected Circulation Desk to be captured through digital kiosk as vision of Library presence continues to evolve
- Gymnasium sizes reduced slightly to align with existing square footage and availability of building addition space
- Functional Fitness space combined with other fitness zones as identified in program

Statement of Projected Program Spaces

Program Summary

Scope	Existing Program	2008 Program	2024 Program	2024 Realized
Gross SF				
Municipal Building				
City Administration	8,532	15,661	17,331	
City Administration Office & Workspaces	3,065	5,083	5,937	
City Administration Common Space	1,090	3,380	4,990	
City Council Chambers	3,660	3,627	4,293	
Support Spaces	717	3,571	2,111	
Recreation	25,226	50,915	62,771	
Recreation Common Spaces	17,503	47,639	56,888	
Recreation Office & Workspaces	1,253	1,599	1,339	
Recreation Support Spaces	6,470	1,677	4,544	
Total Square Footage	33,758	66,576	80,103	82,394

Separate Facilities

Community Development	982
Outside Departments	2,458
Office & Workspaces	2,086
Annex Building Support Space	372

Does not include Public Works, Building & Grounds, nor Fire Station #1

Does not include Public Works, Building & Grounds, nor Fire Station #1

*2008 Square Footage does not account for Walking Track; 2024 numbers reflect required square footage of walking track
2008 program did not include square footage for walking track proposed within that study.*

2024 program does reflect required square footage for proposed walking track.

COMMUNITY ENGAGEMENT SUMMARY

OVERVIEW

As noted in the Introduction, many processes have been implemented through this planning effort to ensure the voices of La Vista residents and City staff are heard and honored. The process benefited greatly from work done in the past as well. The results from both the 2018 Community Interest and Opinions Survey and the 2023 National Community Survey conducted in La Vista provided a solid foundation for this work to build on. This information, paired with significant community knowledge provided by City staff and City leadership, allowed the planning and execution of strategic community engagement opportunities to ensure past and current feedback was being interpreted correctly.

The three project-specific community engagement processes implemented during this planning effort (“Let’s Eat, La Vista!,” Stakeholder Focus Groups and “La Vista Days!”) were set up intentionally to seek guidance, provide focused conversations and validate proposed solutions. The feedback provided by the public during these events was synthesized to produce a final plan that is steeped in the knowledge and desires of La Vista residents, ensuring it is the right plan for La Vista’s future.

COMMUNITY INTEREST & OPINIONS SURVEY

The 2018 Community Interest and Opinion Survey highlights critical areas for focus in site development, particularly in enhancing recreation facilities and programming. The community expressed a strong demand for an indoor running/walking track, swimming pool, fitness room, dog park and splash pads. These facilities should be prioritized in any new development or upgrade to meet the significant unmet needs identified by residents. Additionally, programming for adult fitness, wellness classes, special events and youth activities are highly sought after, suggesting that flexible spaces within the development could be valuable for accommodating these programming opportunities.

This survey underscores the importance of integrating technology and library services into community spaces. High demand exists for book rentals, eBook access and computer/technology training, particularly for children. Incorporating these elements into the design of community spaces would align with residents’ needs and expectations. Overall, the findings indicate that future developments should focus on providing versatile and well-equipped spaces that cater to both recreational and educational needs, ensuring high utilization and community satisfaction.

NATIONAL COMMUNITY SURVEY

In spring 2023, the City of La Vista conducted the National Community Survey (NCS), which revealed overwhelmingly positive feedback from residents, with 93% rating the city’s quality of life as good or excellent, and nearly all residents feeling safe in their neighborhoods and downtown areas. La Vista’s public safety services were highly praised, and the city met or exceeded national benchmarks in 130 of 139 areas, ranking in the 90th percentile nationally for its overall direction. However, the survey also highlighted a need to improve community connection, as only 37% of younger residents (ages 18-34) and 56% of newer residents felt a strong sense of community, compared to higher ratings among older and long-term residents. This suggests a focus on enhancing engagement, particularly for those who moved to La Vista during the pandemic.



LET'S EAT, LA VISTA!

Hosted in conjunction with the citywide community pancake feed on Saturday, October 21, 2023, this event was located in the Community Center gymnasium. A series of visual aids were created to orient attendees to the purpose of the project and solicit their input about the future of the Municipal Campus.

- **Visual Listening/Sticker Voting**

Visual listening boards evaluated support for precedent/programming options. 1-5 stickers were used per person and 331 votes were received in total.

- **"What's Your Big Idea?"**

This drawing/free-writing table pushed people to think outside the box. This was a hit for kids who showed support for wacky/fun and mostly outdoor solutions with a focus on play.

- **Current Draws to Campus**

While many residents noted attending free events at the Community Center, most noted they only find themselves on campus a few times a year.

- **"What's Missing on Campus?"**

When thinking about the interior of the Community Center, visitors noted the need for child-watch on site, more space for and more variety in work-out equipment, a walking track, a teen room and dedicated senior space. When thinking of outdoor amenities and spaces, programmed play areas, including water play and skating opportunities, were brought up. Open green space for a variety of public events and activities were common desires.



COMMUNITY ENGAGEMENT SUMMARY

STAKEHOLDER FOCUS GROUPS

Throughout February and March, 2024, City staff facilitated over twenty focus group meetings with eleven different Community Center user groups. These groups were asked consistent questions about the Community Center to help guide the finalization of planning for the facility. While detailed answers and conversation varied between meetings, there were many common themes in the feedback received. The information provided on this page is a summary of feedback received.

Focus Groups:

- Community Groups
- Current Users
- La Vista Employees
- La Vista Resident Employees and Families
- Parents with Youth in Programming
- Parks & Rec Advisory Committee
- Quarter-Mile Radius Neighbors
- Community Center Renters
- Schools & Daycare Providers
- Seniors
- Teens

Q1: What do you like/dislike about these spaces?

Likes:

- Location within City
- Accessible design - one level with sufficient parking
- Flexible meeting rooms/rental spaces available
- Gym - multiple hoops, can be divided
- New paint and flooring

Dislikes:

- Lack of storage space
- No dedicated walking track
- Poor directional signage in building
- Fitness room: size, equipment, HVAC, mirrors
- Bathrooms – location and accessibility
- No dedicated room/space for senior programming
- Game room - awkward, poor acoustics and lighting

- Poor lighting (except for gym)
- No quiet space to study, work, chill
- Meeting rooms: lack of tech, outlets, natural light
- Entry is not inviting/welcoming, front desk location
- Lack of visibility into the gym

Q2: Are there areas that don't meet your needs or make you feel uncomfortable here?

- Fitness room too small, needs better air circulation
- No dedicated walking track poses a safety concern – dodging people and balls
- More soundproofing between meeting rooms
- Sunken game area
- Gym & Stage - single access points
- Communal showers
- Need bathrooms on other side of the building
- Parking lot needs better lighting
- Comfortable furniture needed
- Location of the automatic door openers (ADA)

Q3: What issues, if any, keep you from using the Community Center more?

- Insufficient gym space and open gym time
- Already a member of another gym or fitness center
- Not enough fitness classes/room
- Want facility to open earlier and close later
- No dedicated walking track
- Not enough activities for people of all ages
- No toddler-friendly areas or activities
- Need larger multipurpose/rental rooms
- No quiet and comfortable space to study or work
- Lack of childcare or supervised child play space
- More family-friendly events/programming such as a food truck night or movie screenings, game nights, etc.

Q4: What outdoor spaces would you use here?

- Walking paths
- Playground with indoor/outdoor connection
- Picnic area/shelter/event space
- Meditation area/tranquil outdoor lounge
- Lounge area with seating, fire pits and activities

- Outdoor restrooms with drinking fountains
- Splash pad
- Pickleball courts
- Green space or multi-purpose field
- Community garden / native plant demonstration
- Bike share station/e-bike rentals
- Outdoor fitness equipment
- Dog friendly areas (dog park with a dog wash)

Q5: What activities or spaces don't exist here today that you'd like to see?

- Dedicated indoor walking track
- Indoor pool
- Expanded programming offerings for the whole family
- Partnership between Library and Recreation
- Game room for youth and teens
- Storage space
- Lounge area
- Private space for phone calls
- Business center area
- Flexible meeting space/activity rooms
- Larger rental room (to accommodate 60+ people)
- Dedicated senior programming space
- Dedicated craft/art room + local art in facility
- Dedicated pickleball space, both indoor and outdoor
- Dedicated Little Library
- A larger fitness center
- Family bathrooms
- Wellness room/nursing mothers' room
- Second gymnasium
- A child-watch space (while parents work out)
- Music: play music throughout the facility

Q6: What haven't we discussed today that you had hoped to?

- Have a coffee bar/juice bar and include inclusive hiring
- Adjustability - lighting, HVAC, etc.
- Seating in gym is not always adequate
- Larger kitchen/catering area
- More non-sports offerings for kids: STEM, robotics, e-sports, gaming, clubs, etc.

LA VISTA DAYS!

On Saturday, June 1, 2024, the project team hosted a booth at La Vista Days, which was held just west of the La Vista Community Center on the Municipal Campus. The booth was open from 10:00am to 5:00pm and was visited by hundreds of residents.

Booth activities included display of a project overview, conceptual designs for floor plan diagrams and 3D renderings, an activity for folks to provide feedback on their favorite programming opportunities/spaces included in the conceptual drawings and open-ended comment cards, requesting public input. This was supplemented with general conversation about the proposed improvements which all garnered great community support. More specifically, and noted on comment cards received, residents support expanding the Community Center and including better senior-focused meeting rooms and exercise spaces, diversified class offerings including considerations such as gymnastics and art, and a cafe-style space to provide more welcoming lounge space. Also receiving positive support was improved accessibility. When considering the rest of the campus, there was strong support for more green space with a variety of play and programming opportunities, including interest in water play and nature play.

While all conversations were enjoyed within the booth, the "What makes you JUMP with Joy?" activity - allowing visitors to "hop" plastic frogs into jars that listed proposed Community Center/site programming - drew countless families in and ensured a robust and entertaining public engagement event.



Programming Activity Favorites:

• Small Playground	101
• Walking Track	63
• Teen Room	52
• Open Lawn Space	51
• Kids Room	46
• New Gymnasium Addition	45
• Cardio & Weights	39
• Library & Lounge	25
• Community Room	24
• Senior Room	23
• Fitness Rooms	18



CONCEPTS

**REFINEMENT OF PROJECT NEEDS
TO ESTABLISH A FUTURE STATE
FOR THE MUNICIPAL CAMPUS**

CONCEPTS

OVERVIEW

The concepts in the La Vista Municipal Campus Master Plan combine input received from the public, review of current conditions and trends, previous plans and studies, guidance from City staff and leaders and recommendations by the consultant team to create a feasible and realistic program for the future of the Municipal Campus. Months of collaboration and iterative design produced a variety of concepts that have been refined and synthesized to arrive at the final plans and graphics provided.

SITE PLAN

While the Municipal Campus site is generous in size and offers opportunities for the Community Center and City Hall to expand, there are still many considerations for site access, pedestrian safety and overall organization of amenities that must be considered. Parking, vehicular circulation and pedestrian safety is one such consideration. With a proposed expansion to the Community Center and City Hall, parking must be expanded and repositioned. The site plan shows one large parking lot with two points of vehicular access.

While parking areas are placed in close proximity to the buildings on site, there is also clear separation between pedestrian and vehicular areas, offering a better sense of safety. Additional site elements include a dedicated drop-off lane for motorists, a more generous entry plaza experience and a variety of gathering spaces including the Community Terrace to the north, the Gathering Plaza to the south and the

Small Plaza to the west. The plaza spaces adjacent to the buildings are intended to provide cohesive indoor/outdoor experiences in conjunction with larger meeting room spaces.

The Community Terrace expands to the west to feature public lounge areas, playground space and open lawn spaces to serve a variety of program needs. Surrounding these spaces and proposed throughout the campus are sidewalks to provide walking loops for enhanced recreation and access to Central Park and other nearby amenities/neighborhoods.

Many of these outdoor gathering places, especially those with close proximity to parking, could serve as appropriate destinations for public memorialization and/or celebration. Physical representation of individuals and/or groups important to La Vista's history could be displayed through figurative or more abstract means. Certain memorials or installations work best with somber or private spaces, while others may be more focused on joy and celebration. The first step to be taken in identifying what a space should look like is to determine what is being honored or celebrated. Then, a specific site can be selected that works best with that intention.

RENOVATIONS/ADDITIONS

The proposed future for the Municipal Campus includes renovations of existing building space and additions on the east and west sides of the Community Center/City Hall. While there are restrictions when considering renovations to existing facilities, the sustainability of building

re-use and cost-savings in comparison to new construction provide benefit to the city. The Community Center and City Hall's large space structural system allows for some flexibility in renovation opportunities and repositioning of space.

The proposed eastern building addition includes a new gymnasium with an elevated walking track. New vertical circulation through stairs and an elevator are indicated within this area to allow access to the walking track and additional upper level weight and cardio equipment.

The proposed western building addition provides an enhanced central point of entry for the two facilities, improved pedestrian circulation and wayfinding opportunities, new public-facing community rooms, spaces for expanded community programming, a welcoming cafe-style space and a multi-purpose Council chambers with a flat floor in lieu of the current auditorium-style chambers.

Each building addition is merged with renovated interior spaces to provide cohesive work and recreation environments that will better serve La Vista residents.

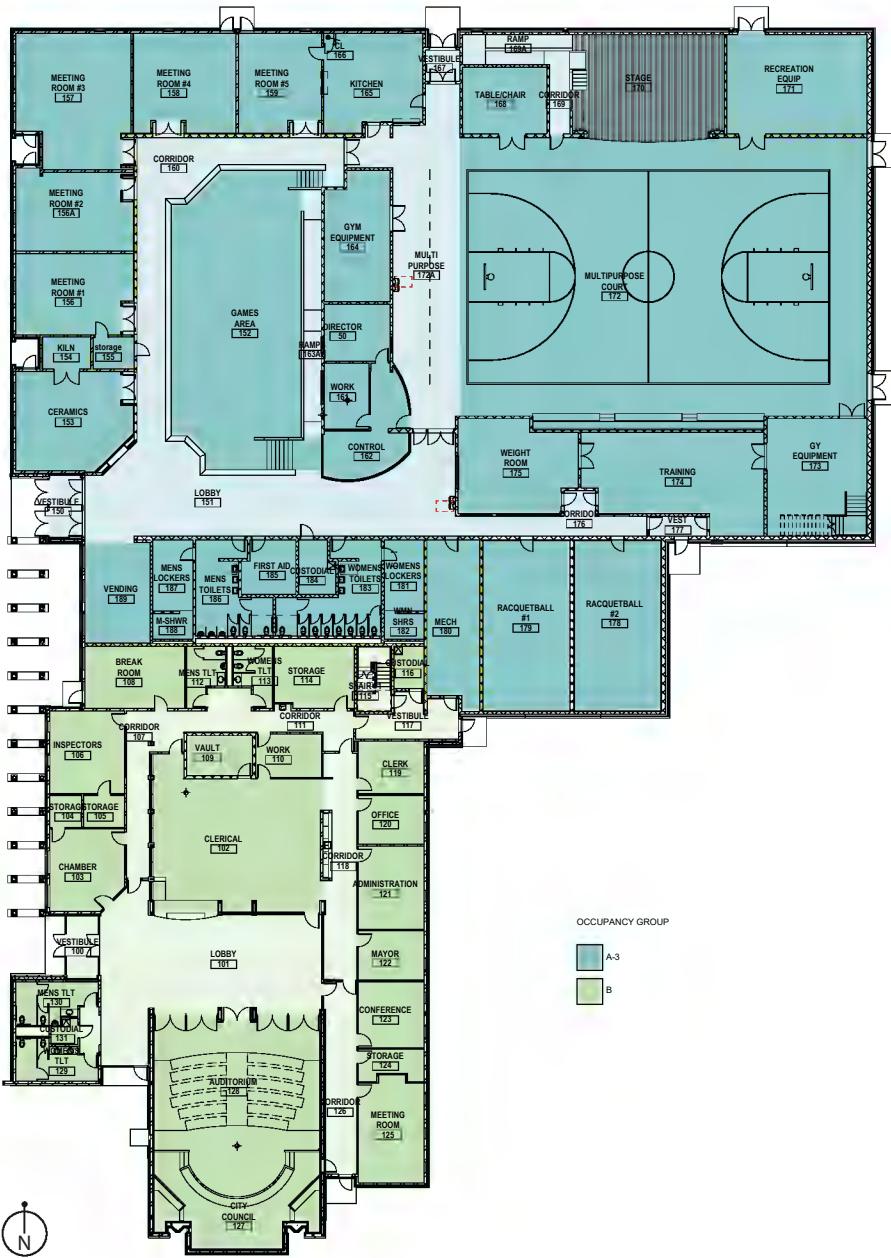
The Annex and current Community Development office would become available for other city use as needed once the City Hall/Community Center improvements are complete. Opportunities for use include expanded Fire Station needs, inclusion of other city departments on site, rental by outside parties or other similar scenarios.



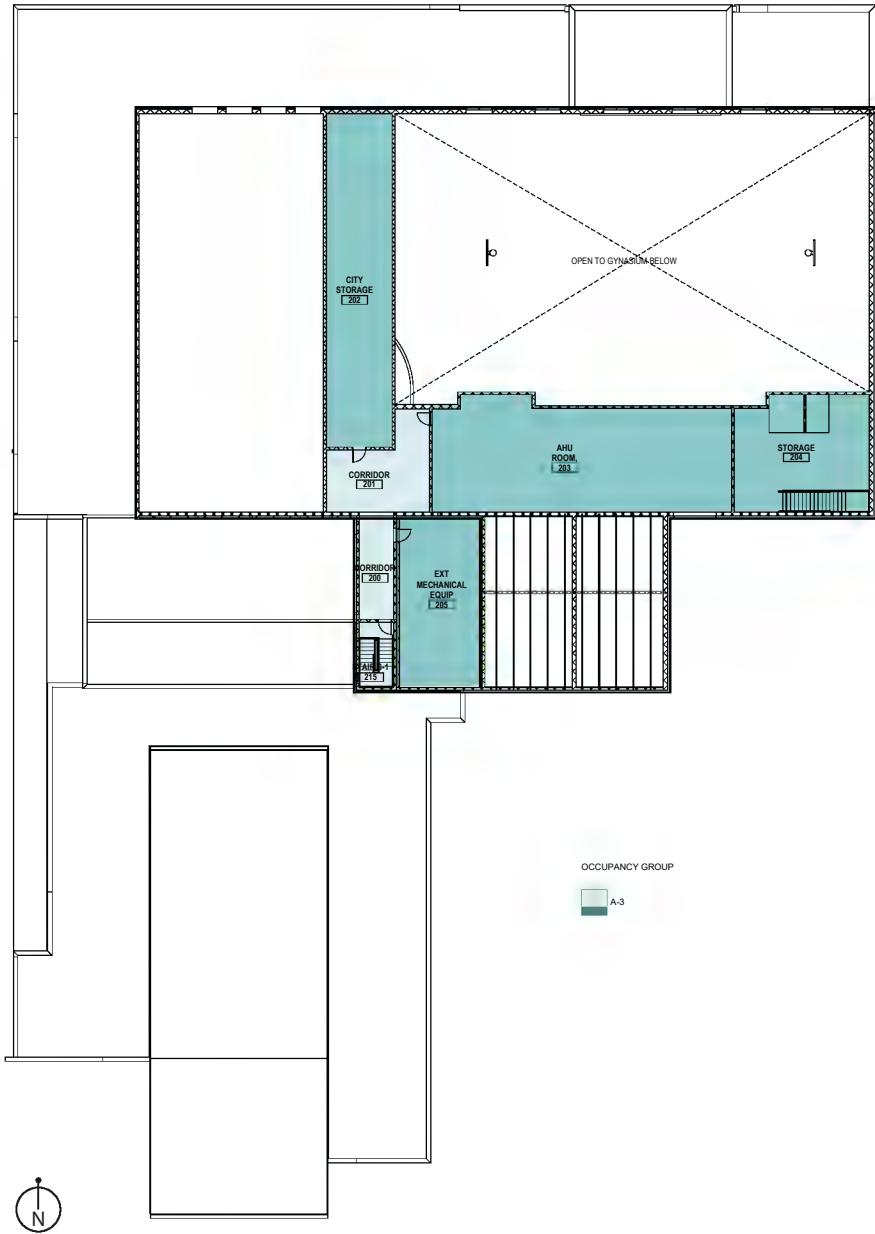
SITE PLAN

EXISTING CONDITIONS

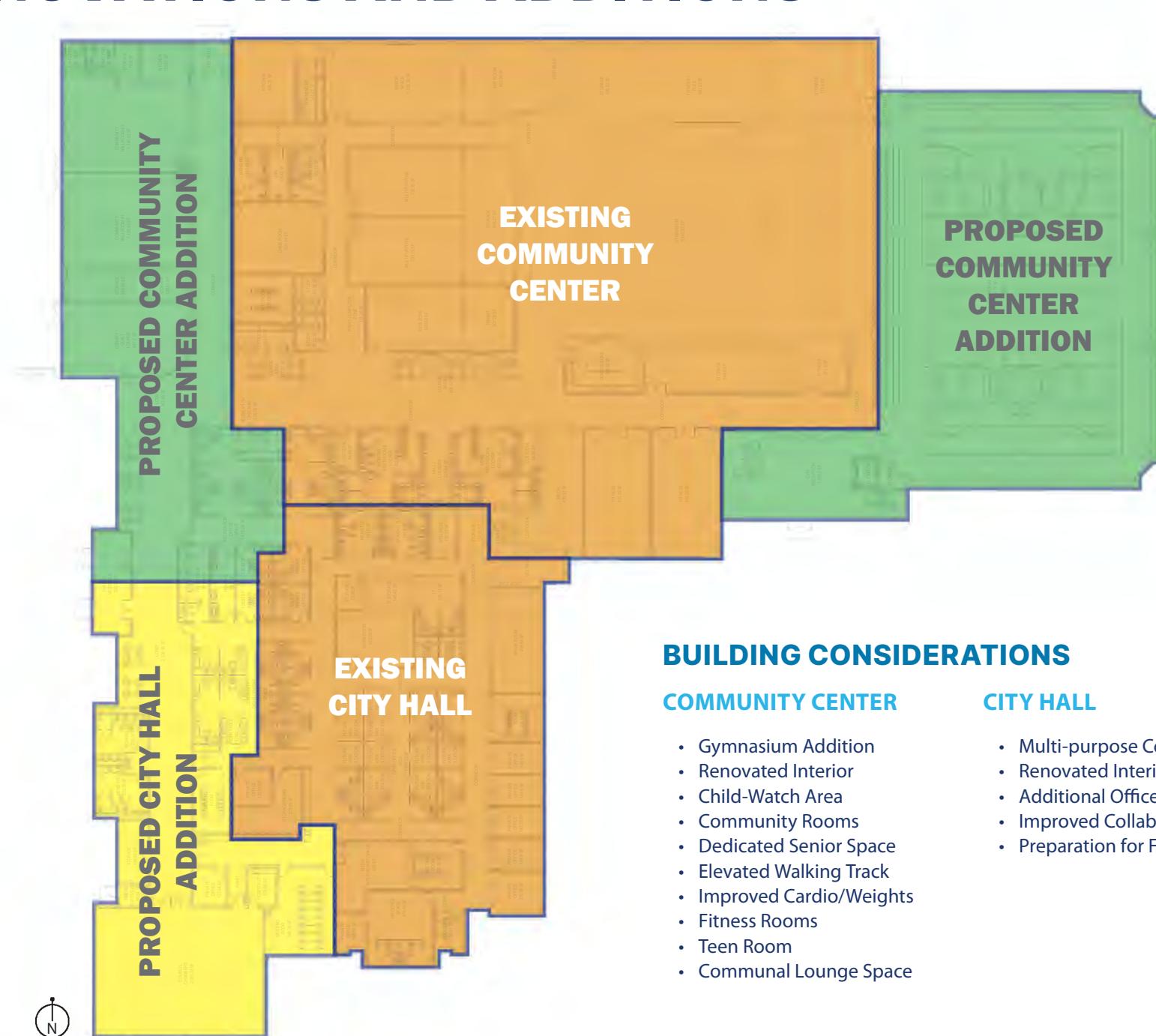
LEVEL 01 FLOOR PLAN



LEVEL 02 FLOOR PLAN



RENOVATIONS AND ADDITIONS



BUILDING CONSIDERATIONS

COMMUNITY CENTER

- Gymnasium Addition
- Renovated Interior
- Child-Watch Area
- Community Rooms
- Dedicated Senior Space
- Elevated Walking Track
- Improved Cardio/Weights
- Fitness Rooms
- Teen Room
- Communal Lounge Space

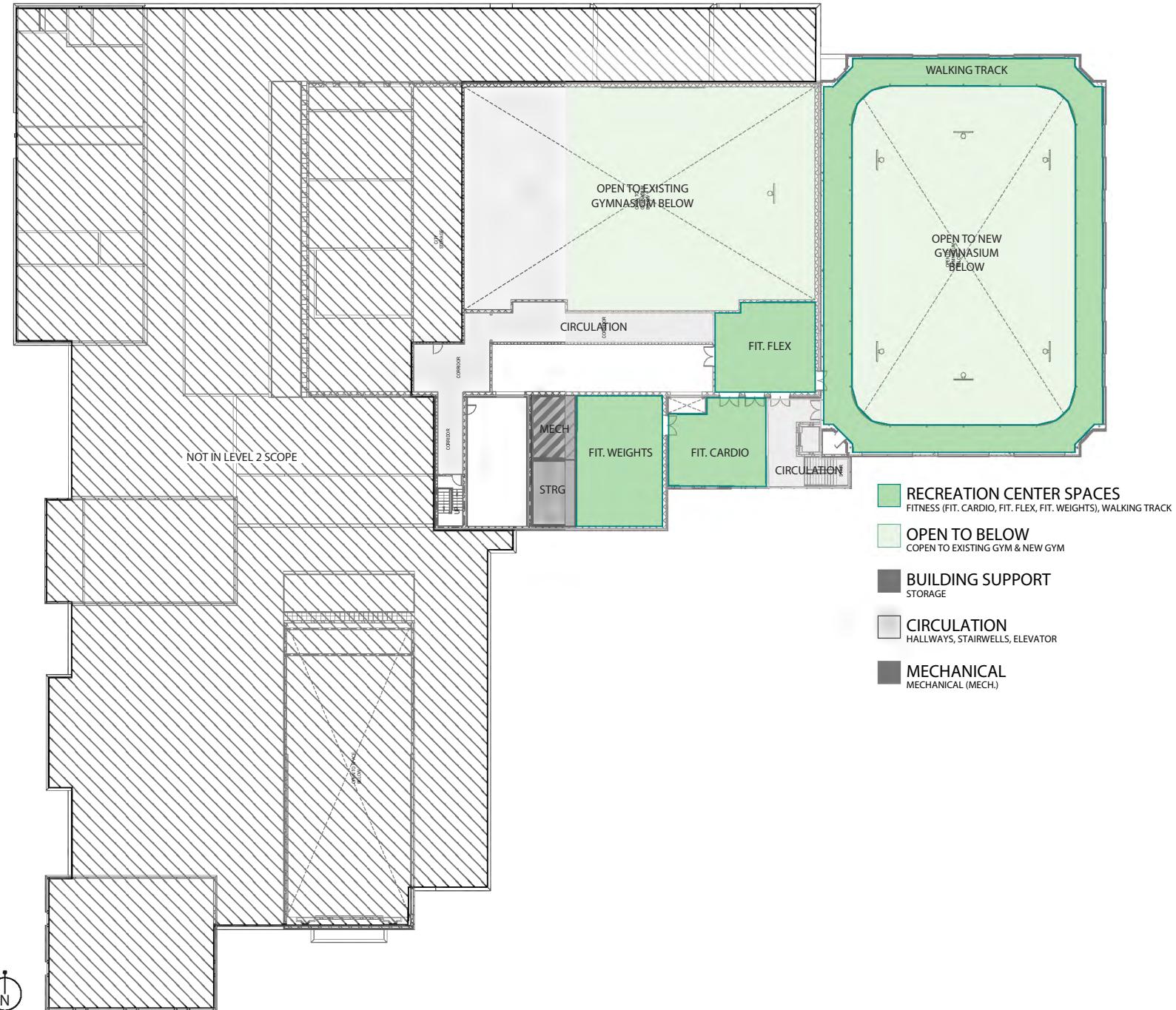
CITY HALL

- Multi-purpose Council Chambers
- Renovated Interior
- Additional Office Space
- Improved Collaboration Areas
- Preparation for Future Growth

CONCEPTUAL SPACE DIAGRAM - LEVEL 01



CONCEPTUAL SPACE DIAGRAM - LEVEL 02



3D RENDERINGS



Exterior view of open lawn space directly west of the proposed community rooms within the Community Center. This view shows potential gathering spaces and seating opportunities that could work with proposed grading of the site, as well as a new vehicular access point for the northern service drive.



