

LA VISTA CITY COUNCIL MEETING AGENDA

June 1, 2021

6:00 p.m.

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

- Call to Order
- Pledge of Allegiance
- Announcement of Location of Posted Open Meetings Act
- Service Award: Ryan South – 10 Years; Dennis Iverson – 25 Years

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 May 18, 2021 City Council Meeting
3. Approval of the Minutes of the May 20, 2021 Planning Commission Meeting
4. Request for Payment – RDG Planning & Design – Professional Services – Placemaking & LA Services – \$698.52
5. Request for Payment – Swain Construction – Professional Services – 96th & 108th St Pavement Rehabilitation – \$212,900.35
6. Request for Payment – Alfred Benesch & Company – Professional Services – 96th & 108th St Pavement Rehabilitation – \$27,388.40
7. Approval of Claims

- Reports from City Administrator and Department Heads
- First Quarter Report - Sarpy County Economic Development Corporation

B. Economic Development Program

1. Ordinance – Approve Application Supplement and Additional Award of \$2,500,000 – City Centre Music Venue, LLC and Astro Theater, LLC
2. Resolution – Amend Resolution Number 20-032 Increasing Economic Development Program Bond Principal to \$5,700,000.

C. Ordinance – Amend Municipal Code § 37.13 (C) – Disciplinary Action

D. Resolution – Approve Final Plat – La Vista City Centre Replat Four – La Vista City Centre, LLC

E. Resolution – Rotella's Italian Bakery & Substandard Determination Study

F. Resolution – Approve First Amendment – Sarpy County and Cities Wastewater Agency – FY2020-2021 Budget

G. Resolution – Approve Budget – Sarpy County and Cities Wastewater Agency FY2021-2022

H. Resolution – Approve Award of Contract – La Vista Library & MCC Sarpy Center Roof Replacement

I. Resolution – Authorize Agreement – Construction Eng. Services – Park View Blvd Panel Replacement 84th St to 96th St

J. Resolution – Authorize Lease – Temporary Dog Park Fencing

K. Resolution – Authorize to Advertise – Janitorial Service for La Vista Facilities

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

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



CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO DENNIS IVERSON OF THE LA VISTA PUBLIC WORKS DEPARTMENT, FOR 25 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, Dennis Iverson has served the City of La Vista since May 20, 1996; and

WHEREAS, Dennis Iverson's input and contributions to the City of La Vista have contributed to the success of the City;

NOW, THEREFORE BE IT RESOLVED that this Certificate of Appreciation is hereby presented to Dennis Iverson on behalf of the City of La Vista for 25 years of service to the City.

DATED THIS 1ST DAY OF JUNE 2021.

Douglas Kipdig, Mayor

Kim J. Thomas
Councilmember, Ward I

Mike Crawford
Councilmember, Ward I

Ronald Sheehan
Councilmember, Ward II

Deb Hale
Councilmember, Ward III

Kelly R. Sell
Councilmember, Ward IV

Terrilyn Quick
Councilmember, Ward II

Alan W. Ronan
Councilmember, Ward III

Jim Frederick
Councilmember, Ward IV

ATTEST:

Pamela A. Buethe, CMC
City Clerk





CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

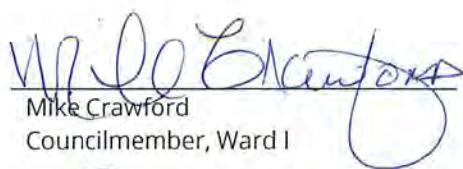
A CERTIFICATE OF APPRECIATION PRESENTED TO RYAN SOUTH FROM RECREATION AND INFORMATION TECHNOLOGY, FOR 10 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

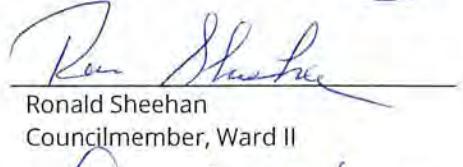
WHEREAS, Ryan South has served the City of La Vista since April 4, 2011; and

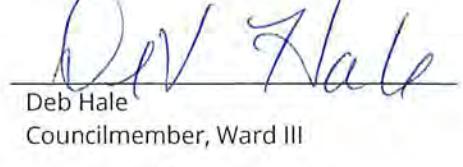
WHEREAS, Ryan South's input and contributions to the City of La Vista have contributed to the success of the City;

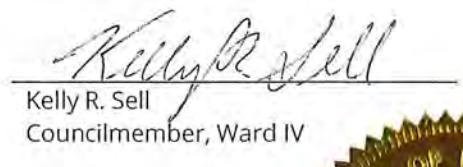
NOW, THEREFORE BE IT RESOLVED that this Certificate of Appreciation is hereby presented to Ryan South on behalf of the City of La Vista for 10 years of service to the City.

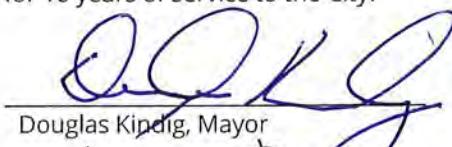
DATED THIS 1ST DAY OF JUNE 2021.

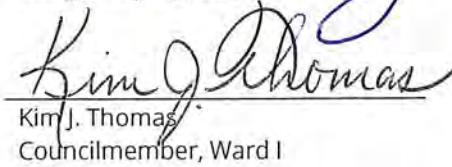

Mike Crawford
Councilmember, Ward I

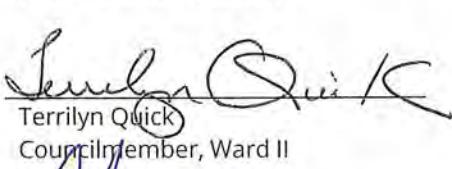

Ronald Sheehan
Councilmember, Ward II

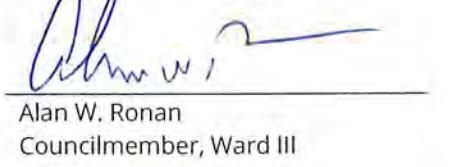

Deb Hale
Councilmember, Ward III

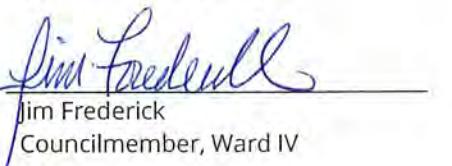

Kelly R. Sell
Councilmember, Ward IV


Douglas Kipdig, Mayor


Kim J. Thomas
Councilmember, Ward I


Terrilyn Quick
Councilmember, Ward II


Alan W. Ronan
Councilmember, Ward III


Jim Frederick
Councilmember, Ward IV

ATTEST:


Pamela A. Buethe, CMC
City Clerk



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MINUTE RECORD

A-2

No. 729 — REDFIELD & COMPANY, INC. OMAHA E1310556LD

LA VISTA CITY COUNCIL MEETING May 18, 2021

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 May 18, 2021. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, Chief of Police Lausten, Director of Public Works Soucie, Director of Administrative Services Pokorny, Library Director Barcal, City Engineer Dowse, Community Development Director Fountain and Deputy City Clerk Patti Anderson.

A notice of the meeting was given in advance thereof by publication in the Times on April 30, 2021. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

Mayor Kindig called the meeting to order, led the audience in the Pledge of Allegiance, and made the announcements.

PROCLAMATION – NATIONAL PUBLIC WORKS WEEK

Mayor Kindig proclaimed May 16 – 22, 2021 as National Public Works Week and presented the proclamation to the Public Works staff.

SERVICE AWARD: GARY GIST – 10 YEARS

Mayor Kindig recognized Gary Gist for 10 years of service to the City.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE MAY 4, 2021 CITY COUNCIL
MEETING
3. APPROVAL OF THE MINUTES OF THE APRIL 15, 2021 PLANNING
COMMISSION MEETING
4. MONTHLY FINANCIAL REPORT – MARCH 2021
5. 2021 ANNUAL TIF REPORT
6. REQUEST FOR PAYMENT – HDR ENGINEERING – PROFESSIONAL
SERVICES – \$532.62
7. REQUEST FOR PAYMENT – DESIGN WORKSHOP, INC – PROFESSIONAL
SERVICES – LA VISTA WAYFINDING – \$11,020.00
8. REQUEST FOR PAYMENT – DESIGN WORKSHOP, INC – PROFESSIONAL
SERVICES – LA VISTA WAYFINDING – \$11,670.00
9. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC –
MISCELLANEOUS SERVICES – \$4,837.50
10. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC –
CENTRAL PARK IMPROVEMENTS – \$2,642.50
11. REQUEST FOR PAYMENT – MARC WOODLE – PROFESSIONAL SERVICES
– CERTIFIED GENERAL APPRAISER – \$1,900.00
12. APPROVAL OF CLAIMS

1-800 RADIATOR, maint.	1,103.00
A-1 BODY INC, maint.	332.40
AA WHEEL & TRUCK SUPPLY INC, maint.	179.74
ACCURATE TESTING INC, services	579.15
ACTION BATTERIES, maint.	229.39
AED ZONE, services	300.00
AKRS EQUIPMENT SOLUTIONS INC, maint.	133.32
ALFRED BENESCH & CO, services	14,991.86
ALldata LLC, services	1,500.00
AMAZON, supplies	565.18

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A-RELIEF, services	141.00
ASPEN EQUIPMENT CO, maint.	1,297.00
BARCAL, ROSE, travel	74.37
BAUER BUILT INC, maint.	1,041.88
CENTER POINT INC, books	364.32
CINTAS CORP, services	407.90
CITY OF OMAHA, services	8,138.72
COMMERCIAL SEEDING, services	3,597.00
CORNHUSKER INTL TRUCKS INC, maint.	18.36
COX COMMUNICATIONS INC, services	280.55
CULLIGAN OF OMAHA, services	9.50
CUMMINS CENTRAL POWER LLC, maint.	255.32
D & K PRODUCTS, services	3,424.00
DELL MARKETING, services	4,632.96
DILLON BROS HARLEY DAVIDSON, maint.	313.48
DXP ENTERPRISES INC, services	119.50
FELSBURG HOLT & ULLEVIG INC, services	262.50
FIRST WIRELESS INC, services	560.00
GENUINE PARTS CO, maint.	58.74
GILMORE & BELL PC, services	2,500.00
GRAINGER, supplies	68.31
GRAYBAR ELECTRIC CO, bldg&grnds	46.53
GT DISTRIBUTORS INC, services	7,105.00
HANNAH CARDEN, services	924.00
HEARTLAND TIRES, maint.	53.49
HEARTLAND WOOD FLOORS, bld&grnds	2,448.50
HURST, JEAN, travel	74.03
INGRAM LIBRARY SERVICES, books	1,992.17
IVERSEN, BEN, tuition	1,500.00
J RETZ LANDSCAPE INC. services	531.00
KANOPIY INC, media	106.00
KEVIN JONES, services	350.00
KEYMASTERS LOCKSMITH, bld&grnds	386.98
KRIHA FLUID POWER CO, maint.	34.89
LARSEN SUPPLY CO, supplies	890.72
LIBRA INDUSTRIES INC, apparel	152.00
LIBRARY ADVANTAGE, supplies	615.00
LIBRARY IDEAS LLC, media	9.50
LOGAN CONTRACTORS SUPPLY, services	397.75
LOVELAND GRASS PAD, services	7.98
MARCO INC, services	456.89
MENARDS-RALSTON, supplies	641.46
MIDWEST TAPE, media	185.05
MIDWEST TURF & IRRIGATION, maint.	336.27
MOTOROLA SOLUTIONS INC, services	20,913.60
MUNICIPAL PIPE TOOL CO, maint.	2,500.00
NATIONAL LEAGUE OF CITIES, services	1,563.00
NE LAW ENFORCEMENT, services	150.00
NE LIBRARY COMMISSION, services	2,566.56
NE NOTARY ASSOC, services	76.18
OCLC INC, services	161.21
OFFICE DEPOT INC, supplies	237.48
OLSSON INC, services	2,162.25
OMAHA SLINGS INC, supplies	152.77
OMNI ENGINEERING, supplies	84.00
ONE CALL CONCEPTS INC, services	359.19
O'REILLY AUTO PARTS, maint.	1,266.94
ORIENTAL TRADING CO, supplies	1,447.05
PAPILLION SANITATION, services	275.70
PER MAR SECURITY, services	126.63

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PETTY CASH, supplies	300.00
RAKA, NMC GROUP INC, maint.	438.97
RDG PLANNING & DESIGN, services	7,478.56
RED WING BUSINESS ACCT, apparel	150.00
SARPY COUNTY COURTHOUSE, services	4,313.96
SARPY COUNTY FISCAL ADMIN, services	1,941.91
SCHAFFER MANUFACTURING CO, services	974.65
SCHOLASTIC LIBRARY PUBLISHING, books	72.80
SECRETARY OF STATE, services	30.00
SIGN IT, services	108.00
SIGN-O-VATION INC, services	427.33
SWAIN CONSTRUCTION INC, services	390,980.36
SWAN ENGINEERING LLC, services	10.40
TED'S MOWER SALES, maint.	223.28
THAI ORCHIDS RESTAURANT, refund	9.00
THE SCHEMMER ASSOCIATES INC, services	632.50
TORNADO WASH LLC, services	175.00
TRAFFIC & PARKING CONTROL CO, maint.	29.75
TRANS UNION RISK, services	75.00
TRUCK CENTER COMPANIES, maint.	477.19
TURFWERKS, maint.	118.21
U.S. CELLULAR, phones	1,822.08
UNITED PARCEL, services	19.49
US POSTAL, services	1,373.50
USBORNE BOOKS & MORE, books	337.76
USIQ INC, supplies	1,227.90
UTILITY EQUIPMENT CO, supplies	15.92
VERIZON CONNECT, phones	631.41
VERIZON WIRELESS, phones	344.06
WAGNER, SCOTT, supplies	86.97
WALMART, supplies	574.34
WELLINGTON, services	2,125.00
WESTLAKE HARDWARE, supplies	1,590.32
WOODHOUSE, maint.	69.84

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

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

City Administrator Gunn reported on Salute to Summer.

Library Director Barcal reported on the Innovation Studio opening May 26-27, 2021.

Chief of Police Lausten provided an update on the search efforts for the missing La Vista boy and the upcoming Police Academy Graduation.

Director of Public Works Soucie reported they are getting the fields ready for Softball, Soccer, and Flag Football Tournaments this weekend, and he gave an update on 108th Street.

B. ZONING TEXT AMENDMENTS – WIRELESS TELECOMMUNICATION FACILITIES

1. PUBLIC HEARING

At 6:11 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the proposed zoning text amendments.

At 6:11 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Crawford. Councilmembers voting aye: Frederick,

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No. 729 — REDFIELD & COMPANY, INC. OMAHA E1310556LD

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

2. ORDINANCE – AMEND SECTON 7.11 OF ZONING ORDINANCE

Councilmember Thomas introduced Ordinance No. 1419 entitled: AN ORDINANCE TO AMEND SECTION 7.11 OF ORDINANCE NO. 848 (ZONING ORDINANCE); TO REPEAL SECTION 7.11 OF ORDINANCE NO. 848 AS PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

Councilmember Sell moved that the statutory rule requiring reading on three different days be suspended. Councilmember Frederick seconded the motion to suspend the rules and roll call vote on the motion. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion passed.

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1419. Councilmember Frederick seconded the motion. The Mayor then stated the question, "Shall Ordinance No. 1419 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the Deputy City Clerk attested the passage/approval of the same and affixed her signature thereto.

2. ORDINANCE – AMEND MASTER FEE ORDINANCE

Councilmember Thomas introduced Ordinance No. 1420 entitled: AN ORDINANCE TO AMEND ORDINANCE NO. 1415, AN ORDINANCE TO ESTABLISH THE AMOUNT OF CERTAIN FEES AND TAXES CHARGED BY THE CITY OF LA VISTA FOR VARIOUS SERVICES INCLUDING BUT NOT LIMITED TO BUILDING AND USE, ZONING, OCCUPATION, PUBLIC RECORDS, ALARMS, EMERGENCY SERVICES, RECREATION, LIBRARY, AND PET LICENSING; SEWER AND DRAINAGE SYSTEMS AND FACILITIES OF THE CITY FOR RESIDENTIAL USERS AND COMMERCIAL USERS (INCLUDING INDUSTRIAL USERS) OF THE CITY OF LA VISTA AND TO GRANDFATHER EXISTING STRUCTURES AND TO PROVIDE FOR TRACT PRECONNECTION PAYMENTS AND CREDITS; REGULATING THE MUNICIPAL SEWER DEPARTMENT AND RATES OF SEWER SERVICE CHARGES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

Councilmember Sell moved that the statutory rule requiring reading on three different days be suspended. Councilmember Frederick seconded the motion to suspend the rules and roll call vote on the motion. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion passed.

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1420. Councilmember Frederick seconded the motion. The Mayor then stated the question, "Shall Ordinance No. 1420 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the Deputy City Clerk attested the passage/approval of the same and affixed her signature thereto.

C. AMERICAN HERITAGE FIREARMS, LLC – CONDITIONAL USE PERMIT – LOT 492 MILLARD HIGHLANDS SOUTH REPLAT - HOME OCCUPATION – GUNSMITHING

1. PUBLIC HEARING

At 6:16 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the proposed Conditional Use Permit. The applicant, Pat & Brian

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Lichter, presented an overview of their plans and were available to answer any questions.

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

2. RESOLUTION

Councilmember Sell introduced and moved for the adoption of Resolution No. 21-053 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR AMERICAN HERITAGE FIREARMS, LLC TO OPERATE A HOME OCCUPATION GUNSMITHING BUSINESS ON LOT 492 MILLARD HIGHLANDS SOUTH REPLAT.

WHEREAS, American Heritage Firearms, LLC has applied for approval of a conditional use permit for a home occupation gunsmithing business on Lot 492 Millard Highlands South Replat, located at 12806 Emilie Street; and

WHEREAS, the La Vista Planning Commission reviewed the application on April 15, 2021 and recommends approval; and

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

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of a Conditional Use Permit in form and content submitted at this meeting, with such modifications that the City Administrator or City Attorney may determine necessary or advisable, for American Heritage Firearms, LLC to allow for a home occupation gunsmithing business on Lot 492 Millard Highlands South Replat.

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

D. RESOLUTION – APPROVE INTERLOCAL AGREEMENT – JAIL SERVICES, PROSECUTORIAL AND INDIGENT DEFENSE SERVICES

Councilmember Hale introduced and moved for the adoption of Resolution No. 21-054 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITIES OF LA VISTA, BELLEVUE, GRETNNA, PAPILLION AND SARPY COUNTY, NEBRASKA TO PROVIDE JAIL, PROSECUTORIAL AND INDIGENT DEFENSE SERVICES.

WHEREAS, Sarpy County owns and maintains a jail facility, provides prosecutorial functions through the County Attorney's Office, and provides indigent defense services through the Office of the Public Defender; and,

WHEREAS, Sarpy County and the Cities are agreeable to housing persons cited or arrested, or sentenced in connection with a citation or arrest, under lawful authority ("Offenders") within the corporate boundaries of the Cities, including those offenders cited, arrested, or sentenced solely for violating a City Municipal Code, in the County Correctional Facility; and,

WHEREAS, Sarpy County and the Cities desire to acknowledge the prosecutorial services provided by the County Attorney and the indigent defense services provided by the Office of the Public Defender; and,

WHEREAS, such an agreement is authorized by the Interlocal Cooperation Act, Neb. Rev. Stat §§ 13-801 to 13-827.

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May 18, 2021

No. 729 — REDFIELD & COMPANY, INC., OMAHA E1310556LD

NOW, THEREFORE, BE IT RESOLVED, that the City Council of La Vista, Nebraska, hereby authorize the Mayor to execute an Interlocal Cooperation Agreement with between the Cities of La Vista, Bellevue, Gretna, Papillion and Sarpy County, Nebraska to provide jail, prosecutorial and indigent defense services.

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

E. RESOLUTION – APPROVE PERSONNEL MANUAL UPDATE

Councilmember Hale introduced and moved for the adoption of Resolution No. 21-055 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AMENDING SECTION III OF THE CITY'S PERSONNEL MANUAL REGARDING A NEPOTISM POLICY AND A DIVERSITY AND INCLUSION STATEMENT.

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, Section III in the manual regarding Nepotism and a Diversity and Inclusion Statement is amended to clarify language and incorporate a nepotism policy and diversity and inclusion statement; and

WHEREAS, it is the desire of the City Council to amend Section III of the Personnel Policy and Procedures Manual to incorporate the changes to the above listed section;

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 changes to Subsection III.

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

COMMENTS FROM THE FLOOR

There were no comments from the floor.

COMMENTS FROM MAYOR AND COUNCIL

Councilmember Frederick commended the La Vista Police Department and citizen efforts in the search for the missing La Vista boy. He also commented on Salute to Summer and the Mayor's recognition of Dottie DeBoer, a long-time resident of La Vista.

Councilmember Quick thanked the City Council for the thoughts and support after her husband passed.

Central Park East/West – City Council Visit

City Council visited Central Park West and Central Park East.

At 7:16 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Sell. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

MINUTE RECORD

May 18, 2021

No. 729 — REDFIELD & COMPANY, INC. OMAHA E1310556LD

PASSED AND APPROVED THIS 1ST DAY OF JUNE 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Patricia Anderson
Deputy City Clerk



CITY OF LA VISTA
8116 PARK VIEW BOULEVARD
LA VISTA, NE 68128
P: (402) 331-4343

PLANNING COMMISSION MINUTES
MAY 20, 2021 6:30 P.M.

The City of La Vista Planning Commission held a meeting on Thursday, May 20th, 2021 in the Harold "Andy" Anderson Council Chamber at La Vista City Hall, 8116 Park View Boulevard. Chairman Wetuski called the meeting to order at 6:30 p.m. with the following members present: Mike Krzywicki, Gayle Malmquist, Harold Sargus, John Gahan, Patrick Coghlan, and Josh Frey. Members absent were: Jason Dale, Mike Circo, and Kathleen Alexander. Also, in attendance were Chris Solberg, Deputy Community Development Director; Bruce Fountain, Community Development Director; Cale Brodersen, Assistant City Planner; Meghan Engberg, Permit Technician; Rachel Carl, Assistant to City Administrator; Jeff Calentine, Deputy Director of Public Works; and Pat Dowse, City Engineer.

Legal notice of the public meeting and hearing were posted, distributed, and published according to Nebraska law. Notice was simultaneously given to all members of the Planning Commission. All proceedings shown were taken while the convened meeting was open to the attendance of the public.

1. Call to Order

The meeting was called to order by Chairman Wetuski at 6:30 p.m. Copies of the agenda and staff reports were made available to the public.

2. Approval of Meeting Minutes – April 15, 2021

Malmquist moved, seconded by Sargus, to approve the April 15th, 2021 minutes. Ayes: Krzywicki, Gahan, Coghlan, Frey, Sargus, Wetuski, and Malmquist. Nays: None. Abstain: None. Absent: Dale, Circo, and Alexander. Motion Carried, (7-0)

3. Old Business

None.

4. New Business

A. Final Plat – La Vista City Centre Replat 4 – La Vista City Centre, LC

- i. **Staff Report – Christopher Solberg, AICP:** Solberg stated that the Final Plat for La Vista City Centre Replat 4 was first presented to and approved by the Planning Commission in March of 2020. However there were delays in the project and in the recording of the Final Plat due to the pandemic. This agenda item then came before the Planning Commission again this past February because the Subdivision Regulations require that the Final Plat come back for reapproval if it is not recorded with the Sarpy County Register of Deeds within 90 days. It was approved by the Commission, but never went to City Council because staff was waiting for other items related to this project to come forward. Since the last approval in February, the

City's architect that is designing the pavilion in Central Park has requested some minor changes to the lot lines to more appropriately accommodate the City's planned facility. Staff recommends reapproval of the Final Plat for La Vista City Centre Replat 4, subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, recording of redevelopment agreement amendment, subdivision agreement amendment, and applicable property conveyances.

- ii. **Recommendation:** Gahan moved, seconded by Frey, to recommend approval for La Vista City Centre Replat 4 Final Plat, La Vista City Centre, LLC. **Ayes:** Krzywicki, Gahan, Coghlan, Frey, Sargus, Wetuski, and Malmquist. **Nays:** None. **Abstain:** None. **Absent:** Dale, Circo, and Alexander. **Motion Carried, (7-0)**

B. 2022-2026 Capital Improvement Plans

- i. **Staff Report- Rachel Carl & Jeff Calentine:** Calentine introduced Rachel Carl, who has recently started a new role with the City as Assistant to the City Administrator. He prefaced that Rachel will be coordinating and presenting on the Capital Improvements Plan from now on as part of her role. Carl presented the CIP for the years 2022-2026, breaking down the individual projects into 4 main categories; Streets, Sewers, Parks, and Public Facilities. Carl also updated the Commission on changes that have been made to previously programmed projects.

Calentine updated the Commission on the East La Vista Sewer Project and Pavement Rehabilitation project. He said that the project has started to gain traction and may be starting shortly. Calentine mentioned that he had submitted a needs assessment to the State of Nebraska for some loan funding for this project. The State recently approved a 0% interest loan for this type of sanitary sewer work, and this project is eligible. Calentine said that City staff have met with HDM, who had done some preliminary design and investigative work on the original House of Nines area (Harrison St. to South 69th and east of 72nd St.) where there is some sanitary sewer work that needs to be done and we have them working on a final design for the project.

Sargus asked if every area indicated on the shown map was going to be replaced.

Calentine said that most of the sanitary sewer will be CIPP lined, but that there are some areas that will have to be dug down and point replacements will need to be done. They will be lining some of the laterals that connect to the City's main outside of their pavement, so if a homeowner must replace their sanitary line, it won't affect the pavement rehabilitation that will have recently been completed.

Gahan mentioned the street cut on Park View Blvd. and asked if that situation will be avoided in East La Vista by lining the laterals outside of the pavement.

Calentine confirmed that it would be.

Frey brought up the Cimarron Woods Project and asked why the City would be responsible for a culvert that goes under a railroad.

Dowse said that the way the project is set up, the SID is going to do majority of the work. The City is going to help with the design and permitting process.

Frey asked if there was any responsibility on the railroad's part.

Dowse said they have worked with the railroad tirelessly for the past couple of years and that the railroad feels it isn't their issue.

Fountain mentioned the planning studies included in the CIP that are going to be started and will eventually be presented to the Commission for review and recommendation. The studies will look at a land use plan update as well as a bicycle and pedestrian trails plan.

Krzywicki asked if there was anything in the packet that gave an update on the West Giles Road project to align it with Giles Rd.

Solberg said it's on their radar long-term, but it has a large dollar figure to it, and they are looking at a few different financing options to help get that completed.

ii. **Public Hearing: Wetuski opened the Public Hearing.**

Wetuski closed the Public Hearing as no members of the public came forward.

iii. **Recommendation:** Malmquist moved, seconded by Sargus, to recommend approval of the 2022-2026 Capital Improvement Plan as presented. **Ayes: Krzywicki, Gahan, Coghlan, Frey, Sargus, Wetuski, and Malmquist. Nays: None. Abstain: None.**
Absent: Dale, Circo, and Alexander. Motion Carried, (7-0)

5. Comments from the Floor

None.

6. Comments from the Planning Commission

None.

7. Comments from Staff

Fountain mentioned that the American Heritage Firearms, LLC Conditional Use Permit was approved by City Council Tuesday night, as well as the Zoning Text Amendment for the Wireless Communications Facilities update.

Fountain mentioned that the City Council is letting the facemask mandate expire May 25th and they will not be renewing it at this time. He said that CDC guidelines will be followed throughout the City and City Staff will not be required to wear facemasks if fully vaccinated. He said that Commissioners will not have to wear facemasks to meetings if they are fully vaccinated but we would encourage those who are not to continue wearing them.

Krzywicki asked if there were any future plans to livestream and keep archived online any public meetings.

Solberg said that was considered when the Council Chambers system was initially set up, but the strategic decision was made not to at that time. Solberg said that it is something they have reconsidered recently, but it just hasn't gone forward yet.

Krzywicki said that the reason he brought it up was because he has witnessed a lot of concern from La Vista residents on social media about things the City does and the more information that gets put out there, the less surprises there are when something happens.

Solberg said that La Vista's Community Relations Coordinator has done a great job with social media so far and that it's an item that's been discussed with Community Development. One idea we are exploring is an annual report to the public on past and future developments. Solberg said that multiple options are being considered and agreed that more information provided to the public would be beneficial.

8. Adjournment

Wetuski adjourned the meeting at 6:54 p.m.



April 30, 2021

Project No: R3003.066.00
 Invoice No: 48561

Rita Ramirez
 Assistant City Administrator
 City of La Vista
 8116 Parkview Blvd
 La Vista, NE 68128

Project R3003.066.00 LaVista, City of - Placemaking & LA Svcs

Professional Services through April 30, 2021

Fee

Billing Phase	Fee	Billed %	Earned	Prior Fee	Current Fee
Planning	237,167.50	100.00	237,167.50	237,167.50	0.00
Schematic Design	12,482.50	10.0001	1,248.26	549.74	698.52
Total Fee	249,650.00		238,415.76	237,717.24	698.52
Total Fee					698.52
Total this Invoice					\$698.52

Outstanding Invoices

Number	Date	Balance
48454	3/31/2021	7,478.56
Total		7,478.56

PO Number: 20-008351

R. Ramirez
 5/25/21





City of La Vista

Detailed Payment

96th St - Portal to Harrison & 108th St - Giles to Harrison

Description 2021 - Pavement Reconstruction & Pavement Rehabilitation
Payment Number 2
Pay Period 04/18/2021 to 05/15/2021
Prime Contractor Swain Construction
 6002 N 89th Cir
 Omaha, NE 68134
Payment Status Pending
Awarded Project Amount \$3,740,796.57
Authorized Amount \$3,740,796.57
Remarks Revised - Include Curb Inlet Protection Laid Out 5/12/21.

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
Section: 1 - Description										
0010	10.0	LS	\$296,096.000	1.000	0.000	0.500	0.500	0.500	\$0.00	\$148,048.00
Mobilization										
0020	20.0	EA	\$353.000	76.000	50.000	20.000	70.000	70.000	\$17,650.00	\$24,710.00
Install Curb Inlet Protection										

Line Number	Item ID	Item	Unit Price	Authorized Quantity	Current Paid Quantity	Providers Paid Quantity	Total Quantity Paid To Date	Total Quantity Filled To Date	Chosen Payment Amount	Total Amount Paid To Date
0030	30.0	LF	\$8.620	350.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Install Silt Fence										
0040	40.0	SY	\$13.000	6,889.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove Pavement										
0050	50.0	SY	\$5.920	29,500.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Perform 3" Cold Planning – Concrete										
0060	60.0	TON	\$104.000	3,400.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Construct 2" Asphalt Surface Course, Type SPH (PG64-34)										
0070	70.0	TON	\$99.400	1,700.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Construct 1" Asphalt Wedge Course, Type SPR-Fine (PG64-34)										
0080	80.0	SY	\$13.000	6,889.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Construct 4" Aggregate Base Course										
0090	90.0	SY	\$36.250	75.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Unsuitable Subgrade Material										
0100	100.0	SY	\$9.520	6,889.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Subgrade Preparation										
0110	110.0	TON	\$150.000	250.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Construct Fly Ash Stabilization										
0120	120.0	SY	\$75.600	6,889.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Construct 10" Concrete Pavement (Type L65)										
0130	130.0	SY	\$95.200	6,740.000	793.350	935.300	1,728.650	1,728.650	\$75,526.92	\$164,567.48
Construct 10" Concrete Pavement Repair (Type L655)										

Detailed Payment:

05/18/2021

96th St - Portal to Harrison & 108th St - Giles to Harrison

Page 2 of 8

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Unit Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Account	Total Amount Paid To Date
0140	140.0	SY	\$102.000	1,625.000	483.810	304.810	788.620	788.620	\$49,348.62	\$80,439.24
Construct 10" Concrete Pavement Repair (Type L85)										
0150	150.0	EA	\$5.760	1,860.000	493.000	508.000	1,001.000	1,001.000	\$2,839.68	\$5,765.76
Install Epoxy Coated Tie Bars (Pavement Repair)										
0160	160.0	EA	\$777.000	10.000	0.000	1.000	1.000	1.000	\$0.00	\$777.00
Adjust Utility Valve to Grade										
0170	170.0	EA	\$1,213.000	22.000	1.000	1.000	2.000	2.000	\$1,213.00	\$2,426.00
Adjust Manhole to Grade										
0180	180.0	SF	\$7.690	22,055.000	2,617.750	2,213.000	4,830.750	4,830.750	\$20,130.50	\$37,148.47
Construct 6" Sidewalk Repair										
0190	190.0	SF	\$6.050	265.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Construct Sidewalk Curb Wall										
0200	200.0	SF	\$8.470	784.000	164.000	126.000	290.000	290.000	\$1,389.08	\$2,456.30
Construct 6" Imprinted PCC Surface										
0210	210.0	SF	\$8.960	13,264.000	605.060	0.000	605.060	605.060	\$5,421.34	\$5,421.34
Construct 6" PCC Median Surfacing Repair										
0220	220.0	EA	\$2,118.000	3.000	1.000	0.000	1.000	1.000	\$2,118.00	\$2,118.00
Relocate Median Nose										
0230	230.0	EA	\$3,700.000	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Relocate Pull Box										
0240	240.0	EA	\$615.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Adjust Pull Box to Grade										

Detailed Payment:

96th St - Portal to Harrison & 108th St - Giles to Harrison

05/18/2021

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Line Number	Line ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity	Total Quantity Paid To Date	Planned To Date	Current Payment Amount	Total Amount Paid To Date
0250	250.0	EA	\$250.000	51.000	10.000	12.000	22.000	22.000		\$2,500.00	\$5,500.00
Clearing and Grubbing per Intersection Corner											
0260	260.0	LF	\$38.250	871.000	194.000	175.000	369.000	369.000		\$7,420.50	\$14,114.25
Repair Curb and Gutter											
0270	270.0	SF	\$14.200	2,657.000	291.000	302.000	593.000	593.000		\$4,132.20	\$8,420.60
Construct PCC Curb Ramp											
0280	280.0	SF	\$25.700	560.000	104.000	104.000	208.000	208.000		\$2,672.80	\$5,345.60
Construct Detectable Warning Panel											
0290	290.0	SF	\$58.000	240.000	0.000	0.000	0.000	0.000		\$0.00	\$0.00
Construct Segmental Retaining Wall											
0300	300.0	EA	\$3,194.000	57.000	10.000	17.000	27.000	27.000		\$31,940.00	\$86,238.00
Remove and Replace Curb Inlet Top											
0310	310.0	LF	\$3.630	3,025.000	0.000	0.000	0.000	0.000		\$0.00	\$0.00
Crack or Joint Repair – Type “A”											
0320	320.0	SY	\$216.000	225.000	0.000	0.000	0.000	0.000		\$0.00	\$0.00
Crack or Joint Repair – Type “B” (96 St.)											
0330	330.0	LF	\$7.190	3,500.000	0.000	0.000	0.000	0.000		\$0.00	\$0.00
Crack or Joint Repair – Type “B” (108 St.)											
0340	340.0	EA	\$203.000	60.000	12.000	0.000	12.000	12.000		\$2,436.00	\$2,436.00
Remove and Install New Sprinkler System Head											
0350	350.0	SY	\$2.030	1,714.000	717.890	247.890	965.780	965.780		\$1,457.31	\$1,960.53
Install Rolled Erosion Control, Type II With Seeding – Type B											

Detailed Payment:

96th St - Portal to Harrison & 108th St - Giles to Harrison

05/18/2021

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Line Item	Item ID	Unit	Part Price	Authorized Quantity	Current Yield	Previous Part Quantity	Total Quantity	Total Quantity Shipped To Date	Current Payment Amount	Total Amount
0360	360.0	LF	\$0.520	4,100.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Temporary Paint Marking – 5" White										
0370	370.0	LF	\$0.520	3,460.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Temporary Paint Marking – 5" Yellow										
0380	380.0	LF	\$2.900	648.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Install Permanent Paint Marking – 5" White Grooved (96 St. Reconstruction)										
0390	390.0	LF	\$1.740	683.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Install Permanent Paint Marking – 5" White (Pavement Repair)										
0400	400.0	LF	\$3.480	104.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Install Permanent Paint Marking – 5" Yellow (Pavement Repair)										
0410	410.0	LF	\$11.600	6.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Install Permanent Paint Marking – 12" White (Pavement Repair)										
0420	420.0	LF	\$7.540	64.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Install Permanent Paint Marking – 24" White (Pavement Repair)										
0430	430.0	LF	\$5.920	4,100.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Install Permanent Preformed Tape Type 3, 5" White										
0440	440.0	LF	\$5.920	3,460.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Install Permanent Preformed Tape Type 3, 5" Yellow										
0450	450.0	EA	\$406.000	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Install Permanent Preformed Tape Symbol Type Directional Arrow, White (Right)										
0460	460.0	EA	\$377.000	25.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Install Permanent Preformed Tape Symbol Type Directional Arrow, White (Left)										

Detailed Payment:

96th St - Portal to Harrison & 108th St - Giles to Harrison

05/18/2021

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Line Number	Item #	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Shipped To Date	Current Payment Amount	Total Amount Paid To Date
0470	470.0	EA	\$348.000	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Install Permanent Preformed Tape Symbol Type Directional Arrow, White (Thru)										
0480	480.0	Day	\$87.000	112.000	0.000	14.000	14.000	14.000	\$0.00	\$1,218.00
Furnish Changeable Message Sign										
0490	490.0	Day	\$58.000	305.000	42.000	29.000	71.000	71.000	\$2,436.00	\$4,118.00
Furnish Flashing Arrow Panel										
0500	500.0	Day	\$190.000	175.000	24.000	20.000	44.000	44.000	\$4,560.00	\$8,360.00
Provide Temporary Traffic Control										
0510	510.0	Day	\$341.000	290.000	4.000	2.000	6.000	6.000	\$1,364.00	\$2,046.00
Provide Flagger										
0520	520.0	per HR	\$64.250	60.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Rental of Skid Loader, Fully Operated										
0530	530.0	per HR	\$88.000	60.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Rental of Dump Truck, Fully Operated										
0540	540.0	LS	\$114,688.000	1.000	0.000	0.500	0.500	0.500	\$0.00	\$57,344.00
Contractor Provided Construction Surveying and Staking										
0550	550.0	EA	\$1,119.000	6.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Protection of Curb Inlet										
								Section Totals:	\$236,555.95	\$670,978.57
								Total Payments:	\$236,555.95	\$670,978.57

Detailed Payment:

96th St - Portal to Harrison & 108th St - Giles to Harrison

05/18/2021

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Time Charges

Time Line	Original Deadline	Authorized Deadline	Charges This Period	Damages This Period	Days Late/Advanced To Date	Days Remaining To Date	Damages To Date
Complete All Work by Deadline	10/30/2021	10/30/2021	N/A	\$0.00	N/A	168.0 Days	\$0.00
						Total Damages:	\$0.00

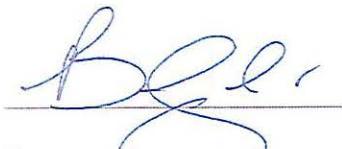
Summary

Current Approved Work:	\$236,555.95
Current Stockpile Advancement:	\$0.00
Current Stockpile Recovery:	\$0.00
Current Retainage:	\$23,655.60
Current Retainage Released:	\$0.00
Current Liquidated Damages:	\$0.00
Current Adjustment:	\$0.00
Current Payment:	\$212,900.35
Previous Payment:	\$390,980.36

Approved Work To Date:	\$670,978.57
Stockpile Advancement To Date:	\$0.00
Stockpile Recovery To Date:	\$0.00
Retainage To Date:	\$67,097.86
Retainage Released To Date:	\$0.00
Liquidated Damages To Date:	\$0.00
Adjustments To Date:	\$0.00
Payments To Date:	\$603,880.71
Previous Payments To Date:	\$390,980.36

Funding Details

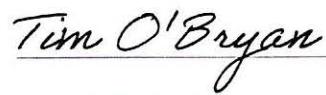
Default Fund Package:	\$0.00	Default Fund Package To Date:	\$0.00
M-376(390) 96th St.:	\$0.00	M-376(390) 96th St. To Date:	\$57,344.00
M-376(391) 108th St.:	\$236,555.95	M-376(391) 108th St. To Date:	\$613,634.57
Current Payment:	\$236,555.95	Payments To Date:	\$670,978.57



Contractor Representative

5/18/21

Date



Tim O'Bryan

Benesch Project Manager

5/19/21

Date



Peter

City of La Vista Representative

5/25/21

Date

On To Pay
PMD 5/25/21
05.21.0917-STR20002 - \$212,900.35



Pat Dowse
City Engineer
City of La Vista
9900 Portal Road
La Vista, NE 68128

May 14, 2021
Project No: 00120661.00
Invoice No: 182591

96th & 108th St Pavement Rehabilitation
M-376 (390) & M-376 (391)

Professional Services from April 12, 2021 to May 9, 2021

Task 00001 Project Management
Professional Personnel

	Hours	Rate	Amount
E1a Professional Engineer/Project Mgr O'Bryan, Timothy	26.00	181.00	4,706.00
Totals	26.00		4,706.00
Total Labor			4,706.00
			Total this Task
			\$4,706.00

Task 00005 Construction Observation
Professional Personnel

	Hours	Rate	Amount
E1a Professional Engineer/Project Mgr O'Bryan, Timothy	3.00	181.00	543.00
E3a Construction Representative III Barahona, Alejandro	164.00	103.00	16,892.00
E5 Eng Tech II, Insp II, Env Tech II Salisbury, Tracy	1.00	85.00	85.00
Totals	168.00		17,520.00
Total Labor			17,520.00

Unit Billing

5/9/2021	2019 Chevy Silverado-WBR362 22WD55	642.0 Miles @ 0.56	359.52
5/9/2021	2016 Chevy Silverado-UJB461 223JR7	148.0 Miles @ 0.56	82.88
	Total Units		442.40
		Total this Task	\$17,962.40

Task 00006 Material Testing

Unit Billing		
CF1 Slump, Air, four 6"x12" cylinders	2.0 Sets @ 85.00	170.00
CF10 Concrete Coring	2.0 Each @ 118.00	236.00

Project	00120661.00	La Vista 96th & 108th St Pavement Rehab	Invoice	182591
CF2 Cast Additional Cylinder		6.0 Each @ 15.00	90.00	
CL2 Comp Strength of 6"x12" Cylinders		94.0 Each @ 24.00	2,256.00	
CL5 Measure Core Lengths		2.0 Each @ 29.00	58.00	
M2 Trip Charge		23.0 Each @ 72.00	1,656.00	
M3 Coring Mobilization		1.0 Each @ 118.00	118.00	
SLF1 Subgrade Density		4.0 Each @ 34.00	136.00	
Total Units			4,720.00	4,720.00
			Total this Task	\$4,720.00
Billing Limits		Current	Prior	To-Date
Total Billings		27,388.40	129,523.32	156,911.72
Limit				490,811.50
Remaining				333,899.78
			Total this Invoice	<u>\$27,388.40</u>