Exterior view from western portion of Municipal Campus showing programmed playground space and community gathering areas in conjunction with expanded parking areas and building improvements beyond.

3D RENDERINGS



Exterior view from above enhanced outdoor green spaces. This view shows the western building additions and connections to expanded parking, a welcoming/covered entrance plaza, and an outdoor community terrace, which extends from the proposed community rooms within the Community Center.



Exterior view facing the western side of the Community Center/City Hall. The foreground shows a reconfigured entrance from Park View Boulevard and expanded parking lot. Curved roof structures help indicate how proposed enhancements align with existing structure.

3D RENDERINGS

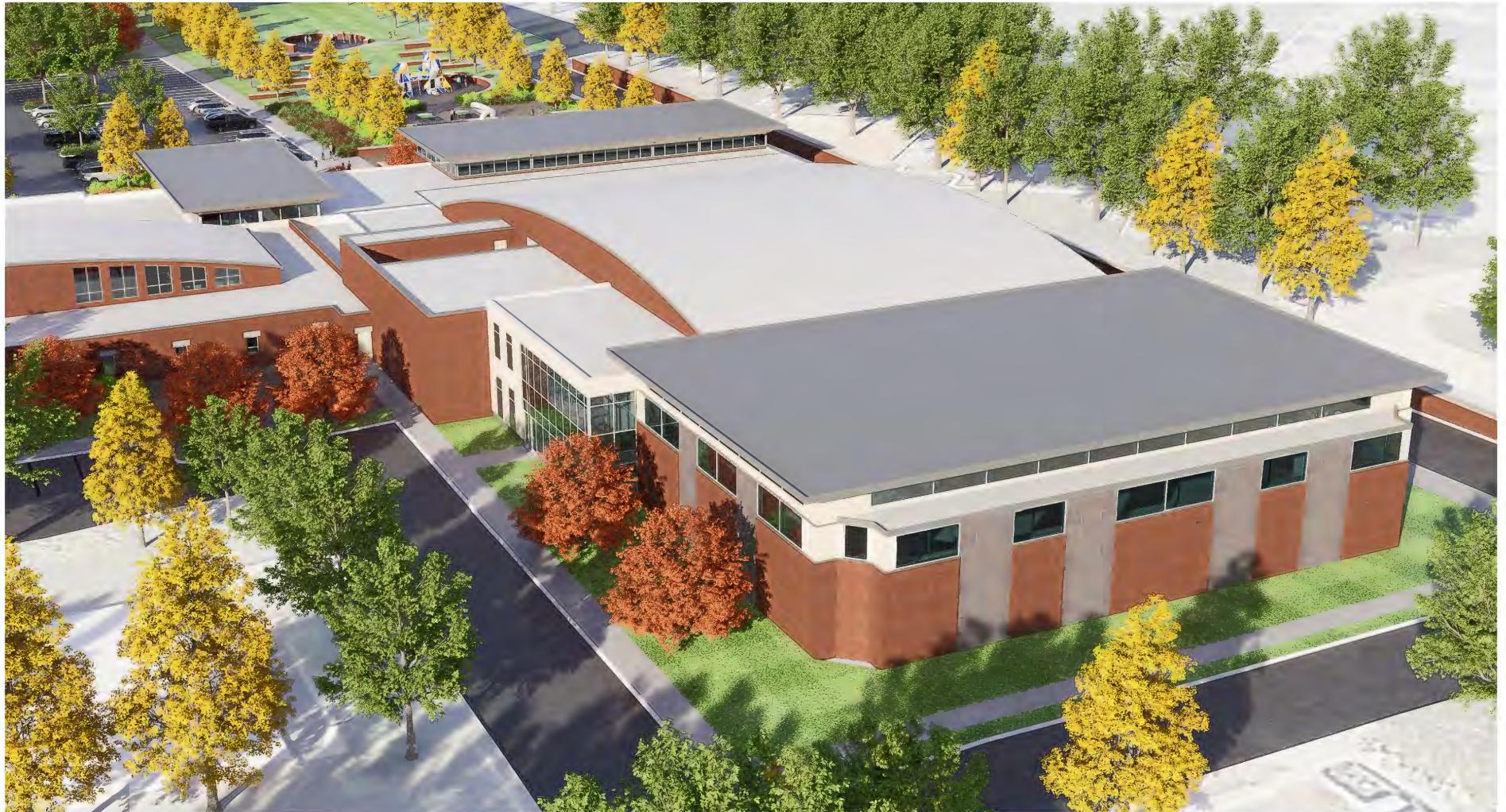


Exterior view facing the southwest side of La Vista's Municipal Campus. This view showcases a reconfigured parking lot entrance from Park View Boulevard. Parking extends westward and along the southern edge of the Council Chambers addition. Pedestrian paths provide safe space for community members to navigate campus and establish outdoor walking loops.



Exterior view facing the southwest corner of the proposed Council Chambers. This view shows the new drop-off lane along the proposed western building addition as well as a proposed plaza/gathering terrace on the south side of the City Hall building.

3D RENDERINGS



Exterior view from above 81st Street depicting the southeastern corner of the proposed gymnasium addition. Both driveway access points to 81st Street that exist today (north and south of the proposed gymnasium addition) remain.



Open Lawn Area



Community Terrace & Entry



Gathering Plaza



New Gymnasium

IMPLEMENTATION

**PHASING AND FINANCIAL
CONSIDERATIONS**

GUIDING PRINCIPLES

FOR IMPLEMENTATION PLANNING

OVERVIEW

The La Vista City Hall and Community Center require significant improvements. City staff have outgrown the available space, the facility is not compliant with ADA standards, mechanical systems are becoming obsolete with additional failures looming, roof leaks and other necessary repairs are increasingly common and the current state of the facilities hinders collaboration, efficiency and public service delivery. These items have been documented within this report. It is now time to establish a plan to move forward.

When planning and implementing the project, it is essential to validate decisions by revisiting the foundational principles established during the master planning process. The six categories outlined to the right serve as the project's guiding framework. These principles should be referenced whenever questions arise during implementation to confirm the project's direction—or adjust it as needed—to ensure alignment with the original intent of the master plan.

OPERATIONS

- Alleviate over-crowded workspaces
- Bring Community Development back within City Hall to take advantage of operational efficiencies and reduce walk-in traffic confusion

COLLABORATION

- Allow space for easier drop-in/flexible seating scenarios to accommodate changing technology and needs of City staff
- Provide shared work areas and diverse meeting room types for City staff to increase collaboration
- Optimize relationships and new programming opportunities with other public entities (Public Library, etc.)

PUBLIC SERVICE

- Provide better spaces and services for La Vista residents and visitors
- Ensure consistency of timing and location(s) of service

ACCESSIBILITY

- Provide equal facility access for all
- Create indoor and outdoor environments that address any perceived barriers and are inviting for all
- Address deficiencies identified in ADA Self-Check Survey

ADAPTABILITY

- Ensure spaces are flexible and responsive to changing needs, conditions or requirements
- Anticipate potential future needs and design with flexibility in mind to accommodate growth or shifts in use
- Prepare for future changes

COMFORT AND SAFETY

- Provide efficient and effective work and community space
- Limit disruptions and nuisances during construction processes
- Enhance and modernize security measures to create a safe work environment
- Safeguard people, assets and information from various threats and vulnerabilities
- Update mechanical infrastructure to ensure reliable performance and increase energy efficiency

PHASING CONSIDERATIONS

FOR IMPLEMENTATION PLANNING

SUMMARY

Construction of this facility will most likely need to occur in phases. Most important to the phasing strategy is understanding the potential impact to La Vista residents and business services with a goal to make the process as seamless and efficient as possible. Services provided by City Hall and the Community Center will need to adjust in some capacity. Luckily, City staff have options to consider when thinking of how to maintain consistent services and ensure clarity throughout the process.

COMMUNITY CENTER OPERATIONS

The following list includes the variety of operation components of the current Community Center with considerations for phasing:

- Room Rentals*
- Recreation Classes (ie. Yoga, Aikido, etc.)**
- Open Gym*
- Pickleball/Racquetball Rentals*
- Senior Program (lunches, day trips, daily activities)***
- Youth Sports (basketball & volleyball)***
- Adult Sports (volleyball)**
- Staff Office/Operations***

* Could be suspended during construction.

** Could be suspended during construction if an alternative location is not found.

*** Must be relocated or altered to continue.

General Community Center staff operations must respond to what portions of the Community Center remain open to the public, if any, as well as where relocated services will occur. Some staff could work in a hybrid capacity between locations, and if proximity to the Municipal Campus is key, the Annex and "Santa's Workshop" are both nearby options to consider. Beyond completion of daily tasks, Community Center staff also manage equipment and materials for events, youth and senior activities, etc. Determining the best location for relocating these items will be important to ensure ease of access and availability. The storage space at The Link in Central Park may be a good option for this material. Other public works space is also likely available throughout the city.

GYMNASIUM SPACE

Due to the minor nature of improvements proposed for the existing gymnasium, activities that take place within the gymnasium currently may be able to continue, but entry and exit procedures, as well as concealment from other construction activities within the building will need to be established. Times for complete closure of that gymnasium space can be anticipated during construction as well, but the duration of these closures could be coordinated with the general contractor to ensure scheduling is consistent and reliable. With attendance and group turnover in mind, youth basketball and youth volleyball games should likely be hosted at a separate venue. The City currently partners with the YMCA for youth sports and should investigate the opportunity to

host games and/or practice at their property. Another option for youth sports is teaming with the Papillion-La Vista School District for shared use of the elementary or middle school gymnasiums.

SENIOR PROGRAMMING

The La Vista Senior Program is designed to enhance the lives of those 55+ by providing high quality services that offer wellness, leisure, life-long learning and social opportunities. Community Center staff is dedicated to this program and the important quality of life it provides for residents. The senior lunches provided by La Vista must be facilitated in a location that meets specific standards provided by the Eastern Nebraska Office on Aging (ENO). These meals are provided daily during the week. City staff will need to find a separate City facility for these meals to continue in or consider partnerships with local restaurants for seated meals, or even investigate ENO options for offering to-go lunches. In addition to senior lunches, senior special events and activities are hosted regularly at the Community Center as well. In looking for a temporary place to host these events, a space that can hold up to 30 seniors, participating in a variety of activities from early morning through mid-afternoon is important. The space would need tables and chairs as well as access to coffee and similar refreshments. La Vista's current "Santa's Workshop" could be a location for this.

PHASING CONSIDERATIONS

FOR IMPLEMENTATION PLANNING

CITY HALL OPERATIONS

Providing consistent and reliable service to those living and working in La Vista should be a top priority throughout the construction process. Instead of searching for multiple facilities to house different City Hall departments temporarily, staff believe the community will be best served by relocating entirely to a single location during construction. This approach will not only enhance the services provided by City staff but will also allow the general contractor to complete the project more efficiently.

Several options are being considered for the temporary relocation of City Hall staff during construction. On-site solutions could involve utilizing space in the Annex or bringing modular mobile office units to the Municipal Campus. Although this report does not include a specific relocation plan, the project steering committee believes there may be other suitable locations within the city to house City Hall staff together. Ideally, the selected location would be familiar to most residents. While all staff and operations could be moved to a temporary facility of various sizes and styles, City Council meetings and similar gatherings should be held in existing large meeting spaces that are properly equipped for public access, such as those at the Police Department or Fire Station 01. Maintaining consistency is critical to ensuring exceptional public service; therefore, selecting and committing to a single location for these meetings throughout construction is in the city's best interest.

MECHANICAL SYSTEM EXPANSION

The shared mechanical systems of City Hall and the Community Center are of concern. Recent repairs to the facility's boilers and other mechanical systems have required significant effort to locate replacement parts, which leaves building maintenance officials with little confidence about the availability of components required to repair future issues. For this reason, an investigation of existing mechanical, electrical and plumbing equipment was undertaken in conjunction with discussions about planning system size, location and redundancy for completing the campus master plan.

With efficiencies realized in modern equipment, there seems to be adequate space for replacement and growth of existing equipment within current mechanical spaces or in adjacent, well-positioned locations associated with the proposed building improvements. The building's four boilers that currently reside next to one another can be replaced and up-sized within their current footprint. Adjacent water heaters are currently oversized and while it's a good idea to have two units for the sake of redundancy when issues arise with one, both can likely be reduced in size to still meet the demands of the future facility. A compressor and a natural gas generator are also located in this mechanical room, but are not necessary. However, if the renovated Community Center needs to be prepared to act as an emergency shelter, it will be important to consider an outdoor diesel generator on site.

Within the upper level mechanical room, the majority of equipment relates to the building's Air Handling Units (AHUs). In lieu of a large single fan on the main AHU which is what exists today, a fan array should be installed to use less energy on a daily basis and allow for redundancy should the current fan ever become damaged. There is space available within this mechanical room for expansion as well. The AHU equipment in this room likely won't have to be replaced at the time of renovation, but costs and lifespan should be considered, as access and organization will never be easier than when the entire facility is under construction. Similarly, the age and condition of the outdoor condensing unit, adjacent to this mechanical space, should be considered as well.

For the sake of efficiency, two new rooftop AHUs could be considered - one for the western building addition, and one for the new gymnasium proposed to the east. The generator being considered should likely be located near the newly proposed gymnasium as well, since this would be the prime space to have prepared for emergency gathering scenarios.

In general, while most of the existing mechanical equipment in the facility is nearing end of life, the mechanical spaces present today are prepared to receive improvements as needed without negatively impacting the facility growth proposed in the master plan. A proactive approach to replacing failing equipment should include right-sizing for future expansion of mechanical systems, based on notes here and a more detailed analysis by a mechanical engineer.

PHASING CONSIDERATIONS

FOR IMPLEMENTATION PLANNING

RECOMMENDATIONS

In an ideal scenario, all project funding would be available immediately, allowing the final design and construction of building additions and renovations to commence without delay. However, municipalities often operate under resource constraints, making it essential to prioritize the most critical components of the project. The current City Hall space no longer meets the needs of City staff, making its addition and renovation the top priority for construction. The expansion and renovation of the Community Center follow closely behind.

While partial build-outs may be considered during bid preparation, completing as much work as possible under a single construction contract is likely the most efficient approach. Spreading the project across multiple contractors over several years would increase costs due to mobilization, general conditions, and inflation. Additionally, it would reduce contractor familiarity with the project and place greater demands on City staff for management, ultimately slowing progress.

Regardless of the approach, the City should engage with multiple construction teams to gather insights and strategies for efficient project completion. Given the scale of the planned renovations, unforeseen conditions will likely arise during construction. These challenges are difficult to quantify within a traditional design-bid-build process. For this reason, the design team recommends considering a Construction Manager approach, in which a construction team joins the

project during the final stages of design documentation. This approach fosters alignment among all stakeholders—ownership, design and construction—throughout the project, from pre-construction to final punchlist completion.

If the entire project is completed in one phase, the timeline is estimated at 9–12 months for design (from schematic design through construction documentation), followed by 18–24 months for construction, depending on weather and other factors beyond the City's control. For a phased approach, the following structure is recommended:

- Phase 01: Western additions and interior renovations.
- Phase 02: Eastern gymnasium addition.

To maintain efficiency and minimize timeline impacts, additional phases should generally be avoided. However, a third phase could be considered for specific site amenities, such as the playground, gathering areas or walking paths. Major site features—such as parking, drop-off zones, the entry plaza and egress routes—will need to be addressed during Phases 01 and 02.

WESTERN ADDITION(S)

Within the master plan layout, the western additions to City Hall and the Community Center form a cohesive system of interconnected spaces. These additions also share significant open-air volume, necessitating a coordinated HVAC system. To enable renovations within the existing footprints of City Hall and the Community Center, the western additions must be completed first. This progression allows essential functions—such as the Council Chambers, meeting rooms and lobby spaces—to shift westward, freeing up their current spaces for other uses.

If necessary, the western addition could be divided into a maximum of three sub-phases:

- Phase 01a: Council Chambers (south)
- Phase 01b: Shared Lobby (middle)
- Phase 01c: Community Rooms (north)

While sub-phasing offers flexibility for gradual facility expansion, the shared mechanical systems of these spaces make separation over time more complex. Sub-phasing could address funding or timing challenges if all of Phase 01 cannot be completed at once.

Phase 01a involves constructing a new multi-purpose Council Chambers on the south side. This addition would free up the current Council Chambers for renovation into additional City Hall office space. However, interim lobby connections, restroom upgrades and meeting room adjacencies would need to be addressed until

PHASING CONSIDERATIONS

FOR IMPLEMENTATION PLANNING

Phase 01b begins. Even with the current Council Chambers repurposed, the available space would still fall short of meeting the staffing needs outlined in this report. During construction of Phase 01b, access to the Council Chambers would be restricted, requiring careful interim planning to maintain functionality. These challenges highlight the efficiencies of completing all of Phase 01 at once, as separating Phase 01a and Phase 01b could result in significant complications.

Phase 01b, the Shared Lobby, provides the space required for City Hall to expand to its full capacity. It also enhances overall facility synergy by consolidating entry points for the Community Center, City Hall and Community Development into one streamlined experience. Completing both Phase 01a and Phase 01b will necessitate adjacent interior renovations within City Hall. Renovations to the Community Center can occur during Phase 01b and Phase 01c, though subdividing phases will require interim plans to ensure continued functionality of the facility.

Phase 01c, focused on the Community Rooms, completes the Community Center renovations while creating a valuable resource for residents. These interior spaces connect seamlessly to planned outdoor amenities, strengthening the campus's presence and expanding programming opportunities for community engagement.

By completing Phase 01 as a whole, the City can achieve greater efficiency, reduce the complexity of interim solutions and optimize the functionality of the entire facility.

EASTERN GYMNASIUM ADDITION

Phase 02, the proposed gymnasium addition on the east side of the building, represents a significant component of the master plan and can proceed as a stand-alone project if necessary. Resident demand for additional gym space, along with the inclusion of a proposed upper-level walking track, remains strong and consistent. The gymnasium also offers potential for revenue generation, thanks to improved spectator seating compared to the current facility. Revenue projections should be incorporated into the evaluation of the project's financing and timeline.

If cost-cutting becomes necessary during gymnasium construction, elements such as bleachers and the upper-level walking track could be added in future phases. However, delaying these features would significantly reduce the gymnasium's overall value and functionality.

The gymnasium addition also includes enhanced cardio and weight facilities on the building's second level. Community feedback has consistently highlighted these spaces and equipment as highly desirable amenities. Access to these facilities is provided via stairs and an elevator, with the elevator also supporting access to second-level mechanical and storage areas.

NEXT STEPS

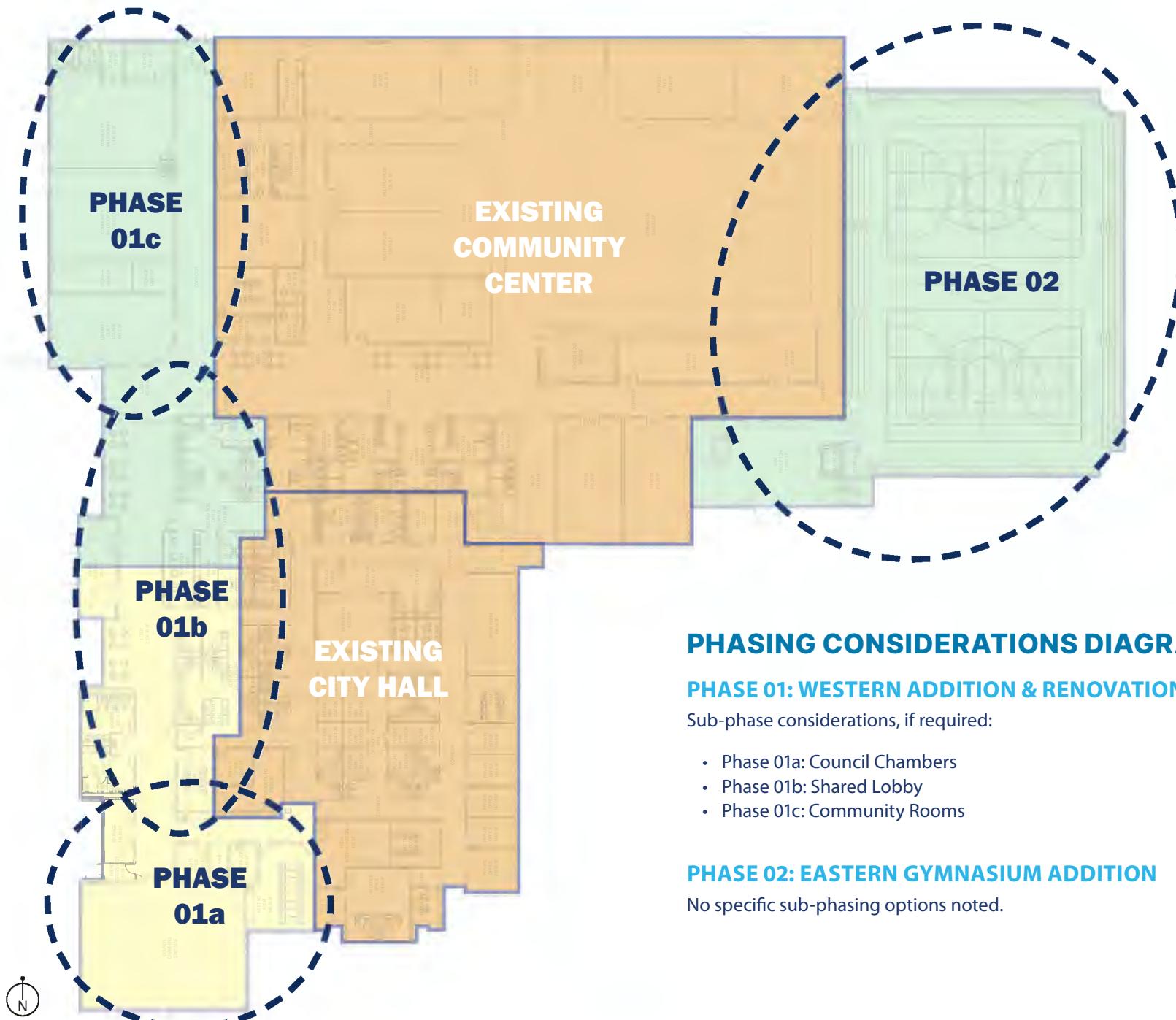
01: Confirm Priorities and Funding Strategy
City staff and residents have guided the planning process—now it's time to decide on actions and funding.

02: Address ADA Compliance Issues
Even if no other portions of this master plan are implemented, the City must prioritize the correction of ADA deficiencies to ensure inclusivity for all campus users.

03: Prepare Mechanical Replacement Plan
It is time to proactively plan and budget for replacing failing mechanical systems, aligning replacement quantity and sizing with the facility's future vision.

04: Initiate Next Phase of Design
Completing Schematic Design documents will help refine construction cost estimates and engage potential contractors. Consider the following options:

- If full building demolition is feasible, use the findings in this report to plan a new facility on the current site.
- If relocating to another site is preferred, develop a detailed plan for that location.
- If renovation of the current site remains the priority, complete Schematic Design documents based on this master plan to confirm the budget, phasing, and timeline.



PROJECT COST OPINION

FOR IMPLEMENTATION PLANNING

SUMMARY

The Cost Opinion Summary provided on these pages provides an over-arching look at anticipated construction costs (in 2024 dollars) for the La Vista Municipal Campus improvements outlined on prior pages of this report. This summary divides the spaces and work to areas focused on additions or renovations of space, as well as funding for site work in conjunction with the building modifications. On the pages following this summary you will find detailed break-downs of the work anticipated for each portion of the project. These costs were generated in coordination with a third-party cost estimating firm, Stecker-Harmsen, Inc. to ensure alignment with current construction market tracking.

NEW CONSTRUCTION CONSIDERATIONS

When finalizing cost estimates for the project, RDG and Stecker-Harmsen were tasked with evaluating the expenses associated with constructing an entirely new facility, including the demolition of the existing one. While the design of a new facility would differ significantly from a renovation, the team worked together to estimate the cost variations between the current plan and a new construction scenario, assuming the same total square footage.

The cost differences can generally be categorized into three key areas. First, building demolition would add significant costs. Second, areas currently planned as additions in the existing

framework would be less expensive per square foot in a completely new construction scenario due to the simpler construction process and the absence of structural modifications at connection points. Conversely, areas currently slated for renovation would become more expensive with new construction, as there would be no existing structure to repurpose, increasing material and space-creation costs. Site work costs, however, were assumed to remain consistent, as no major differences are anticipated between the two scenarios. Considering these factors, demolishing

the existing facility and building a completely new combined City Hall and Community Center is projected to cost approximately \$8 million more than the current master plan.

This projected cost increase, along with potential negative public perception and sustainability concerns related to demolishing the existing facility, reinforces the plan's focus on renovating the facilities on-site.