OK to Pay
PMD 5/26/21
PO #21-008952

User: mgustafson

DB: La Vista

Check #

Check #	Check Date	Vendor Name	Amount	Voided
134741	05/19/2021	DESIGN WORKSHOP INC	22,690.00	N
134742	05/19/2021	MARC WOODLE	1,900.00	N
134743	05/19/2021	THOMPSON DREESSEN & DORNER, IN	7,480.00	N
134744	05/19/2021	UNITED STATES POSTAL SERVICE	1,373.50	N
134745	05/19/2021	HDR ENGINEERING INC	532.62	N
134746	05/20/2021	PUBLIC AGENCY TRAINING COUNCIL	525.00	N
134747	06/01/2021	AA WHEEL & TRUCK SUPPLY INC	89.82	N
134748	06/01/2021	ACCENT DRYWALL SUPPLY CO.	70.56	N
134749	06/01/2021	ACCO UNLIMITED CORPORATION	1,473.63	N
134750	06/01/2021	AMAZON CAPITAL SERVICES, INC.	318.84	N
134751	06/01/2021	ANDERSON FORD OF LINCOLN	11,955.00	N
134752	06/01/2021	ANDERSON FORD OF LINCOLN	11,955.00	N
134753	06/01/2021	ANGELA HUSSMAN	33.00	N
134754	06/01/2021	AT&T MOBILITY LLC	97.40	N
134755	06/01/2021	AXON ENTERPRISE INC	2,468.30	N
134756	06/01/2021	BACON LETTUCE CREATIVE	3,000.00	N
134757	06/01/2021	BAUER BUILT INC	180.36	N
134758	06/01/2021	BERGANKDV LLC	2,000.00	N
134759	06/01/2021	BIBLIOTHECA LLC	1.39	N
134760	06/01/2021	BISHOP BUSINESS EQUIPMENT COMPA	133.34	N
134761	06/01/2021	BODY BASICS INC	472.00	N
134762	06/01/2021	CARROT-TOP INDUSTRIES INC	1,487.62	N
134763	06/01/2021	CENTER POINT, INC.	44.34	N
134764	06/01/2021	CINTAS CORPORATION NO. 2	168.01	N
134765	06/01/2021	CITY OF PAPILLION	219,476.37	N
134766	06/01/2021	CIVICPLUS	22,719.81	N
134767	06/01/2021	COMP CHOICE INC	355.00	N
134768	06/01/2021	COX COMMUNICATIONS, INC.	147.03	N
134769	06/01/2021	CULLIGAN OF OMAHA	9.50	N
134770	06/01/2021	D & K PRODUCTS	7,481.00	N
134771	06/01/2021	DATASHIELD CORPORATION	20.00	N
134772	06/01/2021	DELL MARKETING L.P.	343.99	N
134773	06/01/2021	DEMCO INCORPORATED	363.93	N
134774	06/01/2021	DIAMOND VOGEL PAINTS	292.50	N
134775	06/01/2021	DOUGLAS COUNTY SHERIFF'S OFC	262.50	N
134776	06/01/2021	DULTMEIER SALES LLC	68.50	N
134777	06/01/2021	EDGEWEAR SCREEN PRINTING	4,994.00	N
134778	06/01/2021	FASTENAL COMPANY	7.20	N
134779	06/01/2021	FBG SERVICE CORPORATION	5,965.00	N
134780	06/01/2021	FIKES COMMERCIAL HYGIENE LLC	60.00	N
134781	06/01/2021	FITZGERALD SCHORR BARMETTLER	28,221.70	N
134782	06/01/2021	G I CLEANERS & TAILORS	196.25	N
134783	06/01/2021	GALE	124.45	N
134784	06/01/2021	GRAYBAR ELECTRIC COMPANY INC	102.24	N
134785	06/01/2021	GREAT PLAINS UNIFORMS	2,960.00	N
134786	06/01/2021	HANNAH CARDEN	275.00	N
134787	06/01/2021	HARM'S CONCRETE INC	215.00	N
134788	06/01/2021	HEIMES CORPORATION	88.74	N
134789	06/01/2021	HELGET SAFETY SUPPLY INC	90.00	N
134790	06/01/2021	HOBBY LOBBY STORES INC	45.95	N
134791	06/01/2021	HY-VEE INC	110.00	N
134792	06/01/2021	INDUSTRIAL SALES COMPANY INC	1,812.22	N
134793	06/01/2021	INGRAM LIBRARY SERVICES	201.50	N
134794	06/01/2021	J RETZ LANDSCAPE, INC	5,693.19	N
134795	06/01/2021	KEYMASTERS LOCKSMITH	26.00	N
134796	06/01/2021	LA VISTA COMMUNITY FOUNDATION	980.05	N
134797	06/01/2021	LABRIE, DONALD P	187.50	N
134798	06/01/2021	LARSEN SUPPLY COMPANY	712.56	N
134799	06/01/2021	LERNER PUBLISHING GROUP	426.51	N
134800	06/01/2021	LG PLAYGROUNDS LLC	45.75	N

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
134801	06/01/2021	LIBRARY IDEAS LLC	1,636.20	N
134802	06/01/2021	LOGAN CONTRACTORS SUPPLY	145.25	N
134803	06/01/2021	LOU'S SPORTING GOODS	791.94	N
134804	06/01/2021	LOVELAND GRASS PAD	781.08	N
134805	06/01/2021	MANDY GRYSKIEWICZ	33.00	N
134806	06/01/2021	MENARDS-RALSTON	211.34	N
134807	06/01/2021	METRO AREA TRANSIT	908.00	N
134808	06/01/2021	METROPOLITAN COMMUNITY COLLEG	9,665.93	N
134809	06/01/2021	MICROFILM IMAGING SYSTEMS, INC.	180.00	N
134810	06/01/2021	MIDWEST TAPE	146.96	N
134811	06/01/2021	MIRACLE RECREATION EQUIPMENT	1,813.82	N
134812	06/01/2021	MOBOTREX, INC.	4,576.00	N
134813	06/01/2021	MOTOROLA SOLUTIONS INC	746.90	N
134814	06/01/2021	NICHE ACADEMY LLC	1,600.00	N
134815	06/01/2021	ODEYS INCORPORATED	525.85	N
134816	06/01/2021	OFFICE DEPOT INC	361.40	N
134817	06/01/2021	OMAHA COMPOUND COMPANY	235.09	N
134818	06/01/2021	OMAHA WORLD-HERALD	625.22	N
134819	06/01/2021	OMNI ENGINEERING	124.60	N
134820	06/01/2021	PAPILLION SANITATION	1,249.86	N
134821	06/01/2021	PEPSI COLA COMPANY	794.04	N
134822	06/01/2021	PER MAR SECURITY SERVICES	131.73	N
134823	06/01/2021	PETTY CASH-PAM BUETHE	50.00	N
134824	06/01/2021	READY MIXED CONCRETE COMPANY	2,746.63	N
134825	06/01/2021	SARPY COUNTY COURTHOUSE	4,313.96	N
134826	06/01/2021	STOLTENBERG NURSERIES	2,253.52	N
134827	06/01/2021	STREETSCAN	7,500.00	N
134828	06/01/2021	SUBURBAN NEWSPAPERS INC	813.16	N
134829	06/01/2021	SUN COUNTRY DISTRIBUTING LTD	167.93	N
134830	06/01/2021	SWAN ENGINEERING LLC	15.88	N
134831	06/01/2021	THE COLONIAL PRESS, INC	9,365.37	N
134832	06/01/2021	THE NEW YORK TIMES	150.00	N
134833	06/01/2021	TY'S OUTDOOR POWER & SERVICE	51.13	N
134834	06/01/2021	VOGEL TRAFFIC SERVICES	12,812.50	N
134835	06/01/2021	WATCHGUARD, INC.	1,380.00	N
134836	06/01/2021	WESTLAKE HARDWARE INC NE-022	29.88	N
134837	06/01/2021	ZEE MEDICAL SERVICE INC	333.50	N
TOTAL:				444,798.34

APPROVED BY COUNCIL MEMBERS ON: 06/01/2021

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JUNE 1, 2021 AGENDA

Subject:	Type:	Submitted By:
ECONOMIC DEVELOPMENT PROGRAM APPROVE APPLICATION SUPPLEMENT & ADDITIONAL AWARD APPROVE ECONOMIC DEVELOPMENT PROGRAM BOND PRINCIPAL INCREASE	◆ RESOLUTION (1) ◆ ORDINANCE (1) RECEIVE/FILE	RITA RAMIREZ ASSISTANT CITY ADMINISTRATOR/ DIRECTOR OF COMMUNITY SERVICES

SYNOPSIS

An ordinance has been prepared to approve an application supplement and additional award of \$2.5 million under the City's Economic Development Program for construction and equipping of the approved state of the art, indoor/outdoor live performance venue. A resolution has been prepared to amend resolution 20-032 to increase Economic Development Program bond principal to \$5.7 million to fund the increased award.

FISCAL IMPACT

An amendment to the FY21/FY22 Biennial Budget would be required to provide funding authority for the bonds to fund the Economic Development Program grant and award. An amendment would be requested as part of the overall FY21/FY22 Mid-Biennial Budget review scheduled for July 2021.

RECOMMENDATION

Approval.

BACKGROUND

Pursuant to voter approval, the City in 2003 established the City's Economic Development Program ("Program"), giving the City flexibility among other things to respond to desirable opportunities for community or economic development using funds raised from local sources of revenue to provide incentives or investment in the La Vista community.

An initial application of City Centre Music Venue, LLC (on behalf of itself and Astro Theater, LLC) and award of \$3.0 million under the Program was approved by Ordinance No. 1388 in connection with approval of the state of the art, indoor/outdoor event center last year. A supplement to the initial application was submitted for an additional award of \$2.5 million, with the initial \$3.0 million to be discharged upon project completion and the additional \$2.5 million repaid with interest no later than September 30, 2029 and secured by a letter of credit. Features of the event center remain the same.

The application supplement was reviewed by the Program Administrator, who determined that the application supplement and initial application as modified appeared viable and referred the application supplement and other information to the Application Review Committee for review and recommendation. The Program Administrator also provided the application supplement and other information to, and sought advice and

recommendation of, the Citizen Advisory Review Committee. A copy of the application supplement also was provided to Stone Planning, LLC, the City's consultant that reviewed and recommended the initial application. The consultant's conclusion remains essentially the same - that this is an excellent opportunity for the City.

The Application Review Committee recommended approval of the application supplement and additional award, and submission of the application supplement to the City Council for consideration of approval and funding. The Citizen Advisory Review Committee ratified and adopted the Application Review Committee's recommendation. Documents in connection with the award(s) have been prepared as on file with the City Clerk.

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL, LA VISTA, NEBRASKA, MAKING FINDINGS; APPROVING RECOMMENDATIONS, APPLICATION SUPPLEMENT AND ADDITIONAL AWARD OF \$2.5 MILLION UNDER CITY ECONOMIC DEVELOPMENT PROGRAM FOR EVENT CENTER TO BE CONSTRUCTED BY CITY CENTRE MUSIC VENUE, LLC, SUBJECT TO SPECIFIED CONDITIONS; AUTHORIZING FURTHER ACTIONS; AND PROVIDING FOR SEVERABILITY, PUBLICATION AND AN EFFECTIVE DATE.

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

SECTION 1. Findings. The Mayor and City Council find, determine, ratify, affirm and approve the following:

1. The Nebraska Legislature made the following findings in Neb. Rev. Stat. Section 18-2702:
 - a. There is a high degree of competition among states and municipalities in our nation in their effort to provide incentives for businesses to expand or to locate in their respective jurisdictions;
 - b. Municipalities in Nebraska are hampered in their efforts to effectively compete because of their inability under Nebraska law to respond quickly to opportunities or to raise sufficient capital from local sources to provide incentives for the provision of new services or business location or expansion decisions which are tailored to meet the needs of the community;
 - c. The ability of a municipality to encourage the provision of new services or business location and expansion has a direct impact not only upon the economic well-being of the community and its residents but upon the whole state as well; and
 - d. There is a need to provide Nebraska municipalities with the opportunity of providing assistance to business enterprises in their communities, whether for expansion of existing operations, the creation of new businesses, or the provision of new services, by the use of funds raised by local taxation when the voters in the municipality determine that it is in the best interest of their community to do so.
2. Based on these findings, the Legislature enacted the Local Option Municipal Economic Development Act ("Act"), Neb. Rev. Stat. Sections 18-2701 to 18-2738, in 1991, as subsequently amended, allowing municipalities including cities of the first class in Nebraska to establish economic development programs and use local sources of revenue for financial assistance to qualifying businesses upon voter approval.
3. The City of La Vista voter-approved Economic Development Program is codified in La Vista Municipal Code Chapter 117 ("La Vista Economic Development Program" or "Program"). In establishing the La Vista Economic Development Program, the Mayor and City Council stated a purpose of the Economic Development Program as giving the City flexibility to quickly respond to desirable opportunities for community or economic development using funds raised from local sources of revenue to provide incentives or investment in the La Vista community or its infrastructure for the location or expansion of services or businesses or rehabilitation of residential neighborhoods in or near the City.
4. Neb. Rev. Stat. Section 18-2738 provides that the powers conferred by the Act shall be in addition and supplemental to the powers conferred by any other law and shall be independent of and in addition to any other provisions of the law of Nebraska, including the Community Development Law.
5. Neb. Rev. Stat. Section 18-2738 further provides that the Act and all grants of power, authority, rights, or discretion to the City under the Act shall be liberally

construed, and all incidental powers necessary to carry the Act into effect are expressly granted to and conferred upon the City.

6. Section 117.14 of the La Vista Economic Development Program provides broad authority for the City to provide financial assistance to qualifying businesses, including direct loans or grants to qualifying businesses.
8. Ordinance No. 1388 approved the initial application ("Original Application") of City Centre Music Venue, LLC on behalf of itself and Astro Theater, LLC ("Applicant") and \$3.0 million award ("Initial Award") under the Economic Development Program in connection with approval of the event center in La Vista City Centre - a proposed state of the art, best in market live specialty indoor/outdoor performance and entertainment event center and related improvements in the Mixed Use Redevelopment Project of the 84th Street Redevelopment Area, scaled and operated in a manner unique to the region and expected to draw new performers and visitors to La Vista ("Event Center").
9. A supplement to the Original Application ("Application Supplement") was submitted for an additional \$2.5 million Program award ("Incremental Award"), with the Initial Award to be discharged upon completion of the Event Center, and the Incremental Award repaid with interest no later than September 30, 2029 and secured by a bank letter of credit or other security satisfactory to the City Administrator or City Administrator's designee. Features of the Event Center remain as described in the Original Application approved by the City Council.
10. Total estimated cost to design, construct, acquire, and equip the proposed project is \$23.6 million. Applicant will finance and contribute funds to pay remaining costs of the project in excess of Program award(s). The City would not have any responsibility with respect to the Event Center, including without limitation, its construction, equipping, upkeep, maintenance, repairs, or replacement. Applicant, as a condition of Program award(s), agrees that the Event Center and related parking in perpetuity will be subject to the City's Right of Use not less than ten (10) days per year as described in applicable documents including Ordinance No. 1388. Such Right of Use will be subject to any additional requirements specified in connection with Program award(s) or as agreed in writing by the City and Applicant.
11. The Program Administrator of the La Vista Economic Development Program by memorandum ("Program Administrator Memorandum") made and communicated to the Application Review Committee findings and determinations including a preliminary determination that the Application Supplement (and Original Application as modified by the Application Supplement) appeared to be viable pursuant to La Vista Municipal Code Section 117.16(B), based on the following, and subject to the conditions specified in the Program Administrator Memorandum:
 - The Applicant is a qualifying business and eligible under the La Vista Economic Development Program. The Application Supplement states that the Applicant is a limited liability company which, upon opening of the Event Center, derives its principal source of income from tourism-related activities. The Event Center is expected to be a catalyst for eliminating and preventing recurrence of substandard and blighted areas of the 84th Street Redevelopment Area, and any employment related requirements will be satisfied;
 - The proposed Incremental Award and activities are eligible under the La Vista Economic Development Program;
 - Applicant in connection with the Application Supplement indicates that the Applicant does not have any actual or potential legal actions or other risks that may significantly impact its ability to perform; and
 - The Applicant has complied with application requirements to the satisfaction of the Program Administrator ("Program Administrator Preliminary Determination").
12. The Program Administrator, pursuant to La Vista Municipal Code Section 117.16(C), referred the Application Supplement, together with the Program

Administrator Memorandum and any supplemental financial or other information, to the Application Review Committee for the Committee to review and otherwise perform responsibilities under the Economic Development Program. The Program Administrator also provided such information to the Citizen Advisory Review Committee to advise the Mayor and City Council; and further provided such information to Stone Planning, LLC ("City Consultant"), which analyzed the Original Application, for analysis and feedback. After reviewing the Application Supplement, City Consultant, among other things, concluded that this is an excellent opportunity for the City.

13. The Application Review Committee reviewed the Application Supplement and other information described above, and the findings and determinations including the preliminary determination in the Program Administrator Memorandum, and provided any recommendations to the Program Administrator concerning negotiations with the Applicant and whether any further information, assurances, certifications, requirements or guarantees from the Applicant are desired. Once the Committee completed its review, and following any additional negotiations by the Program Administrator, the Application Review Committee, based on its review of the Application Supplement and other information provided, found and determined that the Applicant under the Application Supplement (and Original Application as modified by the Application Supplement) demonstrated the following to the satisfaction of the Application Review Committee:

- The Applicant's eligibility for funding under the La Vista Economic Development Program;
- That the type and amount of assistance requested is appropriate and desirable for the City;
- A desirable level, type and quality of public benefit to the City or its residents from the Applicant's proposed use of the funding; and
- That the timing, type, magnitude and probability of public benefit that the Committee determines is likely to be achieved from the funding is reasonable and efficient in relation to the cost of funding provided.

The Application Review Committee recommended that the Application Supplement and \$2.5 million Incremental Award be approved and funded in addition to the \$3.0 million Initial Award; and that said Application Supplement be submitted to the La Vista City Council for consideration of approval and funding ("Application Review Committee Recommendation"); subject to the following conditions to the satisfaction of the Program Administrator or her designee:

- a. Submittal, satisfaction, or waiver of any additional information or requirements as Program Administrator determines advisable to the satisfaction of the Program Administrator;
- b. Applicant indicated in the Application Supplement that Applicant will directly pay or finance through a third-party lender all costs of constructing and acquiring the facilities, except as provided by the proposed City award(s) under the Program. The Program Administrator or the Program Administrator's designee shall confirm appropriate documentation evidencing negotiations with one or more primary lenders for financing construction of the Event Center and the terms on which said financing will be provided. Applicant shall update said documentation from time to time for any material changes or as otherwise required by the Program Administrator;
- c. Such further due diligence, information, assurances, certifications, or requirements of or from Applicant as Program Administrator from time to time may determine necessary or appropriate; and
- d. Satisfaction of any conditions specified in the Program Administrator Preliminary Determination.

14. The Citizen Advisory Review Committee subsequently ratified and adopted the Program Administrator Preliminary Determination and Application Review Committee Recommendation and recommended to the Mayor and City Council that the Application Supplement and \$2.5 million Incremental Award be approved and funded in addition to the \$3.0 million Initial Award, subject to satisfaction of any conditions specified in the Program Administrator Preliminary Determination or Application Review Committee Recommendation, or any other terms or

conditions as the Mayor, City Council, or Program Administrator, or any designee of the Mayor, City Council, or Program Administrator, determines necessary or appropriate.

15. The City Council agrees with the findings, determinations, conclusions and recommendations of the Program Administrator, Application Review Committee, and Citizen Advisory Review Committee with respect to the Application Supplement.
16. The City Council finds and determines that the Application Supplement and the Applicant thereunder, have satisfied all applicable requirements, including requirements of the La Vista Economic Development Program.
17. The City Council desires to accept and approve the recommendations of the Program Administrator, Application Review Committee, and Citizen Advisory Review Committee and take and authorize further actions with respect to the Application Supplement, subject to such conditions as set forth below.

SECTION 2. Approval. The Mayor and City Council hereby approve the following, subject to the conditions specified in this Section or Section 3 below:

1. All findings, determinations, conclusions, proceedings, documents, actions and recommendations of the Program Administrator, Application Review Committee, or Citizen Advisory Review Committee with respect to the Application Supplement are hereby ratified, affirmed, adopted and approved;
2. All Application Review Committee and Citizen Advisory Review Committee recommendations of approval of the Application Supplement and \$2.5 million Incremental Award are hereby accepted, adopted and approved; and
3. The Application Supplement (and Original Application as modified by the Application Supplement) and \$2.5 million Incremental Award (in addition to the \$3.0 million Initial Award) are approved and shall be funded.

SECTION 3. Conditions. Actions and approvals of this Ordinance, including, but not limited to, approval and disbursements of the Incremental Award, shall be subject to the following conditions to the satisfaction of the Program Administrator:

1. City Right of Use of the Event Center in perpetuity;
2. Any conditions set forth in Section 1 or 2 above, or in any findings, recommendations, actions, or conditions of the Program Administrator, Application Review Committee, or Citizen Advisory Review Committee;
3. Commitment and funding of a third party lender and private funds in sufficient amounts and on satisfactory terms for Applicant to acquire, develop, construct, equip, and complete the Event Center;
4. Approval, closing, issuance and availability of proceeds of any City bond or other financing to provide the Incremental Award, in addition to the Initial Award;
5. Commencement and diligently proceeding to completion of construction and equipping of the Event Center in accordance with applicable requirements;
6. Execution or delivery of an Award Agreement, Promissory Note, and Letter of Credit, initial drafts of which as presented and on file with the City Clerk at this meeting are approved subject to any additions, subtractions or modifications, or additional, different, or other documents or instruments, as the Program Administrator or Program Administrator's designee determines necessary or appropriate;
7. Performance of applicable terms, conditions, and requirements of all agreements, documents, and instruments of the City or La Vista Community Development Agency to which Applicant or any affiliated entity is a party or bound, including without limitation, Astro Theater, LLC, La Vista City Centre, LLC, City Centre I, LLC, City Centre 2, LLC, or E&W, LLC; and
8. Such further information, assurances, certifications, or requirements as the Program Administrator or Program Administrator's designee from time to time may determine necessary or appropriate.

SECTION 4. Authorization of Further Actions. The Mayor, City Administrator, City Engineer, or City Clerk, or any designee of any such City official, each shall be authorized to take all actions, including without limitation approving, executing or

delivering documents or instruments, as he or she determines necessary or appropriate to carry out the Incremental Award, Initial Award, or actions approved in this Ordinance.

SECTION 5. 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 constitutionality or 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 6. Effective Date. This ordinance shall be in full force and effect from and after passage, approval and publication in accordance with applicable law.

PASSED AND APPROVED THIS 1st DAY OF JUNE, 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LA VISTA, NEBRASKA, TO AMEND RESOLUTION NO. 20-032, TO INCREASE THE AUTHORIZED PRINCIPAL AMOUNT OF ECONOMIC DEVELOPMENT FUND BONDS OF THE CITY OF LA VISTA, NEBRASKA, TO UP TO FIVE MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$5,700,000) AND RELATED MATTERS.

BE IT RESOLVED by the Mayor and Council of the City of La Vista, Nebraska, as follows:

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

(a) Resolution No. 20-032 was adopted by the Mayor and Council on March 3, 2020, (the "Original Resolution") to authorize issuance of the City's Economic Development Fund Bonds, in the aggregate principal amount of not to exceed Three Million One Hundred Thousand Dollars (\$3,100,000) (the "Bonds"). Capitalized terms used in this resolution shall have the meanings provided in the Original Resolution unless otherwise defined or amended herein.

(b) That the City has received a supplemental application from City Ventures for an increase in the EDP Grant, and the supplemental application submitted by City Ventures has been recommended for approval and the City has approved the application pursuant to an ordinance passed and approved on June 1, 2021 (the "Supplemental Grant Ordinance")

(c) the City has agreed to provide an additional grant in the amount of \$2,500,000 to assist City Ventures (the "Supplemental EDP Grant"), subject to the terms and conditions of the Grant Ordinance and Supplemental EDP Grant Ordinance, thereby making the aggregate amount of the EDP Grant and Supplemental EDP Grant \$5,500,000;

(d) the Mayor and Council hereby declare it necessary and advisable for the City to increase the amount of economic development fund bonds authorized in the Original Resolution to a maximum principal amount of Five Million Seven Hundred Thousand Dollars (\$5,700,000) for the purpose of funding the EDP Grant and Supplemental EDP Grant, and make other amendments to the Original Resolution; and

(e) all conditions, acts and things required by law to exist or to be done precedent to the issuance of such bonds do exist and have been done as required by law.

Section 2. The Original Resolution is hereby amended to increase the authorized principal amount of the Bonds to the aggregate principal amount of not to exceed Five Million Seven Hundred Thousand Dollars (\$5,700,000).

Section 3. The first paragraph of Section 2 of the Original Resolution is hereby amended and restated in its entirety as follows:

To provide funds for the Program, including the funding of the EDP Grant and Supplemental EDP Grant, there shall be and there are hereby ordered issued negotiable bonds of the City of La Vista, Nebraska, to be designated as "Economic Development Fund Bonds, Series 2021" (which may be referred to as the "2020 Bonds", the "2021 Bonds" or the "Bonds") in the aggregate principal amount of not to exceed Five Million Seven Hundred Thousand Dollars (\$5,700,000). The Bonds or any portion thereof are hereby authorized to be sold pursuant to a negotiated sale with D.A. Davidson & Co., as initial purchaser (the "Underwriter"). In connection with such sale, the Mayor, City Administrator or Director of Administrative Services (each, an "Authorized Officer") are hereby authorized to specify, determine, designate, establish and appoint, as the case may be, in one or more written designations which may be included in a bond purchase agreement (each, a "Designation"), (i) the aggregate purchase price of the Bonds (including any original issue

discount or premium) and the underwriting discount which shall not exceed 0.75% of the aggregate stated principal amount thereof, (ii) the form and contents of any bond purchase agreement in connection with such sale, (iii) the title (including series designation), dated date, aggregate principal amount (including the aggregate principal amounts of serial Bonds and term Bonds, if any), which aggregate stated principal amount shall not exceed \$5,700,000, and the final maturity date, which shall not be later than October 15, 2029, (iv) the principal amounts maturing in each year, (v) the rate or rates of interest to be borne by each principal maturity of the Bonds, provided that the true interest cost of the Bonds shall not exceed 3.0%, (vi) the principal payment dates and interest payment dates, (vii) whether the Bonds will be subject to redemption prior to their stated maturity, and if subject to such optional redemption, the provisions governing such redemption, including a redemption price not to exceed 104% of the principal amount then being redeemed plus accrued interest to the date of redemption, (viii) the amount and due date of each sinking fund installment for any of the Bonds issued as term Bonds, (ix) the designation of the Bond Registrar and Paying Agent (defined herein) and the form and content of any agreement between the City and such entity and (x) all other terms and provisions of the Bonds not otherwise specified or fixed by this Resolution.

Section 3. Section 10 of the Original Resolution is hereby amended and restated in its entirety as follows:

The City reserves the right to incur additional indebtedness payable from the Program on a parity with the Bonds so long as the annual obligations of the Program do not exceed an aggregate amount of \$2,000,000 per budget/fiscal year as set forth in the Program and are within other applicable limitations under Nebraska law.

Section 4. Section 14 of the Original Resolution is hereby amended and restated in its entirety as follows:

The proceeds of the Bonds shall be deposited with the City Treasurer and shall be held and applied in accordance with the terms of the Program Ordinance, the Grant Ordinance and the Supplemental Grant Ordinance. An Authorized Officer may designate any depository bank or banks and may contract for disbursing agent services as may be determined appropriate by such Authorized Officer. Investment earnings related to the proceeds of the Bonds shall be transferred to the Economic Development Fund and shall be deposited to the Bond Payment Account within such fund as established by this Resolution.

Section 5. Section 17 of the Original Resolution is hereby amended and restated in its entirety as follows:

The net principal proceeds of the Bonds, after payment of issuance expenses, shall be held in a separate account in the Economic Development Fund of the City of La Vista and shall be applied to make the EDP Grant in accordance with the terms of the Grant Ordinance and the Supplemental EDP Grant in accordance with the terms of the Supplemental Grant Ordinance.

Section 6. All documents, agreements, certificates, and instruments related to the Bonds shall be valid, binding, and enforceable against the City when executed and delivered by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by electronic signatures laws, including any relevant provisions of the Uniform Commercial Code, in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each document, agreement, certificate, and instrument related to the Bonds may be executed in any number of counterparts, each of which shall be deemed to be an original, but such

counterparts shall, together, constitute one and the same document, agreement, certificate, or instrument, as applicable.

Section 7. Except as amended by this Resolution, the Original Resolution is hereby ratified and confirmed in all respects. All resolutions or orders, or parts thereof in conflict with the provisions of this Resolution are to be extent of such conflict hereby repealed.

Section 8. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution.

Section 9. This Resolution shall be in force and take effect from and after its adoption, as provided by law.

PASSED AND APPROVED THIS 1st DAY OF JUNE, 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



CITY OF LA VISTA

ECONOMIC DEVELOPMENT PROGRAM ("EDP") APPLICATION (Supplement 2021)*

*Supplement to initial Economic Development Program Application of City Centre Music Venue, LLC in 2020 ("Original Application"). Material changes since Original Application are indicated by asterisk. Except as so indicated, provisions of Original Application, including Exhibits, continue to govern and control.

A. APPLICANT INFORMATION:

NAME OF APPLICANT:

City Centre Music Venue, LLC

Federal ID #: 84-2893171*

Address: 222 S. 15th Street #1404S

City: Omaha State: Nebraska Zip Code: 68102

Contact Person: Chris Erickson Telephone #: (402) 902-4025*

Fax #: N/A E-mail: cerickson@city-ventures.com

Web Address (if applicable) www.city-ventures.com

Does Applicant propose that any parent, subsidiary, or affiliated company, person, or entity ("Affiliated Entity") of Applicant directly or indirectly have any role in the project Applicant is proposing under the Economic Development Program? X Yes No

If yes, identify, name, and describe role of each such Affiliated Entity: Astro Theater, LLC

Applicant will finance and construct the event venue. Astro Theatre, LLC will be the tenant and operator of the event venue. Astro Theatre, LLC is owned by 1% Productions and Mammoth, Inc. (both of which have a 33.33% ownership interest in City Centre Music Venue, LLC). Please see the Organization Chart attached to Original Application as Exhibit "D". Event venue operating revenues will be the principal source of income for event venue construction financing.

Address: Same as above.

- i. Each such Affiliated Entity that Applicant proposes to have any direct or indirect role in the project, and that is accepted by City, also shall be deemed to be subject to, bound by, and jointly and severally liable with Applicant with respect to, this application and the terms and conditions of the Economic Development Program and any award. Applicant, by submitting this application, represents and certifies to City that Applicant is authorized by owners of Applicant and by each

Affiliated Entity to submit this application, provide all information and certifications, and bind them. Required information shall be submitted with respect to Applicant and each Affiliated Entity consistent with their respective roles in the project and as the Program Administrator or the Program Administrator's designee otherwise determines necessary or appropriate to carry out the Economic Development Program. If Applicant proposes that an Affiliated Entity will own, control and operate the project, disclose this and complete this application and provide required documentation for the Affiliated Entity as well as Applicant.

APPLICANT CLASSIFICATION:

<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Research & Development
<input type="checkbox"/> Warehouse & Distribution	<input type="checkbox"/> Sales
<input type="checkbox"/> Services	<input type="checkbox"/> Headquarter Facilities
<input type="checkbox"/> Telecommunications	<input checked="" type="checkbox"/> Tourism-related activities
<input type="checkbox"/> Housing Construction or Rehabilitation	

Applicant, by submitting this application, certifies that Applicant (and the designated Affiliated Entity, if such Affiliated Entity in connection with Applicant will develop, construct, own, control and operate the project as disclosed in this application) shall derive its principle source of income from the classification marked above. The proposed project is for an indoor/outdoor live specialty performance and entertainment venue that will provide a unique opportunity to see performances that are not at other venues in the region. The venue itself is unique to the area and will bring residents from within the Omaha and Lincoln areas to La Vista City Centre. It is also anticipated that the venue will bring residents from communities in Nebraska, Kansas, Iowa and South Dakota with a radius of at least 100 miles from the outer limits of the Omaha metro area. The performances will entice people to La Vista City Centre but given the timetable for most events, those visitors are likely to not only purchase a ticket to the event but also dine in the area, potentially stay the night in a hotel in the area and otherwise be a patron of other businesses in and around La Vista City Centre.

APPLICANT ORGANIZATION:

<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> General Partnership
<input type="checkbox"/> "S" Corporation	<input type="checkbox"/> "C" Corporation
<input type="checkbox"/> Limited Partnership	<input checked="" type="checkbox"/> Limited Liability Company
<input type="checkbox"/> Limited Liability Partnership	

APPLICANT BUSINESS TYPE: Start-up (0-5 Yrs.) Acquisition Existing, years in business: 23* — 1% Productions and 12* — Mammoth, Inc., and 9* — La Vista City Centre, LLC affiliate City Ventures, LLC.

OWNERSHIP IDENTIFICATION: List all officers, directors, partners, members, managing members, stockholders, owners, and co-owners of Applicant.ii Enter under Minority Code:"1" = Female, "2" = Minority, "3" = Disabled

Name	Title	Percent Ownership	Minority Code
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ii. Please see Organization Chart, attached to Original Application as Exhibit "D".

PERSONNEL: Full-Time Equivalent Employees of Applicant and its Affiliated Entity (FTE) based on

2,080 hours per year. Existing Number of FTE Positions in City: N/A.

FTE Positions to be created in City within 18 months of application approval: 40.

Number of Seasonal Positions Created in City (Any non- FTE job which is at least 40 hours per week for at least 3 consecutive months and recurs annually): N/A.

Please see the Employee Projections attached to Original Application as Exhibit "G". These projections are based on a stabilized project. As frequency of events increase, we would anticipate an approximate five percent (5%) increase in FTE's in the first three (3) years of operation.

Does Applicant employ, or will it employ within the year after this application is submitted, people in more than one city in Nebraska? No. If "Yes," complete the following:

B. PROPOSED PROJECT INFORMATION:

1. **DESCRIBE PROPOSED PROJECT, AND APPLICANT AND CITY PARTICIPATION:** The Project is a state of the art best in market indoor/outdoor live specialty performance entertainment venue constructed and operated at a scale and in a manner to bring new performers to the market, and consisting of an approximate 50,000 square foot building with seating for approximately 5,000 people, as well as concessions, bathrooms and similar amenities servicing the event venue. The event venue is to be owned by the Applicant, City Centre Music Venue, LLC. The event venue shall be managed and operated by Astro Theatre, which is owned by Mammoth Inc. and 1% Productions, both of which have significant experience operating similar entertainment venues. Applicant is requesting a total award of Five Million, Five Hundred Thousand Dollars (\$5,500,000)* for development and construction of the event venue, Three Million Dollars (\$3,000,000) of which, approved in connection with the Original Application, to be a forgivable grant and the remaining Two Million, Five Hundred Thousand Dollars (\$2,500,000)* as an additional amount under this Supplement repaid with interest no later than September 29, 2029 on terms agreeable to City and Applicant*. The City or its designee in perpetuity will have the option each calendar year to use the event venue and related parking on days when other events are not previously scheduled for events of Astro Theatre, LLC, for a total of not less than ten (10) days per calendar year. Designated representatives of the City, Applicant, and Operator will develop a process for identifying and reserving dates of use each year. Use of the event venue by the City will be provided fully staffed by Applicant and Operator, and at no cost or expense to the City or its designee, except for actual costs for entertainment and labor, with no mark up or profit.

2. **INITIAL APPLICANT/CITY PARTICIPATION:**

	APPLICANT SHARE	CITY SHARE	TOTAL COST
Land Acquisition	\$2,514,665*	\$0.00	\$2,514,665*
Building Acquisition/Renovation	\$0.00	\$0.00	\$0.00
New Facility Construction	\$11,350,000*	\$5,500,000*	\$16,850,000*
Infrastructure	(Included Above)	\$0.00	\$0.00
Acquisition of Machinery/Equipment	(Included Above)	\$0.00	\$0.00
Acquisition of Furniture/Fixtures	(Included Above)	\$0.00	\$0.00
Soft Costs	\$3,755,964*	\$0.00	\$3,755,964*
Working Capital (includes Inventory)	\$500,000	\$0.00	\$500,000
TOTAL (rounded)	\$18,120,630*	\$5,500,000*	\$23,620,630*

*Projected \$1,020,686 total cost increase over estimated amount in Original Application, comprised of the following increases/decreases/effects: Land Acquisition \$1,313,685 increase (Applicant Share); New Facility Construction \$636,724 increase [net of \$1,863,276 decrease (Applicant Share) & \$2,500,000 increase (City Share)]; & Soft Costs \$929,724 decrease (Applicant Share).

3. **APPLICANT SOURCE OF FUNDS FOR INITIAL SHARE OF PROJECT COSTS:** Specify sources

of funding for Applicant's share of the proposed project.

Equity investment of Applicant in Project: \$9,370,630* from other sources including Owner, PACE, and TIF funds (\$1,270,686 increase over projected amount in Original Application, comprised of \$370,686 Owner funds and \$900,000 additional Owner /other funds TBD by Owner)*.

Amount Applicant will finance: \$8,750,000* (\$2,750,000 decrease from Original Application)*.

Name of Lending Institution: American National Bank*.

Address: 90th and West Dodge Road

City: Omaha State: NE Zip Code: _____

Contact Person: Craig Wilkins Telephone #: (402) 399-5079

Loan Amount: \$8,750,000* (\$2,750,000 decrease from Original Application)* Term: TBD iii Interest Rate: TBD iii

Variable Fixed Collateral Required X

Required: Deed of Trust on Property and Personal Guarantys.

Equity Required : Required funds from other sources TBD iii.

iii. The Applicant is working to finalize financing terms and will provide further detail as the process progresses.

Applicant certifies and shall provide supporting documentation demonstrating a commitment of a third party lender to provide project financing on terms and conditions satisfactory to Applicant, and further certifies and shall provide documentation of available funds to pay costs of the project in excess of such financing ("Owner's Equity"). Payment of Owner's Equity and periodic disbursement of proceeds of financing to commence, continue, and complete the project shall be conditions of any award or disbursement of any award under the Economic Development Program. Applicant will provide City a copy of the Loan Commitment Letter.

4. ON GOING APPLICANT/CITY PARTICIPATION: Please see schedule of projected annual costs and expenses associated with the project included with the Original Application that will be required in addition to those already specified in "B2" above, segregated by Applicant and City responsibility. The City will participate by providing the EDP funds as an additional source of funds for the construction of the event venue, which funds shall be provided concurrently with Owner's Equity including the Tax Increment Financing and PACE (subject to receipt of loan commitment for the remaining portion of project costs).

5. PROJECT LOCATION:

Within the City Limits of La Vista
 Outside the City Limits, but within the Zoning Jurisdiction of La Vista
 Outside the City Limits and Zoning Jurisdiction, but within Sarpy County

6. PUBLIC BENEFIT: Describe and quantify to the extent possible any public benefits the City can expect to realize from its participation in the proposed project: The event venue will be a draw to people not only from La Vista but from the surrounding communities to La Vista City Centre, which will continue to enhance the redevelopment of the 84th Street Corridor. Because of the strong demographics in La Vista and surrounding communities and other factors, this event venue is projected to be successful in driving people to the area. Event venue will provide a destination and increase tourism in La Vista. When bookings of more well known acts or festivals are announced, we can expect to see an economic boost in days before, the date of and the day after the event.

7. **PERSONAL FINANCIAL STATEMENT:**

Provide personal financial statements of each person owning or controlling 20% or more of the economic or voting interests of Applicant. La Vista City Centre, LLC, has previously had its financials vetted by the City in connection with the overall redevelopment project at La Vista City Centre and would propose to use the same process for any new examination that needs to be completed with respect to Applicant. Any financial information provided shall be confidential.

8. **TAX INCENTIVES:** By submitting this application, Applicant certifies the following to Cityiv:

(a) Whether the qualifying business has filed or intends to file an application with the Department of Revenue to receive tax incentives under the Nebraska Advantage Act for the same project for which the qualifying business is seeking financial assistance under the Local Option Municipal Economic Development Act:

YES NO

 X Has filed, or
 X intends to file

(b) Whether such application includes or will include, as one of the tax incentives, a refund of the city's local option sales tax revenue:

YES NO

 X includes, or
 X will include

(c) Whether such application has been approved under the Nebraska Advantage Act:

YES NO

 X

iv. City may consider the information provided under this section 8 (along with any other relevant information) in determining whether to provide financial assistance to Applicant under the Local Option Municipal Economic Development Act.

The Program Administrator may use any method he or she determines appropriate to verify the information provided in this application, including, but not limited to the following: credit checks, Dun & Bradstreet reports, examination of internal records and audit reports, and any other reasonable methods as determined by the Program Administrator. Applicant, on behalf of itself and each Affiliated Entity, hereby authorizes and consents to any such methods the Program Administrator uses.

Applicant represents and certifies to City that the information provided in and with this application is to the best of Applicant's knowledge and belief current, accurate and complete and is provided so the City can assess the Applicant, Affiliated Entities (if any), and proposed project under the City's Economic Development Program, and the City's participation therein. Applicant acknowledges receiving a copy of the City's Economic Development Program, all provisions of which are incorporated herein by this reference, and for itself and on behalf of each Affiliated Entity agrees to be bound by and act in accordance with the Program, as amended from time to time, and all requirements now or hereafter established by the Program, Program Administrator, City or its officials or employees, and to provide City such further information and assurances, and access to Applicant's or Affiliated Entity records of or related to this application or this

project, as from time to time requested. Applicant further agrees to provide such additional application and other information as may be required by the City if the City considers Applicant for a loan under the Economic Development Program. Applicant on behalf of itself and any Affiliated Entity agrees to supplement this application for any subsequent material development or information that it becomes aware of that is related to the proposed project or any information reported in or with this application. Any information Applicant subsequently provides City shall be and become a part of this application.

Applicant for itself and on behalf of each Affiliated Entity hereby executes and submits this application, and agrees that all terms and conditions of this application shall survive indefinitely and not be superseded by any subsequent agreement between the City and Applicant, or between the City and any Affiliated Entity, unless expressly so provided in said agreement by specific reference stating that the terms and conditions of this application are superseded.

Dated: 3/11/2021 Signature: 

Guaranty of Performance (if required by City). By signing below, all owner(s) of the Applicant and all owner(s) of any Affiliated Entity, as a condition of City consideration and award of any assistance under the La Vista Economic Development Program, hereby personally guarantees performance of Applicant and of each such Affiliated Entity under the La Vista Economic Development Program, including, without limitation, any conditions of award.

Dated: 3/11/2021 Signature: 

Dated: _____ Signature: _____

[Add additional signatures lines as needed]

APPLICANT SHALL ATTACH THE FOLLOWING INFORMATION AS PART OF ITS APPLICATION:

(1) A brief description of Applicant business, history, and relevant experience, expertise, organization, management, key managers/employees, contingency/succession plans or processes and other resources as related to the project. See Exhibit "A" & "B" attached to Original Application.

(2) List of other projects of Applicant that are similar to the proposed project with City. Identify any of those projects for which actual aggregate gross revenues during the first five years of operations were 5% greater or lesser than revenues initially projected for the project for the same period. By year, specify the percentage and reasons for the variances. Not applicable. See experience noted on Exhibit "A" attached to Original Application. Mammoth, Inc. financials are proprietary, and operator will not provide.

(3) For the current and last 4 calendar years, description of any actual or potential litigation that is material, or arises out of, results from or involves a project like the project proposed in the application. Not applicable.

(4) Complete set of current organizational documents, and any amendments thereto, of Applicant. See Exhibit "D" attached to Original Application.

(5) SBA Form 4. Not applicable. Financial projections attached to Original Application as Exhibit E. Additional information will be provided as described in Section 7 above and upon request.

(6) Business plan of the Applicant which includes financial projections for the next three years and takes into account and identifies known and reasonably possible business, industry, financial and

nonfinancial opportunities, risks, developments and assessments that could affect the project or Applicant. See Exhibit "E" attached to Original Application.

(7) Signed copies of the most recent three years' federal tax returns of Applicant, or all years where the Applicant has been in existence for less than three years. Not applicable. Financial projections attached to Original Application as Exhibit E. Additional information will be provided as described in Section 7 above and upon request.

(8) Signed copies of financial statements of the Applicant for the three most recent fiscal years, or all fiscal years where the Applicant has been in existence for less than three years. Not applicable. Financial projections attached to Original Application as Exhibit E. Additional information will be provided as described in Section 7 above and upon request.

(9) Where the Applicant is a closely held entity, signed balance sheets from the holders or beneficial owners of more than 20% of the ownership or current beneficial interests in the entity. Will provide for review, consistent with past practice as described in Section 7 above.

(10) Current statement of projected cash flows of Applicant and City from project for the duration of the project. If Applicant does not have sufficient information to produce a statement of City cash flows, Applicant must provide the information needed to produce a statement of such City cash flows. See Exhibit "E" attached to Original Application.

(11) Clearly identify, and if possible segregate, any information submitted with the application that Applicant prefers to remain confidential in accordance with La Vista Municipal Code Sections 33.70 et seq. As a condition to the City accepting such information, an Applicant might be required to enter a written agreement concerning the information and the conditions under which it will be held and disclosed by the City. In any event, the City cannot guaranty the confidentiality of any information submitted with the City.

(12) Other information as from time to time requested by the Program Administrator or the Application Review Committee.