La Vista Municipal Campus Master Plan - Summary		
West City Hall/Rec Center Addition (Base)	\$ 7,802,847	
16,149 SF; \$662 /SF	Contingencies & Markups: \$ 2,887,054	
East Gym Addition (Base)	\$ 6,709,910	
19,126 SF; \$481 /SF	Contingencies & Markups: \$ 2,482,667	
City Hall Renovation (Base)	\$ 3,459,887	
11,514 SF; \$412 /SF	Contingencies & Markups: \$ 1,280,158	
Rec Center Renovation (Base)	\$ 7,020,259	
28,409 SF; \$339 /SF	Contingencies & Markups: \$ 2,597,496	
Site Work (Base)	\$ 4,627,977	
419,687 SF; \$11 /SF	Contingencies & Markups: \$ 1,712,351	
Subtotal (Base)	\$ 29,620,881	
	Total Contingencies & Markups: \$ 10,959,726	
Cost Estimate Total	\$ 40,580,606	

* Includes contractor's general requirements, markups, and design contingency per detailed estimates.

La Vista Municipal Campus Master Plan

	QTY	UNIT	UNIT COST	TOTAL
West City Hall/Rec Center Addition				
Building Demolition				
Remove Existing Roofing/Copings	1,309	SF	\$11.55	15,119
- Structural Steel Roof Framing	1,309	SF	\$17.33	22,685
Arcade Supports	12	EA	\$2,888.50	34,662
- Foundations	12	EA	\$1,732.50	20,790
Remove Existing Roof Edge	312	LF	\$5.78	1,803
Remove Existing Windows & Doors	26	EA	\$346.50	9,009
Remove Existing Stoops	6	EA	\$1,155.00	6,930
Miscellaneous Demolition	1	LS	\$5,775.00	5,775
Building Structure				
Footings	512	LF	\$95.17	48,727
Frost Walls	2,046	SF	\$38.07	77,891
Interior Column Footing Pads	275	SF	\$35.67	9,809
Slab-on-Grade	16,149	SF	\$5.20	83,975
- 12" Granular Fill	16,149	SF	\$1.73	27,938
Exterior Stoops	10	EA	\$1,732.50	17,325
Structural Steel Roof Framing System	8,077	SF	\$28.88	233,264
- Decking - 1 1/2"	8,077	SF	\$9.82	79,316
Structural Steel Roof Framing System	8,072	SF	\$34.65	279,695
- Decking - 3"	8,072	SF	\$13.86	111,878
Structural Steel Framing for Extended Roofs/Soffits	4,496	SF	\$34.65	155,786
- Decking - 3"	4,496	SF	\$13.86	62,315
Exterior Enclosure				
Exterior Walls				
- Masonry Walls (some metal wall panels)	14,671	SF	\$86.63	1,270,949
- Windows/Curtain Wall	2,357	SF	\$115.50	272,234
- Clerestory Windows	2,569	SF	\$92.40	237,376
Roofing w/Insulation	20,645	SF	\$23.10	476,900
- Soffits @ Clerestories	4,496	SF	\$17.33	77,916
Roof Edge/Fascia	816	LF	\$57.06	46,561
Tie-In to Existing Building	350	LF	\$39.73	13,906
Interior Finish-Out				
Includes Finishes; Specialties; Equipment; Furnishings				
Chambers	2,157	SF	\$231.00	498,267
Offices/Meeting/Rooms	3,640	SF	\$115.50	420,420
Restrooms	624	SF	\$288.75	180,180
Library/Ballrooms/Kitchen/Exterior Restroom	4,234	SF	\$173.25	733,541
- Operable Partition	40	LF	\$1,617.00	64,680
Circulation/Gathering Spaces	5,494	SF	\$92.40	507,646
Mechanical				
Fire Protection	16,149	SF	\$6.93	111,913
Plumbing	16,149	SF	\$17.33	279,862
HVAC	16,149	SF	\$46.20	746,084

La Vista Municipal Campus Master Plan

	QTY	UNIT	UNIT COST	TOTAL
West City Hall/Rec Center Addition (continued)				
Electrical				
Electrical	16,149	SF	\$11.55	186,521
Lighting	16,149	SF	\$11.55	186,521
Communications	16,149	SF	\$5.78	93,341
Safety & Security	16,149	SF	\$5.78	93,341
Cost Estimate Subtotal				
				7,802,847
Add for General Requirements (10%)				
				780,285
Contractors Markup (12%)				
				936,342
Design Contingency (15%)				
				1,170,427
Cost Estimate Total				
				10,689,901

La Vista Municipal Campus Master Plan

	QTY	UNIT	UNIT COST	TOTAL
East Gym Addition				
Building Demolition				
Remove Existing Roof Edge	183	LF	\$5.78	1,058
Remove Existing Windows & Doors	4	EA	\$346.50	1,386
Remove Existing Stoops	3	EA	\$1,155.00	3,465
Remove Existing Interior Stairs to 2nd Floor	1	FLT	\$4,042.50	4,043
Miscellaneous Demolition	1	LS	\$5,775.00	5,775
Building Structure				
Footings	361	LF	\$95.17	34,356
Frost Walls	1,445	SF	\$38.07	55,011
Interior Column Footing Pads	175	SF	\$35.67	6,242
Elevator Pit	1	LS	\$17,325.00	17,325
Slab-on-Grade	12,601	SF	\$5.20	65,525
- 12" Granular Fill	12,601	SF	\$1.73	21,800
Exterior Stoops	4	EA	\$1,732.50	6,930
2nd Floor Structural Steel Framing, Including Track	5,827	SF	\$40.43	235,586
- Decking - 2" w/5" Concrete	5,827	SF	\$13.86	80,762
2nd Floor Structural Steel Framing @ Existing RB CRTS	1,146	SF	\$46.20	52,945
- Decking - 2" w/5" Concrete	1,146	SF	\$17.33	19,860
Structural Steel Roof Framing System	12,601	SF	\$28.88	363,917
- Decking - 3"	12,601	SF	\$11.55	145,542
Structural Steel Roof Framing for Extended Roofs/Soffits	2,967	SF	\$28.88	85,687
- Decking - 3"	2,967	SF	\$11.55	34,269
Exterior Enclosure				
Exterior Walls				
- Insulated Precast Wall Panels - 12"w/Various Finishes	10,467	SF	\$69.30	725,363
- Windows/Curtain Wall	2,592	SF	\$115.50	299,376
- Clerestory Windows	1,177	SF	\$92.40	108,755
Roofing w/Insulation	15,568	SF	\$23.10	359,621
- Soffits @ Clerestories	2,967	SF	\$17.33	51,418
Roof Edge/Fascia	574	LF	\$57.06	32,752
Tie-In to Existing Building	182	LF	\$39.73	7,231
Interior Finish-Out				
Gymnasium	10,865	SF	\$80.85	878,435
Gym Reception	1,485	SF	\$115.50	171,518
Stair to 2nd Level	1	LS	\$51,975.00	51,975
Elevator	1	LS	\$132,825.00	132,825
Circulation/Landing - 2nd Floor	731	SF	\$144.38	105,542
Fitness/Cardio	2,895	SF	\$115.50	334,373
Elevated Track	3,150	SF	\$98.18	309,267

La Vista Municipal Campus Master Plan

	QTY	UNIT	UNIT COST	TOTAL
East Gym Addition (continued)				
Mechanical				
Fire Protection	19,126	SF	\$6.93	132,543
Plumbing	19,126	SF	\$11.55	220,905
HVAC	19,126	SF	\$46.20	883,621
Electrical				
Electrical	19,126	SF	\$11.55	220,905
Lighting	19,126	SF	\$11.55	220,905
Communications	19,126	SF	\$5.78	110,548
Safety & Security	19,126	SF	\$5.78	110,548
Cost Estimate Subtotal				
				6,709,910
Add for General Requirements (10%)				
				670,991
Contractors Markup (12%)				
				805,189
Design Contingency (15%)				
				1,006,487
Cost Estimate Total				
				9,192,577

La Vista Municipal Campus Master Plan				
	QTY	UNIT	UNIT COST	TOTAL
City Hall Renovation				
Full Renovation				
Full Renovation	5,312	SF	\$231.00	1,227,072
- Level - Up Existing Council Chambers Floor	1,095	SF	\$34.65	37,942
Open Offices Spaces - Re-Finish	5,398	SF	\$127.05	685,816
Restrooms Renovations	804	SF	\$288.75	232,155
Mechanical Upgrades				
Fire Protection	11,514	SF	\$6.93	79,792
Plumbing	11,514	SF	\$17.33	199,538
HVAC	11,514	SF	\$51.98	598,498
Electrical Upgrades				
Electrical	11,514	SF	\$11.55	132,987
Lighting	11,514	SF	\$11.55	132,987
Communications	11,514	SF	\$5.78	66,551
Safety & Security	11,514	SF	\$5.78	66,551
Cost Estimate Subtotal				3,459,887
Add for General Requirements (10%)				345,989
Contractors Markup (12%)				415,186
Design Contingency (15%)				518,983
Cost Estimate Total				4,740,046

'La Vista Municipal Campus Master Plan								
	QTY	UNIT	UNIT COST	TOTAL				
Rec Center Renovation								
Full Renovation								
Full Renovation	11,149	SF	\$231.00	2,575,419				
- Level - Up Existing Game Room Floor	2,458	SF	\$34.65	85,170				
Operable Partition @ Multipurpose Rooms	36	LF	\$1,386.00	49,896				
Restrooms Renovations	703	SF	\$288.75	202,991				
Update Finishes	16,558	SF	\$57.75	956,225				
Mechanical Upgrades								
Fire Protection	28,409	SF	\$6.93	196,874				
Plumbing	28,409	SF	\$17.33	492,328				
HVAC	28,409	SF	\$51.98	1,476,700				
Electrical Upgrades								
Electrical	28,409	SF	\$11.55	328,124				
Lighting	28,409	SF	\$11.55	328,124				
Communications	28,409	SF	\$5.78	164,204				
Safety & Security	28,409	SF	\$5.78	164,204				
Cost Estimate Subtotal	7,020,259							
Add for General Requirements (10%)								
Contractors Markup (12%)								
Design Contingency (15%)								
Cost Estimate Total	9,617,754							

La Vista Municipal Campus Master Plan				
	QTY	UNIT	UNIT COST	TOTAL
Site Work				
Demolition				
Road/Parking/Pavement	145,983	SF	\$1.50	218,975
Strip & Stockpile Topsoil	3,238	CY	\$2.50	8,094
Trees	31	EA	\$700.00	21,700
Construction Staking	1	LS	\$15,000.00	15,000
Erosion Control	1	LS	\$10,000.00	10,000
Municipal Campus				
Parking Lot Pavement	112,908	SF	\$15.00	1,693,620
Plaza Pavement	20,803	SF	\$30.00	624,090
Sidewalks	44,477	SF	\$8.00	355,816
Site Walls	1,044	LF	\$200.00	208,800
Retaining Walls	547	LF	\$400.00	218,800
Playground Equipment	1	LS	\$200,000.00	200,000
Planting Beds	42,436	SF	\$12.00	509,232
Lawn Area	1.77	AC	\$5,000.00	8,850
Trees	70	EA	\$500.00	35,000
Site Furniture	1	LS	\$100,000.00	100,000
Stormwater Management	1	LS	\$50,000.00	50,000
Earthwork	1	LS	\$200,000.00	200,000
Utilities	1	LS	\$50,000.00	50,000
Site Lighting	1	LS	\$100,000.00	100,000
Cost Estimate Subtotal	4,627,977			
Add for general requirements (10%)	462,798			
Contractors Markup (12%)	555,357			
Design Contingency (15%)	694,197			
Cost Estimate Total	6,340,328			

RDg...
PLANNING ● DESIGN

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF A CLASS C LIQUOR LICENSE FOR MAMA'S PIZZA OF OMAHA, INC DBA MAMA'S PIZZA IN LA VISTA, NEBRASKA.

WHEREAS, Mama's Pizza of Omaha, Inc dba Mama's Pizza, 8146 S. 96th Street, 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 Mama's Pizza of Omaha, Inc dba Mama's Pizza, 8146 S3 96th Street, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 21ST DAY OF JANUARY 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk



**LA VISTA POLICE DEPARTMENT
INTER-DEPARTMENT MEMO**

TO: **Rachel Carl, City Clerk**

FROM: **Captain D. J. Barcal**

DATE: **January 14, 2025**

RE: **Local Background Check– Mama's Pizza of Omaha, Inc.
dba Mama's Pizza**

The La Vista Police Department has reviewed the Nebraska Liquor Control Commission Documents completed by the applicant and conducted a check of local records relating to the Manager Application for Mama's Pizza of Omaha, LLC, dba Mama's Pizza for Michael Brown and Kevin Ames. No criminal record was located for either party.

As with all Nebraska Retail Liquor Licenses, I am asking the applicant strictly conform to Nebraska Liquor Commission rules and regulations under Section 53-131.01, Nebraska Liquor Control Act.



Nebraska Liquor Control

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

Application Copy

File Number: 62107

LICENSE TYPE

Class C Beer, Wine Spirits On and
Off Sale

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

Mama's Pizza of Omaha, Inc.

DOING BUSINESS AS

Mama's Pizza

INCORPORATION DATE

2024-11-12

CORRESPONDENCE ADDRESS

Teamshares, Inc.
228 Park Ave. S.
PMB 17552
New York, NY 10003

MAILING ADDRESS

Teamshares, Inc.
228 Park Ave. S.
PMB 17552
New York, NY 10003

LICENSE TYPE

Class C Beer, Wine Spirits On and

APPLICATION DATE RECEIVED

2024-12-04

LICENSEE TYPE

Corporation

CORPORATE NUMBER

2411213608

APPLICATION DATE RECEIVED

2024-12-04

PHYSICAL ADDRESS

Teamshares, Inc.
228 Park Ave. S.
PMB 17552
New York, NY 10003

CONTACT NAME	PREFERRED CONTACT METHOD
Sara Rochford	Email
CONTACT PHONE (402) 290-6331	ALTERNATE PHONE
FAX	EMAIL sara@teamshares.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Michael Brown	President		0
Mama's, Inc.	Sole Member of Licensee	Mama's Pizza Holdings, Inc.	100

ADDITIONAL INFORMATION

The closing for the sale transaction for 4 restaurants (only 3 are obtaining liquor licenses, including this location) is scheduled to occur within a week or two. The Purchase Agreement and Lease will be signed at that time. We are submitting unsigned copies for use in your review for the TOP. Agent Trish Bell will be in contact with the actual closing date (when determined) and signed copies of the Purchase Agreement and Lease.

Lease has 2 optional 5-year extension options.

Temporary Operating Permit

LICENSE

License 105538 (Active) - Class I Beer, Wine, Spirits On Sale Only (May 01, 2024 - Apr 30, 2025)
MAMA'S PIZZA LA VISTA (HARWOOD PIZZA LA VISTA INC)

MARITAL STATUS	
Single	
MANAGED BY AGENT	
Yes	
AGENT NAME	AGENT TYPE
Trish K Bell	Individual
BIRTHDATE	GENDER
1900-01-01	Female
SPOUSE	PREFERRED CONTACT METHOD
	Email
CONTACT PHONE	ALTERNATE PHONE
(402) 475-1075	
FAX	EMAIL
	tbell@baylorevnen.com
CORRESPONDENCE ADDRESS	
1248 O Street, Suite 900 Lincoln, NE 68508	
MAILING ADDRESS	
1248 O Street, Suite 900 Lincoln, NE 68508	
PHYSICAL ADDRESS	
1248 O Street, Suite 900 Lincoln, NE 68508	
PREMISES TYPE	PREMISES NAME
Restaurant with Bar	Mama's Pizza
OPERATOR	CORPORATE LIMIT DESIGNATION
	Inside

LEASE OR OWN

Lease

EXPIRATION DATE

2030-01-01

PHYSICAL ADDRESS

8146 S. 96th Street
LaVista, NE 68128

MAILING ADDRESS

Teamshares, Inc.
228 Park Ave. S.
PMB 17552
New York, NY 10003

CONTACT NAME

Sara Rochford

CONTACT PHONE

(402) 290-6331

FAX

PREMISES MANAGER

Kevin Ames

QUESTIONS

PREFERRED CONTACT METHOD

Email

ALTERNATE PHONE

EMAIL

sara@teamshares.com

PREMISES MANAGER EMAIL

tbell@baylorevnen.com

Class C Beer, Wine Spirits On an

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

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge?

Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party is applying, please list charges by each individual's name. Exclude minor traffic violations such as speeding. Include Driving Under the Influence, Driving Under Suspension & other similar charges. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

Yes

(document uploaded)

2. What are the building dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) *Not square feet*
A simple sketch of the area to be licensed will be required to be uploaded in the Documents section.. Include the length x width, direction of NORTH and number of floors of the building.

L60, W100

3. Is there an outdoor area?

*Must have permanent fencing securing the outdoor area. Please contact the local governing body for other requirements regarding fencing.

No

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

No

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

1

6. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children?

No

7. Is premises to be licensed within 300 feet of a college campus or university?

No

8. Are you acquiring any alcohol prior to obtaining this liquor license?

Yes

(document uploaded)

9. What date do you intend to open for business?

December ____, 2024 (within a week or two). See notes.

10. What are the anticipated hours of operation?

11:00 am - 10:00 pm -- 7 days/week

11. Are you borrowing any money from any source, including family or friends, to establish and/or operate the business?

Yes

Union Bank & Trust

12. Will any person or entity, other than the applicant, be entitled to a share of the profits of this business?

No

13. Is anyone listed on this application a law enforcement officer?

No

14. List the primary bank and/or financial institution to be utilized by the business.

a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

Pinnacle Bank -- Michael Brown

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

No

16 Are all individuals named in this application over 21 years of age?

Yes

17 Do you intend to sell cocktails to go as allowed under Neb Rev. Statute 53-123.04(4)?

No

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

No

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

See uploaded list for Michael Brown

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

Yes

21 Are you applying for a Temporary Operating Permit?

Yes

(document uploaded)

22 What is the premises manager's name?

Kevin Ames

23 What is the manager's address?

2003 Pierce Street
Omaha, NE 68130

24 What is the manager's phone number?

(760) 715-9778

25 What county is the manager registered to vote in?

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

Douglas

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

tbell@baylorevnen.com

27 Is the manager married?

Yes

Carisa S. Ames

Submitting Spousal Affidavit of Nonparticipation

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Business Plan	Business Plan.docx	
Explanation of Convictions/Guilty Pleas	Explanation of Convictions.pdf	
Premises Description & Diagram	Diagram - LaVista.pdf	
Alcohol Inventory	Liquor Inventory.pdf	
Lease / Deed / Purchase Agreement	Lease Agreement - La Vista _Redacted.pdf	
Privacy Act Statement	Fingerprint Form - Brown SIGNED.pdf	Fingerprint form or Michael Brown
Privacy Act Statement	Fingerprint Form SIGNED.pdf	Fingerprint form for Kevin Ames
Temporary Operating Permit (TOP)	TOP w-inventory.pdf	
Lease / Deed / Purchase Agreement	Asset Purchase Agreement_Redacted.pdf	Purchase Agreement
Additional Document	List of Liquor Licenses - 112124.pdf	List of Liquor Licenses for Michael Brown
Additional Document	List of Active Liquor Licenses - Kevin Ames - as of 10.1.24.pdf	List of liquor licenses for Kevin Ames
Affidavit of non-participation	Signed Spousal Affidavit -- Brown.pdf	Spousal Affidavit for Michael Brown
Affidavit of non-participation	Spousal Affidavit of Non-Participation - 10.2.24.pdf	Spousal Affidavit for Kevin Ames

APPLICANT

Sara Rochford

DECLARATION

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

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

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

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

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

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

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

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JANUARY 21, 2025 AGENDA

Subject:	Type:	Submitted By:
AMEND MASTER FEE ORDINANCE	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	RITA RAMIREZ CITY ADMINISTRATOR

SYNOPSIS

An ordinance has been prepared to amend the Master Fee Ordinance for changes related to building permits, plan review and inspection fees. Additional changes are also included related to parking fees within City Centre and amendments to modify Section 3 to differentiate and delineate the Sewer Connection Fees within the City of Omaha Sewer Shed.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

The Building Department has commenced the use of Change of Occupancy permits in relation to new businesses moving into existing structures. This is an administrative permit utilized by other cities to ensure that a proposed use fits within the zoning district's regulation and to ensure that applicants are obtaining required permits and inspections by the Building Department and Papillion Fire.

In the past, the Building Department has typically sent building plans for larger structures (typically those over three stories) to the International Code Council (ICC) for review. Although the City has been reimbursed for the cost in the past as part of the building permit issuance, it hasn't been specifically included in the Master Fee Ordinance.

Additional changes throughout the Building and Use Fees section of the ordinance clarify fees related to plan reviews and the Rental Inspection Program.

With the completion of the construction of the surface parking lot on Lot 12 La Vista City Centre, fees related to its use need to be added to the Master Fee Ordinance. Revisions to the layout of the fees within the ordinance have also been completed for better readability. The only fee change being proposed is the addition of the new fees for Lot 12.

The City of La Vista is a party to the Wastewater Service Agreement (WSA) between the City of Omaha and the City of La Vista, originally dated April 7, 2009, as to define the Stonybrook Outfall Sewer Shed and the connection

fee rates which are to be collected on the City of Omaha's behalf. Ninety Five Percent (95%) of said connection fees are remitted back to the City of Omaha.

From time to time, the City of Omaha adjusts these rates to be commensurate with capital funds required to fund projects within the City of Omaha's sewer system. Recent adjustments by the City of Omaha have raised the fees significantly, likely due to major sewer projects within the Omaha Capital Improvement Plan. In order to more accurately reflect the fee increases, and to allow for sewer shed adjustments based upon future capital projects within the sewer sheds, the Omaha Sewer Shed Capital Fees have been specifically delineated within the Master Fee Ordinance, and references to the WSA and Omaha Municipal Code have been added as to adequately reflect the current Sewer Connection Fees, and any changes that may take place in the future.

A redlined copy of the revised Master Fee Ordinance is attached.

K:\APPS\City Hall\CNCLRPT (Blue Letters)\25file\25 ADM Amend Master Fee Ordinance 01.21.2025.Docx

ORDINANCE NO. ____

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

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

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

BUILDING & USE FEES

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

Building Permit

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

General	\$30 Base fee + see building fee schedule
Commercial/Industrial	\$30 Base fee + see building fee schedule

Plan Review Fee (collected at the time of permit application submittal)

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

Actual Fee Incurred

Design Review (non-refundable)
Tenant Bay Façade Renovation

\$500 (min. fee or actual fee incurred)

Bldgs. 24,999 sq. ft. or less	\$1,500 (min. fee) (or actual fee Incurred)
Bldgs. 25,000 – 49,999 sq. ft.	\$2,000 (min. fee) (or actual fee Incurred)
Bldgs. 50,000 -99,999 sq. ft.	\$3,000 (min. fee) (or actual fee Incurred)
Bldgs. 100,000 + sq. ft.	\$4,000 (min. fee) (or actual fee Incurred)
Replacement Plan Review Fee	\$100 + Request for records fees
Engineer's Review	\$500
<u>Building Re-Inspection Fee</u>	<u>\$100</u>
Rental Inspection Program	
License Fees:	
Multi-family Dwellings	\$6.00 per unit
Single-family Dwellings	\$50.00 per property
Duplex Dwellings	\$50.00 per unit
Additional Administrative Processing Fee (late fee) <u>(late fee or no-show fee)</u>	\$100.00
Inspection Fees:	
Primary Inspection	No charge
Class B Property Inspection (after primary inspection) <u>(after primary inspection)</u> :	
Violation corrected	No charge
Violation not corrected	<u>\$100.00 per unit</u> See Re-inspection Fee below
Re-inspection Fee (no show or additional follow up inspection) <u>(no show or additional follow up inspection)</u>	<u>\$100.00 per unit</u> (no show or follow up inspection) See Re-inspection Fee below
Re-inspection Fee	\$100.00
Vacant Property Registration Fee	
	\$250 Original Registration Fee
	\$500 First Renewal
	\$1,000 Second Renewal
	\$2,000 Third Renewal
	\$2,500 Fourth Renewal
	\$2,500 Fifth and Subsequent Renewals
Penalty Fee <u>(working without a permit)</u>	3x Regular permit fee
Refund Policy	75% will be refunded when the project is cancelled or not complete within one year. No refund will be given after one

		year. (Sewer Hook-up Fee is 100% refunded)
Certificate of Occupancy	\$ 50	
Temporary Certificate of Occupancy	\$750	
Pre-occupancy fee (Occupancy without C.O.)	\$750	
<u>Change of Occupancy Permit Fee</u>	<u>\$100</u>	
Temporary Use Permit (includes tents, greenhouses, event structures)	\$ 50 plus \$10/day	
Sign Permit	\$150/sign	
Identification Sign, Incidental Sign	\$75/sign	
Master Sign Plan (more than 1 sign)	\$150	
Common Sign Plan	\$150	
Temporary Sign Permit:		
Non-profit or tax exempt organization	\$0	
All other temporary signs	\$ 30/year	
<u>Cell Tower Development Permit</u>	\$8,500(min fee) (or actual fee incurred)	
Co-locates – <u>Cell</u> Towers	\$5,000(min fee) (or actual fee incurred)	
Small Wireless Facilities	\$500 per application for up to five small wireless facilities	
Support Structure for Small Wireless Facilities	\$250 per structure	
Eligible Facilities Permit	\$250 per application (or actual fee incurred)	
Tarp Permit (valid for 6 months)	\$ 30	
Solar Panel Permit	\$ 30	
Satellite Dish Permit	\$ 30	
Wading/Swimming Pools at residence	\$ 30	
Dedicated Electrical circuit for pumps	\$ 30	
Mechanical Permits	\$30 Base fee + See mechanical fee schedule	
Plumbing Permits	\$30 Base fee + See plumbing fee schedule	
Sewer Repair Permit	\$30	
Backflow protector permit	\$ 30 (\$22 permit & \$8 backflow)	
Underground Sprinklers	\$ 30 (\$22 issue fee & \$8 fixture)	
Electrical Permits	\$30 Base Fee + See electrical fee	
City Professional License (Plumbers; Mech. Contractors)	\$ 15 and a \$1,000,000	
Liability, and a \$500,000 bodily injury insurance Certificate per each occurrence		
Also a \$5,000 Bond is required, naming the City as the recipient.		
Demolition of building	\$250 plus Insurance Certificate	

Moving Permit (buildings 120 square feet or greater)	\$250 plus Insurance Certificate
Sheds and Fences	\$ 30.00
Sidewalks	\$ 30.00
Driveway Replacement	\$ 30.00
Driveway Approach w/o curb cut or grinding	\$ 30.00
With curb requiring cut plus the 4' apron on each side)	
Contractor (Contractor performs curb cut or grind)	\$ 30.00 plus \$1.00/ft.
City Charge (if City performs curb cuts)	\$50 + \$5/ft. (\$40 set up fee; \$10 permit fee)
City charge (if City performs curb grinds)	\$50 + \$6/ft. (\$40 set up fee; \$10 permit fee)
Utility Cut Permit	\$ 30.00
Appeal Fee Regarding Issuance or Denial of Curb Cut/Driveway	
Approach Construction Permit	\$250
Street Paving, Surfacing, Resurfacing, Repairing, Sealing or	
Resealing Permit	\$ 30.00/Yearly
Appeal Fee Regarding Issuance or Denial of Street Paving,	
Resurfacing, etc. Permit	\$250

RIGHT-OF-WAY PERMIT FEES

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

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

Other structures as approved by the City Administrator	\$300
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Provided, however, notwithstanding anything in this Ordinance to the contrary, all property, or parts thereof or improvements thereon, with respect to which legal title is or will be held by or for the benefit of the City of La Vista, La Vista Community Development Agency, City of La Vista Facilities Corporation, La Vista/Metropolitan Community College Condominium Owners Association, Inc., or any other entity directly or indirectly controlled by the City of La Vista as determined by the City Administrator, for a public purpose, and all owners of such property, parts, or improvements, shall be exempt from the Building and Use Fees and/or any other fees in this ordinance. The City of La Vista pursuant to a policy of the City Council also may provide for waiver of any or all such Building and Use Fees, or any other fees under this Ordinance that are payable to the City, with respect any political subdivisions that levy property taxes within the corporate limits of the City, or any entity controlled by any such political subdivision.