(13) All other information that Applicant knows or is aware of that is material to Applicant, its operations, the proposed project or information provided by Applicant in or with the application.

v. Information shall be submitted for Applicant and each Affiliated Entity. The Program Administrator may waive the furnishing of all or any portion of the above items or any other requirement where the Program Administrator is able to obtain reasonable assurances as to the stability of the qualifying business from other reliable sources or information, including audited financial statements and filings with regulatory agencies (i.e. SEC filings).

The Program Administrator may also waive the furnishing of all or any portion of the above items where the qualifying business agrees that no funds shall be paid to or for the benefit of the qualifying business until the qualifying business has performed according to agreed upon criteria.

The Program Administrator may use any method he or she determines appropriate to verify the information provided by the applicant, including, but not limited to the following: credit checks, Dun & Bradstreet reports, examination of internal records and audit reports, and any other reasonable methods as determined by the Program Administrator.

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JUNE 1, 2021 AGENDA

Subject:	Type:	Submitted By:
AMEND MUNICIPAL CODE § 37.13(C) DISCIPLINARY ACTION (CIVIL SERVICE)	◆ RESOLUTIONS ◆ ORDINANCE ◆ RECEIVE/FILE	BOB LAUSTEN, CHIEF OF POLICE PAM BUETHE, CITY CLERK/ CIVIL SERVICE SECRETARY

SYNOPSIS

An ordinance has been prepared to approve an amendment to the Civil Service Rules & Regulations, Municipal Code Section 37.13(C) Disciplinary Action. This would increase the number of suspension days the City Administrator can impose before City Council approval is required.

FISCAL IMPACT

N/A

RECOMMENDATION

Approval

BACKGROUND

The La Vista Civil Service Commission approved changes to the La Vista Civil Service Rules and Regulations on May 12, 2021. A summary of the changes is listed below and a copy of the Civil Service staff report outlining the recommended changes is attached for your information.

One change the Commission approved that requires subsequent City Council approval pertains to Section 37.13(c) Disciplinary Actions. Specifically, changing the number of days from five (5) to ten (10) that the City Administrator can suspend an employee covered by Civil Service Rules before City Council approval is required. Currently, an action taken by the City Administrator for a suspension of over 40 hours requires City Council approval. Increasing the administrative capacity to address disciplinary issues that don't rise to the level of demotion or termination will make the disciplinary process more efficient and less costly. (No other First Class City in Nebraska has this requirement.

Other changes to the La Vista Civil Service Rules and Regulations approved by the Civil Service Commission include:

- Cleanup language deleting reference to the Fire Chief position throughout the document.
- Establishment of a Lateral Entry Applicant and testing process.
- Changes to the scoring scale for oral interviews.
- Changes to the weighting of elements in the scoring process.
- Changes to the table of point deductions in the Background Investigation Appendix A.

A copy of the Civil Service Rules and Regulations is available for inspection in the office of the City Clerk.

CITY OF LA VISTA
LA VISTA CIVIL SERVICE COMMISSION REPORT
MAY 12, 2021 AGENDA

Subject:	Type:	Submitted By:
PROPOSED RULE & REGULATION CHANGES	◆ RESOLUTION RECEIVE/FILE	BOB LAUSTEN POLICE CHIEF

SYNOPSIS

A resolution has been prepared to modify specific La Vista Civil Service Commission Rules & Regulations.

FISCAL IMPACT

N/A

RECOMMENDATION

Approval

BACKGROUND

Below are the Proposed Changes:

- 1. Cleanup language deleting reference to the Fire Chief position throughout the document.**
- 2. Establishment of a Lateral Entry Applicant and testing process:**

Section 1.14 Lateral Entry Applicant.

A Lateral Entry Applicant is someone currently certified as a police/peace officer for a local, county, or state law enforcement agency.

Section 4.4 Preparation of Eligibility Lists.

H. Lateral Entry Appointments

- a. The La Vista Civil Service Commission subscribes to the philosophy that hiring experienced, trained, and previously certified police officers provides an attractive demographic and economic alternative to the city and citizens of La Vista.
- b. Lateral entry testing for certified police officers shall be conducted when requested by the City Administrator and approved by the Commission.
- c. Lateral entry candidates must comply with all minimum appointment requirements for police officer applicants.
- d. The selection process shall, at a minimum, include a standardized written examination, physical dexterity examination, Police Panel Oral Interview, and a Civil Service Commission panel interview. The provisions in Section 4.4 (D) shall also apply to any lateral candidate.

3. Change in scoring from a zero-3 point scoring to a zero-10 point scoring for oral interviews.

Department Interview Questions:

A panel of Police Department officers appointed by the Police Chief, will conduct interviews of the twenty applicants scoring highest in the written testing process who achieve at least the minimum acceptable score established by the City Administrator respecting the background investigation. Present to observe during the questioning will be at least one Commissioner and/or, if requested by the Commission, the Secretary. A series of questions prepared by the Police Chief and approved by the Commission, will be asked of each candidate. Each candidate will be asked the same questions. Each member of the panel will score the responses to the questions on a zero to ten (10) point scale as follows:

ZERO – The candidate failed to answer any part of the question correctly.

ONE POINT – THREE POINTS The candidate partially answered the question correctly, however, the answer was not complete in one or more important respects.

FOUR POINTS – SIX POINTS The candidate's answer was basically correct. However, some portion of the answer was omitted and/or incorrectly stated in one or more minor respects.

SEVEN POINTS – NINE POINTS The candidate correctly answered all portions of the question and possessed a good knowledge of the subject.

TEN POINTS – The candidate answered all portions of the question and possessed a thorough understanding of the subject.

4. Change of weighting of elements in the scoring process. Written test goes from 30% of overall score to 20%. Department interview goes from 30% to 40%. Experience shows us the oral interview is more important and a better assessment of the candidate than the written test.

Weighing of Each Element of the Process.

Elements

1. Physical Dexterity Examination	Pass/Fail
2. Written Test	30% 20%
3. Background Investigation	Pass/Fail
4. Department Interview Questions	30% 40%
5. Civil Service Commission Interview	40%
Total	100%

5. Change in disciplinary action where City Council approval is needed. Currently, and action taken by the City Administrator for a suspension over 40 hours, demotion or termination requires City Council approval. No other first class city in Nebraska has that requirement.

The City Attorney has advised they do not recall where the 5 working days initially came from but have the impression that 5 working days might not be legally required.

ARTICLE V. DISCIPLINARY ACTIONS

E. Action of City Administrator.

(3) City Council Review. The decision of the City Administrator, if it is to impose a suspension of more than ~~five (5)~~ ten (10) working days, a demotion resulting in a reduction in pay, or a discharge, shall not be implemented until it has been approved by the City Council. The City Council may approve the decision of the City Administrator or modify it as the Council deems appropriate. Such approved or modified decision shall be deemed to be the decision of the Administrator for the purposes of subsequent procedures provided in these Rules and Regulations. If Council approval is required, the

City Administrator shall, within twenty (20) working days after receiving the written recommendation of the Police Chief, file a copy of his or her decision with the City Clerk and request that the matter be reviewed by the City Council.

- 6. Change in the table of point deductions in the “Background Investigation Appendix A” which is used for assessing background investigations.**
- 7. Change in Appendix B Non-Entry Level appointments/Promotion scoring from a zero-3 point scoring to a zero-10 point scoring for oral interviews in the promotional process.**
- 8. Change of weighting of elements in the scoring process. Department interview goes from 30% to 35%. Experience shows us the oral interview is extremely important. Civil Service goes from 40% to 35%.**

Section III. Weighing of Each Element of the Process

Weighing of Each Element of the Process.

1. Background and Promotion Report	10%
2. Written Test	20%
3. Oral Questions	30% 35%
4. Civil Service Commission Interview	40% 35%
Total	100%

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA, TO AMEND THE LA VISTA MUNICIPAL CODE SECTION 37.13 DISCIPLINARY ACTIONS; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; TO PUBLISH IN PAMPHLET FORM; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

SECTION 1. Section 37.13 of the La Vista Municipal Code is amended to read as follows:

§ 37.13 DISCIPLINARY ACTIONS.

(A) *Tenure of employment.* The tenure of a person holding a position of employment subject to this chapter shall be only during good behavior.

(B) *Causes for disciplinary action.* Any such person may be removed or discharged, suspended with or without pay, demoted, reduced in rank or deprived of vacation, benefits, compensation, or other privileges, except pension benefits, for any of the following reasons:

(1) Incompetency, inefficiency, or inattention to or dereliction of duty;

(2) Dishonesty, prejudicial conduct, immoral conduct, insubordination, discourteous treatment of the public or a fellow employee or member of the Volunteer Fire Department, any act of omission or commission tending to injure the public service, any willful failure on the part of the employee to properly conduct himself or herself, or any willful violation of the Civil Service Act or the rules and regulations adopted pursuant to such act;

(3) Mental or physical unfitness for the position which the employee holds;

(4) Drunkenness or the use of intoxicating liquors, narcotics, or any other habit-forming drug, liquid, or preparation to such an extent that the use interferes with the efficiency or mental or physical fitness of the employee or precludes the employee from properly performing the functions and duties of his or her position;

(5) Conviction of a felony or misdemeanor tending to injure the employee's ability to effectively perform the duties of his or her position; or

(6) Any other act or failure to act which, in the judgment of the Civil Service Commission, is sufficient to show the offender to be an unsuitable and unfit person to be employed in the public service.

(Neb. RS 19-1832)

(C) *Disciplinary action procedure.*

(1) No employee in the civil service who shall have been permanently appointed or inducted into civil service under this chapter shall be removed, suspended, demoted or discharged, except for cause and then only upon the written accusation of the Police Chief, City Administrator or any citizen or taxpayer.

(2) (a) The written accusation shall set forth in general terms the alleged misconduct, charges or grounds for investigation against the employee. The written accusation shall be filed by the complainant or accuser with the Secretary of the Commission who shall cause a copy of such written accusation to be delivered within five working days after the filing:

1. To the Police Chief,

2. To the City Administrator, and

3. To the employee personally or by delivery addressed to the employee and left at the residence address of the employee shown in the personnel records of the city.

(b) The Secretary of the Commission shall cause a return showing such

delivery to be executed and filed in the Secretary's office.

(3) The City Administrator shall have the authority to immediately suspend, with pay, an employee against whom such written accusation has been filed, pending reinstatement, removal, demotion, discharge or further suspension of the employee, with or without pay.

(4) (a) Prior to any decision by the City Administrator regarding a written accusation, the Police Chief shall, within 30 calendar days after receiving the written accusation from the Secretary of the Commission, investigate the alleged misconduct, charges or grounds against the employee. If the Police Chief's investigation reveals other misconduct, charges or grounds, the Police Chief shall supplement the written accusation to include the other misconduct, charges or grounds by filing a supplement to the written accusation with the Secretary of the Commission who shall cause a copy of such supplemental accusation to be delivered within five working days after the filing:

1. To the City Administrator, and

2. To the employee personally or by delivery addressed to the employee and left at the residence address of the employee shown in the personnel records of the city.

(b) The Secretary of the Commission shall cause a return showing such delivery to be executed and filed in the Secretary's office.

(c) Within 30 calendar days after receiving the written accusation from the Secretary of the Commission, the Police Chief shall recommend in writing to the City Administrator that the alleged misconduct, charges or grounds set forth in the written accusation be deemed:

1. To be without merit,

2. To not warrant disciplinary action,

3. To warrant disciplinary action less severe than removal, demotion, discharge or suspension with or without pay, such as an oral or written reprimand, or

4. To warrant removal, demotion, discharge or suspension with or without pay.

(d) In the event that the Police Chief or the Fire Chief is the subject of a written accusation or is being disciplined, the City Administrator shall follow the same procedures as are followed by the Police Chief in disciplining employees under this chapter, except that the City Administrator shall not be required to submit a written recommendation for disciplinary action to himself or herself under the preceding division (C)(4)(c).

(5) (a) The City Administrator shall decide to accept the recommendation of the Police Chief or shall decide that the alleged misconduct, charges or grounds for investigation against the employee set forth in the written accusation be deemed:

1. To be without merit,

2. To not warrant disciplinary action,

3. To warrant disciplinary action less severe than removal, demotion, discharge, or suspension with or without pay such as an oral or written reprimand, or

4. To warrant removal, demotion, discharge or suspension with or without pay.

(b) The City Administrator shall not decide to take any action which may result in a suspension without pay, a demotion resulting in a reduction in pay, or a discharge without first giving the affected employee notice of the charges against him or her, an explanation of the city's evidence and an opportunity to present reasons, either in person or in writing, why the proposed disciplinary action should not be implemented.

(c) The decision of the City Administrator shall, if it results in suspension of more than five-ten working days, a demotion resulting in a reduction in pay or a discharge, not be implemented until it has been approved by the City Council. The City Council may approve the decision of the City Administrator or modify it as the Council deems appropriate. Such approved or modified decision shall be deemed to be the decision of the Administrator

for the purposes of this chapter. If Council approval is required, the City Administrator shall, within 20 working days after receiving the written recommendation of the Police Chief, file a copy of his or her decision with the City Clerk and request that the matter be reviewed by the City Council. Within 20 working days after receipt of the written recommendation of the Police Chief when City Council review is not required, and within 20 working days after the City Council's approval or modification when City Council approval is required, a copy of the City Administrator's decision shall be delivered:

1. To the Secretary of the Commission,

2. To the Police Chief, and

3. To the employee, personally or by delivery addressed to the employee

and left at the residence address of the employee shown in the personnel records of the city. The City Administrator shall cause a return showing such delivery or mailing to be executed and filed in the office of the Secretary of the Commission.

(6) Pursuant to Neb. RS 19-1833(3), any employee so removed, suspended, demoted, or discharged may, within ten calendar days after receiving written notice of the City Administrator's decision, as such decision has been approved or modified if subject to City Council approval, file a written demand for an investigation and public hearing by the Civil Service Commission. The employee shall file the request for the hearing with the Secretary of the Commission within ten calendar days after the service of notice of the decision of the City Administrator. The failure to file such request within ten calendar days after the service of the notice of the decision of the City Administrator shall constitute a waiver of the employee's right to review by the Civil Service Commission, and the decision of the City Administrator, as approved or modified if subject to City Council approval, shall become final.

(7) Within three calendar days after receipt of the employee's timely written demand for an investigation and public hearing, the City Administrator shall cause to be delivered to the employee or to the employee's residence and to the Secretary of the Civil Service Commission a notice containing:

(a) A statement of the charge(s);

(b) The names of the witnesses who will be called on behalf of the city and a general statement of the nature of their testimony;

(c) Copies of the documents to be offered by the city in support of the charge(s);

(8) Within six calendar days after the filing of the employee's timely written demand for an investigation and public hearing, or within three days following his/her receipt of the information required by subdivision(C)(7), whichever is later, the employee shall deliver copies of the following to both the City Administrator and the Secretary of the Civil Service Commission:

(a) A response to the statement of the charge(s);

(b) The names of witnesses who will be called on behalf of the employee and a general statement of the nature of their testimony; and

(c) Copies of the documents to be offered by the employee in response to the charge(s).

(9) Within nine calendar days after the employee's timely filing of the written demand for an investigation and public hearing or within two days following his/her receipt of the information required by subdivision(C)(8), whichever is later, the City Administrator shall cause to be delivered to the employee or to the employee's residence and to the Secretary of the Civil Service Commission a list of rebuttal evidence expected to be presented by the city at the hearing, including a list of rebuttal witnesses with a general statement of the substance of their testimony and a list of any documents expected to be introduced to rebut the employee's evidence.

(10) If any of the deadlines provided for in subdivisions (2), (4), (5),(7), (8), or (9) of this division falls on a Saturday, Sunday or legal holiday observed by the city, then such deadline shall be extended to the next working day. Furthermore, such deadlines and time limits are directory and not jurisdictional, and the failure of either party to meet any one of such deadlines and time limits shall not prevent or bar the imposition of appropriate

disciplinary action, or result in the suspension, termination or abatement of any disciplinary proceeding or disciplinary action previously imposed.

(11) Upon receipt of an employee's timely written demand for an investigation and public hearing, the Commission shall conduct an investigation. The Commission shall be represented in such investigation by the City Attorney, if authorized by the City Administrator. If the City Attorney does not represent the Commission, the Commission may be represented by special counsel appointed by the Commission for such investigation. The investigation shall be based upon a review of the materials filed by the City Administrator and by the employee with the Secretary of the Civil Service Commission, and shall be confined to the determination of whether the disciplinary action was made in good faith for cause, which shall mean that the action was not arbitrary or capricious and was not made for political or religious reasons. The Commission and its members may also review the submissions of the City Administrator and of the employee to determine whether any individuals or documents should be subpoenaed by the Commission for the subsequent public hearing before the Commission.

(12) The Commission shall schedule a public hearing to be held after the investigation and no less than ten nor more than 20 calendar days from the date of filing of the employee's written demand for an investigation and public hearing. The Commission shall notify the City Administrator and employee in writing at least three calendar days prior to the date of the hearing of the date, time and place of hearing. The Commission may be represented at such hearing by the City Attorney, if authorized by the City Administrator. If the City Attorney does not represent the Commission, the Commission may be represented by special counsel appointed by the Commission for such hearing.

(13) The City Administrator shall be permitted to appear in person and by counsel and to present the case of the city. The City Administrator may present evidence by testimony, documents, and other exhibits and shall be permitted to cross-examine the employee's witnesses. At the hearing, the employee shall be permitted to appear in person and by counsel and to present his or her defense. The employee may present evidence by testimony, documents, and other exhibits and shall be permitted to cross-examine the witnesses called by the city.

(14) The Commission may affirm the action taken by the City Administrator, if such action is supported by a preponderance of the evidence. If the Commission finds that the removal, suspension, demotion or discharge was made for political or religious reasons or was not made in good faith for cause, it shall order the immediate reinstatement or re-employment of the employee in the position or employment from which the employee was removed, suspended, demoted or discharged, which reinstatement shall, if the Commission in its discretion so provides, be retroactive and entitle such person to compensation and restoration of benefits and privileges from the time of such removal, suspension, demotion or discharge.

(15) Upon the hearing, in lieu of affirming the removal, suspension, demotion or discharge, the Commission may modify the order of removal, suspension, demotion or discharge by directing a suspension, with or without pay, for a given period and the subsequent restoration to duty or demotion in position or pay. No later than ten calendar days after the hearing, the Commission shall certify its findings in writing to the employee and to the City Administrator who shall enforce them.

(16) Appeals from the decision of the Civil Service Commission may be taken to the District Court in the manner provided by law.

(17) A day shall be counted as a working day under subdivisions(C)(2), (4), and (5) only if both the person required to serve a document or thing or to perform an act and the person or persons who are to receive service of the document or thing or to be the recipient or recipients of such action are both actively on duty and working for the city within the corporate limits of the city on such day. For purposes of this division (C), both the City Council and the Civil Service Commission shall be deemed to be actively on duty and working for the city within the corporate limits of the city each day that is not a Saturday, Sunday, or legal holiday observed by the city.

(18) The Acting City Administrator may act for the City Administrator under this division (C) only if the office of City Administrator is vacant or if the City Administrator is and has been incapacitated due to illness, injury, or suspension for in excess of 14 calendar days. The Acting Chief of Police may act for the Chief of Police under this division (C) only if the office of Chief of Police is vacant or if the Chief of Police is and has been incapacitated due to illness, injury, or suspension for in excess of 14 calendar days.

('79 Code, § 14-305) (Ord. 395, passed 11-19-85; Am. Ord. 411, passed 4-16-86; Am. Ord.

1018, passed 1-16-07) *Statutory reference: Authority, see Neb. RS 19-1833*

SECTION 2. Repeal of Conflicting Ordinances. All ordinances and parts of ordinances as previously enacted that are in conflict with this Ordinance or any part hereof are hereby repealed.

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

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

PASSED AND APPROVED THIS 1ST DAY OF JUNE 2021

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JUNE 1, 2021 AGENDA

Subject:	Type:	Submitted By:
LA VISTA CITY CENTRE REPLAT FOUR FINAL PLAT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A resolution has been prepared to approve the Final Plat for La Vista City Centre Replat Four to incorporate minor adjustments before it is recorded with the Sarpy County Register of Deeds.

FISCAL IMPACT

None.

RECOMMENDATION

Approval subject to satisfaction of all applicable requirements, including without limitation, any applicable notices, hearings, approvals, or property conveyances.

BACKGROUND

The City's architect recommends minor adjustments to the Final Plat for La Vista City Centre Replat Four, as approved by City Council on March 3, 2020, before it is recorded with the Sarpy County Register of Deeds. Replat Four establishes three lots for the proposed event venue, anchor office building, and public facilities, and dedicates certain right-of-way in La Vista City Centre.

The Planning Commission held a meeting on May 20, 2021 and unanimously voted to recommend approval of the Final Plat for Replat Four as modified to incorporate minor adjustments, subject to satisfaction of all applicable requirements as the City Administrator or City Administrator's designee determines necessary or appropriate, including without limitation, any applicable notices, hearings, approvals or property conveyances. A copy of the staff report from the initial approval of the Final Plat on March 3, 2020 is on file with the City Clerk for reference if desired.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, TO APPROVE THE FINAL PLAT FOR LA VISTA CITY CENTRE REPLAT FOUR, A REPLAT OF LOT 13 AND OUTLOT A, LA VISTA CITY CENTRE, AND LOT 1, LA VISTA CITY CENTRE REPLAT THREE SUBDIVISIONS, AS SURVEYED, PLATTED AND RECORDED IN THE SOUTHWEST QUARTER AND NORTHWEST QUARTER, TOGETHER WITH A PART OF TAX LOT 12 IN THE NORTHWEST QUARTER, ALL IN SECTION 14, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., CITY OF LA VISTA, SARPY COUNTY.

WHEREAS, the applicant, La Vista City Centre, LLC applied for approval of a final plat for La Vista City Centre Replat Four, which is a replat of Lot 13 and Outlot A, La Vista City Centre, and Lot 1, La Vista City Centre Replat Three, together with a part of Tax Lot 12 14-14-12 ("Final Plat"); and

WHEREAS, the City Engineer has reviewed the Final Plat; and

WHEREAS, on May 20, 2021, the La Vista Planning Commission reviewed the Final Plat and recommended approval subject to the following conditions:

1. Satisfaction of all applicable requirements as the City Administrator or City Administrator's designee determines necessary or appropriate, including without limitation, any applicable notices, hearings, approvals or property conveyances.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that, subject to satisfaction of all applicable requirements as the City Administrator or City Administrator's designee determines necessary or appropriate, including without limitation, any applicable notices, hearings, approvals or property conveyances, the Final Plat for La Vista City Centre Replat Four be, and hereby is, approved.

PASSED AND APPROVED THIS 1ST DAY OF JUNE, 2021.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk



CITY OF LA VISTA
PLANNING DIVISION

RECOMMENDATION REPORT

CASE NUMBER: PSFP 19-0001

FOR HEARING ON: March 3, 2020

REPORT PREPARED ON: February 24, 2020

I. GENERAL INFORMATION

A. APPLICANT:

La Vista City Centre LLC
P.O. Box 428
Boys Town, NE 68010

B. PROPERTY OWNERS:

Lot 1 La Vista City Centre Replat Three and Lot 13 La Vista City Centre:

La Vista City Centre LLC
222 S. 15th Street, Suite 1404S
Omaha, NE 68102

Outlot A La Vista City Centre and PT of Tax Lot 12, 14-14-12:

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

C. LOCATION: North of the intersection of Main Street and City Centre Drive.

D. LEGAL DESCRIPTION: Lot 13 and Outlot A La Vista City Centre, Lot 1 La Vista City Centre Replat 3, and portions of Tax Lot 12 14-14-12

E. REQUESTED ACTION(S): Final Plat and Subdivision Agreement for proposed Lots 1-3 La Vista City Centre Replat 4 and the dedication of associated right-of-way for the purpose of redevelopment.

F. EXISTING ZONING AND LAND USE:

- Portions of Tax Lot 12 14-14-12 - R-1, Single-Family Residential with Gateway Corridor District (Overlay District); vacant; unused (Portions of the proposed Lot 3 La Vista City Centre Replat 4 within this area are proposed to be rezoned MU-CC, Mixed Use-City Centre District).
- Lot 13 and Outlot A La Vista City Centre - Mixed Use City Centre; vacant.
- Lot 1 La Vista City Centre Replat 3 - Mixed Use City Centre; vacant.

G. PURPOSE OF REQUEST:

1. Final Plat and Subdivision Agreement to replat the lots listed in the request into 3 lots and the dedication of associated right-of-way for the purpose of redevelopment.

H. SIZE OF SITE: 4.635 Acres

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE: The land is generally flat with a gradual downward slope generally north and east. The slope significantly increases downward along the northern half.

B. GENERAL NEIGHBORHOOD/AREA ZONING AND LAND USES:

1. **North:** La Vista Civic Centre Park, R-1 Single-Family Residential with a Gateway Corridor Overlay (Overlay District) and a FF/FW Flood Plain District (Overlay District); Open Recreation Space
2. **East:** Lot 14 La Vista City Centre, MU-CC, Mixed Use City Centre District; Mixed Use development; and La Vista Civic Centre Park, R-1 Single-Family Residential with a Gateway Corridor District (Overlay District) and a FF/FW Flood Plain District (Overlay District); Open Recreation Space.
3. **South:** La Vista City Centre; MU-CC, Mixed Use City Centre District; Mixed Use development.
4. **West:** Lot 12 La Vista City Centre Replat 3, MU-CC, Mixed Use City Centre District; vacant; and La Vista Civic Centre Park, R-1 Single-Family Residential with a Gateway Corridor District (Overlay District) and a FF/FW Flood Plain District (Overlay District); Open Recreation Space.

C. RELEVANT CASE HISTORY:

1. The final plat for La Vista City Centre was originally approved by City Council on July 19, 2016.
2. The preliminary plat for La Vista City Centre Replat 4 was approved on August 20, 2019.

D. APPLICABLE REGULATIONS:

1. Section 5.06 of the Zoning Regulations – R-1 Single-Family Residential
2. Section 5.18 of the Zoning Regulations – FF/FW Flood Plain District (Overlay District)
3. Section 5.19 of the Zoning Regulations – MU-CC Mixed Use City Centre District
4. Section 3.05 of the Subdivision Regulations – Final Plats

III. **ANALYSIS**

- A. COMPREHENSIVE PLAN:** The Future Land Use Map of the Comprehensive Plan designates areas within proposed Lots 1 and 3 as Mixed Use. The areas within Lot 2 will remain designated as Parks and Recreation.
- B. OTHER PLANS:** This area has also been designated as blighted and substandard and in need of redevelopment. A proposed amendment to the *84th Street Redevelopment Plan* would incorporate part of the northern portion of the former City golf course into the mixed use redevelopment project area.

C. TRAFFIC AND ACCESS:

- 1. The proposed La Vista City Center Replat 4 Final Plat includes the dedication of additional right-of-way along City Centre Drive. This allows for right-of-way access to the lot in this request.
- 2. The access point at 84th Street and Summer Drive has been converted to a temporary construction entrance. Existing access to City Centre Drive is from Main Street, with connections to 84th Street and Giles Road through the internal road system. The development plan also proposes the connection of City Center Drive to 84th Street in the near future.

Sidewalk and trail connections will be made at the time of development for each of the parcels involved in the plat.

- 3. A technical memorandum regarding traffic has been provided to update the previous traffic impact study performed by Olsson in August 2016 for the La Vista City Centre project. This memorandum was compiled to assess the traffic impacts associated with the proposed land use change on the north end of the La Vista City Centre project.

Staff review of the technical memorandum concluded that the infrastructure that exists and that has been designed and nearing completion in La Vista City Centre is sufficient for the smaller events. That is based on the prediction in the memo that up to 400 persons in 200 vehicles would be arriving during the PM peak hour, which will overlap with the typical PM peak demand of the corridor.

It is recommended that an Event Traffic Management Plan be prepared and made part of a Security, Maintenance, and Operations Plan and the Conditional Use Permit. Such plan shall be approved by, and on record with the La Vista Police Department as a condition of the Conditional Use Permit. The proposed permit also would provide for adjustment of

event start times as needed if anticipated traffic for events overlapping with peak hour traffic on 84th Street is greater than the predicted in the technical memorandum.

D. UTILITIES:

1. The properties have access to water, sanitary sewer, gas, power and communication utilities.

IV. REVIEW COMMENTS:

1. Applicant is proposing to develop an Event Center on proposed Lot 3, which would incorporate and require rezoning to MU-CC, Mixed Use-City Center zoning vacant unused portions of the property immediately adjacent to the north of La Vista City Centre.

As the proposed event center use is only allowed within the Mixed-Use City Centre zoning district as a conditional use, the applicant would need to obtain a conditional use permit to allow the use.

2. An existing sanitary and an existing storm sewer easement will be released as part of this plat. New easements are shown and will be dedicated as separate instruments in conjunction with the plat.
3. A portion of Lot 2, as proposed, will fall within the FF/FW Flood Plain District (Overlay District). A Floodplain Development Permit will most likely need to be obtained as to ensure flood hazards are analyzed as to satisfy the conditions of the zoning ordinance.
4. An amendment to the Subdivision Agreement has been prepared to address public infrastructure installation and expenditures. There will also be a need for some form of agreement to address shared, common-area improvements between the lots.
5. The overall disturbed area will exceed five acres, which might require modification of erosion control permit(s) in Permix.

V. STAFF RECOMMENDATION – Final Plat:

Staff recommends approval of La Vista City Centre Replat 4 Final Plat and related subdivision agreement amendment, subject to satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of an amendment to the Redevelopment Plan and approval and recording of redevelopment agreement amendment, subdivision agreement amendment, and applicable property conveyances.

VI. PLANNING COMMISSION RECOMMENDATION:

The Planning Commission held a public meeting on February 20, 2020 and unanimously voted to recommend approval of La Vista City Centre Replat 4 Final Plat, subject to such modifications or conditions, if any, as the City Administrator determines necessary or appropriate, satisfaction of all applicable requirements, including without limitation, notice, hearing, and approval of an amendment to the Redevelopment Plan and approval and recording of final replat, redevelopment agreement amendment, subdivision agreement amendment, and applicable property conveyances.

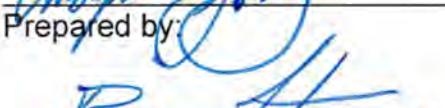
VII. ATTACHMENTS TO REPORT:

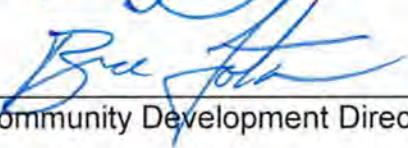
1. Vicinity Map
2. Staff Review Letters
3. Final Plat Map set

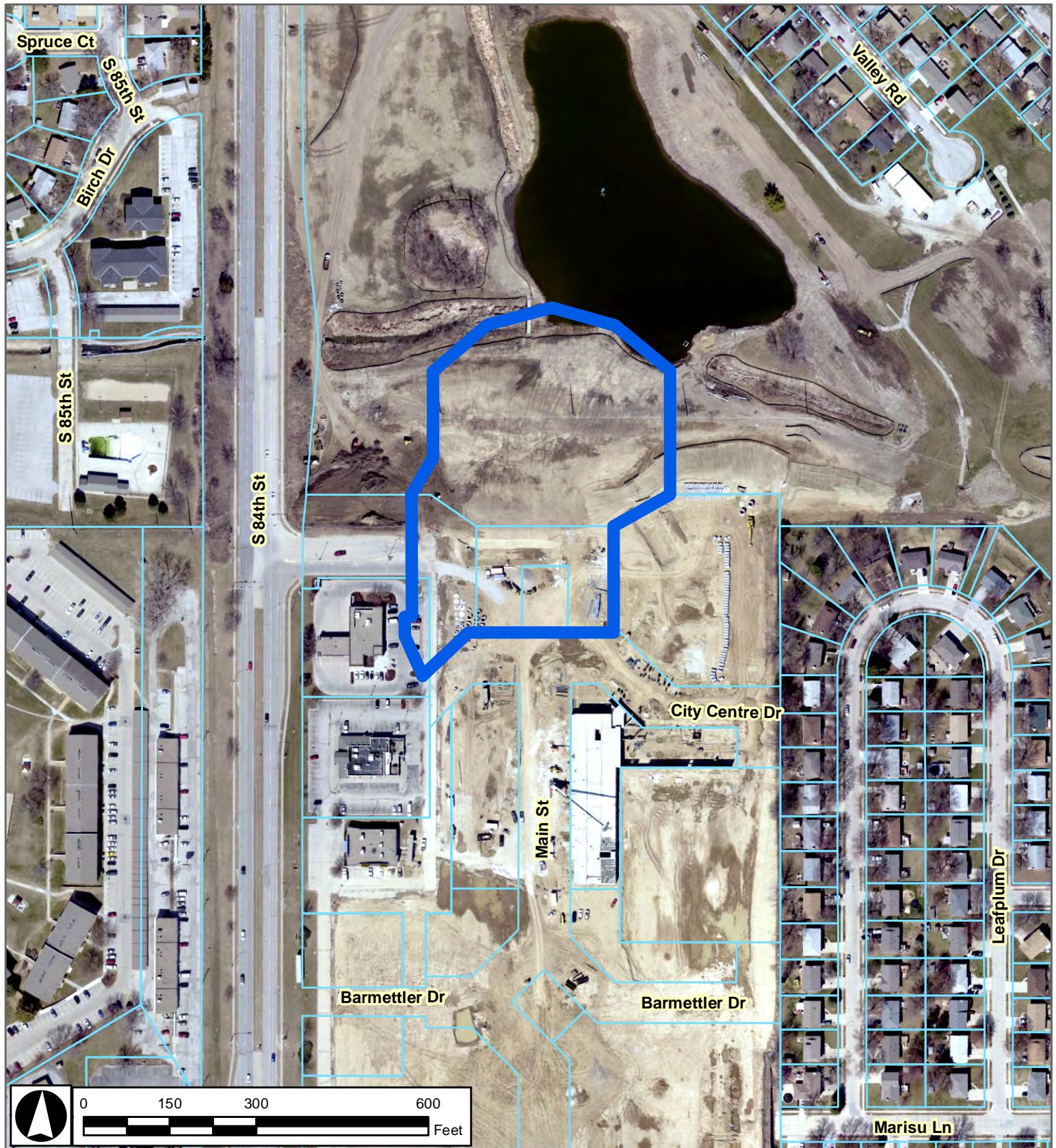
VIII. COPIES OF REPORT SENT TO:

1. Eric Williams, Olsson Associates Inc.
2. Chris Erickson, La Vista City Centre, LLC
3. Public Upon Request

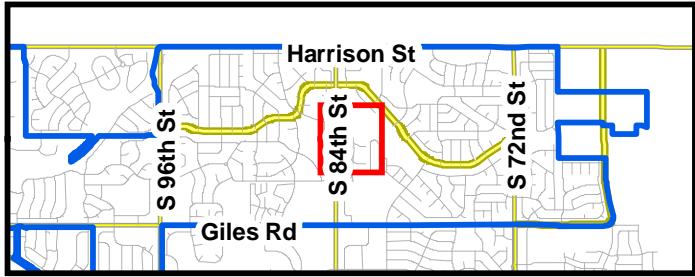
Prepared by:


Bruce Johnson
Community Development Director


2/27/2020
Date



Project Vicinity Map



La Vista City Centre Replat 4 Final Plat

1/30/2020

CAS



CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JUNE 1, 2021 AGENDA

Subject:	Type:	Submitted By:
ROTELLA'S ITALIAN BAKERY – BLIGHT & SUBSTANDARD DETERMINATION STUDY	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRUCE FOUNTAIN COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A resolution has been prepared to submit the Rotella's Italian Bakery Blight & Substandard Determination Study to the Planning Commission for review and recommendation.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

On April 20, 2021, the Council authorized the selection of Hanna:Keelan Associates as the consultant to prepare a determination of blighted and substandard study for the Rotella's Italian Bakery Redevelopment Area. The consultant has completed the study, a copy of which is attached.

As required by state statute, a resolution has been prepared requesting the Planning Commission to review and make a recommendation to the City Council as to whether the Rotella's Italian Bakery Redevelopment Area is a substandard and blighted area. Once the recommendation is received, the City Council, after notice and public hearing, will consider whether or not to declare the area as substandard and blighted and in need of redevelopment. Council action is preliminarily scheduled for the Council meeting on August 3, 2021.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA REQUESTING THE PLANNING COMMISSION MAKE A RECOMMENDATION AS TO WHETHER THE ROTELLA'S ITALIAN BAKERY REDEVELOPMENT STUDY AREA IS A SUBSTANDARD AND BLIGHTED AREA AND SUBMIT THEIR RECOMMENDATION TO THE CITY COUNCIL.

WHEREAS, the Mayor and City Council hereby find and determine: that there has been placed on file with the City Clerk a study entitled Blight and Substandard Determination Study for area referred to as the "Rotella's Italian Bakery Redevelopment Area" prepared by Hanna-Keelan (the "Study"), and;

WHEREAS, under Section 18-2109, Nebraska Revised Statutes, it is necessary and appropriate to refer the Study to the Planning Commission of the City of La Vista, at its July 1st meeting, for its review and recommendations, and;

WHEREAS, the Study is hereby ordered submitted to the Planning Commission of the City for its review and recommendations, and;

WHEREAS, the City Clerk is hereby directed to set a public hearing upon the Study for the next practicable meeting of the Mayor and City Council for which notice can be given in accordance with such Section 18-2109 and 18-2115, Nebraska Revised Statutes, and which is to occur after the Planning Commission's recommendations are to be received. The City Clerk shall give notice of such hearing as required by law;

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska to hereby requesting the Planning Commission make a recommendation as to whether the Rotella's Italian Bakery Redevelopment Area is a substandard and blighted area and submit their recommendation to the City Council.

PASSED AND APPROVED THIS 1ST DAY OF JUNE, 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

City of La Vista, Nebraska.

Rotella's Italian Bakery Redevelopment Area.

Blight & Substandard Determination Study.

May, 2021.



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**HANNA:KEELAN ASSOCIATES, P.C.
COMMUNITY PLANNING & RESEARCH**

*** Lincoln, Nebraska * 402.464.5383 ***

La Vista, Nebraska
Blight & Substandard Determination Study
Rotella's Italian Bakery Redevelopment Area

BLIGHT & SUBSTANDARD DETERMINATION STUDY

EXECUTIVE SUMMARY

Purpose of Study

The purpose of this **Blight and Substandard Determination Study** is to apply the criteria set forth in the **Nebraska Community Development Law**, Section 18-2103, to the designated **Rotella's Italian Bakery Redevelopment Area** in the City of La Vista, Nebraska. The results of this **Study** will assist the City in declaring the **Redevelopment Area** as both **blighted and substandard**.

Location

The **Rotella's Italian Bakery Redevelopment Area** is located entirely within the current Corporate Limits of the City of La Vista, as depicted in **Illustration 1, Context Map, Page 2**, and equals approximately **58 acres**. The **Area** is comprised primarily of industrial and commercial land uses, but also includes the historic Portal Cemetery (1879). The **Rotella's Italian Bakery Redevelopment Area** includes the following **Property IDs** of record on file with the Sarpy County Assessor's Office, presented below.

11595685	11604937	10944745	10522336
10522603	10522417	10415017	10526153

The **Redevelopment Area** includes the Rotella's Italian Bakery retail shop, production facilities and associated warehouses. Additionally, Portal Cemetery, R+L Carriers, United State Cold Storage and the Millard Metal Services office are within the **Redevelopment Area**. The majority of these industrial buildings have experienced some level of deterioration and are 40+ years of age.

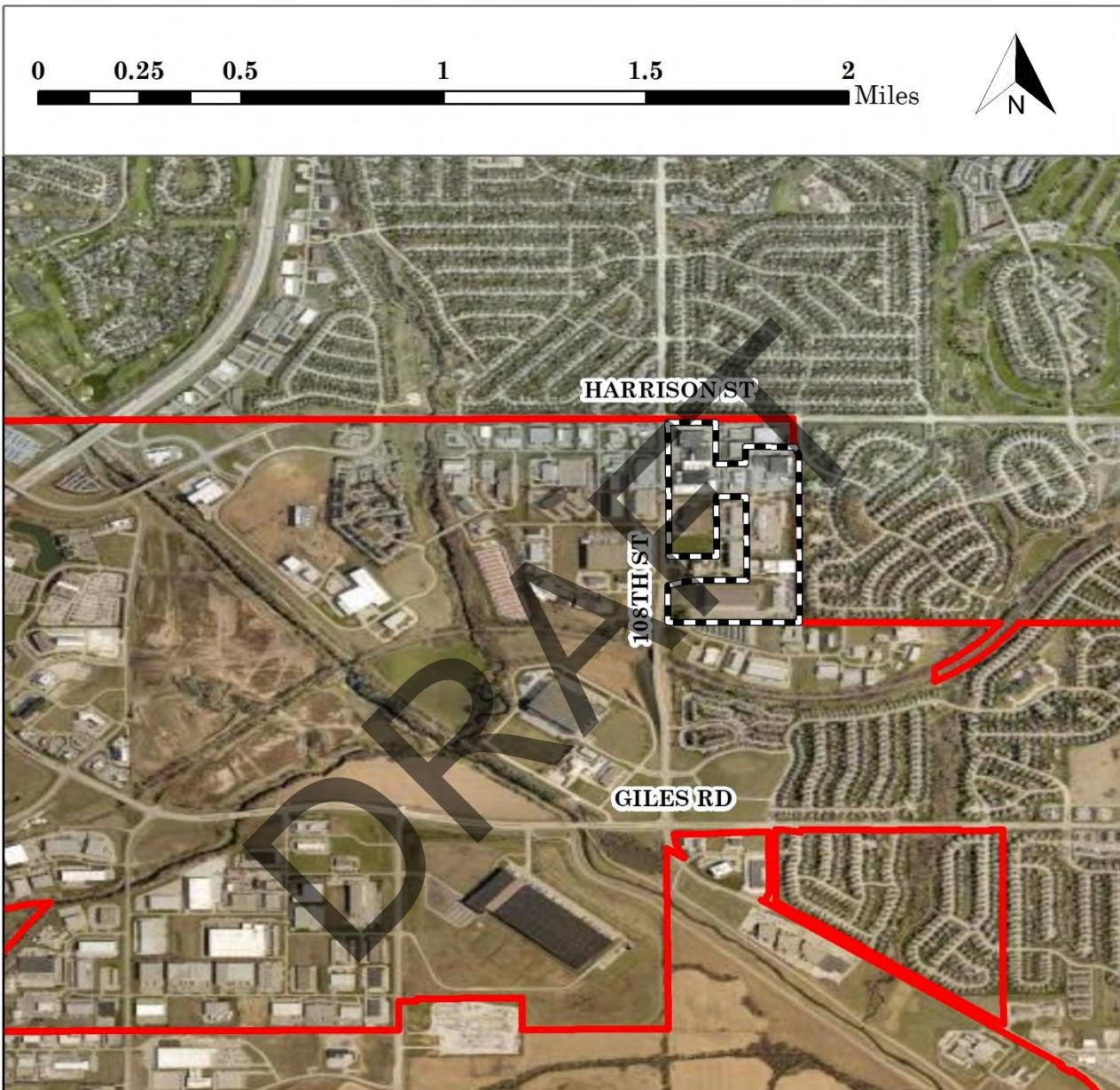


La Vista, Nebraska

Blight & Substandard Determination Study
Rotella's Italian Bakery Redevelopment Area

CONTEXT MAP – ILLUSTRATION 1

ROTELLA'S ITALIAN BAKERY REDEVELOPMENT AREA LA VISTA, NEBRASKA



LEGEND

LA VISTA CORPORATE LIMITS

REDEVELOPMENT AREA BOUNDARY

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La Vista, Nebraska
Blight & Substandard Determination Study
Rotella's Italian Bakery Redevelopment Area

This **blight and substandard evaluation** included a detailed **exterior structural survey of eight structures**, a **field inventory** of their associated **parcels**, conversations with both City of La Vista and Metropolitan Utilities District staff, and a review of available reports and documents containing information which could substantiate the existence of **blight and substandard conditions**.

SUBSTANDARD AREA

As set forth in the Nebraska legislation, a **substandard area** shall mean one in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which by reason of the presence of the following factors:

1. Dilapidated/deterioration;
2. Age or obsolescence;
3. Inadequate provision for ventilation, light, air, sanitation or open spaces;
4. (a) High density of population and overcrowding; or
(b) The existence of conditions which endanger life or property by fire and other causes; or
(c) Any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, and is detrimental to the public health, safety, morals or welfare.