FIRE INSPECTION FEES

Plan Review Fees

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

Child Care Facilities:

0 – 8 Children	\$50.00
9 – 12 Children	\$55.00
13 or more children	\$60.00
Inspection	\$25.00

Liquor Establishments:

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

Nursing Homes:

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

Fire Alarm Inspection:

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

Sprinkler Contractor Certificate:

Annual	\$100.00
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Fuels Division:

Above ground Hazardous Substance Storage Tanks (Title 158)	
Registration	\$25.00 per tank
Re-registration	\$25.00 per tank (Required whenever change is made to tank or contents)
Above ground Petroleum Storage Tanks (Title 153, Chapter 17)	
Inspection Fee	\$50.00 (Per installation regardless of the number of tanks)
Underground Storage Tanks (Title 159, Chapter 2)	
Farm, residential and heating oil tanks (tanks with a capacity of 1100 gallons or less)	\$10.00 one-time registration fee
All other tanks	\$30.00 per tank, annually
Petroleum Release Remedial Action Fund	\$90.00 per tank, annually
Tank installation	\$60.00 per tank
Piping only installation	\$60.00

GRADING PERMIT FEES

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

TAX INCREMENT FINANCING (TIF) APPLICATION FEES

Application Fee	\$3,000
Administrative Fee	1.5% on TIF Principal up to \$2,000,000 1% on TIF Principal amount above \$2,000,000 thru \$4,000,000 No additional administrative fee for TIF Principal above \$4,000,000 Actual Fees, Costs & Expenses Incurred by the City
Bond Related Fee	

PACE PROGRAM

Application Fee	\$1,000
Administrative Fee	1% of loan amount maximum \$40,000 subject to 50% reduction if a TIF project
Annual Fee	\$500

ZONING FEES

Comprehensive Plan Amendment	\$500
Zoning Map Amendment (rezoning)	\$500

Zoning Text Amendment	\$500
Zoning Verification Letter	\$50
Subdivision Text Amendment	\$500
Conditional Use Permit (1 acre or less)	\$300
Conditional Use Permit (more than 1 acre)	\$500
Conditional Use Permit Amendment	\$200
Flood Plain Development Permit	\$500
Administrative Plat – Lot Split, Lot Consolidation or Boundary Adjustment	\$750+ additional fee of \$250 for review of revised drawings
Preliminary Platting	\$1,000 +additional fee of \$250 for review of revised drawings
Final Platting	\$1000+additional fee of \$250 for review of revised drawings
Subdivision Agreement	\$500 (min. fee) or actual fee incurred
Revised Preliminary Plat	\$500+additional fee of \$250 for review of revised drawings
Replat	\$1500 +additional fee of \$250 for review of revised drawings
P.U.D.	\$1,000+additional fee of \$250 for review of revised drawings
P.U.D. Amendment	\$500 (min. fee) or actual fee incurred
Vacation of Plat and Right of Way Vacation	\$150
Variance, Appeals, Map Interpretation (B.O.A.)	\$250
Watershed Fees –apply to all new development or significant redevelopment as specified in Exhibit "G" to the interlocal agreement for the Papillion Creek Watershed Partnership: (fees are remitted to Papillion Creek Watershed Partnership)	

OCCUPATIONTAXES

Publication fees	\$Actual cost
Class A Liquor License Holder	\$200
Class B Liquor License Holder	\$200
Class C Liquor License Holder	\$600
Class D Liquor License Holder	\$400

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

Funeral homes	\$150
Gaming Device Distributors	5% of gross receipts (non-profits exempt)
Games of Chance/Lotteries	5% of gross receipts (non-profits exempt)
Games of Chance/Lottery License Fee	\$ 50/1 st location - \$10/ea additional
Gas Companies	5% of gross receipts
 Hawkers/Peddlers	 \$ 75/day or \$500/year
 Home Occupations (not specified elsewhere)	
Home Occupation Permit Application Fee	\$ 30
Home Occupation 1 and Child Care Home	\$ 50
Home Occupation Conditional Use Permit – see Zoning Fees	

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

Mobile Food Vendors	\$100/year
Movie theatres	\$150/complex and \$75/viewing room (Additional fees for Restaurants or Drinking Places if applicable)
Music, Vending, & Pinball Machines Provider Fee of &75.00 for business outside the City that provides machines for local businesses	\$ 20/year/machine +Service
Nurseries, greenhouses, landscaping businesses, and tree trimmers	\$75
Nursing homes, assisted living, hospitals and retirement homes	\$5 per bed
Pawnbrokers transaction evidenced by a pawnbroker card or ledger entry per Neb. Rev. Stat. Section 69-204. Minimum of \$30/year	\$1.00/pawnbroker
Professional services – engineers, architects, physicians, dentists, chiropractors, osteopaths, accountants, photographers, auctioneers, veterinarians, attorneys, real estate	

offices and insurance agents or brokers - \$75 plus \$10 per agent or professional over one (1)

Recreation businesses – indoor and outdoor \$100

Restaurants and Drinking Places,

Effective March 1, 2023 –
Occupation tax of 1% of
gross receipts pursuant to
Municipal Code Sections
113.40 through 113.46

Retail, Manufacturing, Wholesale, Warehousing and Other – Any person or entity engaged primarily in a manufacturing, wholesale, and/or warehousing business shall pay an Occupation Tax based on the schedule below and the actual interior or enclosed square footage of facilities in the City used by said person or entity in the conduct of such business; and any person or entity engaged in a business of making retail sales of groceries, clothing, hardware, notions, furniture, home furnishings, services, paint, drugs, or recreational equipment, and any other person or entity engaged in a business for which an Occupation Tax is not specifically provided elsewhere in this Ordinance, shall pay an Occupation Tax based on the schedule below and actual interior or enclosed square footage of facilities in the City used by said person or entity in the conduct of such business; provided, however, that persons or entities that use a basement or one or more additional floors in addition to the main floor (the main floor being the floor with the greatest total square footage) in the conduct of one or more specified businesses of sales at retail shall determine square footage for purposes of the Occupation Tax imposed hereunder based on the square footage of the entire main floor plus one-half (1/2) of the square footage of all such basement and additional floors.

0	999 sq. ft.	\$ 50
1,000	2,999 sq. ft.	\$ 65
3,000	4,999 sq. ft.	\$ 80
5,000	7,999 sq. ft.	\$ 120
8,000	9,999 sq. ft.	\$ 150
10,000	14,999 sq. ft.	\$ 200
15,000	24,999 sq. ft.	\$ 225
25,000	39,999 sq. ft.	\$ 300
40,000	59,999 sq. ft.	\$ 400
60,000	99,999 sq. ft.	\$ 500
100,000	and greater	\$ 750

Schools – trade schools, dance schools, music schools, nursery school or any type of school operated for profit \$ 50

Service providers, such as persons, firms partnerships or corporations delivering any product, good or service whatsoever in nature within the City \$ 75

Service stations selling oils, supplies, accessories

for service at retail	\$ 75 + \$25.00 for attached car wash
Short-Term Rentals—short-term rental owner or operators, listing companies, brokers, agents, or others acting on behalf of short-term rental owners in La Vista room	5% of gross receipts from or property rentals.
Telephone Companies (includes land lines, wireless, cellular, and mobile)	5% of gross receipts
Telephone Surcharge - 911	\$1.00 per line per month
Tobacco License	\$ 15 (based on State Statute)
Tow Truck Companies	\$ 75
Late Fee (Up to 60 days)	\$ 35
Late Fee (60-90 days)	\$ 75
Late Fee (over 90 days)	Double Occupation tax or \$100, whichever is greater
<u>CONVENIENCE FEES</u>	
Restaurant & Drinking Places Occupation Tax, Hotel Occupation Tax, and General Business Occupation Tax Payments through online portal	2.5% of transaction + \$0.30
Credit Cards, Debit Cards, & Digital Wallet	
E-Checks	\$1.50 for transactions \leq \$60,000
All Other Payments	
Credit Cards	3% of transaction with \$2 minimum transaction
E-Checks	\$3 for transactions \leq \$10,000 \$10 for transactions $>$ \$10,000
<u>OTHER FEES</u>	
Barricades	
Deposit Fee (returnable)	\$ 60/barricade
Block Parties/Special Event	\$ 5/barricade per day
Construction Use	\$30 ea. (7 days maximum)
Blasting Permit	\$1,000
Bucket Truck Rental w/operator	\$150 per hour
Charging Station Fees	
Standard Charge Station	\$2/hr. – First 6 hours \$0.33/min. after 6 hours
Rapid Charge Station	\$5/hr. – First 2 hours \$.033/min. after 2 hours
Community Garden Plot Rental	\$20 annually

Conflict Monitor Testing	\$200
Cat License Fee (per cat – limit 3)	\$12 each if spayed/neutered \$25 each if not spayed/neutered
Late Fee	\$10 each if spayed/neutered
Late Fee	\$20 each if not spayed/neutered
Senior Citizen Discount (Age 65+)	Free if spayed/neutered
Dog License Fee (per dog – limit 3)	\$12 each if spayed/neutered \$ 25 each if not spayed/neutered
Late Fee	\$10 each if spayed/neutered
Late Fee	\$20 each if not spayed/neutered
Senior Citizen Discount (Age 65+)	Free if spayed/neutered
Dog/Cat License Handling Fee (in addition to above fees)	\$5
Dog or Cat License Replacement if Lost	\$6
Dog or Cat Capture and Confinement Fee MAXIMUM OF 4 DOGS AND/OR CATS WITH NO MORE THAN 3 OF EITHER SPECIES	\$10 + Boarding Costs
Election Filing Fee	1% of Annual Position Salary
Fireworks Sales Permit (Non-Profits)	\$2,000
Handicap Parking Permit Application Fee State	\$ Currently Not Charging Per
Natural Gas Franchisee Rate Filing Fee (For rate changes not associated w/the cost of purchased gas.)	Per Agreement
Open Burning Permit	\$ 10
<u>Parking Permit Fees:</u>	
Monthly Parking – Covered Stall	\$50/Month per permit
Monthly Parking – Uncovered Stall	\$25/Month per permit
Monthly Parking – Business Reserved	\$100/Month per permit

<u>Off Street Parking</u>	<u>Parking Structure No. 1</u>	<u>3 hours free (\$0), after which</u> <u>\$1.00/hr. up to \$10/day</u> <u>(Parking Day runs 6a.m. - 6a.m.)</u>
<u>Off Street Parking</u>	<u>Parking Structure No. 2</u>	<u>\$1.00/hour up to \$10/day</u> <u>(Parking Day runs 6a.m. - 6a.m.)</u>
<u>On Street Parking</u>	<u>free (\$0) with three (3) hour limit</u>	
<u>Event Parking</u>		<u>\$5.00</u>
<u>Rental Fee</u>	<u>Parking Garage No. 2</u>	<u>\$500</u> <u>Daytime Event</u> <u>(Ending by 6:00 p.m.)</u>
		<u>\$1,000</u> <u>Evening Event</u> <u>(Starting at/after 6:30 p.m.)</u>

Parking FeesMonthly Parking

<u>Covered Stall</u>	<u>\$50/Month per permit</u>
<u>Uncovered Stall</u>	<u>\$25/Month per permit</u>
<u>Business Reserved</u>	<u>100/Month per permit</u>

Daily Parking (Parking Day runs 6 a.m.-6 p.m.)

<u>Parking Structure No. 1</u>	<u>3 hours free (\$0), after which</u> <u>\$1.00/hr. up to \$10/day</u>
<u>Parking Structure No. 2</u>	<u>\$1.00/hour up to \$10/day</u>
<u>City Centre Surface Parking Lot</u>	<u>\$1.00/hour up to \$10/day</u>

Event Parking

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

Parking Ticket Fees

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

Pawnbroker Permit Fees:

Initial	\$ 150
Annual Renewal	\$ 100

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

PUBLIC RECORDS

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

*Copy costs shall be established by the Finance Director

Unified Development Ordinance	\$100
Comprehensive Plan	\$ 50
Zoning Map	\$5 11"x17" \$10 12"x36" \$30 36"x120"
Zoning Ordinance w/Map	\$ 30
Subdivision Regulations	\$ 30
Future Land Use Map	\$5 11"x17" \$10 12"x36" \$30 36"x120"
Ward Map	\$ 2
Fire Report	\$ 5
Police Report	\$ 5
Police Photos (Digital)	\$10/CD
Criminal history	\$10
<u>FALSE AND NUISANCE ALARMS</u>	
Registration Fee for Alarm System (not to include	\$25

single family or duplexes)

Renewal Fee for Alarm System (not to include \$25

single family or duplexes)

Late Registration Charge \$35

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

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

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

RESCUE SQUAD FEES

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

LIBRARY FEES

Membership (Non-Resident Family)	6 month	\$ 35.00
	1 year	\$ 60.00
	1 month	\$ 7.00
Administrative fee – SID interlocal		\$100.00 annually
Fax		\$2.00 up to 5 pages
Overdue Fees Books, Kits, Periodicals		\$.05/day
Audio Books/Board Games/CDs		\$.10/day
Cake Pans/Telescope/Puzzles		
Playaway device/DVDs		\$ 1.00/day
Board Game, Puzzle not returned to Circulation Desk		\$5.00
Damaged & Lost items		\$5.00 processing fee + actual cost
Color Copies		\$.50
Copies		\$.10
PLA filament		\$.10/gram
Inter-Library Loan		\$3.00/transaction
Lamination – 18" Machine		\$2.00 per foot
Lamination – 40" Machine		\$6.00 per foot
Seasonal/Special Workshops		\$15.00
Makerspace Fees		

3D Printer		\$.10/gram
Laser Cutter		
1/8 inch	8x12	\$.50
1/8 inch	12x12	\$ 1.00
1/8 inch	12x16	\$ 1.25
1/4 inch	8x12	\$.75
1/4 inch	12x12	\$ 1.10
1/4 inch	12x16	\$ 1.50
Glassware		\$ 1.50
Cork Coaster		\$.35
White Chipboard Coasters		\$.35
Glass trivets/cutting boards		\$ 1.50
Small Bevel Mirrors		\$ 1.50
Heat Press & Mug Press		
Sublimation paper		\$ 1.00/sheet
Mugs		\$ 2.00
Ceramic Tiles		\$ 1.00
Bags		\$.75
Button Maker		
Pins (3 part)		\$.35
Magnets		\$.35
Bottle openers		\$.35
Mylar rings		\$.10

RECREATION FEES

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

Profit	Resident*	Non-Resident	Business Groups	Non-
Clubhouse	\$ 75/Hour \$ 450/Full Day	\$ 100/Hour \$ 500/Full Day	\$ 150/Hour \$ 550/Full Day	\$ 60/Hour \$ 425/Full
Day				
Deposit (Refundable)	\$ 100	\$ 100	\$ 100	\$ 100
Community Center				
Profit	Resident*	Non-Resident	Business Groups	Non-
Facility Rental				
38/Hour	Gym (1/2 Gym) \$175/Hour	\$ 40/Hour \$ 75/Hour	\$ 80/Hour \$ 80/Hour	\$ 100/Hour \$ 160/Hour
Whole Community Center	\$1000/Day \$800/Day		\$1500/Day	\$2000/Day
		\$500/Half Day	\$750/Half Day	\$1000/Half Day
				\$400/Half Day

Game Room	\$ 22/Hour	\$ 44/Hour	\$ 44/Hour	\$ 22/Hour
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Meeting Rooms (Rental)	\$ 15/Hour/Room	\$ 25/Hour/Room	\$ 30/Hour	\$ 12/Hour/Room
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Kitchen (Rental)	\$ 21/Hour	\$ 30/Hour	\$ 35/Hour	\$ 19/Hour
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Deposit (Refundable)	\$ 100/Whole Day Rental			
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<u>Profit</u>	<u>Resident*</u>	<u>Non-Resident</u>	<u>Business Groups</u>	<u>Non-</u>
Pickleball Court	\$7/hour	\$10/hour	\$10/hour	\$ 7/Hour
Racquetball/ Wallyball Court Stage (Rental)	\$ 7/Hour	\$ 10/Hour	\$ 10/Hour	\$ 7/Hour
	\$ 12/Hour	\$ 22/Hour	\$ 27/Hour	\$ 12Hour

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

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

Variety of programs as determined by the Recreation Director

Fees determined by cost of program Classes

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

Contract Instructor Does Registration and Collects Fees

<u>Fields</u> <u>Profit</u>		<u>Non-</u>
Tournament Fees 10/Team/Tournament	\$ 30/Team/Tournament	\$
Tournament Field Fees 20/Field/Day	\$ 50/Field/Day	\$ 20/Field/Day
Field Rentals (Resident and Non Resident)	\$ 40 / 2 Hours	\$ 30/2 hours
Gate/Admission Fee	10% of Gross	0% gross

The Link

Base Rental Fee Entire Facility	\$1,000
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User supplies operating staff and is responsible for all cleaning and trash removal.

Parks

Profit	Open Green Space	\$100/Event		
	Resident*	Non-Resident	Business	Non-

Park Shelters	\$15/3 hours	\$25/3 hours	\$ 30/3 Hours	\$ 12/3
Hours				

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

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

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

Adult Recreation Programs – Per Team

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

Special Services Van Fees

Zone 1 Trip within city limits (La Vista & Ralston)	\$1.00 one way
Includes trips to grocery stores and senior center	
Zone 2 Trip outside city limits	\$3.00 one way
Zone 3 Trip outside city limits	\$10.00 one way
Bus pass (each punch is worth \$1.00)	\$30.00

Section 2. Sewer Fee Schedule.

§3-103 Municipal Sewer Department; Rates.

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

billing, add \$10.00 for a total of \$24.33. The manual billing of the customer charge will come from the City of La Vista instead of the Metropolitan Utilities District.

2. The flow charge for all sewer service users shall be \$4.89 per hundred cubic feet (ccf).
3. If users have abnormal strength sewage as determined by the terms of the Wastewater Service Agreement between the City of La Vista and the City of Omaha, then additional charges will be billed to the user at the applicable rates as determined by said Agreement.
4. If users other than those classified herein are connected to the wastewater collection system, the Customer Charges, the Flow Charges and Other Charges will be determined by the City Council in accordance with rules and regulations of the EPA and the Agreement between the City of La Vista and the City of Omaha.

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

Section 3.1 – City of Omaha - Stonybrook Outfall Sewer Shed

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

	Effective 1/1/2025	Effective 2/1/2026
Residential		
Single Family Dwelling	\$0.637/SF1,482	\$0.6371,534/SF
<u>Mobile Homes As Used as a Residence</u>	<u>\$2,128/pad</u>	<u>\$2,128/pad</u>
Duplex	\$1,482/unit	\$1,482/unit
<u>All Other Residential Uses</u>		
<u>Multiple Family</u>		\$ 2,1561,156/unit
<u>\$2,1561,197/unit</u>		
Commercial/Industrial	\$15,0098,049/acre of land as platted	\$15,0098,334/acre of land as platted
<u>Park/Common Area</u>	<u>\$450/AC</u>	<u>\$466/acre of land as platted</u>
<u>(incl. Athletic Fields)</u>		

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

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

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

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

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

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

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

- A. Changes in Use. If the use of a lot changes subsequent to payment of the fee, which different use would require payment of a fee greater than that payable in respect to the use for which the fee was originally paid, the difference in fee shall be paid to the City at time of such change in use.
- B. Existing Structures. Structures for which sewer connection and building permits have been issued, and all permit fees in respect thereto paid, prior to the effective date hereof shall be exempt from the fees herein imposed.
- C. Preconnection Payments. Where preconnection payment charges for a subdivision or portion thereof have been paid to City at time of subdivision of a tract pursuant to agreement between the City and the developer and the sanitary and improvement district, if any, financing improvements of the subdivision, the preconnection payment so made shall be credited by City to the sewer/drainage fees payable at time of connection of the individual properties to the sewer/drainage systems of the City.

D. Sewer Tap and Inspection and Sewer Service Fees. The fees imposed by Section 3 hereof are in addition to and not in lieu of (1) sewer tap and inspection fees payable pursuant to Section 3-122 of the La Vista Municipal Code and listed herein and (2) sewer service charges imposed by Section 2 hereof.

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

Sewer Tap Fee (Inspection Fee)

Service Line w/inside diameter of 4"	\$400
Service Line w/inside diameter of 6"	\$600
Service Line w/inside diameter of 8"	\$700

Service Line w/inside diameter over 8"

Special permission/set by Council

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

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

Section 6. Repeal of Ordinance No.1519. Ordinance No. 1519 as originally approved on October 15, 2024 and all ordinances in conflict herewith are hereby repealed.

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

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

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

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

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

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

PASSED AND APPROVED THIS 21ST DAY OF JANUARY 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

CITY OF LA VISTA
LA VISTA COMMUNITY DEVELOPMENT AGENCY REPORT
JANUARY 21, 2025 AGENDA

Subject:	Type:	Submitted By:
84 TH STREET REDEVELOPMENT AREA TAX INCREMENT FINANCING – PART OF MIXED USE REDEVELOPMENT PROJECT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A Resolution is presented to amend Resolution No. 25-008, which authorized tax increment financing (“TIF”) and a Tax Increment Revenue Note (La Vista City Centre Hotel Project) Series 2025 (“TIF Note”) for paying a portion of eligible costs of redeveloping part of the mixed use redevelopment project – 84th Street Redevelopment Area. The amendment does not affect the total principal amount, 15-year duration or source of funds authorized to pay the TIF Note.

FISCAL IMPACT

The incremental increase in ad valorem taxes on the redeveloped lot and State funding in lieu of such ad valorem taxes actually collected by the County and paid to the City will be the only source of funds used to repay the TIF Note.

RECOMMENDATION

Approve.

BACKGROUND

Resolution No. 25-008 approved at the January 7, 2025 Council meeting approved TIF and a TIF Note in the amount of \$2,640,035 for paying a portion of eligible costs of redeveloping part of the mixed use redevelopment project – 84th Street Redevelopment Area in connection with construction of a hotel and related improvements on and in the vicinity of Lot 1, La Vista City Centre, Replat 6 (“Hotel Improvements”).

The Resolution presented with this agenda item amends Resolution No. 25-008 to increase the interest rate of the TIF Note from 6% to 7% and provide for payment of principal and interest on the TIF Note twice annually on June 15th and December 15th rather than once per year on December 15th, consistent with Redeveloper projections in connection with the TIF Note or Hotel Improvements. The amendment does not affect the total principal amount, 15-year duration or funds authorized to pay the TIF Note, which will be limited to the incremental increase in ad valorem taxes on the redeveloped lot and State funding in lieu of such ad valorem taxes actually collected by the County and paid to the City.

RESOLUTION NO. _____

OF THE

LA VISTA COMMUNITY DEVELOPMENT AGENCY

ADOPTED JANUARY 7, 2025

**\$2,640,035
TAX INCREMENT REVENUE NOTE
(LA VISTA CITY CENTRE HOTEL PROJECT)
SERIES 2025**

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF A TAX INCREMENT REVENUE NOTE (LA VISTA CITY CENTRE HOTEL PROJECT), SERIES 2025, OF THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, FOR THE PURPOSE OF PAYING CERTAIN PROJECT COSTS IN CONNECTION WITH A REDEVELOPMENT PROJECT; PRESCRIBING THE FORM AND DETAILS OF SUCH NOTE AND THE COVENANTS AND AGREEMENTS MADE BY THE AGENCY TO FACILITATE AND PROTECT THE PAYMENT THEREOF; 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 Act prescribes the requirements and procedures for the planning and implementation of redevelopment projects;

WHEREAS, pursuant to the Act and upon the recommendation of the Planning Commission, the Redevelopment Area was previously declared to be blighted and substandard and in need of redevelopment pursuant to the Act;

WHEREAS, the Council previously adopted and the City has in place a comprehensive plan, which includes a general plan for development of the City within the meaning of Section 18-2110 of the Act;

WHEREAS, pursuant to the Act and upon the recommendation of the Agency and of the Planning Commission, the City Council approved the Redevelopment Plan for the Redevelopment Area, as amended by Amendment Nos. 1 through 4, and including a multi-year mixed use redevelopment project (the “**Mixed Use Redevelopment Project**”) and related tax increment financing pursuant to Neb. Rev. Stat. Section 18-2147 to be developed in phases in the vicinity of 84th Street and Brentwood Boulevard;

WHEREAS, pursuant to the Act the Agency approved the Redevelopment Agreement, as amended, for the Mixed Use Redevelopment Project between the Agency and La Vista City Centre, LLC, a Nebraska limited liability company, and its affiliates, (together, the “**ReDeveloper**”) and authorized the Redeveloper to undertake all phases of the Mixed Use Redevelopment Project, including the Project (hereinafter defined), and related tax increment financing within the Project Area (hereinafter defined) in accordance with the Act;

WHEREAS, the Redevelopment Plan and Agreement provide, among other things, that the Agency will issue debt to be secured by moneys in the TIF Revenue Fund for the purpose of paying a portion of the Project Costs (hereinafter defined) for the Project; **and**

WHEREAS, in connection with commencement of an additional phase of the Mixed Use Redevelopment Project, it is the Agency adopted Resolution No. 25-008 on January 7, 2025, (the “Prior Resolution”) wherein the Agency determined it necessary, desirable, advisable, and in the best interest of

the Agency to issue the Community Redevelopment Tax Increment Revenue Note (La Vista City Centre Hotel Project), Series 2025 (the “**Note**”), in the principal amount of \$2,640,035 to pay a portion of the Project Costs, to pay the costs of issuing the Note, and to be issued and secured in the form and manner as hereinafter provided, in the Prior Resolution; and

WHEREAS, the Note has not yet been issued or delivered, and Redeveloper has requested clarification to the Prior Resolution to provide that the Note be paid semiannually on June 15 and December 15 of each year, and that the maximum permitted interest rate on the Note be adjusted to 7% instead of 6%, and the Agency hereby determines it necessary, desirable, advisable, and in the best interest of the Agency to adopt this resolution to amend and replace the Prior Resolution in its entirety.

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: THAT RESOLUTION NO. 25-008 OF THE AGENCY, ADOPTED ON JANUARY 7, 2025, IS HEREBY AMENDED AND REPLACED IN ITS ENTIRETY AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to words and terms defined elsewhere in this Resolution, the following capitalized words and terms as used in this Resolution shall have the following meanings:

“**Act**” means the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended.

“**Agency**” means the Community Development Agency of the City of La Vista, Nebraska.