BLIGHTED AREA

As set forth in the Section 18-2103 (11) Nebraska Revised Statutes (Cumulative Supplement 1994), a **blighted area** shall mean "an area, which by reason of the presence of the following factors:

1. A substantial number of deteriorated or deteriorating structures;
2. The advanced age and associated condition of structures;
3. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
4. Insanitary or unsafe conditions due to the age, condition or small diameter of water mains;
5. Deterioration of site or other improvements;
6. Diversity of ownership;
7. Tax or special assessment delinquency exceeding the fair value of the land;
8. Defective or unusual conditions of title;
9. Improper subdivision or obsolete platting;

10. The existence of conditions which endanger life or property by fire or other causes;
11. Any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations or constitutes an economic or social liability; and
12. Is detrimental to the public health, safety, morals or welfare in its present condition and use; and in which there is at least one or more of the following conditions exists;
 1. Unemployment in the study or designated blighted area is at least one hundred twenty percent of the state or national average;
 2. The average age of the residential or commercial units in the area is at least 40 years;
 3. More than half of the plotted and subdivided property in an area is unimproved land that has been within the City for 40 years and has remained unimproved during that time;
 4. The per capita income of the study or designated blighted area is lower than the average per capita income of the City or Village in which the area is designated; or
 5. The area has had either stable or decreasing population based on the last two decennial censuses.

While it may be concluded the mere presence of a majority of the stated **Factors** may be sufficient to make a finding of **blight and substandard**, this evaluation was made on the basis that existing **Blight and Substandard Factors** must be present to an extent which would lead reasonable persons to conclude public intervention is appropriate or necessary to assist with any development or redevelopment activities. Secondly, the distribution of **Blight and Substandard Factors** throughout the **Rotella's Italian Bakery Redevelopment Area** must be reasonably distributed so basically good areas are not arbitrarily found to be blighted simply because of proximity to areas which are **blighted and substandard**.

On the basis of this approach, the Rotella's Italian Bakery Redevelopment Area is found to be eligible as "blighted" and "substandard" within the definition set forth in the legislation.

SUBSTANDARD FACTORS

One Substandard Factor set forth in the Nebraska Community Development Law have a “strong presence” and **Three Factors** have a “reasonable presence” within the **Rotella’s Italian Bakery Redevelopment Area**. The **Substandard Factors** are described in detail, below.

TABLE 1
SUBSTANDARD FACTORS
ROTELLA’S ITALIAN BAKERY REDEVELOPMENT AREA
LA VISTA, NEBRASKA

1. Dilapidated/deterioration.	<input checked="" type="checkbox"/>
2. Age or obsolescence.	<input type="checkbox"/>
3. Inadequate provision for ventilation, light, air, sanitation or open spaces.	<input checked="" type="checkbox"/>
4. Any combination of factors that are detrimental to the public health, safety, morals, or welfare.	<input checked="" type="checkbox"/>

Strong Presence of Factor

Reasonable Presence of Factor

No Presence of Factor

Source: Hanna:Keelan Associates, P.C., 2021.

Strong Presence of Factor -

As per information obtained from the Sarpy County Assessor’s Office and the results of the **Survey** analysis, a total of **six structures**, or **75 percent** of the eight total structures, are **40+ years of age** (built in or prior to 1981). The **average age** of structures in the **Redevelopment Area** is an estimated **44 years**. The **Factor of Age or Obsolescence** is a **strong presence** throughout the **Area**.

Reasonable Presence of Factor –

The results of the **Structural/Site Conditions Survey** identified **seven structures** in the **Rotella’s Italian Bakery Redevelopment Area** as being in a **deteriorating** condition with minor defects and **one structure** as being in a **deteriorating** condition with major defects. Thus, **all of the eight total structures** are in a **deteriorating** condition with minor defects or worse. This **Factor** is a **reasonable presence** throughout the **Area**.

The conditions which result in the ***Inadequate Provision for Ventilation, Light, Air, Sanitation or Open Space*** are a **reasonable presence** throughout Rotella's **Italian Bakery Redevelopment Area**. The municipal water and sewer mains that primarily serve the **Area** were described by Metropolitan Utilities District (MUD) and La Vista City Staff as, generally, being in "good" or "fair" condition, based upon performance and break history. The sanitary sewer mains throughout the **Area** consist of clay tile pipes and were constructed in 1972.

A majority of water mains in the **Redevelopment Area** are 50 years of age, though three segments were constructed after 2000. The water distribution system is constructed of ductile-iron pipes. To support redevelopment activities in the **Redevelopment Area**, including rehabilitation efforts of industrial buildings, the installation of new water and sanitary sewer mains meeting current standards will be required.

The field analysis determined that the ***Substandard Factor Any Combination of Factors that are Detrimental to the Public Health, Safety, Morals, or Welfare*** is a **reasonable presence** throughout the **Redevelopment Area**. The primary contributing elements includes deteriorating buildings that will require a moderate level of rehabilitation in the near future. The presence of deteriorating site conditions, including parcels with debris, scrap materials and decaying sheds, pose risks to the public health and safety.

Additionally, water and sanitary sewer mains within the **Area** are aging, and sewer mains are constructed of outmoded material. Water and sewer mains were described as being in an adequate condition but will need to be replaced and/or expanded to support future development efforts within the **Redevelopment Area**.

The prevailing substandard conditions, evident in buildings and the public infrastructure, as determined by the field survey, in the Redevelopment Area include:

1. Deteriorating and dilapidated structures;
2. Advanced age of structures, including an average age of 44 years for all structures;
3. Approximately 50 percent of parcels in the **Area** were recorded as maintaining "Fair" to "Poor" overall site conditions;
4. The **Area** is serviced by water and sewer mains that are aging and constructed of outmoded materials.

BLIGHT FACTORS

Of the **12 Blight Factors** set forth in the **Nebraska Community Development Law**, throughout the **Rotella's Italian Bakery Redevelopment Area**, two represent a **strong presence** and seven were present to a **reasonable extent**. Two **Factors** had **no presence** of blight. The Factor, "defective or unusual condition of title," was not reviewed. All **Blight Factors** are reasonably distributed throughout **Redevelopment Area**.

TABLE 2
BLIGHT FACTORS
ROTELLA'S ITALIAN BAKERY REDEVELOPMENT AREA
LA VISTA, NEBRASKA

1.	A substantial number of deteriorated or dilapidated structures.	<input type="checkbox"/>
2.	Existence of defective or inadequate street layout.	<input type="checkbox"/>
3.	Faulty lot layout in relation to size, adequacy, accessibility or usefulness.	<input type="checkbox"/>
4.	Insanitary or unsafe conditions.	<input type="checkbox"/>
5.	Deterioration of site or other improvements.	<input type="checkbox"/>
6.	Diversity of Ownership.	<input type="checkbox"/>
7.	Tax or special assessment delinquency exceeding the fair value of land.	<input type="checkbox"/>
8.	Defective or unusual condition of title.	NR
9.	Improper subdivision or obsolete platting.	<input type="checkbox"/>
10.	The existence of conditions which endanger life or property by fire or other causes.	<input type="checkbox"/>
11.	Other environmental and blighting factors.	<input type="checkbox"/>
12.	One of the other five conditions.	<input type="checkbox"/>
Strong Presence of Factor		<input type="checkbox"/>
Reasonable Presence of Factor		<input type="checkbox"/>
Little or No Presence of Factor		<input type="checkbox"/>
NR = Not Reviewed		NR

Source: Hanna:Keelan Associates, P.C., 2021.

Strong Presence of Factor –

Existence of Defective or Inadequate Street Layout is a **strong presence** throughout the **Redevelopment Area**, due to approximately 50 percent of the existing streets being in “fair” in condition. Additionally, 62.5 percent of parcels within the **Area** lack public sidewalks entirely.

One of the Required Five Additional Blight Factors has a **strong presence** throughout the **Redevelopment Area**. Based on the **Survey** analysis and records of the Sarpy County Assessor’s Office, the estimated average of all structures in the **Redevelopment Area** is 44 years.

Reasonable Presence of Factor –

Deteriorated or Dilapidated Structures are a **reasonable presence** throughout the **Redevelopment Area**. All eight of the structures in the **Redevelopment Area** were documented as deteriorating with minor or major defects.

Faulty Lot Layout is a **reasonable presence** throughout the **Redevelopment Area**. Several parcels within the **Area** are irregularly shaped (lack uniform width and/or depth) due to large lots being subdivided on an as-needed basis to support one or multiple development projects.

Insanitary or Unsafe Conditions are a **reasonable presence** throughout the entire **Redevelopment Area**. Conditions contributing to this **Factor** include the presence of all buildings being in varied states of deteriorating conditions and six structures being 40+ years of age. Sanitary sewer mains in the **Area** are approximately 50 years of age and constructed of outmoded materials.

Deterioration of Site or Other Improvements is a **reasonable presence** throughout the **Rotella’s Italian Bakery Redevelopment Area**. An estimated four parcels, or 50 percent of the eight total parcels, were observed to have “fair” overall site conditions. Additionally, all eight structures were identified as deteriorating with minor or major defects.

Improper Subdivision or Obsolete Platting is a **reasonable presence** throughout the **Redevelopment Area**. Large, irregular tracts of land exist throughout the **Area** and may need to be re-platted for future development, as per the **City of La Vista Subdivision Regulations**.

The ***Existence of Conditions Which Endanger Life or Property by Fire or Other Causes*** is a **reasonable presence** throughout the **Redevelopment Area**. A majority of buildings were identified as being in some state of deterioration with minor or major defects. Further, sanitary sewer mains in the **Area** are approximately 50 years of age and are constructed of outmoded materials. Water and sewer mains will need to be replaced and/or expanded to support future development efforts in the **Redevelopment Area**.

Other Environmental and Blighting Factors, functionally and economically obsolescent land uses are a **reasonable presence** throughout the **Redevelopment Area**. The **Area** contains buildings that are deteriorating with minor and major defects, outmoded infrastructure and underdeveloped/underutilized land parcels. Portal Cemetery, although in existence for good cause, could be considered a non-conforming use within both the built-up neighborhood area and **Redevelopment Area** environs.

Little to No Presence of Factor –

Tax or Special Assessment Delinquency Exceeding the Fair Value of Land is a **reasonable presence** throughout the **Redevelopment Area**. Research of public records from the Sarpy County Assessor's Office concluded that of the eight parcels within the **Area**, none were recorded as property tax delinquent. One parcel throughout the **Area** is property tax exempt.

Diversity of Ownership is of little to no presence throughout the **Rotella's Italian Bakery Redevelopment Area**. Research of public records from the Sarpy County Assessor's Office indicates that approximately 5 individuals or distinct ownership groups own property within **Redevelopment Area**.

The Factor **Defective or Unusual Condition of Title** was not reviewed.

Conclusion.

It is the conclusion of the Consultant that the number, degree and distribution of **Blight and Substandard Factors**, as documented in this **Executive Summary**, are beyond remedy and control solely by regulatory processes in the exercise of the police power and cannot be dealt with effectively by the ordinary operations of private enterprise without the aids provided in the **Nebraska Community Development Law**. It is also the opinion of the that the Consultant findings of this **Blight and Substandard Determination Study** warrant designating the **Rotella's Italian Bakery Redevelopment Area** as "substandard" and "blighted."

The conclusions presented in this **Study** are those of the Consultant to examine whether conditions of **blight and substandard** exist. The City of La Vista Planning Commission and City Council should review this **Study** and, if satisfied with the summary of findings contained herein, may adopt a resolution making a **finding of blight and substandard** and this **Study** a part of the public record.

BASIS FOR REDEVELOPMENT

For a project in the City of La Vista to be eligible for redevelopment under the **Nebraska Community Development Law**, the subject area or areas must first qualify as both a “**substandard**” and “**blighted**” area, within the definition set forth in the **Nebraska Community Development Law**. This **Study** has been undertaken to determine whether conditions exist which would warrant designation of the **Rotella's Italian Bakery Redevelopment Area** as a “**blighted and substandard area**” in accordance with provisions of the law.

As set forth in Section 18-2103 (10) Neb. Rev. Stat. (Cumulative Supplement 1994), a **substandard area** shall mean an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which by reason of the following:

1. Dilapidation/deterioration;
2. Age or obsolescence;
3. Inadequate provision for ventilation, light, air, sanitation or open spaces;
4.
 - (a) High density of population and overcrowding; or
 - (b) The existence of conditions which endanger life or property by fire and other causes; or
 - (c) Any combination of such factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency and crime, and is detrimental to the public health, safety, morals or welfare.

As set forth in the Nebraska legislation, a **blighted area** shall mean an area, which by reason of the presence of:

1. A substantial number of deteriorated or deteriorating structures;
2. Existence of defective or inadequate street layout;
3. Faulty lot layout in relation to size, adequacy, accessibility or usefulness;
4. Insanitary or unsafe conditions;
5. Deterioration of site or other improvements;
6. Diversity of ownership;
7. Tax or special assessment delinquency exceeding the fair value of the land;
8. Defective or unusual conditions of title;
9. Improper subdivision or obsolete platting;

10. The existence of conditions which endanger life or property by fire or other causes;
11. Any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations or constitutes an economic or social liability;
12. Is detrimental to the public health, safety, morals, or welfare in its present condition and use; and in which there is at least one of the following conditions:
 1. Unemployment in the designated blighted area is at least one hundred twenty percent of the state or national average;
 2. The average age of the residential or commercial units in the area is at least 40 years;
 3. More than half of the plotted and subdivided property in the area is unimproved land that has been within the City for 40 years and has remained unimproved during that time;
 4. The per capita income of the designated blighted area is lower than the average per capita income of the City or Village in which the area is designated; or
 5. The area has had either stable or decreasing population based on the last two decennial censuses.

The Consultant for this **Blight and Substandard Determination Study** was guided by the premise that the finding of **blight and substandard** must be defensible and sufficient evidence of the presence of **Factors** should exist so members of the La Vista City Council, acting as reasonable and prudent persons, could conclude public intervention is necessary or appropriate. Therefore, each **Factor** was evaluated in the context of the extent of its presence and the collective impact of all **Factors** found to be present.

Also, these deficiencies should be reasonably distributed throughout the **Redevelopment Area**. Such a "reasonable distribution of deficiencies test" would preclude localities from taking concentrated **areas of blight and substandard conditions** and expanding the areas arbitrarily into non-blighted/substandard areas for planning or other reasons. The only exception which should be made to this rule is where projects must be brought to a logical boundary to accommodate new development and ensure accessibility, but even in this instance, the inclusion of such areas should be minimal and related to an area otherwise meeting the reasonable distribution of deficiencies test.

THE STUDY AREA

The purpose of this **Study** is to determine whether all or part of the designated **Rotella's Italian Bakery Redevelopment Area** in the City of La Vista, Nebraska, qualifies as a **blighted and substandard area**, within the definition set forth in the **Nebraska Community Development Law, Section 18-2103**.

Location

The **Rotella's Italian Bakery Redevelopment Area** is located entirely within the current Corporate Limits of the City of La Vista, as depicted in **Illustration 1, Context Map, Page 2**, and equals approximately **58 acres**. The **Area** is comprised primarily of industrial and commercial land uses, but also includes the historic Portal Cemetery (1879). The **Rotella's Italian Bakery Redevelopment Area** includes the following **Property IDs** of record on file with the Sarpy County Assessor's Office, presented below.

11595685	11604937	10944745	10522336
10522603	10522417	10415017	10526153

The **Redevelopment Area** includes the Rotella's Italian Bakery retail shop, production facilities and associated warehouses. Additionally, Portal Cemetery, R+L Carriers, United State Cold Storage, and the Millard Metal Services office are within the **Redevelopment Area**. The majority of these industrial buildings have experienced some level of deterioration and are 40+ years of age.



Table 3 identifies the estimated **Existing Land Use** within **Redevelopment Area**, in terms of number of acres and percentage of total for all existing uses. A map of **Existing Land Use** is also presented in **Illustration 2, Page 14**.

Industrial land uses comprise approximately 42 acres or 72 percent of the total land use in the **Redevelopment Area**. Two buildings, Millard Manufacturing and the Rotella's Italian Bakery main facility, include a combination of industrial and commercial land uses. The Rotella's Italian Bakery Facility includes a combined office, industrial bakery and retail store within one connected structure. Combined commercial/industrial uses comprise approximately 13.9 acres, or approximately 24 percent of the total land use in the **Area**.

TABLE 3
EXISTING LAND USE
ROTELLA'S BAKERY REDEVELOPMENT
AREA
LA VISTA, NEBRASKA

<u>Land Use</u>	<u>Acres</u>	<u>Percent</u>
Mixed		
Commercial/Industrial	13.9	23.8%
Industrial	42.2	72.4%
Streets/Public Right-of-Way	1.4	2.4%
Public/Quasi-Public (Portal Cemetery)	0.8	1.4%
Totals	58.3	100.0%

Source: Hanna:Keelan Associates, P.C., 2021.

Illustration 3, Page 15 identifies the existing **Zoning Districts** in the **Rotella's Italian Bakery Redevelopment Area**. The entire **Redevelopment Area** is zoned "Heavy Industrial (I-2)." Zoning activities are administered by the City of La Vista.

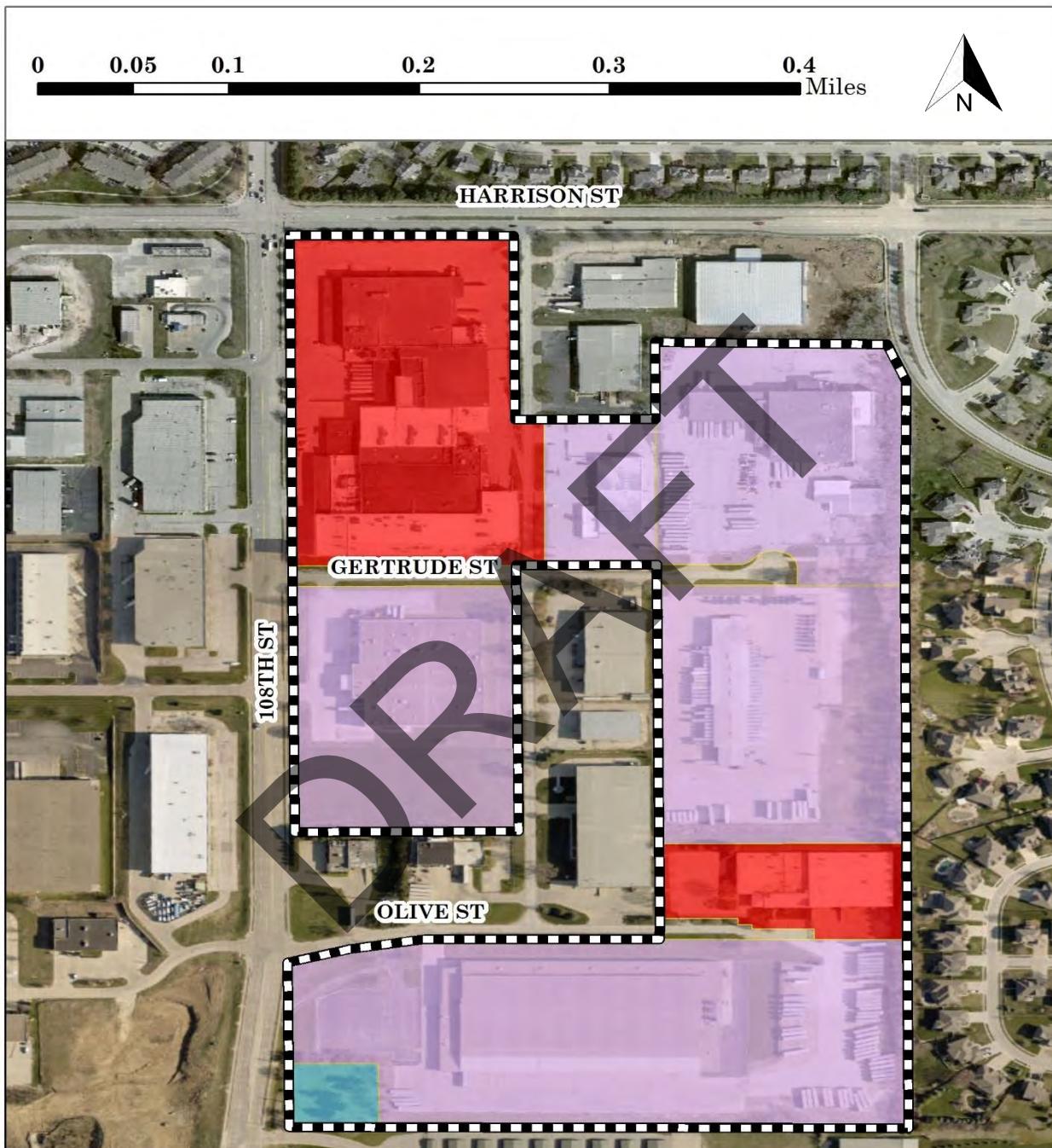


La Vista, Nebraska
 Blight & Substandard Determination Study
 Rotella's Italian Bakery Redevelopment Area

EXISTING LAND USE MAP – ILLUSTRATION 2

ROTELLA'S ITALIAN BAKERY REDEVELOPMENT AREA

LA VISTA, NEBRASKA



LEGEND

	REDEVELOPMENT AREA BOUNDARY		PUBLIC/QUASI-PUBLIC
	INDUSTRIAL	HANNA:KEELAN ASSOCIATES, P.C.	
	COMMERCIAL/INDUSTRIAL	COMMUNITY PLANNING & RESEARCH	