“**Business Day**” means a day on which the banking institutions in the City are scheduled in the normal course of operations to be open to the public.

“**Chair**” means the Chair of the Community Development Agency of the City of La Vista, Nebraska. The Chair shall be the Mayor of the City of La Vista unless otherwise designated by the governing body of the Agency.

“**City Administrator**” means the Administrator of the City, the interim or acting Administrator of the City, or the Administrator’s designee.

“**City**” means the City of La Vista, Nebraska.

“**Clerk**” means the Clerk of the City of La Vista, Nebraska.

“**Code**” means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

“**Council**” means Council of the City of La Vista, Nebraska.

“County” means The County of Sarpy, in the State of Nebraska.

“Cumulative Outstanding Principal Amount” means the aggregate principal amount of the Note issued and outstanding from time to time in accordance with the provisions of this Resolution, as reflected in the Note Register as provided in this Resolution.

“Date of Original Issue” means the date the Note is initially issued and delivered to the Purchaser.

“Effective Date” means the date determined pursuant to **Section 6.1** hereof.

“Government Obligations” means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

“Mayor” means Mayor of the City.

“Note” means the Community Redevelopment Tax Increment Revenue Note (La Vista City Centre Hotel Project), Series 2025, in an aggregate principal amount of \$2,640,035 authorized and issued pursuant to this Resolution.

“Note Payment Date” means June 15 and December 15 of each year, beginning on the second ~~December~~June 15th after the Effective Date (which Note Payment Date is currently anticipated to be ~~December~~June 15, 2027, if the Effective Date remains January 1, 2026), (or such other periodic payment date or dates as may be approved and incorporated in the Note when issued, but not more frequently than semiannual payments) and ending after fifteen December 15th Note Payment Dates (currently anticipated to be December 15, 2041, if the Effective Date remains January 1, 2026).

“Note Register” means the books for the registration, transfer and exchange of the Note kept at the office of the City.

“Permitted Investments” means any of the following securities and obligations, if and to the extent the same are at the time legal for investment of the City's moneys held in the funds and accounts referred to in **Section 5.1** hereof:

(a) United States Government Obligations;

(b) bonds, notes or other obligations of the State of Nebraska, or any political subdivision of the State of Nebraska, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;

(c) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States or any state, that are continuously and fully secured by any one or more of the securities described in clause (a) or (b) above and have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the City;

(d) obligations of the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks and Farmers Home Administration;

(e) certificates of deposit, time deposits or other deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a), (b) or (d) above, which shall have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificate of deposit or time deposits; and

(f) any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State of Nebraska.

“Planning Commission” means the Planning Commission of the City.

“Project” means that portion of the Mixed Use Redevelopment Project for Lot 1, La Vista City Centre Replat Six, and the improvements identified in **Exhibit B-2**, which shall be and is hereby determined to be a separate redevelopment project under the Act.

“Project Area” means that portion of the Redevelopment Area described on **Exhibit B-1**.

“Project Costs” means the costs attributable to the Project and to work on any “redevelopment project,” as defined in the Act, that may be paid through TIF Revenues and which the Agency has agreed to pay under the Redevelopment Agreement with respect to the Project and such other costs allowed under the Redevelopment Plan and the Redevelopment Agreement, including those identified in **Exhibit B-2**.

“Project Fund” means the fund by that name described in **Section 5.1** hereof.

“Purchaser” means the Redeveloper or such other party approved by the Chair of the Agency, as the original purchaser of the Note.

“Record Date” for the interest payable on any Note Payment Date means the 15th day (whether or not a Business Day) of the calendar month first preceding such Note Payment Date.

“Redeveloper” means La Vista City Centre LLC, a Nebraska limited liability company, and its assignee with respect to the Project, City Centre Hotel, LLC, a Nebraska limited liability company.

“Redevelopment Area” means the 84th Street Redevelopment Area which the governing body of the City has found to be blighted and substandard pursuant to the Act.

“Redevelopment Agreement” means the Redevelopment Agreement, as amended, between the Agency and La Vista City Centre LLC, a Nebraska limited liability company, and City Centre Hotel, LLC as assignee of La Vista City Centre, LLC with respect to the Project Area.

“Redevelopment Plan” means the redevelopment plan approved by the City for the Redevelopment Area, as amended by Amendment Nos. 1 through 4.

“Registered Owner” or **“Note Owner”** when used with respect to any Note means the person in whose name such Note is registered on the Note Register.

“Resolution” means this Resolution as from time to time amended in accordance with the terms hereof.

“Secretary” means the Secretary of the Agency. The Secretary shall be the City Clerk of La Vista unless otherwise designated by the Agency governing body.

“State” means the State of Nebraska.

“TIF Revenue Fund” means the fund by that name described by **Section 5.1** hereof.

“TIF Revenues” means the moneys received from the County attributable to the increase in the current equalized assessed valuation of taxable real property in the Project Area over and above the initial equalized assessed value of each such unit of property in the Project Area, all as determined in accordance with the Redevelopment Plan and the Act as in effect on the date the Note is issued.

ARTICLE II

AUTHORIZATION OF NOTE

Section 2.1. Authorization of Note. There is hereby authorized and directed to be issued a Note of the Agency, designated “Community Redevelopment Tax Increment Revenue Note (La Vista City Centre Hotel Project) Series 2025,” in the principal amount of \$2,640,035, for the purpose of paying a portion of the Project Costs, and paying the costs of issuance of the Note.

Section 2.2. Description of the Note. The Note shall be substantially in the form set forth in **Exhibit A** hereto, and shall be subject to registration, transfer and exchange as provided in **Section 2.4** hereof. The Note shall be dated the date of its initial issuance and delivery, shall mature on the final Note Payment Date (subject to prior prepayment as provided in **Article III**), and shall bear interest at the rate of 67.0 per annum, or such other rate of interest approved by the City Administrator or Chair.

The Note shall bear interest (computed on the basis of a 360-day year of twelve 30-day months), if any, from its issuance date or from the most recent interest payment date to which interest has been paid or duly provided for.

Section 2.3. Consideration for the Note. Upon execution of the Note, it shall be registered in the name of the Purchaser and shall be delivered in consideration of payment of the Project Costs by or on behalf of the Purchaser. Evidence of payment of Project Costs shall be submitted to the City as such Project Costs are paid by or on behalf of the Purchaser. Prior to each Note Payment Date, evidence of payment of Project Costs submitted to the City shall be equal to or greater than the aggregate amount of principal and interest payments made on the Note.

Upon the third anniversary of the date of delivery of the Note to the Purchaser, if evidence of payment of total Project Costs submitted to the City is less than the original principal amount of the Note issued pursuant to this resolution, the principal amount of the Note shall be reduced so that the original principal amount of the Note issued pursuant to this Resolution is equal to the total Project Costs, and the

Cumulative Outstanding Principal Amount of the Note reflected on the Note Register shall be reduced accordingly at such time. In the event of a delay in completion of the Project or payment of Project Costs, the City Administrator may extend such three-year deadline for delivery of evidence of payment of Project Costs in the discretion of the City Administrator. No notation, replacement or reissuance of the Note shall be necessary in the event of a reduction in principal amount of the Note under the provisions of this Section 2.3.

The records maintained by the Clerk shall be the official records of the Cumulative Outstanding Principal Amount for the Note for all purposes.

Section 2.4. Method and Place of Payment of Note. The principal of and interest on the Note shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America.

Interest on the Cumulative Outstanding Principal Amount of the Note from the date of original issue or the most recent Payment Date to which interest has been paid or duly provided for on the Note, is payable on each Payment Date until the principal of the Note has been paid, whether at maturity or upon earlier redemption; provided, however, if any interest on the Note is in default, the Note shall bear interest from the date to which interest has been paid.

The principal and interest payable on the Note on any Note Payment Date shall be paid to the Registered Owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest (a) by check or draft mailed to such Registered Owner, or (b) by electronic transfer to such Registered Owner upon written notice given to the Agency by such Registered Owner not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. Such electronic transfer notice shall be effective until such Registered Owner gives the Agency written notice to the contrary.

Section 2.5. Registration, Transfer and Exchange of Note. The Agency covenants that it will, so long as the Note remains outstanding, cause to be kept at the office of the City books for the registration, transfer and exchange of the Note as herein provided. The Note when issued shall be registered in the name of the Registered Owner thereof on the Note Register.

The Note may be transferred and exchanged only upon the Note Register as provided in this Section. The Note is transferable only as permitted by the Agency in writing, and only upon the execution by such transferee of an investment letter substantially in a form approved by the Agency.

The Agency may deem and treat the person in whose name any Note is registered as the absolute owner of such Note, whether the Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on said Note and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and the Agency shall not be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Agency, the Note Register may be inspected and copied by any Registered Owner (or a designated representative thereof).

Section 2.6. Execution, Authentication and Delivery of the Note. Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers. The Chair and Secretary of the Agency are hereby authorized and directed to prepare and execute the Note. The Agency shall deliver the Note to the Purchaser upon satisfaction of conditions considered necessary and appropriate by the City Administrator and Chair.

Section 2.7. Mutilated, Destroyed, Lost and Stolen Note. If (a) any mutilated Note is surrendered to the Agency, or the Agency receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the Agency such security or indemnity as may be required to save the Agency harmless, then, in the absence of notice to the Agency that such Note has been acquired by a bona fide purchaser, the Agency shall execute, register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Agency in its discretion may, instead of issuing a new Note, pay such Note when due.

Upon the issuance of any new Note under this Section, the Agency may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Agency) connected therewith.

Every new Note issued pursuant to this Section shall constitute a replacement of the prior obligation of the Agency, and shall be entitled to all the benefits of this Resolution equally and ratably with all other outstanding Note.

Section 2.8. Sale of Note. The Sale of the Note to the Purchaser at a purchase price of 100% of the principal amount of the Note, in consideration for the Redeveloper paying Project Costs in an amount equal to or greater than the principal amount of the Note, is hereby ratified and confirmed. Delivery of the Note shall be made to the Purchaser as soon as practicable after the adoption of this Resolution, upon payment therefor in accordance with such terms of sale and satisfaction of conditions considered necessary and appropriate by the City Administrator and Chair.

Section 2.9. Redemption of Note. The Note is subject to redemption at the option of the Agency prior to the maturity thereof at any time as a whole or in part from time to time in such principal amount as the Agency shall determine, at a redemption price equal to 100% of the principal amount then being redeemed plus accrued interest thereon to the date fixed for redemption.

Section 2.10. Determination of Outstanding Principal Amount of Note. Notwithstanding the amount indicated on the face of the Note, the Cumulative Outstanding Principal Amount of the Note shall be determined and maintained by the Clerk. The Clerk shall make such notations in the Note Register as are required to reflect any redemptions of the Note from time to time. The Redeveloper may examine the books of registry maintained by the Clerk upon request, and the Clerk shall grant such request as soon as reasonably practicable.

ARTICLE III

TERMS AND PAYMENT

Section 3.1. Terms and Payment. The Note shall be issued substantially in the form set forth in **Exhibit A**. The Note shall be dated the date of its initial issuance and delivery, shall become due and shall bear interest as set forth below and on the face of the Note.

On each Note Payment Date, an amount equal to all amounts then on deposit in the TIF Revenue Fund shall be due and payable, first to interest due and the remainder to principal. To the extent amounts in the TIF Revenue Fund are insufficient to pay all of the principal of or interest on the TIF Indebtedness prior to or on the final Note Payment Date, such deficiency shall be borne entirely by the Registered Owner of the Note and Redeveloper without recourse of any kind to the Agency or the City.

The Agency may prepay all or any portion of the Note at any time and from time to time without premium or penalty of any kind.

ARTICLE IV

SECURITY FOR THE NOTE

Section 4.1. Security for the Note. The Note shall be a limited, special obligation of the Agency payable solely from and secured as to the payment of principal and interest, subject to the provisions of **Section 4.2**, by a pledge of the TIF Revenues and moneys in the Project Fund and no other moneys, revenues, funds or accounts. The taxing power of the Agency and the City are not pledged to the payment of the Note either as to principal or interest. The Note shall not constitute a general obligation of the Agency or the City, nor shall it constitute an indebtedness of the Agency or the City within the meaning of any constitutional or statutory provision, limitation or restriction. Payment of principal and interest on the Note shall be subject to reduction as described in Section 2.3 of this Resolution.

Section 4.2. Pledge of Certain Funds. The moneys and securities now or hereafter held in, and moneys and securities to be deposited in the TIF Revenue Fund and the Project Fund, and all interest and earnings thereon and proceeds thereof are hereby pledged to secure the payment of the Note. When the Note has been paid in full and discharged, then the requirements contained in this Resolution and the pledge of revenues made hereunder and all other rights granted hereby shall terminate.

Section 4.3. No Recourse. Notwithstanding any other provisions of this Resolution, neither the Registered Owner of the Note nor the Redeveloper shall have any recourse of any kind against the Agency or the City in the event of that the TIF Revenues are insufficient to pay the principal of or interest on the Note for any reason whatsoever.

ARTICLE V

CREATION OF FUNDS AND ACCOUNTS; DEPOSIT AND APPLICATION OF NOTE PROCEEDS

Section 5.1. Creation of Funds and Accounts. There are hereby created and ordered to be established within the treasury of the City the following separate funds and accounts:

- (a) City of La Vista, Nebraska, La Vista City Centre Hotel Project TIF Revenue Fund 2025 (the “**TIF Revenue Fund**”).
- (b) City of La Vista, Nebraska, La Vista City Centre Hotel Project Fund 2025 (the “**Project Fund**”).

Such funds and accounts shall be segregated and kept separate and apart from all other moneys, revenues, funds and accounts of the City. The TIF Revenue Fund and the Project Fund shall be maintained and administered in the manner provided in this Resolution so long as the Note remains outstanding hereunder.

Section 5.2. Deposit of Note Proceeds. Any cash or monies received in exchange for the sale and delivery of the Note shall be deposited in the Project Fund.

Section 5.3. Application of Moneys in the Project Fund. Moneys in the Project Fund shall be used solely for the purpose of paying the Project Costs and the costs and expenses incident to the issuance of the Note.

ARTICLE VI

DIVISION OF TAXES AND APPLICATION OF REVENUES

Section 6.1 Division of Taxes. The effective date for the division of taxes with respect to the Project Area is hereby determined to be January 1, 2026, with taxes to be divided for a period of fifteen (15) years from and after such effective date. Notwithstanding the foregoing, the Mayor and City Administrator may agree with the Redeveloper to delay the effective date to January 1, 2027, upon request of Redeveloper.

Section 6.2. TIF Revenue Fund. The moneys in the TIF Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in this Resolution. The TIF Revenues shall be determined and collected in the manner provided by law.

All amounts paid and credited to the TIF Revenue Fund shall be expended and used for the sole purpose of paying costs of issuance of the Agency and City and then paying the principal of and interest on the Note as and when the same become due on each Note Payment Date or as otherwise provided in **Section 3.1**.

ARTICLE VII

DEPOSIT AND INVESTMENT OF MONEYS

Section 7.1. Deposit of Moneys. Moneys in each of the funds and accounts created by and referred to in this Resolution and held by the Agency or the City shall be continuously and adequately secured as provided by the laws of the State and invested only in Permitted Investments.

Section 7.2. Investment of Moneys. All earnings on any investments held in any fund shall accrue to and become a part of such fund.

ARTICLE VIII

ADDITIONAL NOTE

Section 8.1. Additional Note. The Agency covenants and agrees that so long as the Note remains outstanding, the Agency will not issue any additional bonds, notes or debt payable from the TIF Revenue Fund or the Project Fund or any part thereof without the prior written consent of the Registered Owner.

ARTICLE IX

DEFAULT AND REMEDIES

Section 9.1. Acceleration of Maturity Upon Default. The Agency covenants and agrees that if it defaults in the payment of the principal of or interest on the Note as the same becomes due on any Note Payment Date, then, at any time thereafter and while such default continues, the Registered Owner may by written notice to the Agency filed in the office of the Clerk or delivered in person to said Clerk, declare the principal of the Note then outstanding to be due and payable immediately, and upon any such declaration the Note shall become and be immediately due and payable, anything in this Resolution or in the Note contained to the contrary notwithstanding. This provision, however, is subject to the condition that if at any time after the principal of said outstanding Note has been so declared to be due and payable, all arrears of interest upon all of said Note, except interest accrued but not yet due on such Note, and all arrears of principal upon all of said Note has been paid in full and all other defaults, if any, by the Agency under the provisions of this Resolution and under the provisions of the statutes of the State of Nebraska have been cured, then and in every such case the Registered Owner shall, rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent default or impair any rights consequent thereon. Notwithstanding the foregoing, failure by the Agency to pay any amounts due as principal or interest on any Note Payment Date that are in excess of the amounts available therefor in the TIF Revenue Fund shall not be deemed a default.

Section 9.2. Remedies. The provisions of this Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Agency and the Registered Owner. Subject to the limitations set forth in **Section 9.3**, the Registered Owner shall have the following rights:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of the Registered Owner against the Agency and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Resolution or by the constitution and laws of the State of Nebraska;

(b) by suit, action or other proceedings in equity or at law to require the Agency, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owner.

Section 9.3. Remedies Cumulative. No remedy conferred herein upon the Registered Owner is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of the Registered Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owner by this Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. In case any suit, action or proceedings taken by the Registered Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to the Registered Owner, then, and in every such case, the Agency and the Registered Owner shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Registered Owner shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 10.1. Amendments. The rights and duties of the Agency and the Registered Owner, and the terms and provisions of the Note or of this Resolution, may be amended or modified at any time in any respect by Resolution of the Agency with the written consent of the Registered Owner, such consent to be evidenced by an instrument or instruments executed by the Registered Owner and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument shall be filed with the Clerk.

Without notice to or the consent of the Registered Owner, the Agency may amend or supplement this Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Registered Owner.

Every amendment or modification of the provisions of the Note or of this Resolution, to which the consent of the Registered Owner is given, as above provided, shall be expressed in a Resolution adopted by the governing body of the Agency amending or supplementing the provisions of this Resolution and shall be deemed to be a part of this Resolution. A certified copy of every such amendatory or supplemental Resolution, if any, and a certified copy of this Resolution shall always be kept on file in the office of the Clerk and shall be made available for inspection by the Registered Owner or a prospective purchaser or owner of the Note authorized by this Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental Resolution or of this Resolution will be sent by the Clerk to any such Registered Owner or prospective Registered Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the Resolution of the Agency, duly certified, as well as proof of any required consent to such modification by the Registered Owner. It shall not be necessary to note on any outstanding Note any reference to such amendment or modification.

Section 10.2. Payments Due on Days Other Than Business Days. In any case where the date of maturity of principal of or interest on the Note or the date fixed for prepayment of any Note is not a Business Day, then payment of principal or interest need not be made on such date but may be made on the first succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for prepayment, with no adjustment in accrued interest for the period between such prepayment date and such first succeeding Business Day.

Section 10.3. Notices, Consents and Other Instruments by Registered Owner. Any notice, consent, request, direction, approval, objection or other instrument required by this Resolution to be signed and executed by the Registered Owner other than the assignment of the Ownership of the Note, may be in any number of concurrent writings of similar tenor and may be signed or executed by such Registered Owner in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of the Note, if made in the following manner, shall be sufficient for any of the purposes of this Resolution, and shall be conclusive in favor of the Agency with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of the Note, the amount or amounts, numbers and other identification of the Note, and the date of holding the same shall be proved by the Note Register.

Section 10.4. 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 10.5. Severability. If any section or other part of this Resolution or the Note is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Resolution.

Section 10.6. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 10.7. Effective Date. This Resolution shall take effect and be in full force from and after its passage by the governing body of the Agency.

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PASSED AND APPROVED THIS 7th DAY OF JANUARY 2025, BY THE MAYOR
AND COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ACTING AS THE COMMUNITY
DEVELOPMENT AGENCY

(Seal)

ATTEST:

Chair

Secretary

EXHIBIT A

[FORM OF NOTE]

This Note may be transferred only to a bank, other financial institution or accredited investors (as defined in Rule 501 of Regulation D of the Securities Act of 1933).

Registered
No. 1

Registered
\$2,640,035
(subject to reduction as described herein)

UNITED STATES OF AMERICA
STATE OF NEBRASKA

CITY OF LA VISTA, NEBRASKA
ACTING AS THE
COMMUNITY DEVELOPMENT AGENCY

TAX INCREMENT REVENUE NOTE
(LA VISTA CITY CENTRE HOTEL PROJECT)
SERIES 2025

Interest Rate

Maturity Date

Issue Date

____ %

As Provided Herein

_____, 2025

REGISTERED OWNER: CITY CENTRE HOTEL, LLC

PRINCIPAL AMOUNT: SEE SCHEDULE 1 ATTACHED HERETO

All capitalized terms used in this Note and not otherwise defined herein shall have the meanings set forth for such terms in the resolution authorizing the issuance of this Note adopted by the Agency on January 7, 2025 (the "Resolution").

The COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF LA VISTA, NEBRASKA, a municipal corporation and political subdivision of the State of Nebraska (the "Agency"), acting as a community development agency pursuant to the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, for value received, hereby promises to pay, but solely from certain specified tax revenues and other funds hereinafter specified, to the Registered Owner named above, or registered assigns, on December 15, 2041, if the Effective Date remains January 1, 2026, or on December 15, 2042, if the Effective Date is changed to January 1, 2027, (the "Maturity Date") (or earlier as hereinafter referred to), the Principal Amount, without need for presentation or surrender, at the office of the registrar and paying agent herefor, the Clerk of the City of La Vista, Nebraska (the "Registrar"), and in like manner to pay interest on the outstanding principal amount at the Rate of Interest stated above, calculated on the basis of a 360-day year consisting of twelve, 30-day months, from the Date of Original Issue stated above, or the most recent interest payment date to which interest has been paid or duly provided for, as specified below, to maturity or earlier redemption, payable annually ~~on semiannually on June 15 and~~ December 15 of each year until payment in full of such Principal Amount, beginning the second ~~December~~June 15th after the Effective Date, by check or draft mailed to

the Registered Owner hereof as shown on the bond registration books maintained by the City Clerk on the 15th day of the month preceding the month in which the applicable interest payment date occurs, at such Owner's address as it appears on such bond registration books. The principal of this Bond and the interest hereon are payable in any coin or currency which on the respective dates of payment thereof is legal tender for the payment of debts due the United States of America.

Interest shall be due and payable on June 15 and December 15 of each year, beginning on the second ~~December~~June 15th after the Effective Date, and ending on the final maturity hereof. Payments are to be applied first to interest due and the remainder to principal. The principal and interest payable on this Note on any payment date shall be paid to the person in whose name this Note is registered at the close of business on the 15th day (whether or not a business day) of the calendar month first preceding such payment date (a) by check or draft mailed by the Agency to such Registered Owner, or (b) by electronic transfer to such registered owner upon written notice given to the Agency by such Registered Owner not less than 15 days prior to such record date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account number to which such registered owner wishes to have such transfer directed. The principal of and interest on this Note shall be payable in lawful money of the United States of America.

This Note is a duly authorized Note of the Agency designated "Tax Increment Revenue Note (La Vista City Centre Hotel Project), Series 2025." The Note is being issued for the purpose of paying a portion of the Project Costs in connection with the Project that is the subject of the Redevelopment Agreement between the City and La Vista City Centre, LLC, and paying costs related to the issuance of the Note, under the authority of and in full compliance with the constitution and laws of the State of Nebraska, including particularly the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended, and pursuant to the Resolution. This Note has been issued by the Agency to aid in financing a redevelopment project, as such term is defined in the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended.

The records maintained by the City Clerk as to the principal amount issued and principal amounts paid on this Bond shall be the official records of the outstanding principal amount of this Note for all purposes. The original stated principal amount of this Note and the Outstanding Principal Amount is subject to reduction as described in **Section 2.3** of the Resolution, and no replacement note need be issued in the event of such reduction.

At its option, the Agency may prepay all or any portion of the Note at any time and from time to time without premium or penalty of any kind. The Note is subject to redemption and payment in accordance with the terms and conditions as set forth in the Resolution.

The Note is a special obligation of the Agency payable solely from and secured as to the payment of principal and interest by a pledge of (a) TIF Revenues deposited in the TIF Revenue Fund, and (b) moneys in the Project Fund, all as more fully provided in the Resolution.

The taxing power of the Agency and the City are not pledged to the payment of the Note either as to principal or interest. The Note shall not constitute a general obligation of the Agency or the City, nor shall it constitute an indebtedness of the Agency or the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction. Reference is made to the Resolution for a description of the covenants and agreements made by the Agency with respect to the collection, segregation and application of the TIF Revenues to pay the Note, the nature and extent of the security for the Note, the rights, duties and obligations of the Agency with respect thereto, and the rights of the Registered Owner thereof.

Reference is hereby made to the Resolution, a copy of which is on file in the office of the City Clerk, and to all of the provisions of which each Owner of this Note by its acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for this Note; the TIF Revenues pledged to the payment of the principal of and interest on this Note; the nature and extent and manner of enforcement of the pledge; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Owner of this Note; the rights, duties and obligations of the Agency, the City and the Registrar thereunder; the terms and provisions upon which the liens, pledges, charges, trusts and covenants made therein may be discharged at or prior to the maturity or redemption of this Note, and this Note thereafter no longer be secured by the Resolution.

This Note is subject to redemption prior to maturity, at the option of the Agency, in whole or in part at any time at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest on such principal amount to the date fixed for redemption. Reference is hereby made to the Resolution for a description of the redemption procedures and the notice requirements pertaining thereto.

This Note may be transferred and exchanged only upon the Note Register as provided in the Resolution. This Note is transferable only to banks, other financial institutions or accredited investors (as defined in Rule 501 of Regulation D of the Securities Act of 1933) and only upon the execution by such transferee of an investment letter substantially in the form attached to the Resolution. Upon surrender hereof at the principal office of the Agency, the Agency shall transfer or exchange this Note for a new Note of the same maturity and in the same principal amount as the principal amount outstanding on this Note at such time. The Agency may deem and treat the person in whose name this Note is registered on the Note Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Agency.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Note have existed, happened and been performed in due time, form and manner as required by law, and that before the issuance of the Note, provision has been duly made for the collection and segregation of the TIF Revenues and for the application of the same as hereinbefore provided.

IN WITNESS WHEREOF, THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF LA VISTA, NEBRASKA, has executed this Note.

**COMMUNITY DEVELOPMENT AGENCY OF
THE CITY OF LA VISTA, NEBRASKA**

This Note is the Note of the issue described in the within-mentioned Resolution.

By: _____
Chair

Registration Date: _____, 2025

ATTEST:
By: _____
Secretary

ASSIGNMENT

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

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

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

Dated: _____

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

Signature Guaranteed By:

[Name of Eligible Guarantor Institution (as defined by SEC Rule 17Ad-15 (12 CFR 240.17Ad-15) or any similar rule which the City deems appropriate)]

By _____
Title: _____

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EXHIBIT B-1

BOUNDARY DESCRIPTION OF THE PROJECT AREA

The Project Area shall include all real property that is (1) within the boundaries described as follows and (2) also situated within the corporate limits of the City, and no other real property:

Lot 1, La Vista City Centre Replat Six, in the City of La Vista, Sarpy County, Nebraska

EXHIBIT B-2

DESCRIPTION OF PROJECT COSTS

All eligible costs payable from the proceeds of TIF Indebtedness pursuant to the Act including, without limitation, the following:

<u>Description</u>	<u>Estimated Costs</u>
Land and Structures	\$3,485,000
Public Improvements (Sidewalks, landscape, street furniture)	165,550
Site Utilities	181,116
TIF Capitalized Interest	175,535
Contractor Fee	1,105,920
Contingency	1,400,000
Design – Architecture and Engineering	415,000
Developer Fee	1,200,000
Other costs as allowed under the Act	

RESOLUTION NO. _____

OF THE

LA VISTA COMMUNITY DEVELOPMENT AGENCY

ADOPTED JANUARY __, 2025

**\$2,640,035
TAX INCREMENT REVENUE NOTE
(LA VISTA CITY CENTRE HOTEL PROJECT)
SERIES 2025**

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ISSUANCE OF A TAX INCREMENT REVENUE NOTE (LA VISTA CITY CENTRE HOTEL PROJECT), SERIES 2025, OF THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, FOR THE PURPOSE OF PAYING CERTAIN PROJECT COSTS IN CONNECTION WITH A REDEVELOPMENT PROJECT; PRESCRIBING THE FORM AND DETAILS OF SUCH NOTE AND THE COVENANTS AND AGREEMENTS MADE BY THE AGENCY TO FACILITATE AND PROTECT THE PAYMENT THEREOF; 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 Act prescribes the requirements and procedures for the planning and implementation of redevelopment projects;

WHEREAS, pursuant to the Act and upon the recommendation of the Planning Commission, the Redevelopment Area was previously declared to be blighted and substandard and in need of redevelopment pursuant to the Act;

WHEREAS, the Council previously adopted and the City has in place a comprehensive plan, which includes a general plan for development of the City within the meaning of Section 18-2110 of the Act;

WHEREAS, pursuant to the Act and upon the recommendation of the Agency and of the Planning Commission, the City Council approved the Redevelopment Plan for the Redevelopment Area, as amended by Amendment Nos. 1 through 4, and including a multi-year mixed use redevelopment project (the “**Mixed Use Redevelopment Project**”) and related tax increment financing pursuant to Neb. Rev. Stat. Section 18-2147 to be developed in phases in the vicinity of 84th Street and Brentwood Boulevard;

WHEREAS, pursuant to the Act the Agency approved the Redevelopment Agreement, as amended, for the Mixed Use Redevelopment Project between the Agency and La Vista City Centre, LLC, a Nebraska limited liability company, and its affiliates, (together, the “**ReDeveloper**”) and authorized the ReDeveloper to undertake all phases of the Mixed Use Redevelopment Project, including the Project (hereinafter defined), and related tax increment financing within the Project Area (hereinafter defined) in accordance with the Act;

WHEREAS, the Redevelopment Plan and Agreement provide, among other things, that the Agency will issue debt to be secured by moneys in the TIF Revenue Fund for the purpose of paying a portion of the Project Costs (hereinafter defined) for the Project;

WHEREAS, in connection with commencement of an additional phase of the Mixed Use Redevelopment Project, the Agency adopted Resolution No. 25-008 on January 7, 2025, (the “**Prior Resolution**”) wherein the Agency determined it necessary, desirable, advisable, and in the best interest of the Agency to issue the Community Redevelopment Tax Increment Revenue Note (La Vista City Centre

Hotel Project), Series 2025 (the “**Note**”), in the principal amount of \$2,640,035 to pay a portion of the Project Costs, to pay the costs of issuing the Note, and to be issued and secured in the form and manner as provided in the Prior Resolution; and

WHEREAS, the Note has not yet been issued or delivered, and Redeveloper has requested clarification to the Prior Resolution to provide that the Note be paid semiannually on June 15 and December 15 of each year, and that the maximum permitted interest rate on the Note be adjusted to 7% instead of 6%, and the Agency hereby determines it necessary, desirable, advisable, and in the best interest of the Agency to adopt this resolution to amend and replace the Prior Resolution in its entirety.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ACTING AS THE COMMUNITY DEVELOPMENT AGENCY, THAT RESOLUTION NO. 25-008 OF THE AGENCY, ADOPTED ON JANUARY 7, 2025, IS HEREBY AMENDED AND REPLACED IN ITS ENTIRETY AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to words and terms defined elsewhere in this Resolution, the following capitalized words and terms as used in this Resolution shall have the following meanings:

“**Act**” means the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended.

“**Agency**” means the Community Development Agency of the City of La Vista, Nebraska.

“**Business Day**” means a day on which the banking institutions in the City are scheduled in the normal course of operations to be open to the public.

“**Chair**” means the Chair of the Community Development Agency of the City of La Vista, Nebraska. The Chair shall be the Mayor of the City of La Vista unless otherwise designated by the governing body of the Agency.

“**City Administrator**” means the Administrator of the City, the interim or acting Administrator of the City, or the Administrator’s designee.

“**City**” means the City of La Vista, Nebraska.

“**Clerk**” means the Clerk of the City of La Vista, Nebraska.

“**Code**” means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

“**Council**” means Council of the City of La Vista, Nebraska.

“**County**” means The County of Sarpy, in the State of Nebraska.

“Cumulative Outstanding Principal Amount” means the aggregate principal amount of the Note issued and outstanding from time to time in accordance with the provisions of this Resolution, as reflected in the Note Register as provided in this Resolution.

“Date of Original Issue” means the date the Note is initially issued and delivered to the Purchaser.

“Effective Date” means the date determined pursuant to **Section 6.1** hereof.

“Government Obligations” means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

“Mayor” means Mayor of the City.

“Note” means the Community Redevelopment Tax Increment Revenue Note (La Vista City Centre Hotel Project), Series 2025, in an aggregate principal amount of \$2,640,035 authorized and issued pursuant to this Resolution.

“Note Payment Date” means June 15 and December 15 of each year, beginning on the second June 15th after the Effective Date (which Note Payment Date is currently anticipated to be June 15, 2027, if the Effective Date remains January 1, 2026), (or such other periodic payment date or dates as may be approved and incorporated in the Note when issued, but not more frequently than semiannual payments) and ending after fifteen December 15th Note Payment Dates (currently anticipated to be December 15, 2041, if the Effective Date remains January 1, 2026).

“Note Register” means the books for the registration, transfer and exchange of the Note kept at the office of the City.

“Permitted Investments” means any of the following securities and obligations, if and to the extent the same are at the time legal for investment of the City's moneys held in the funds and accounts referred to in **Section 5.1** hereof:

(a) United States Government Obligations;

(b) bonds, notes or other obligations of the State of Nebraska, or any political subdivision of the State of Nebraska, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;

(c) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States or any state, that are continuously and fully secured by any one or more of the securities described in clause (a) or (b) above and have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the City;

(d) obligations of the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks and Farmers Home Administration;

(e) certificates of deposit, time deposits or other deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a), (b) or (d) above, which shall have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificate of deposit or time deposits; and

(f) any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State of Nebraska.

“Planning Commission” means the Planning Commission of the City.

“Project” means that portion of the Mixed Use Redevelopment Project for Lot 1, La Vista City Centre Replat Six, and the improvements identified in **Exhibit B-2**, which shall be and is hereby determined to be a separate redevelopment project under the Act.

“Project Area” means that portion of the Redevelopment Area described on **Exhibit B-1**.

“Project Costs” means the costs attributable to the Project and to work on any “redevelopment project,” as defined in the Act, that may be paid through TIF Revenues and which the Agency has agreed to pay under the Redevelopment Agreement with respect to the Project and such other costs allowed under the Redevelopment Plan and the Redevelopment Agreement, including those identified in **Exhibit B-2**.

“Project Fund” means the fund by that name described in **Section 5.1** hereof.

“Purchaser” means the Redeveloper or such other party approved by the Chair of the Agency, as the original purchaser of the Note.

“Record Date” for the interest payable on any Note Payment Date means the 15th day (whether or not a Business Day) of the calendar month first preceding such Note Payment Date.

“Redeveloper” means La Vista City Centre LLC, a Nebraska limited liability company, and its assignee with respect to the Project, City Centre Hotel, LLC, a Nebraska limited liability company.

“Redevelopment Area” means the 84th Street Redevelopment Area which the governing body of the City has found to be blighted and substandard pursuant to the Act.

“Redevelopment Agreement” means the Redevelopment Agreement, as amended, between the Agency and La Vista City Centre LLC, a Nebraska limited liability company, and City Centre Hotel, LLC as assignee of La Vista City Centre, LLC with respect to the Project Area.

“Redevelopment Plan” means the redevelopment plan approved by the City for the Redevelopment Area, as amended by Amendment Nos. 1 through 4.

“Registered Owner” or **“Note Owner”** when used with respect to any Note means the person in whose name such Note is registered on the Note Register.

“Resolution” means this Resolution as from time to time amended in accordance with the terms hereof.

“Secretary” means the Secretary of the Agency. The Secretary shall be the City Clerk of La Vista unless otherwise designated by the Agency governing body.

“State” means the State of Nebraska.

“TIF Revenue Fund” means the fund by that name described by **Section 5.1** hereof.

“TIF Revenues” means the moneys received from the County attributable to the increase in the current equalized assessed valuation of taxable real property in the Project Area over and above the initial equalized assessed value of each such unit of property in the Project Area, all as determined in accordance with the Redevelopment Plan and the Act as in effect on the date the Note is issued.

ARTICLE II

AUTHORIZATION OF NOTE

Section 2.1. Authorization of Note. There is hereby authorized and directed to be issued a Note of the Agency, designated “Community Redevelopment Tax Increment Revenue Note (La Vista City Centre Hotel Project) Series 2025,” in the principal amount of \$2,640,035, for the purpose of paying a portion of the Project Costs, and paying the costs of issuance of the Note.

Section 2.2. Description of the Note. The Note shall be substantially in the form set forth in **Exhibit A** hereto, and shall be subject to registration, transfer and exchange as provided in **Section 2.4** hereof. The Note shall be dated the date of its initial issuance and delivery, shall mature on the final Note Payment Date (subject to prior prepayment as provided in **Article III**), and shall bear interest at the rate of 7.0% per annum, or such other rate of interest approved by the City Administrator or Chair.

The Note shall bear interest (computed on the basis of a 360-day year of twelve 30-day months), if any, from its issuance date or from the most recent interest payment date to which interest has been paid or duly provided for.

Section 2.3. Consideration for the Note. Upon execution of the Note, it shall be registered in the name of the Purchaser and shall be delivered in consideration of payment of the Project Costs by or on behalf of the Purchaser. Evidence of payment of Project Costs shall be submitted to the City as such Project Costs are paid by or on behalf of the Purchaser. Prior to each Note Payment Date, evidence of payment of Project Costs submitted to the City shall be equal to or greater than the aggregate amount of principal and interest payments made on the Note.

Upon the third anniversary of the date of delivery of the Note to the Purchaser, if evidence of payment of total Project Costs submitted to the City is less than the original principal amount of the Note issued pursuant to this resolution, the principal amount of the Note shall be reduced so that the original principal amount of the Note issued pursuant to this Resolution is equal to the total Project Costs, and the Cumulative Outstanding Principal Amount of the Note reflected on the Note Register shall be reduced accordingly at such time. In the event of a delay in completion of the Project or payment of Project Costs, the City Administrator may extend such three-year deadline for delivery of evidence of payment of

Project Costs in the discretion of the City Administrator. No notation, replacement or reissuance of the Note shall be necessary in the event of a reduction in principal amount of the Note under the provisions of this Section 2.3.

The records maintained by the Clerk shall be the official records of the Cumulative Outstanding Principal Amount for the Note for all purposes.

Section 2.4. Method and Place of Payment of Note. The principal of and interest on the Note shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America.

Interest on the Cumulative Outstanding Principal Amount of the Note from the date of original issue or the most recent Payment Date to which interest has been paid or duly provided for on the Note, is payable on each Payment Date until the principal of the Note has been paid, whether at maturity or upon earlier redemption; provided, however, if any interest on the Note is in default, the Note shall bear interest from the date to which interest has been paid.

The principal and interest payable on the Note on any Note Payment Date shall be paid to the Registered Owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest (a) by check or draft mailed to such Registered Owner, or (b) by electronic transfer to such Registered Owner upon written notice given to the Agency by such Registered Owner not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. Such electronic transfer notice shall be effective until such Registered Owner gives the Agency written notice to the contrary.

Section 2.5. Registration, Transfer and Exchange of Note. The Agency covenants that it will, so long as the Note remains outstanding, cause to be kept at the office of the City books for the registration, transfer and exchange of the Note as herein provided. The Note when issued shall be registered in the name of the Registered Owner thereof on the Note Register.

The Note may be transferred and exchanged only upon the Note Register as provided in this Section. The Note is transferable only as permitted by the Agency in writing, and only upon the execution by such transferee of an investment letter substantially in a form approved by the Agency.

The Agency may deem and treat the person in whose name any Note is registered as the absolute owner of such Note, whether the Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on said Note and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and the Agency shall not be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Agency, the Note Register may be inspected and copied by any Registered Owner (or a designated representative thereof).

Section 2.6. Execution, Authentication and Delivery of the Note. Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers. The Chair and Secretary of the Agency are hereby authorized and directed to prepare and execute the Note. The Agency

shall deliver the Note to the Purchaser upon satisfaction of conditions considered necessary and appropriate by the City Administrator and Chair.

Section 2.7. Mutilated, Destroyed, Lost and Stolen Note. If (a) any mutilated Note is surrendered to the Agency, or the Agency receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the Agency such security or indemnity as may be required to save the Agency harmless, then, in the absence of notice to the Agency that such Note has been acquired by a bona fide purchaser, the Agency shall execute, register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Agency in its discretion may, instead of issuing a new Note, pay such Note when due.

Upon the issuance of any new Note under this Section, the Agency may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Agency) connected therewith.

Every new Note issued pursuant to this Section shall constitute a replacement of the prior obligation of the Agency, and shall be entitled to all the benefits of this Resolution equally and ratably with all other outstanding Note.

Section 2.8. Sale of Note. The Sale of the Note to the Purchaser at a purchase price of 100% of the principal amount of the Note, in consideration for the Redeveloper paying Project Costs in an amount equal to or greater than the principal amount of the Note, is hereby ratified and confirmed. Delivery of the Note shall be made to the Purchaser as soon as practicable after the adoption of this Resolution, upon payment therefor in accordance with such terms of sale and satisfaction of conditions considered necessary and appropriate by the City Administrator and Chair.

Section 2.9. Redemption of Note. The Note is subject to redemption at the option of the Agency prior to the maturity thereof at any time as a whole or in part from time to time in such principal amount as the Agency shall determine, at a redemption price equal to 100% of the principal amount then being redeemed plus accrued interest thereon to the date fixed for redemption.

Section 2.10. Determination of Outstanding Principal Amount of Note. Notwithstanding the amount indicated on the face of the Note, the Cumulative Outstanding Principal Amount of the Note shall be determined and maintained by the Clerk. The Clerk shall make such notations in the Note Register as are required to reflect any redemptions of the Note from time to time. The Redeveloper may examine the books of registry maintained by the Clerk upon request, and the Clerk shall grant such request as soon as reasonably practicable.

ARTICLE III

TERMS AND PAYMENT

Section 3.1. Terms and Payment. The Note shall be issued substantially in the form set forth in **Exhibit A**. The Note shall be dated the date of its initial issuance and delivery, shall become due and shall bear interest as set forth below and on the face of the Note.

On each Note Payment Date, an amount equal to all amounts then on deposit in the TIF Revenue Fund shall be due and payable, first to interest due and the remainder to principal. To the extent amounts in the TIF Revenue Fund are insufficient to pay all of the principal of or interest on the TIF Indebtedness prior to or on the final Note Payment Date, such deficiency shall be borne entirely by the Registered Owner of the Note and Redeveloper without recourse of any kind to the Agency or the City.

The Agency may prepay all or any portion of the Note at any time and from time to time without premium or penalty of any kind.

ARTICLE IV

SECURITY FOR THE NOTE

Section 4.1. Security for the Note. The Note shall be a limited, special obligation of the Agency payable solely from and secured as to the payment of principal and interest, subject to the provisions of **Section 4.2**, by a pledge of the TIF Revenues and moneys in the Project Fund and no other moneys, revenues, funds or accounts. The taxing power of the Agency and the City are not pledged to the payment of the Note either as to principal or interest. The Note shall not constitute a general obligation of the Agency or the City, nor shall it constitute an indebtedness of the Agency or the City within the meaning of any constitutional or statutory provision, limitation or restriction. Payment of principal and interest on the Note shall be subject to reduction as described in Section 2.3 of this Resolution.

Section 4.2. Pledge of Certain Funds. The moneys and securities now or hereafter held in, and moneys and securities to be deposited in the TIF Revenue Fund and the Project Fund, and all interest and earnings thereon and proceeds thereof are hereby pledged to secure the payment of the Note. When the Note has been paid in full and discharged, then the requirements contained in this Resolution and the pledge of revenues made hereunder and all other rights granted hereby shall terminate.

Section 4.3. No Recourse. Notwithstanding any other provisions of this Resolution, neither the Registered Owner of the Note nor the Redeveloper shall have any recourse of any kind against the Agency or the City in the event of that the TIF Revenues are insufficient to pay the principal of or interest on the Note for any reason whatsoever.

ARTICLE V

CREATION OF FUNDS AND ACCOUNTS; DEPOSIT AND APPLICATION OF NOTE PROCEEDS

Section 5.1. Creation of Funds and Accounts. There are hereby created and ordered to be established within the treasury of the City the following separate funds and accounts:

(a) City of La Vista, Nebraska, La Vista City Centre Hotel Project TIF Revenue Fund 2025 (the “**TIF Revenue Fund**”).

(b) City of La Vista, Nebraska, La Vista City Centre Hotel Project Fund 2025 (the “**Project Fund**”).

Such funds and accounts shall be segregated and kept separate and apart from all other moneys, revenues, funds and accounts of the City. The TIF Revenue Fund and the Project Fund shall be maintained and administered in the manner provided in this Resolution so long as the Note remains outstanding hereunder.

Section 5.2. Deposit of Note Proceeds. Any cash or monies received in exchange for the sale and delivery of the Note shall be deposited in the Project Fund.

Section 5.3. Application of Moneys in the Project Fund. Moneys in the Project Fund shall be used solely for the purpose of paying the Project Costs and the costs and expenses incident to the issuance of the Note.

ARTICLE VI

DIVISION OF TAXES AND APPLICATION OF REVENUES

Section 6.1 Division of Taxes. The effective date for the division of taxes with respect to the Project Area is hereby determined to be January 1, 2026, with taxes to be divided for a period of fifteen (15) years from and after such effective date. Notwithstanding the foregoing, the Mayor and City Administrator may agree with the Redeveloper to delay the effective date to January 1, 2027, upon request of Redeveloper.

Section 6.2. TIF Revenue Fund. The moneys in the TIF Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in this Resolution. The TIF Revenues shall be determined and collected in the manner provided by law.

All amounts paid and credited to the TIF Revenue Fund shall be expended and used for the sole purpose of paying costs of issuance of the Agency and City and then paying the principal of and interest on the Note as and when the same become due on each Note Payment Date or as otherwise provided in **Section 3.1**.

ARTICLE VII

DEPOSIT AND INVESTMENT OF MONEYS

Section 7.1. Deposit of Moneys. Moneys in each of the funds and accounts created by and referred to in this Resolution and held by the Agency or the City shall be continuously and adequately secured as provided by the laws of the State and invested only in Permitted Investments.

Section 7.2. Investment of Moneys. All earnings on any investments held in any fund shall accrue to and become a part of such fund.

ARTICLE VIII

ADDITIONAL NOTE

Section 8.1. Additional Note. The Agency covenants and agrees that so long as the Note remains outstanding, the Agency will not issue any additional bonds, notes or debt payable from the TIF Revenue Fund or the Project Fund or any part thereof without the prior written consent of the Registered Owner.

ARTICLE IX

DEFAULT AND REMEDIES

Section 9.1. Acceleration of Maturity Upon Default. The Agency covenants and agrees that if it defaults in the payment of the principal of or interest on the Note as the same becomes due on any Note Payment Date, then, at any time thereafter and while such default continues, the Registered Owner may by written notice to the Agency filed in the office of the Clerk or delivered in person to said Clerk, declare the principal of the Note then outstanding to be due and payable immediately, and upon any such declaration the Note shall become and be immediately due and payable, anything in this Resolution or in the Note contained to the contrary notwithstanding. This provision, however, is subject to the condition that if at any time after the principal of said outstanding Note has been so declared to be due and payable, all arrears of interest upon all of said Note, except interest accrued but not yet due on such Note, and all arrears of principal upon all of said Note has been paid in full and all other defaults, if any, by the Agency under the provisions of this Resolution and under the provisions of the statutes of the State of Nebraska have been cured, then and in every such case the Registered Owner shall, rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent default or impair any rights consequent thereon. Notwithstanding the foregoing, failure by the Agency to pay any amounts due as principal or interest on any Note Payment Date that are in excess of the amounts available therefor in the TIF Revenue Fund shall not be deemed a default.

Section 9.2. Remedies. The provisions of this Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Agency and the Registered Owner. Subject to the limitations set forth in **Section 9.3**, the Registered Owner shall have the following rights:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of the Registered Owner against the Agency and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Resolution or by the constitution and laws of the State of Nebraska;

(b) by suit, action or other proceedings in equity or at law to require the Agency, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owner.

Section 9.3. Remedies Cumulative. No remedy conferred herein upon the Registered Owner is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of the Registered Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owner by this Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. In case any suit, action or proceedings taken by the Registered Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to the Registered Owner, then, and in every such case, the Agency and the Registered Owner shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Registered Owner shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 10.1. Amendments. The rights and duties of the Agency and the Registered Owner, and the terms and provisions of the Note or of this Resolution, may be amended or modified at any time in any respect by Resolution of the Agency with the written consent of the Registered Owner, such consent to be evidenced by an instrument or instruments executed by the Registered Owner and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument shall be filed with the Clerk.

Without notice to or the consent of the Registered Owner, the Agency may amend or supplement this Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Registered Owner.

Every amendment or modification of the provisions of the Note or of this Resolution, to which the consent of the Registered Owner is given, as above provided, shall be expressed in a Resolution adopted by the governing body of the Agency amending or supplementing the provisions of this Resolution and shall be deemed to be a part of this Resolution. A certified copy of every such amendatory or supplemental Resolution, if any, and a certified copy of this Resolution shall always be kept on file in the office of the Clerk and shall be made available for inspection by the Registered Owner or a prospective purchaser or owner of the Note authorized by this Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental Resolution or of this Resolution will be sent by the Clerk to any such Registered Owner or prospective Registered Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the Resolution of the Agency, duly certified, as well as proof of any required consent to such modification by the Registered Owner. It shall not be necessary to note on any outstanding Note any reference to such amendment or modification.

Section 10.2. Payments Due on Days Other Than Business Days. In any case where the date of maturity of principal or interest on the Note or the date fixed for prepayment of any Note is not a Business Day, then payment of principal or interest need not be made on such date but may be made on the first succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for prepayment, with no adjustment in accrued interest for the period between such prepayment date and such first succeeding Business Day.

Section 10.3. Notices, Consents and Other Instruments by Registered Owner. Any notice, consent, request, direction, approval, objection or other instrument required by this Resolution to be signed and executed by the Registered Owner other than the assignment of the Ownership of the Note, may be in any number of concurrent writings of similar tenor and may be signed or executed by such Registered Owner in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of the Note, if made in the following manner, shall be sufficient for any of the purposes of this Resolution, and shall be conclusive in favor of the Agency with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of the Note, the amount or amounts, numbers and other identification of the Note, and the date of holding the same shall be proved by the Note Register.

Section 10.4. 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 10.5. Severability. If any section or other part of this Resolution or the Note is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Resolution.

Section 10.6. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 10.7. Effective Date. This Resolution shall take effect and be in full force from and after its passage by the governing body of the Agency.

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**PASSED AND APPROVED THIS ____ DAY OF JANUARY 2025, BY THE MAYOR AND
COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ACTING AS THE COMMUNITY
DEVELOPMENT AGENCY**

(Seal)

ATTEST:

Chair

Secretary

EXHIBIT A

[FORM OF NOTE]

This Note may be transferred only to a bank, other financial institution or accredited investors (as defined in Rule 501 of Regulation D of the Securities Act of 1933).

Registered
No. 1

Registered
\$2,640,035
(subject to reduction as described herein)

UNITED STATES OF AMERICA
STATE OF NEBRASKA

CITY OF LA VISTA, NEBRASKA
ACTING AS THE
COMMUNITY DEVELOPMENT AGENCY

TAX INCREMENT REVENUE NOTE
(LA VISTA CITY CENTRE HOTEL PROJECT)
SERIES 2025

Interest Rate

Maturity Date

Issue Date

___ %

As Provided Herein

_____, 2025

REGISTERED OWNER: CITY CENTRE HOTEL, LLC

PRINCIPAL AMOUNT: SEE SCHEDULE 1 ATTACHED HERETO

All capitalized terms used in this Note and not otherwise defined herein shall have the meanings set forth for such terms in the resolution authorizing the issuance of this Note adopted by the Agency on January __, 2025 (the “Resolution”).

The COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF LA VISTA, NEBRASKA, a municipal corporation and political subdivision of the State of Nebraska (the “Agency”), acting as a community development agency pursuant to the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, for value received, hereby promises to pay, but solely from certain specified tax revenues and other funds hereinafter specified, to the Registered Owner named above, or registered assigns, on December 15, 2041, if the Effective Date remains January 1, 2026, or on December 15, 2042, if the Effective Date is changed to January 1, 2027, (the “Maturity Date”) (or earlier as hereinafter referred to), the Principal Amount, without need for presentation or surrender, at the office of the registrar and paying agent herefor, the Clerk of the City of La Vista, Nebraska (the “Registrar”), and in like manner to pay interest on the outstanding principal amount at the Rate of Interest stated above, calculated on the basis of a 360-day year consisting of twelve, 30-day months, from the Date of Original Issue stated above, or the most recent interest payment date to which interest has been paid or duly provided for, as specified below, to maturity or earlier redemption, payable semiannually on June 15 and December 15 of each year until payment in full of such Principal Amount, beginning the second June 15th after the Effective Date, by check or draft mailed to the Registered Owner

hereof as shown on the bond registration books maintained by the City Clerk on the 15th day of the month preceding the month in which the applicable interest payment date occurs, at such Owner's address as it appears on such bond registration books. The principal of this Bond and the interest hereon are payable in any coin or currency which on the respective dates of payment thereof is legal tender for the payment of debts due the United States of America.

Interest shall be due and payable on June 15 and December 15 of each year, beginning on the second June 15th after the Effective Date, and ending on the final maturity hereof. Payments are to be applied first to interest due and the remainder to principal. The principal and interest payable on this Note on any payment date shall be paid to the person in whose name this Note is registered at the close of business on the 15th day (whether or not a business day) of the calendar month first preceding such payment date (a) by check or draft mailed by the Agency to such Registered Owner, or (b) by electronic transfer to such registered owner upon written notice given to the Agency by such Registered Owner not less than 15 days prior to such record date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account number to which such registered owner wishes to have such transfer directed. The principal of and interest on this Note shall be payable in lawful money of the United States of America.

This Note is a duly authorized Note of the Agency designated "Tax Increment Revenue Note (La Vista City Centre Hotel Project), Series 2025." The Note is being issued for the purpose of paying a portion of the Project Costs in connection with the Project that is the subject of the Redevelopment Agreement between the City and La Vista City Centre, LLC, and paying costs related to the issuance of the Note, under the authority of and in full compliance with the constitution and laws of the State of Nebraska, including particularly the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended, and pursuant to the Resolution. This Note has been issued by the Agency to aid in financing a redevelopment project, as such term is defined in the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended.

The records maintained by the City Clerk as to the principal amount issued and principal amounts paid on this Bond shall be the official records of the outstanding principal amount of this Note for all purposes. The original stated principal amount of this Note and the Outstanding Principal Amount is subject to reduction as described in **Section 2.3** of the Resolution, and no replacement note need be issued in the event of such reduction.

At its option, the Agency may prepay all or any portion of the Note at any time and from time to time without premium or penalty of any kind. The Note is subject to redemption and payment in accordance with the terms and conditions as set forth in the Resolution.

The Note is a special obligation of the Agency payable solely from and secured as to the payment of principal and interest by a pledge of (a) TIF Revenues deposited in the TIF Revenue Fund, and (b) moneys in the Project Fund, all as more fully provided in the Resolution.

The taxing power of the Agency and the City are not pledged to the payment of the Note either as to principal or interest. The Note shall not constitute a general obligation of the Agency or the City, nor shall it constitute an indebtedness of the Agency or the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction. Reference is made to the Resolution for a description of the covenants and agreements made by the Agency with respect to the collection, segregation and application of the TIF Revenues to pay the Note, the nature and extent of the security for the Note, the rights, duties and obligations of the Agency with respect thereto, and the rights of the Registered Owner thereof.

Reference is hereby made to the Resolution, a copy of which is on file in the office of the City Clerk, and to all of the provisions of which each Owner of this Note by its acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for this Note; the TIF Revenues pledged to the payment of the principal of and interest on this Note; the nature and extent and manner of enforcement of the pledge; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Owner of this Note; the rights, duties and obligations of the Agency, the City and the Registrar thereunder; the terms and provisions upon which the liens, pledges, charges, trusts and covenants made therein may be discharged at or prior to the maturity or redemption of this Note, and this Note thereafter no longer be secured by the Resolution.

This Note is subject to redemption prior to maturity, at the option of the Agency, in whole or in part at any time at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest on such principal amount to the date fixed for redemption. Reference is hereby made to the Resolution for a description of the redemption procedures and the notice requirements pertaining thereto.

This Note may be transferred and exchanged only upon the Note Register as provided in the Resolution. This Note is transferable only to banks, other financial institutions or accredited investors (as defined in Rule 501 of Regulation D of the Securities Act of 1933) and only upon the execution by such transferee of an investment letter substantially in the form attached to the Resolution. Upon surrender hereof at the principal office of the Agency, the Agency shall transfer or exchange this Note for a new Note of the same maturity and in the same principal amount as the principal amount outstanding on this Note at such time. The Agency may deem and treat the person in whose name this Note is registered on the Note Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Agency.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Note have existed, happened and been performed in due time, form and manner as required by law, and that before the issuance of the Note, provision has been duly made for the collection and segregation of the TIF Revenues and for the application of the same as hereinbefore provided.

IN WITNESS WHEREOF, THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF LA VISTA, NEBRASKA, has executed this Note.

**COMMUNITY DEVELOPMENT AGENCY OF
THE CITY OF LA VISTA, NEBRASKA**

This Note is the Note of the issue described in the within-mentioned Resolution.

By: _____ Chair

Registration Date: _____, 2025

ATTEST:
By: _____
Secretary

ASSIGNMENT

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

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

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

Dated: _____

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

Signature Guaranteed By:

[Name of Eligible Guarantor Institution (as defined by SEC Rule 17Ad-15 (12 CFR 240.17Ad-15) or any similar rule which the City deems appropriate)]

By _____
Title: _____

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EXHIBIT B-1

BOUNDARY DESCRIPTION OF THE PROJECT AREA

The Project Area shall include all real property that is (1) within the boundaries described as follows and (2) also situated within the corporate limits of the City, and no other real property:

Lot 1, La Vista City Centre Replat Six, in the City of La Vista, Sarpy County, Nebraska

EXHIBIT B-2

DESCRIPTION OF PROJECT COSTS

All eligible costs payable from the proceeds of TIF Indebtedness pursuant to the Act including, without limitation, the following:

<u>Description</u>	<u>Estimated Costs</u>
Land and Structures	\$3,485,000
Public Improvements (Sidewalks, landscape, street furniture)	165,550
Site Utilities	181,116
TIF Capitalized Interest	175,535
Contractor Fee	1,105,920
Contingency	1,400,000
Design – Architecture and Engineering	415,000
Developer Fee	1,200,000
Other costs as allowed under the Act	

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JANUARY 21, 2025 AGENDA

Subject:	Type:	Submitted By:
INTERLOCAL AGREEMENT RENEWAL – LAW ENFORCEMENT TRAINING ACADEMY	◆ RESOLUTION ORDINANCE RECEIVE/FILE	MIKE SCHOFIELD CHIEF OF POLICE

SYNOPSIS

A resolution has been prepared to approve the renewal of the Interlocal Cooperation Agreement with the cities of Bellevue, Papillion, Douglas County, Sarpy County and Metropolitan Community College (MCC) for the law enforcement training academy.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

Since the creation of a joint Sarpy-Douglas Law Enforcement Academy (SDLEA) in April 2017, recruits have been trained in the metro area by personnel from the five agencies. In 2023, classroom space was made available at MCC La Vista campus, where the SDLEA is located today. Other necessary venues, such as a driving track and firearms training sites, are also utilized.

An advisory board comprised of the chief law enforcement officer for each of the six (6) participating agencies makes recommendations on the day-to-day operations of the SDLEA.

The previous Interlocal agreement expired on September 30, 2024. The SDLEA Advisory Board voted unanimously to continue the agreement for a period of one year, with the academy staying at the MCC La Vista campus. La Vista will remain the fiscal administrator for the SDLEA, as it has been since the inception, and Director Wagner will continue to report to the La Vista Chief of Police.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE RENEWAL OF THE INTERLOCAL COOPERATION AGREEMENT WITH BELLEVUE, PAPILLION, DOUGLAS COUNTY, SARPY COUNTY AND METROPOLITAN COMMUNITY COLLEGE FOR THE LAW ENFORCEMENT TRAINING ACADEMY.

WHEREAS, the cities of La Vista, Sarpy County, Nebraska; Bellevue, Sarpy County, Nebraska; Papillion, Sarpy County, Nebraska; and Sarpy County, Nebraska, Douglas County, Nebraska and Metropolitan Community College on behalf of the law enforcement agency of each Party; herein collectively referred to as "Participating Agencies" or "Agencies", wish to improve and otherwise provide for the training of law enforcement officers of each of the Participating Agencies by renewing the interlocal cooperation agreement for the law enforcement training academy; and,

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

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

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

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

WHEREAS, the Participants desire to enter into an Interlocal Cooperation Agreement and have agreed to the terms setting forth the rights and responsibilities of the Participating Agencies in renewing the interlocal cooperation agreement for the law enforcement training academy.

NOW THEREFORE BE IT RESOLVED that the City Council of La Vista, Nebraska, hereby authorize the execution of an Interlocal Cooperation Agreement renewal with Bellevue, Papillion, Douglas County, Sarpy County and Metropolitan Community College for the law enforcement training academy.

BE IT FURTHER RESOLVED that the City of La Vista has been designated as the Fiscal Agent.

PASSED AND APPROVED THIS 21ST DAY OF JANUARY 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

K:\APPS\City Hall\25 FINAL RESOLUTIONS\25. Interlocal
Agreement - Law Enforcement Training Academy 01.21.2025.Docx

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT is entered into as of this ____ day of ____, 2025, by and Sarpy County, Nebraska (hereinafter "Sarpy"), Douglas County, Nebraska (hereinafter "Douglas"), the City of Bellevue, Sarpy County, Nebraska (hereinafter "Bellevue"), the City of Papillion, Sarpy County, Nebraska (hereinafter "Papillion"), the City of La Vista, Nebraska, Sarpy County, Nebraska (hereinafter "La Vista") and the Nebraska Metropolitan Community College Area, ("hereinafter "MCC"), on behalf of the law enforcement agency of each Party; herein collectively referred to as "Participating Agencies" or "Agencies". Each Participating Agency is a duly existing body, corporate, and politic in accordance with and by virtue of the laws of the State of Nebraska.

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

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

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

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

- d. "Recruit" shall mean a full-time or part-time paid law enforcement trainee in the employ of a Participating Agency.
- e. "Fiscal Agent" shall mean the entity responsible for managing the budget, receipts, and expenditures of the Academy, or otherwise performing any specified duties, under this Agreement.
- f. "Fiscal Agent Governing Body" shall mean the governing body of the Fiscal Agent.
- g. "Super Majority" shall mean five of the six members of the Advisory Board.
- h. "Authorized Representative" shall mean the Bellevue Chief of Police, the La Vista Chief of Police, the Papillion Chief of Police, the Douglas County Sheriff, the Sarpy County Sheriff, and the Metropolitan Community College Area Chief of Police, or any Authorized Representative's respective designee.
- i. "SDLEA Director of Training", "Academy Training Director", and "Director", shall mean a person under the employ of the Fiscal Agent, who is directly responsible for curriculum and training policy development and implementation in administering the State Certified Police Training Program.
- j. "Police Training Instructor" shall mean a person under the employ of the Fiscal Agent who provides professional work instructing law enforcement recruits at the SDLEA, and who reports to the SDLEA Director of Training.
- k. "Non-Employee Student" shall mean students who are not employees of a Participating Agency.

2. Authority: The authority of the Participating Agencies entering into this Agreement is that authority granted by law, including without limitation the general powers of each Agency, the Nebraska Interlocal Cooperation Act, Article 8 of Chapter 13, Neb. Rev. Stat §13-801 through 13-827 (1943) (Reissue 2012); and the authority granted under Neb. Rev. Stat. Sections 29-215 and 81-1401 et seq.

3. Purpose: The purpose of this Agreement is to formally extend an agreement to deliver the State of Nebraska basic curriculum for law enforcement officers.

4. Sarpy-Douglas Law Enforcement Academy Advisory Board. This Agreement shall be administered by an Advisory Board consisting of the chief law enforcement officer of each Participating Agency, or his or her designee. The Advisory Board members shall be responsible for the overall policies and administration of this Agreement. The Advisory Board shall be known as the Sarpy-Douglas Law Enforcement Academy Advisory Board. The Advisory Board shall generally provide operational governance of the Academy. The Advisory Board shall make any and all decisions based on the concurrence of at least a majority of the Board members after providing an opportunity for all Advisory Board members, to be involved in any and all such decisions. An Advisory Board member shall be

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

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

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

During the initial term of this Agreement, the Advisory Board shall initiate a strategic plan addressing membership, facilities, and a financial projection for the Sarpy Douglas Law Enforcement Academy. The strategic plan shall be submitted by the Advisory Board to the Participating Agencies by June 30, 2025.

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

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

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

Sarpy-Douglas Law Enforcement Academy Police Training Instructor: The City of La Vista will select and hire the Police Training Instructor, with the advice and consent of the Advisory Board. The Police Training Instructor shall be employed by the City of La Vista and shall be directly supervised

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

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

- Instructor Specialists will possess content-area competency as mandated and approved by the Nebraska Police Standards Advisory Council. They shall be approved as General Instructors or Professional Instructors by the Nebraska Police Standards Advisory Council.
- Each of the Participating Agencies agrees to make available from the Agency's employees and assign, if selected by the Director, Instructor Specialists to instruct an equitable share of the course of study for every Academy session based on the Participating Agency's personnel, and according to each Participating Agency's abilities and subject to the Participating Agency's immediate needs, unless otherwise approved in advance by the Advisory Board and regardless of whether the Participating Agency has a law enforcement recruit enrolled. Salary, benefits, and supervision of Instructor Specialists employed by a Participating Agency remain the responsibility of the individual Participating Agency while said employee is assigned as an Academy Instructor Specialist.
- Within thirty days of the announcement of an Academy session, each Participating Agency shall submit to the Director a list of Instructor Specialists available to teach during the specific Academy session. The Director shall select and schedule Instructor Specialists from these lists for each Academy session in cooperation with each Participating Agency and in accordance with the terms of this Agreement. Participating Agencies shall have at least thirty (30) days advance notice of the Instructor Specialist schedule for each Academy session.
- Participating Agencies agree to assign, if needed, an Instructor Specialist for the entire duration of a training academy class when the Participating Agency has a law enforcement recruit enrolled.

- The Sarpy-Douglas Law Enforcement Academy Advisory Board and all Participating Agencies agree to support the ongoing training and development of Instructor Specialists in order to enhance individual expertise. Expenses for instructor development are the sole responsibility of the Participating Agency.

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

- b. Sarpy-Douglas Law Enforcement Academy Location and Facilities: The location and facilities used by the Participating Agencies of the SDLEA during the initial term of this Agreement shall be the Metropolitan Community College La Vista, Nebraska, campus. Future locations and facilities shall be determined and agreed upon by a simple majority vote of the Advisory Board. Each Participating Agency shall make classroom space available for an Academy session. Any additional resources that require an expenditure will be procured and payment coordinated by the Academy Training Director and Fiscal Agent (for example, range, driving track, other).
- c. SDLEA Budget: The Director shall develop and submit a proposed Budget to the Fiscal Agent by April 1 of each calendar year. The Fiscal Agent shall provide the proposed budget, inclusive of proposed salary/wage increases for SDLEA paid staff, to the Advisory Board by May 1 of each year. On or before June 1 of each year the budget and contribution to shared expenses of each Participating Agency shall be subject to a vote of the Advisory Board. If the Advisory Board approves the proposed budget by a super majority vote, the proposed budget shall be subject to the approval of the Fiscal Agent's governing body. If approved by the Fiscal Agent's governing body, the proposed SDLEA budget shall be adopted and provided to each Participating Agency.

Annual Participating Agency contributions necessary to fund the SDLEA Budget will be divided equally among the Participating Agencies. The contribution amount will be determined each year by the Sarpy-Douglas Law Enforcement Academy Advisory Board and approved by the Fiscal Agent's governing body according to the due dates set out in the Fiscal Agent's budget schedule for that succeeding fiscal year based on the amount in the budget not covered by training fees. By May 1 of each year, a budget reconciliation calculation will be determined based on final prior fiscal year actual results compared to the SDLEA Budget for the year. Adjustments for any excess or shortfall will be carried out in the manner described in subsection "iii" below. Each Participating Agency's contribution to the SDLEA Budget for a budget year will be submitted to the Fiscal Agent by October 30 of such year. The Fiscal Agent will use such funds during the year to pay or reimburse shared expenses connected with the Academy.

- i. The Budget will not include the cost of classroom space provided at a Participating Agency for training or personnel assigned by a Participating Agency to the SDLEA. The Budget will reflect only the cost of shared expenses including but not limited to: compensation, benefits, insurance, payroll taxes, and all other personnel or other costs arising out of the employment of the Academy Training Director and Police Training Instructor, and any future paid staff, equipment, office supplies, props, postage, instructional media, curriculum, and reference materials.
- ii. Except for the Academy Training Director and the Police Training Instructor, and any future paid SDLEA staff, each Participating Agency will be responsible for the personnel costs and obligations associated with the staff it assigns to the program, including base salary, overtime salary, and fringe benefits, Workers' Compensation, retirement, etc.
- iii. The City of La Vista will serve as the Fiscal Agent for the SDLEA. Participating Agencies shall remit their share of the budget to the Fiscal Agent in accordance with this Section. Expenses incurred for the SDLEA will be paid by the Fiscal Agent. The Budget year shall be from October 1 to September 30 of each fiscal year. Each Participating Agency will include its share of training costs in its respective annual budget request and will seek governing body approval of the same. Monies remaining at the end of a budget year will be carried forward to pay shared expenses of future budget years. Any shortfall with respect to any budget year will be remedied by increasing required contributions of Participating Agencies for the following budget year.

d. Training Fees: Each of the Participating Agencies shall be responsible for all fees payable to the Nebraska Law Enforcement Training Center for peace officer certification of such Participating Agency. Additionally, every Participating Agency shall pay a training fee as established by a super majority vote of the Advisory Board to the Fiscal Agent of the SDLEA for every law enforcement recruit the Participating Agency enrolls in a Recruit Class. The Advisory Board shall also establish by super majority vote the training fee required of any Non-Employee Students admitted under the terms outlined herein, and consistent with the requirements of Nebraska Administrative Code Title 79. All training fees shall be used by the Fiscal Agent to offset expenses incurred with the Recruit Class.

Upon approval by the State of Nebraska to instruct Non-Employee Students, if a Recruit Class is not full (24 recruits), unfilled positions in the class may be available to Non-Employee Students, subject to the approval of a super majority vote of the Advisory Board. Any admission of a Non-Employee Student shall be evaluated on a class-by-class basis. All fees, including the SDLEA training fee shall be the responsibility of the Non-Employee Student's employing law enforcement agency. All Non-Employee Student recruits admitted must be current employees of a Nebraska law enforcement agency.

- e. Grants: Grant funds will be sought by the Academy Training Director and Participating Agencies to be used to pay or reimburse costs of the Academy. Grants will be figured in the annual budget reconciliation.
- f. Policies and Procedures. SDLEA policies and procedures will be approved by the Sarpy-Douglas Law Enforcement Academy Advisory Board before any training is performed under the terms of this Agreement. The SDLEA policies and procedures may be amended from time to time by approval of a majority of the Sarpy-Douglas Law Enforcement Academy Advisory Board.
- g. Annual Report. The SDLEA shall prepare and submit an annual report to the governing bodies detailing the operation of the training program, officers enrolled, certified and employed by the respective Participating Agencies and cost associated therein.

6. Dispute Resolution Process: In the event of a dispute arising under this Agreement, the matter shall be referred to the Sarpy-Douglas Law Enforcement Academy Advisory Board for resolution. Any dispute which, in the judgment of a Party to this Agreement, involves or may affect the performance of such Party shall be reduced to writing and delivered to the each member of the Sarpy-Douglas Law Enforcement Academy Advisory Board. As soon as possible thereafter, the Board shall schedule a face to face meeting with the authorized representative (or designee) of the Party and attempt to resolve the dispute in a satisfactory manner. Prior to the institution of any formal legal proceeding, the Parties must meet in this manner to resolve the dispute. This meeting must take place within fourteen (14) business days after service of the written statement of dispute. The Advisory Board shall issue a decision within 30 days after the meeting. During the pendency of negotiations, the Parties shall act in good faith to perform their respective duties described herein.

7. Term of Agreement: This Agreement shall be effective for a term of one (1) year beginning on October 1, 2024, and ending September 30, 2025. Except as provided in paragraph 21 of this Agreement, during the initial one-year term, this Agreement may only be terminated upon the mutual agreement of all Participating Agencies. At the end of the initial one-year term, the Agreement shall automatically renew for one (1) additional one year term unless any Party to the Agreement gives written notice by April 1 prior to the effective date of the termination to the other Participating Agencies as to its desire to withdraw or terminate or amend the Agreement. During a renewal period, the Agreement may be terminated at any time upon the mutual agreement of all Participating Agencies. During a renewal period, any Party to the Agreement may withdraw its participation. In the event that this Agreement is not renewed prior to expiration, it shall continue in full force and effect during renewal negotiations until replaced by a succeeding agreement or terminated by the provisions herein.

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

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

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

9. **Miscellaneous.**

- a. **Other Agreements:** The cooperative program hereby established is cumulative to and not in lieu of specific agreements heretofore or hereafter entered into between any of the Participating Agencies in respect to other aspects of public safety.
- b. **Implementing Action.** This Agreement shall be subject to each Participating Agency taking formal action by ordinance or resolution of its governing body approving this Interlocal Cooperative Agreement. Each Participating Agency shall furnish the other Participating Agencies executed copies of such authorizing action.
- c. **Employer or Partner.** It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts or omissions of any Party or any personnel, employees, agents, contractors, or servants of a Party, pursuant to this Agreement shall be undertaken as an independent contractor and not as an employee or agent of any other Party. The Parties each shall, except as provided herein, act on its own behalf and not as agent, employee, partner, joint venture or associate of any other Party. An employee or agent of a Party shall not be deemed or construed to be the employee or agent of any other Party for any purpose whatsoever. None of the Parties nor its personnel, employees, agents, contractors, or servants shall be entitled to any benefits of any other Party. The Parties shall not provide any insurance coverage to any other Party or the employees of any other Party including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group

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

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

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

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

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

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

including any loss of use resulting there from. The provisions of this section shall survive expiration or termination of this Agreement. These Indemnification provisions are not intended to waive a Party's sovereign immunity. A Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act or other applicable provisions of law.

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

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

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

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

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

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

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

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

21. Unavailability of Funding: Due to possible future reductions including but not limited City, County, State and/or Federal appropriations, a Party cannot guarantee the continued availability of funding for this Agreement, notwithstanding the

consideration stated in this Agreement. In the event funds to finance this Agreement become unavailable either in full or in part due to such involuntary reduction in appropriations, a Party may terminate the Agreement or reduce the consideration upon notice in writing to the other Parties. The notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery, to the Authorized Representatives. A Party shall be the final authority as to the availability of its funds. The effective date of such Agreement termination or reduction in consideration shall be specified in the notice as the date of service of the notice or the actual effective date of the County, State and/or Federal funding reduction, whichever is later. Provided, that reduction shall not apply to payments made for services satisfactorily completed prior to the effective date. In the event of a reduction of consideration, any other Party may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to the other Parties.

22. Drug Free Policy. Parties assure each other that each has established and maintains a drug free workplace policy.

23. New Employee Work Eligibility Status (Neb. Rev. Stat. § 4-114). Each Party is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

24. Public Benefits. With regard to Neb. Rev. Stat. §§4-108-113, no Party is an individual or sole proprietorship. Therefore, no Party is subject to the public benefits attestation and related requirements of Neb. Rev. Stat. §§4-108-113.

25. Joint Work Product. This Agreement is the joint work product of the Parties; accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of any Party by reason of document preparation.

26. Joint Educational Work Product. Any original curriculum, including but not limited to: planning documents, lesson plans, audio-visual aids, testing review and testing materials developed exclusively for the SDLEA are the property of the SDLEA Advisory Board. No use, transfer, or release of any such materials for profit, or alternative educational instruction governed by the Coordinating Commission for Postsecondary Education Act, may occur without approval by a super majority of the Board.

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

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

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

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

ATTEST

CITY OF BELLEVUE, NEBRASKA

City Clerk

(Mayor)

ATTEST

CITY OF LA VISTA, NEBRASKA

City Clerk

(Mayor)

ATTEST

CITY OF PAPILLION, NEBRASKA

City Clerk

(Mayor)

ATTEST

SARPY COUNTY, NEBRASKA

County Clerk

(Board Chairman)

ATTEST

DOUGLAS COUNTY, NEBRASKA

County Clerk

(Board Chairman)

Approved as to Form

METROPOLITAN COMMUNITY
COLLEGE AREA

MCC General Counsel

(College President)

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JANUARY 21, 2025 AGENDA

Subject:	Type:	Submitted By:
AMEND CITY PERSONNEL POLICY AND PROCEDURES MANUAL	◆ RESOLUTION ORDINANCE RECEIVE/FILE	WENDY LOWERY HUMAN RESOURCES DIRECTOR

SYNOPSIS

A resolution has been prepared to update Section XIII of the City's Personnel Manual.

FISCAL IMPACT

Total City funds available for tuition reimbursement per fiscal year will be established annually as part of the budget process.

RECOMMENDATION

Approval.

BACKGROUND

The City's Educational Assistance Program has not updated its tuition reimbursement policy in over 20 years. During this time, the cost of continuing education has increased by approximately 133%, not accounting for inflation. Therefore, City staff recommend raising the maximum reimbursement from \$1,500 to the federal taxable maximum of \$5,250 per year. This change aligns with the federal tax exemption threshold and is informed by our compensation survey. It aims to enhance employee satisfaction and retention.

To further promote retention, we propose implementing a one-year stay requirement for employees who utilize this benefit, ensuring the City receives value from their educational development.

This investment encourages employees to pursue relevant education, which in turn improves their skills and productivity. A more skilled workforce fosters innovation, making this adjustment beneficial for both employees and the City.

A copy of Section XIII of the Personnel Manual, which indicates the edits made, has been included for review.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AMENDING SECTION 13 OF THE CITY PERSONNEL POLICY AND PROCEDURES MANUAL REGARDING THE EDUCATIONAL ASSISTANCE PROGRAM.

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

WHEREAS, it is being proposed that Section 13 in the manual regarding the educational assistance program be amended to raise the maximum reimbursement; and

WHEREAS, it is the desire of the City Council to amend Section 13 of the Personnel Policy and Procedures Manual to incorporate the changes to the above-mentioned areas.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the existing La Vista City Personnel Policy and Procedures Manual adopted on December 20, 2005, is hereby amended to reflect the proposed change to Section 13 as submitted at the City Council meeting.

PASSED AND APPROVED THIS 21ST DAY JANUARY OF 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

PERSONNEL RULES AND REGULATIONS

SECTION XIII: EMPLOYEE & PERSONNEL DEVELOPMENT		AMENDED:	RESOLUTION NO. 13-122
ADOPTED:	RESOLUTION NO. 96-012	DATE:	NOVEMBER 5, 2013
DATE:	FEBRUARY 6, 1996	AMENDED:	RESOLUTION NO. 00-152
AMENDED:	RESOLUTION NO. 00-152	DATE:	DECEMBER 19, 2000
DATE:	DECEMBER 19, 2000	AMENDED:	RESOLUTION NO. 02-099
AMENDED:	RESOLUTION NO. 02-099	DATE:	OCTOBER 1, 2002
DATE:	OCTOBER 1, 2002	READOPTED:	RESOLUTION NO. 05-159
AMENDED:	RESOLUTION NO. 13-116	DATE:	DECEMBER 20, 2005
DATE:	OCTOBER 15, 2013		

13.1 **Orientation:** The Human Resources Office shall be responsible for providing new employees with a clear statement of fringe benefits available and reviewing said statement with the employee; reviewing the classification and pay plans currently in force with the employee; and ensuring that the employee completes all required documentation. Each department head shall be responsible for facilitating the adjustment of a new employee to the work situation by:

- (1) Providing the employee a clear statement of duties and official relationships;
- (2) Properly introducing the employee to work associates;
- (3) Instructing and guiding the employee in learning to perform all job functions;
- (4) Discussing with the employee at regular intervals the employee's progress in learning and performing the work.

13.2 **Training:** The City shall establish appropriate training programs for City employees, in order that service rendered by employees may be more effective, safe and efficient. Such training programs may include formal courses, seminars, workshop demonstrations, assignments of reading matter, or other such methods as may be available for improving the effectiveness and broadening the knowledge of employees in the performance of their respective duties. Employees are encouraged to develop and further their job skills and personal potential by participation in available training programs. Such training programs shall be conducted during regular working hours except as prohibited or rendered impractical by work schedules.

13.3 **Conferences/Conventions:** Employees are encouraged to participate in conferences, conventions, and meetings which have a direct relationship to the employee's position and the City's services. Approval for attendance at such conferences, conventions and meetings shall be obtained at the department level in advance of participation in such events.

13.4 **Educational Assistance Programs:** As an incentive for employees to further their educations and development, the City will reimburse regular permanent full-time employees who have completed probation prior to registration, for the cost of tuition, registration and laboratory fees for advanced training/college classes where each of the following conditions are met:

- (1) Classes apply to either career advancement in the City or to job enhancement in current position.

PERSONNEL RULES AND REGULATIONS

- (2) A Tuition Reimbursement Request is submitted in advance of registration and approved in writing by the department head and the City Administrator, and such Request is filed in the employee's personnel file.
- (3) The class is successfully completed with a grade of "C" or better.
- (4) Such classes are taken at a university, college, junior college or technical/trade school that has been accredited by a nationally recognized accrediting agency or association.
- (5) Classes are taken on the employee's free time and not during work hours.
- (6) Maximum reimbursement per employee per calendar year shall not exceed \$5,250^{1,500}. Total funds available for tuition reimbursement per fiscal year will be established annually as part of the budget process, except as otherwise provided in a collective bargaining agreement. If the amount of funds available in a fiscal year is insufficient to honor the requests of all requesting employees (up to the maximum 5,250^{1,500} maximum limitation), the City Administrator or his/her designee shall prorate the available funds and reimburse employees in such amounts as the City Administrator or his/her designee determines to be fair and equitable. Any portion of any educational expense that is not reimbursed by the City in the fiscal year during which the expense was incurred by the employee because of funding limitations or expenses exceeding the maximum allowed, shall not qualify for reimbursement by the City in any subsequent fiscal year. The fiscal year in which the expense occurred shall be deemed to be the fiscal year in which the employee receives the final academic grade for the class or course involved.
- (7) The City reserves the right to limit the amount of reimbursement to the amount that would be paid at an alternate public accredited institution (e.g. University of Nebraska at Omaha).
- (8) Reimbursement will not be made by the City respecting (a) tools or supplies that may be retained by the employee after completion of a course of instruction, or meals, lodging, transportation or other costs, that do not represent tuition, registration or laboratory fees; (b) courses or other education involving sports, games or hobbies unless said course applies to either career advancement in the City or to job enhancement in current position.
- (9) Participation in the City's educational assistance program does not preclude participation in any other educational financial assistance program. However, employees can submit to the City for reimbursement **only** the amount of tuition, registration or laboratory fees not paid for by other programs.

To obtain reimbursement, the employee must:

- (a) Complete the Tuition Reimbursement Request form for approval by the department head and City Administrator prior to registering for the class;
- (b) Submit an official grade report or transcript to confirm a grade of "C" or better was received; and

PERSONNEL RULES AND REGULATIONS

- (c) Submit all related receipts for approved classes that indicate payment of eligible expenses to the Finance Director not later than one month after the end of the semester for which the reimbursement is being requested.

Post-Reimbursement Employment Commitment

In exchange for educational reimbursement, the employee agrees to remain employed with the City for a minimum of one (1) year following the completion of the course or program for which reimbursement was provided. If the employee voluntarily terminates employment or is terminated for cause before completing the one-year period, the employee shall be required to repay the full amount of the educational reimbursement. Repayment must be made within 30 days of termination.

- 13.5 **Performance Appraisal:** The work performance of each employee shall be evaluated annually. The Council Policy Statement regarding Employee Compensation – Pay for Performance details the City's performance appraisal process.

ITEM

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JANUARY 21, 2025 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE – VEHICLE LOCATOR SOFTWARE LICENSE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRADY SMALL STREET SUPERINTENDENT

SYNOPSIS

A resolution has been prepared authorizing the purchase of a Vehicle Locator Software License from Samsara Inc., San Francisco, CA in an amount not to exceed \$7,840 per year.

FISCAL IMPACT

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

RECOMMENDATION

Approval.

BACKGROUND

Public Works is currently using Verizon Reveal system for vehicle locations operations. The Samsara system provides more information when tracking and additional diagnostics on equipment. The Samsara works with Arc/GIS for the interface mapping for road conditions. With Samsara we can build onto the system to indicate whether the plow is up or down, if the sander is off or on, and forward-facing cameras that have live streaming to see current road conditions.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF A VEHICLE LOCATOR SOFTWARE LICENSE FROM SAMSARA, INC., SAN FRANCISCO, CA IN AN AMOUNT NOT TO EXCEED \$7,840.00 PER YEAR.

WHEREAS, the City Council of the City of La Vista has determined the purchase of a vehicle locator software license is necessary, and

WHEREAS, the FY25/FY26 Biennial Budget provides funding for the proposed purchase; 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 authorize the purchase of a vehicle locator software license from Samsara, Inc., San Francisco, CA in an amount not to exceed \$7,840.00 per year.

PASSED AND APPROVED THIS 21ST DAY OF JANUARY 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

City of La Vista, NE

Samsara Executive Summary

Samsara Overview

On behalf of the entire team at Samsara, we are pleased to provide this executive summary, outlining the opportunity to partner with the City of La Vista. The following pages detail our approach, values, and the measurable impacts our customers have achieved, demonstrating our commitment to success.

As a leading provider of Internet of Things (IoT) solutions and a publicly traded company (NYSE: IOT), headquartered in the U.S. with international offices, we've established a strong track record of innovation and scalability. We serve over twenty-five thousand (25,000) customers and have two (2) million devices deployed globally, offering a comprehensive portfolio of plug-and-play hardware, software, and cloud solutions.

Our unified platform empowers government agencies to achieve operational excellence, enhance citizen services, and maximize taxpayer value. By combining real-time visibility, data-driven insights, and seamless integration with ecosystem partners, agencies can ensure efficient delivery of critical services while addressing complex asset management challenges.

I. Samsara Solution Value

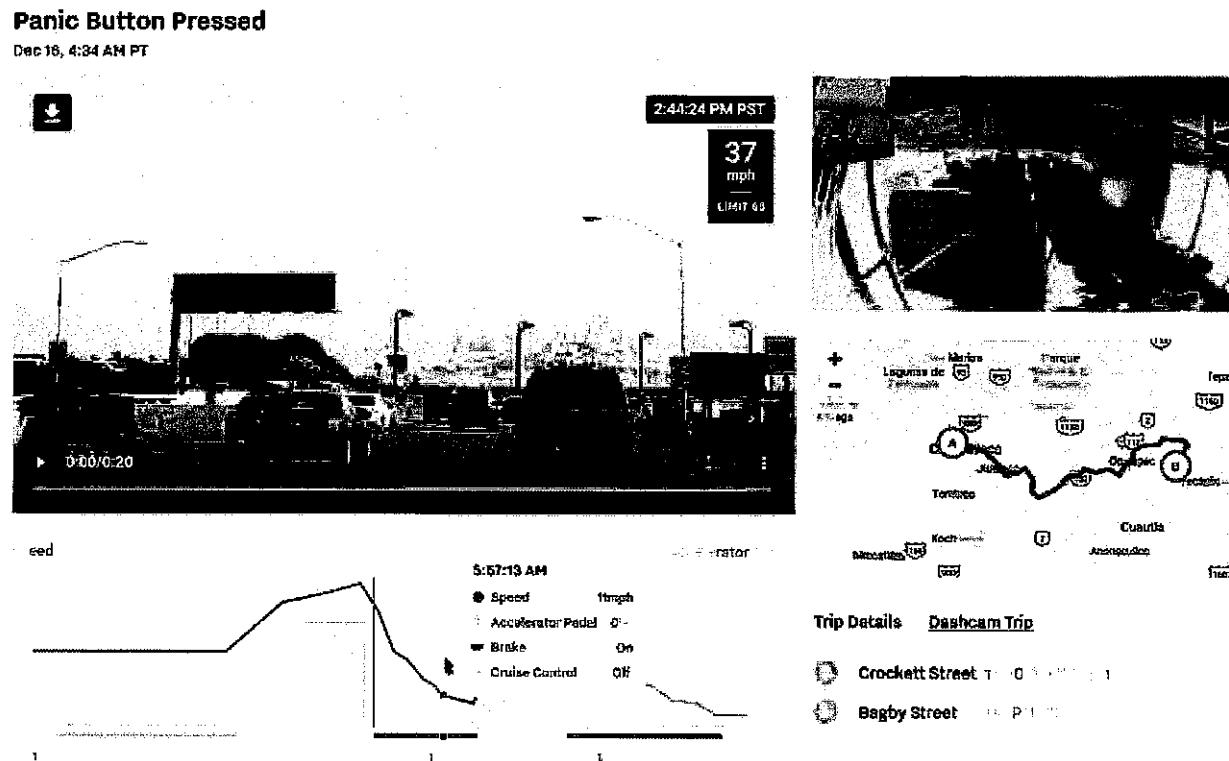
What makes Samsara a differentiated solution for government operations:

- ❖ **One price point** includes all features, real-time data & insights at **No Additional Cost**
- ❖ **Consolidated, Centralized Platform** (GPS/Telematics, Maintenance, Monitoring)
- ❖ **One platform**, supported by a sole manufacturer, ensures **Best-In-Class Security Standards** across all components, reducing the risk of compatibility issues, cybersecurity vulnerabilities, and potential weak links inherent in disparate technologies
- ❖ **Direct customer innovation feedback loop** with Samsara Product Team to influence product development
- ❖ **World-class, U.S.-based customer service**

A Few Local Groups Using Samsara Today:



II. Advantages and Results



Accelerate Response Times, Minimize Citizen Complaints: Precise reporting, real-time insights, and proximity search address parents concerns in just three clicks

- ❖ See how the County and City of Denver promotes safe driving with Samsara [Samsara x Denver](#)
- ❖ City of Sacramento reduces fuel consumption by 6% with Samsara [Samsara x Sacramento](#)

Optimize Vehicle Performance and Reduce Costs: Receive proactive maintenance alerts and accurate odometer readings to minimize vehicle downtime and lower maintenance expenses

- ❖ Mobile County reduces speeding by 50% through proactive coaching [Mobile County x Samsara](#)

Enhanced Safety and Coaching: AI-driven incident detection helps drive significant safety improvements for municipal fleets

- ❖ \$1M in taxpayer dollars saved and cut down 10 hours a week on incident investigation (Allentown)
- ❖ CBS News x Samsara - How AI is working to make school buses safer

III. **City of La Vista experience with Samsara free trial + Samsara solution proposal:**

Overview: Samsara and City of La Vista collaborated on a trial to prove the value of our solution in their day to day operations. The information below illustrates some of the key takeaways from this trial:

Key Items Tested:

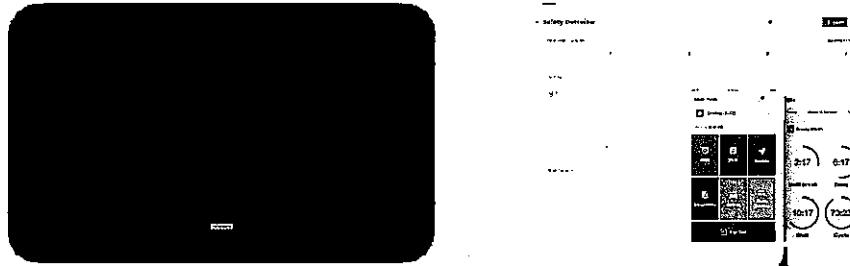
- ❖ **Real-time tracking and Visibility:** Monitored vehicle location, with safety alerts for harsh driving behaviors and notifications for crashes and accidents.
- ❖ **Proximity Search:** Located vehicles within a specific time period and area, with visibility into location-oriented services across multiple roads, Stop arm paddle tracking
- ❖ **Customizable Alerts / Geofencing:** Received instant notifications on vehicle use and set boundaries for improved service management
- ❖ **Video Safety:** Live streaming, cloud retrieval, unlimited access and users
- ❖ **Mobile Apps:** Pre trip /Post Trip inspections, digitized accessible for state reporting, admin app / driver app

Data Captured:

- ❖ 500 Miles Traveled
- ❖ Automated Alerts Sent (fault codes, mobile usage, harsh braking, speeding, def level)
- ❖ Fault Code, Idling, Geofence, Device Tampering, Vehicle Speed notifications configured

Trial Objectives:

- ❖ Install GPS and Dash Camera units on 2 plow vehicles track usage over the course of fifty days
- ❖ Report on findings and preferences of La Vista trial team / weekly check ins
- ❖ Discuss future scale with full fleet and administrative management
- ❖ Integrate GIS / Snow Map overlay

**Proposed Solution:****Hardware and Licenses:**

34 Vehicle Gateways, including cables

The Vehicle Gateway (VG55) is a plug-and-play advanced sensor platform for fleets, providing operators with real-time location and diagnostics, sensor data, and accessory compatibility.

5 Powered Asset Gateways including cables

The Powered Asset Gateway is ideal for tracking and monitoring powered assets. Samsara provides easy-to-use geofences and alerts, enabling operators to instantly detect and respond to theft or unauthorized use. Samsara's real-time location tracking enables law enforcement to quickly recover stolen assets.

Software:

- Real-Time GPS Data
- Vehicle Diagnostics
- Custom Reporting & Alerts
- Service Coverage Map
- Proximity Search
- Unlimited Users
- Custom Permissions Settings
- Single Sign On
- Samsara Driver and Fleet Apps
- 250+ Integrations

IV. Pricing

- ❖ The proposed contract is a 36-month term, annual payment.
- ❖ Sales tax has been waived
- ❖ Net 30 terms
- ❖ One time Shipping and Handling fee (\$47.00)
- ❖ 35.1% discount applied

Total Cost: [REDACTED]

(First year payment includes S&H and stop arm cables see above)

Warranty Policy

→ Samsara's warranty for licensed devices, which in your proposal includes the dash camera, vehicle gateways and asset gateways, exists for as long as you maintain a valid license for those products. Here is a link to our Warranty and RMA policy. In the case of a 36 month agreement, these licensed products would be under warranty for the duration of that term.

Over-The-Air Updates

- Samsara is continually gathering feedback from our customers and adding new capabilities through over-the-air updates. Samsara customers can opt in for new product beta testing features for free right from dashboard, (previous features like drowsy driving and custom billing)
- You can check and see what has come out recently from this page in your account: <https://www.samsara.com/blog>
- In order to provide feedback/make a feature request, click on the 'feedback' button on the bottom left hand side of your Samsara dashboard.

Samsara Customer Experience

- Access to our customer support team is included in the licensing (no additional cost)
- Samsara provides 24x7 phone and email support. Customers can also submit a web ticket directly via their cloud dashboard.
- Training Center Access
- Live New User Trainings

Logistical Details:

Once a quote is signed orders may take up to 1 to 3 full business days to be processed, picked and packed before it is shipped. Please allow 7 business days for your order to arrive.

Prepared by: Matt Lema

matt.lema@samsara.com - (913)-423-1612

Empowering Real-Time Geospatial Intelligence with Samsara and Esri

Esri and Samsara have partnered to enhance geospatial capabilities by seamlessly integrating Samsara's real-time Internet of Things (IoT) data with Esri's powerful geospatial analytics and advanced mapping and data visualization tools. This collaboration complements existing product suites, providing organizations with visibility, agility, and data insights to drive better decision-making in critical operations.

As the pioneer of the Connected Operations™ Cloud, Samsara's platform enables organizations reliant on physical operations to harness IoT data, transforming it into actionable insights that improve operations.

ArcGIS® Velocity™ is Esri's cloud-native capability for real-time and big data analytics, enabling organizations to shorten the time from observation to decision by ingesting, monitoring, analyzing and alerting from real-time feeds, such as sensors, assets, and other dynamic data sources.

Samsara and Esri: Connecting IoT and GIS for Smarter Operations

The Samsara and Esri partnership empowers users to seamlessly ingest, analyze and visualize real-time location and condition data. The integration between ArcGIS® Velocity™ and Samsara's Connected Operations™ Cloud platform allows government agencies to tap into asset location, perform analysis on the data in real-time, and disseminate alerts based on triggers, enhancing decision-making in areas such as asset recovery, proof of service, and emergency response.

With Velocity's out-of-the box feed type connection to the Samsara API, organizations can easily integrate their Samsara telematics data with their other location data, perform analysis, and automate alerts. Additionally, users gain a common operating picture by remote asset monitoring, predictive maintenance, and process optimization, enhancing overall operational efficiency.

Key Customer Benefits

Real-Time Visibility and Situational Awareness: Integrate live asset tracking with advanced GIS mapping and analytics tools to gain real-time insights into fleet locations, vehicle health, and external factors like weather and traffic, driving decisions that optimize fleet performance and efficiency.

Proactive Maintenance and Reduced Downtime: Leverage historical and real-time performance data to monitor vehicle health and schedule proactive maintenance, minimizing downtime, reducing repair costs, and extending fleet lifespan.

Optimized Route Planning and Efficiency: Utilize real-time traffic intelligence and route optimization tools to avoid delays, and cut fuel consumption, ensuring efficient and cost-effective fleet operations.

Optimized Asset Recovery: Enhance asset tracking and security with geofencing and real-time location monitoring, enabling rapid recovery in the event of theft or misplacement, ensuring maximum fleet utilization and minimizing losses.

Industries We Serve



State & Local
Government



Education



Construction



Transportation &
Logistics



Airports

How the City of Syracuse Streamlined Their Snow Operations

Challenge

The City of Syracuse had been receiving an increasing number of citizen service calls regarding unplowed streets and property damage. The city faced challenges in understanding which roads had been serviced and when, due to limitations in the location and status tracking capabilities of its fleet.

Results

The Department of Public Works achieved a 30% reduction in citizen calls about snow plow service through the creation of publicly accessible service status maps, allowing residents to check updates online without needing to call. This Winter Weather Operations solution leverages Samsara's real-time visibility dashboard and a seamless API integration with Esri.

Contact Your Samsara Representative or sales@samsara.com



Connected Operations™

Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

QUOTE #Q-1417165

Issued 01-07-2025

Expires 01-29-2025

Prepared For:
City of La Vista, NE
8116 Park View Blvd
La Vista, Nebraska
68128-2198

Prepared By:
Matt Lema
matt.lema@samsara.com

Quote Summary	Subtotal
Hardware and Accessories	[REDACTED]
Licenses	
License Term – 36 Months	
Shipping and Handling	[REDACTED]
Upfront Hardware Sales Tax	[REDACTED]
Annual License Sales Tax	[REDACTED]
First Year Payment	[REDACTED]
Payments Beginning Year Two	[REDACTED]

If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change.
If Sales tax is "Pending" - Final amount will be provided prior to payment.
*3% fee charged on non-ACH charges (Canada Exempt)
*Sales tax subject to change



Connected Operations™

Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

SHIP TO Brady Small
9900 Portal Rd
La Vista, Nebraska, 68128-5509
United States

Hardware and Accessories	Quantity	Net Unit Price	Total Price
Vehicle IoT Gateway, model VG55 HW-VG55-NA	34	██████████	██████████
Enhanced VG Series OBDII J1962 L-mount cable CBL-VG-COBDEI-Y1	21	██████████	██████████
Enhanced VG Series J1939 or J1708 (9-pin) CBL-VG-CJ1939	10	██████████	██████████
Powered asset gateway HW-AG26	5	██████████	██████████
Enhanced VG series 1226 cable CBL-VG-CRP1226	3	██████████	██████████
AG J1939 open wire cable CBL-AG-AOPEN	2	██████████	██████████
Enhanced VG Series J1708 (6-pin) CBL-VG-CJ1708	2	██████████	██████████
14-pin Caterpillar cable CBL-AG-ACT14	2	██████████	██████████
9-pin Caterpillar cable CBL-AG-ACT9	2	██████████	██████████
AG J1939 9pin cable CBL-AG-A9PIN	1	██████████	██████████
Hardware Due			██████████

Licenses	Quantity	Annual Unit Price	Total Annual Price
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS	34	██████████	██████████
Plus License for Powered Asset Gateways LIC-AG-PWR-PLUS	5	██████████	██████████
Annual License Due			██████████



Connected Operations™

Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com



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Thank you for considering Samsara for your fleet.

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the license start date. The annual fees are payable by recurring wire transfer. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license



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term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. By signing this Order Form, you confirm that each "Ship To" delivery address set forth herein is accurate and that any individual accepting delivery at that address is authorized to do so on your behalf. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

You agree that you will only use the features included with the Samsara Software licenses purchased under this Order Form ("Licensed Scope"). Samsara reserves the right to audit usage of Samsara Software and to remove your access to such features beyond the Licensed Scope (for example, the licensed feature scope or licensed user count, as applicable) at any time. If you would like to use features beyond the Licensed Scope, you are required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that you are using features beyond the Licensed Scope, Samsara reserves the right to charge you for the applicable Samsara Software licenses that include such Licensed Scope at list price, and you agree to immediately pay such amounts. Samsara further reserves the right to change, discontinue, or remove features included in a Samsara Software license at any time.

You acknowledge and agree that, during your license term, you may not downgrade your Samsara Software license plan to a lower Samsara Software license plan (e.g., downgrading your "Enterprise" license to a "Premier" license).

Support and Warranty

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's standard terms of service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/>, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the 'Terms of Service') provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara's standard terms of



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service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/> shall apply: License (Section 4), Product Updates (Section 7), Data Protection Addendum (Section 10.3), Non-Samsara Products (Section 14), and Hardware Warranty (Section 17). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer vendor, shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Terms of Service or this Order Form.



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Notification of Confidentiality

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." "Please confirm acceptance of this Order Form by signing below:

Signature: _____

Print Name: _____

Date: _____

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JANUARY 21, 2025 AGENDA

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE – BALLISTIC SHIELDS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	TODD ARMBRUST POLICE CAPTAIN

SYNOPSIS

A resolution has been prepared to approve the purchase of three (3) BlueRidge Armor BRA Sield IIIA:WMX1 – 20x34 – Vengeance Viewport – Carbon Fiber Handle ballistic shields from BlueRidge Armor LLC, Spindale, NC in an amount not to exceed \$7,821.

FISCAL IMPACT

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

RECOMMENDATION

Approval.

BACKGROUND

These ballistic shields replace three (3) of our existing IIIA shields which have reached their end of life. The police department currently has five of these ballistic shields, two (2) are projected to be replaced in FY26 upon their end of life. The purchase of these ballistic shields will maintain our inventory of five (5) and allow patrol officers to maintain access to this protection. The desire of the department is to have multiple shields of this ballistic rating readily available to patrol officers.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF THREE (3) BLUERIDGE ARMOR BALLISTIC SHIELDS FROM BLUERIDGE ARMOR LLC, SPINDALE, NC IN AN AMOUNT NOT TO EXCEED \$7,821.00.

WHEREAS, the City Council of the City of La Vista has determined the purchase of three (3) ballistic shields is necessary, and

WHEREAS, the FY25/FY26 Biennial Budget provides funding for the proposed purchase; 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 authorize the purchase of three (3) BlueRidge Armor ballistic shields from BlueRidge Armor LLC, Spindale, NC in an amount not to exceed \$7,821.00.

PASSED AND APPROVED THIS 21ST DAY OF JANUARY 2025.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk

BlueRidge Armor LLC
1495 College Ave Ste 150192
Spindale, NC 28160 US
info@blueridgearmor.com
blueridgearmor.com



Estimate

ADDRESS	SHIP TO	ESTIMATE #
Officer C. Casey La Vista Police Department 7701 South 96th Street La Vista, NE 68128	Officer C. Casey La Vista Police Department 7701 South 96th Street La Vista, NE 68128	5028
		DATE 11/07/2024
		EXPIRATION DATE 12/27/2024

SALES1

Estimate: 5028

ACTIVITY	QTY	RATE	AMOUNT
BRA SHIELD:IIIA:WMX1-2034-VVP-CF-3A BlueRidge Armor - WMX1 - 20x34 - Vengeance Viewport - Carbon Fiber Handle Standard Color:	3	2,375.00	7,125.00
Carrier:Carry Bag 20x34 SHIELD Carry Bag 20x34 SHIELD	3	157.00	471.00
Shipping No taxes or fees included	3	75.00	225.00
undefined	SUBTOTAL		7,821.00
	TAX		0.00
	TOTAL		\$7,821.00

Accepted By

Accepted Date

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JANUARY 21, 2025 AGENDA

Subject:	Type:	Submitted By:
DECLARE EQUIPMENT SURPLUS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	HEATHER BULLER RECREATION DIRECTOR

SYNOPSIS

A resolution has been prepared to declare the following equipment used by the Recreation Department as surplus.

- 1 - Vinyl gym floor covering system
- 2 - Adaptive Pottery Wheels
- 2 - Billiards Tables
- 1 - Desk
- 1 - Choir Riser

FISCAL IMPACT

The general fund will receive the revenue from the sale.

RECOMMENDATION

Approval.

BACKGROUND

The Recreation Department has recently upgraded the gymnasium floor with a new floor covering system, rendering the previous system obsolete. This enhancement is part of our ongoing commitment to maintaining high-quality facilities that meet the needs of our community.

The department has identified two adaptive pottery wheels, acquired nearly 25 years ago, as obsolete. These pottery wheels were initially purchased when a kiln was housed at the Community Center. However, with the disposal of the kiln and the absence of a safe location to install a replacement, these adaptive pottery wheels are no longer viable for future programming.

Additionally, the department received feedback from the public about upgrades to the game room. Funds are allocated in FY25 to upgrade the game room with new amenities rendering the two billiards tables obsolete.

The desk is over 30 years old and was a temporary solution for the Assistant Events Coordinator position. A new ergonomic standing desk has been allocated and current desk is no longer necessary or meets the needs of the modern work place.

The choir risers have not been utilized in the department for nearly 30 years. Given the department no longer offers programming that requires them and does not foresee their future use.

These updates and assessments reflect the department's proactive approach in ensuring our resources and facilities remain relevant and effective in serving the community.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA DECLARING PROPERTY AS SURPLUS AND AUTHORIZING ITS SALE.

WHEREAS, City Staff has recognized the following equipment: 1 Vinyl gym floor covering system, 2 Adaptive Pottery Wheels, 2 Billiards Tables, 1 Desk and 1 Choir Riser to be surplus; and

WHEREAS, the City Administrator and Recreation Director recommend that the above mentioned items be declared surplus and sold.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council that the following equipment: 1 Vinyl gym floor covering system, 2 Adaptive Pottery Wheels, 2 Billiards Tables, 1 Desk and 1 Choir Riser be declared surplus property and sold.

AND BE IT FURTHER RESOLVED that the General fund will receive the revenue from the sale.

PASSED AND APPROVED THIS 21ST DAY OF JANUARY 2025

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Rachel D. Carl, CMC
City Clerk