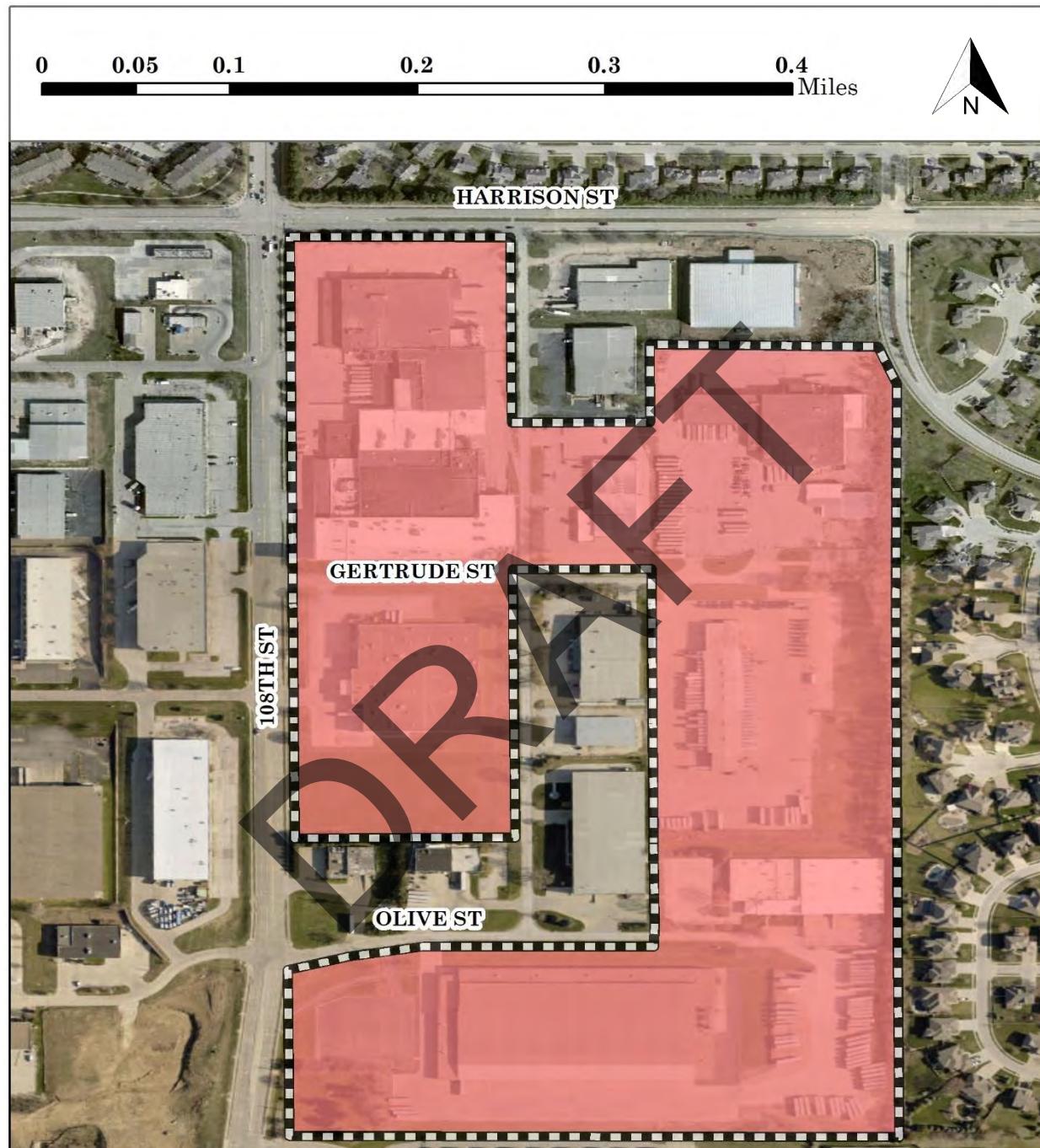
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Blight & Substandard Determination Study
Rotella's Italian Bakery Redevelopment Area

ZONING DISTRICTS MAP – ILLUSTRATION 3

ROTELLA'S ITALIAN BAKERY REDEVELOPMENT AREA

LA VISTA, NEBRASKA



LEGEND

 REDEVELOPMENT AREA BOUNDARY

 HEAVY INDUSTRIAL
DISTRICT (I-2)

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Blight & Substandard Determination Study
Rotella's Italian Bakery Redevelopment Area

THE RESEARCH APPROACH

The **blight and substandard determination research approach** implemented for the **Rotella's Italian Bakery Redevelopment Area** included an area-wide assessment (100 percent sample) of all of the Blight and Substandard Factors identified in the **Nebraska Community Development Law**, with the exception of **defective or unusual condition of title**. All **Factors** were investigated on an area-wide basis.

Structural/Site Conditions Survey Process

The rating of building conditions is a critical step in determining the eligibility of an area for redevelopment. It is important that the system for classifying buildings be based on established evaluation standards and criteria, and results in an accurate and consistent description of existing conditions.

A **Structural/Site Conditions Survey** was conducted in April of 2021. A total of **eight structures** received a comprehensive exterior inspection. These structures were evaluated to document structural deficiencies in individual buildings and to identify related environmental deficiencies in **Redevelopment Area**.

The **Structural/Site Conditions Survey** evaluated conditions of **eight legal parcels** of record identified by the Sarpy County Assessor's Office. Parcels were evaluated for existing and adjacent land uses, overall site conditions, existence of debris, parking conditions and street, sidewalk and alley surface conditions. The **Redevelopment Area** comprises approximately 58 acres. The **Structural/Site Conditions Survey Form** and associated results are provided in the **Appendix**.

Research on Property Ownership, Age and Financial Assessment of Properties

Public records and aerial photographs of all parcels in **Redevelopment Area** were analyzed to determine the number of property owners within the **Area**. Using Sarpy County Assessor's Office records, the average age of structures in the **Redevelopment Area** was determined by considering the dates of construction for both original structures and subsequent additions. As most structures within the **Area** have expanded after initial construction, considering both the original structure and subsequent additions was important in developing an accurate figure for the average age of buildings. The square footage of all structures/additions was calculated, and a proportion was determined for each structure relative to the total area of all structures. Through multiplying this proportion with each structure/addition's year of construction, and then summing the results, the overall average age of construction for all structures was calculated.

Additionally, an examination of public records was conducted to determine if tax delinquencies existed for properties in the **Redevelopment Area**. The valuation, tax amount and any delinquent amount was examined for each of the properties.

ELIGIBILITY SURVEY AND ANALYSIS FINDINGS

An analysis was made of each of the **Blight and Substandard Factors** listed in the Nebraska legislation to determine whether each or any were present in the **Rotella's Italian Bakery Redevelopment Area** and, if so, to what extent and in what locations. The following represents a summary evaluation of each **Blight and Substandard Factor** presented in the order of listing in the law.

SUBSTANDARD FACTORS

(1) Dilapidation/Deterioration of Structures

The rating of structural conditions is a critical step in determining the eligibility of a substandard area for redevelopment. The system for classifying structures must be based on established evaluation standards and criteria and result in an accurate and consistent description of existing conditions.

The following summarizes the process used for assessing building conditions in **Redevelopment Area**, the standards and criteria used for evaluation and the findings as to the existence of dilapidation/deterioration of structures.

The **Structural/Site Conditions Survey** was based on an exterior inspection of all **eight existing structures** within the **Area**, to note structural deficiencies in individual buildings and to identify related environmental deficiencies for individual sites or parcels within the **Area**.

1. Structure/Building Systems Evaluation.

During the on-site field analysis, each component of a structure/building was examined to determine whether it was in sound condition or had minor, major or critical defects. Structures/building systems examined included the following three types, **one Primary** and **two Secondary**.

Structural Systems (Primary Components). These include the basic elements of any structure/building: roof structure, wall foundation and basement foundation.

(Secondary Components)

Building Systems. These components include: roof surface condition, chimney, gutters/down spouts and exterior wall surface.

Architectural Systems. These are components generally added to the structural systems and are necessary parts of the structure/building, including exterior paint, doors, windows, porches, steps and fire escape and driveways and site conditions.

The evaluation of each individual parcel of land included the review and evaluation of: adjacent land use, street surface type, street conditions, sidewalk conditions, parking, railroad track/right-of-way composition, existence of debris, existence of vagrants and overall site condition, and the documentation of age and type of structure/building.

2. Criteria for rating components for structural, building and architectural systems.

The components for the previously identified Systems were individually rated utilizing the following criteria.

Sound. Component that contained no defects, is adequately maintained and requires no treatment outside of normal ongoing maintenance.

Minor Defect. Component that contains minor defects (loose or missing material or holes and cracks over a limited area). These can be corrected through the course of normal maintenance. The correction of such defects may be accomplished by the owner or occupants, such as pointing masonry joints over a limited area or replacement of less complicated systems. Minor defects are considered in rating a structure/building as deteriorating/dilapidated.

Major Defect. Components that contained major defects over a widespread area and would be difficult to correct through normal maintenance. Structures/buildings having major defects would require replacement or rebuilding of systems by people skilled in the building trades.

Critical Defect. Components that contained critical defects (bowing, sagging or settling to any or all exterior systems causing the structure to be out-of-plumb or broken, loose or missing material and deterioration over a widespread area) so extensive the cost of repairs would be excessive in relation to the value returned on the investment.

3. Final Structure/Building Rating.

After completion of the **Exterior Rating** of each structure/building, each individual structure/building was placed in one of four categories, based on the combination of defects found with Components contained in Structural, Building and Architectural Systems. Each final rating is described below:

Sound. Defined as structures/buildings that can be kept in a standard condition with normal maintenance. Structures/buildings, so classified, **have less than six points.**

Deteriorating-Minor. Defined as structures/buildings classified as deficient--requiring minor repairs--**having between six and 10 points.**

Deteriorating-Major. Defined as structures/buildings classified as deficient--requiring major repairs--**having between 11 and 20 points.**

Dilapidated. Defined as structurally substandard structures/buildings containing defects that are so serious and so extensive that it may be most economical to raze the structure/building. Structures/buildings classified as dilapidated will **have at least 21 points.**

An individual **Exterior Rating Form** is completed for each structure/building. The results of the **Exterior Rating** of all structures/buildings are presented below.

Primary Components	Secondary Components
One Critical = 11 pts.	One Critical = 6 pts.
Major Deteriorating = 6 pts.	Major Deteriorating = 3 pts.
Minor = 2 pts.	Minor = 1 pt.

Major deficient buildings are considered to be the same as deteriorating buildings as referenced in the Nebraska legislation; substandard buildings are the same as dilapidated buildings. The word "building" and "structure" are presumed to be interchangeable.

4. Survey Conclusions.

The condition of the total **eight buildings** within the **Rotella's Italian Bakery Redevelopment Area** were determined based on the findings of the **Survey**. These **Survey** results indicated the following:

- Zero (0) structures were classified as structurally **sound**;
- Seven (7) structures were classified as **deteriorating** with **minor** defects.
- One (1) structures were classified as **deteriorating** with **major** defects; and
- Zero (0) structures were classified as **dilapidated**.

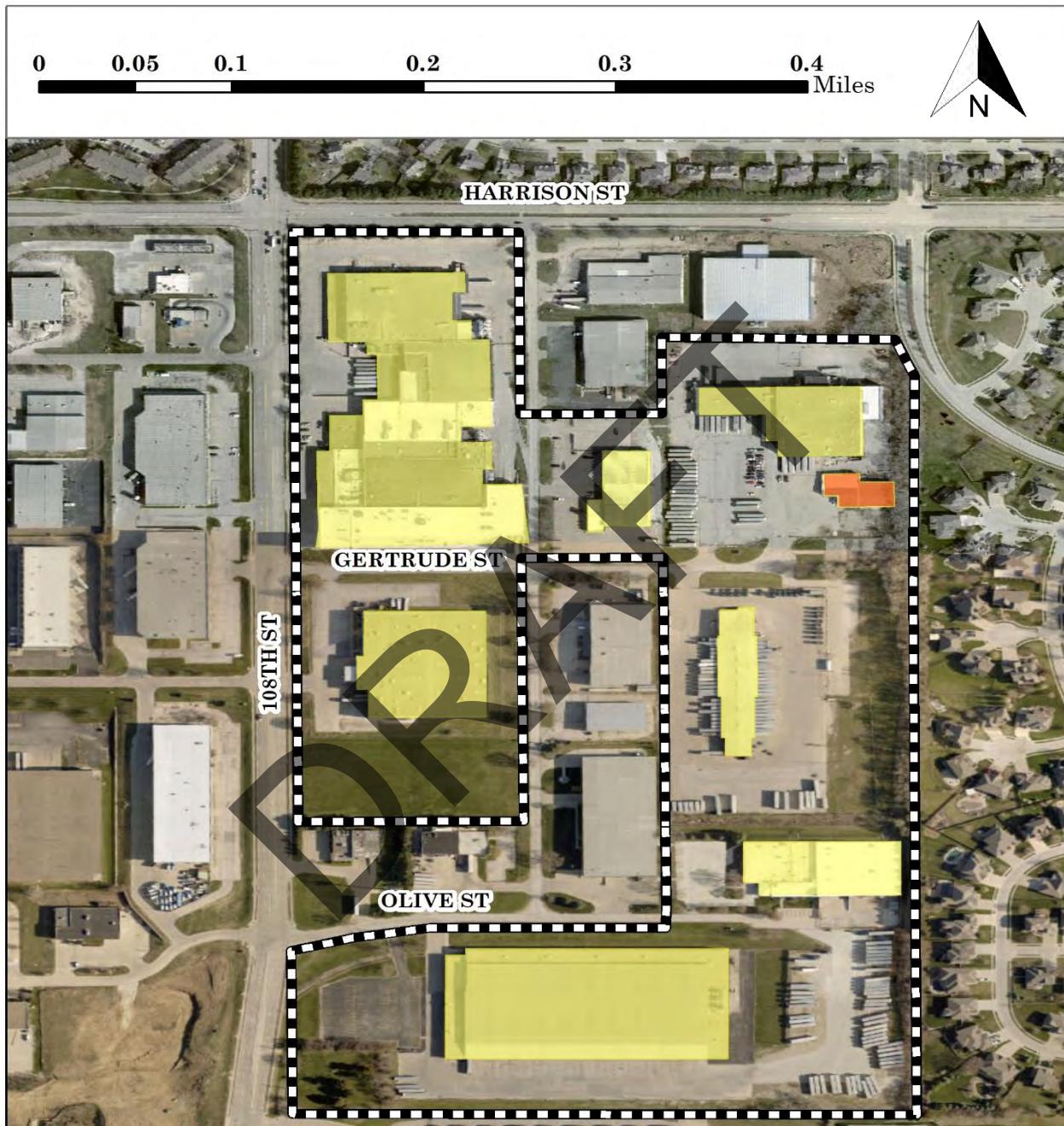
The results of the **Survey** identified the condition of structures throughout **Redevelopment Area**. All eight existing structures were identified as deteriorating with either minor or major defects. Additional details on structural deterioration are presented within the **Appendix**. **Illustration 4, Page 21**, identifies the **Overall Structure Conditions** in the **Redevelopment Area**. **Table 4, Page 22**, identifies the results of the structural rating process per building type.

Conclusion.

The results of the Structural/Site Conditions Survey indicate deteriorating structures are a reasonable presence throughout Rotella's Italian Bakery Redevelopment Area.



OVERALL STRUCTURE CONDITIONS MAP – ILLUSTRATION 4
ROTELLA'S ITALIAN BAKERY REDEVELOPMENT AREA
LA VISTA, NEBRASKA



LEGEND

- ■ ■ REDEVELOPMENT AREA BOUNDARY
- ■ ■ DETERIORATING-MAJOR CONDITION
- ■ ■ DETERIORATING-MINOR CONDITION

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TABLE 4
EXTERIOR SURVEY FINDINGS
ROTELLA'S ITALIAN BAKERY REDEVELOPMENT AREA
LA VISTA, NEBRASKA

<u>Activity</u>	<u>Exterior Structural Rating</u>				<u>Number of Structures</u>	<u>Deteriorating and/ or Dilapidated</u>
	<u>Sound</u>	<u>Deteriorating (Minor)</u>	<u>Deteriorating (Major)</u>	<u>Dilapidated</u>		
Commercial & Industrial	0	2	0	0	2	2
Industrial	0	5	1	0	6	6
Totals	0	7	1	0	8	8
Percent	0.0%	87.5%	12.5%	0.0%	100.0%	100.0%

Source: Hanna:Keelan Associates, P.C., 2021.

(2) Age or Obsolescence.

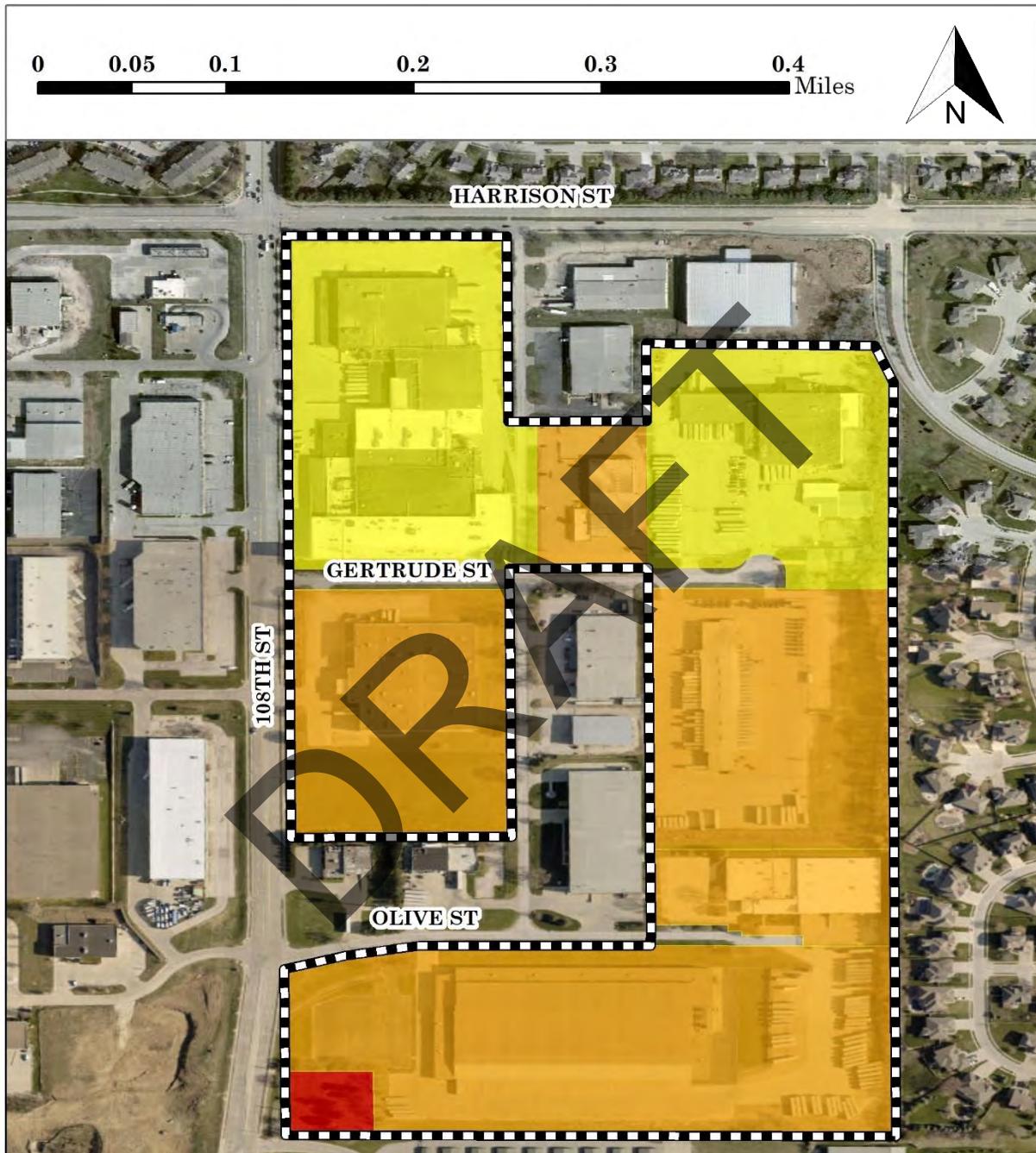
As per the results of the **Survey** and by confirmation from the Sarpy County Assessor's Office, an estimated six, or 75 percent of the total eight structures in **Redevelopment Area**, are 40+ years of age (built in or prior to 1981). The estimated average age of structures in the **Area** is 44 years.

Conclusion.

The age and obsolescence of structures is a strong presence throughout the Rotella's Italian Bakery Redevelopment Area.



AGE OF STRUCTURES MAP – ILLUSTRATION 5
ROTELLA'S ITALIAN BAKERY REDEVELOPMENT AREA
LA VISTA, NEBRASKA



LEGEND

	20-40 YEARS OLD
	40-100 YEARS OLD
	100+ YEARS OLD

REDEVELOPMENT AREA BOUNDARY

**HANNA:KEELAN ASSOCIATES, P.C.
COMMUNITY PLANNING & RESEARCH**

*** Lincoln, Nebraska * 402.464.5383 ***

La Vista, Nebraska
Blight & Substandard Determination Study
Rotella's Italian Bakery Redevelopment Area

(3) Inadequate Provision for Ventilation, Light, Air, Sanitation or Open Spaces.

The results of the **Structural/Site Conditions Survey**, along with other field data, provided the basis for the identification of the inadequate provision for ventilation, light, air, sanitation or open spaces in the **Rotella's Italian Bakery Redevelopment Area**.

As per the results of the **Survey**, all structures in the **Area** were rated as deteriorating with minor or major defects. When not adequately maintained or upgraded to present-day occupancy standards, buildings in these conditions can pose health, safety and sanitary problems.

The overall site conditions in **Redevelopment Area** revealed that three parcels, or 37.5 percent of the eight parcels, were found to be in a "fair" condition. Factors related to these conditions included structures deteriorating with minor and major defects and site features such as parking lots, driveways, yard and landscaping conditions that are noticeably deteriorating. Additionally, seven parcels, or 87.5 percent of the eight total parcels had parking surface conditions deteriorated to a minor extent or worse.

City of La Vista and Metropolitan Utilities District staff estimate that the municipal water mains within **Redevelopment Area** are, in general, appropriately sized by current standards and in "good" or "fair" condition. Water mains in the **Redevelopment Area** are approximately 50 years of age or newer. The water distribution system in the **Area** is constructed of ductile-iron pipes. A majority of the system was built in 1972, but three segments were constructed in 2002, 2015, and 2018. No water main replacements are currently planned in the **Area**. As the system continues to age, replacements may be needed in the next 5 to 10 years.

A majority of sanitary sewer mains are approximately 50 years of age and composed of clay tile. None of the sanitary sewer mains in the **Area** are constructed from Polyvinyl Chloride (PVC) pipes, which is a standard for modern sewer infrastructure. Water and sewer mains constructed of outmoded material can pose health, safety and sanitary problems for both utility employees and the general public.

To support redevelopment activities in the **Redevelopment Area**, including rehabilitation of deteriorating industrial buildings and the addition of new structures, the installation of new water and sanitary sewer mains meeting current standards will be required.

Conclusion

The inadequate provision for ventilation, light, air, sanitation or open spaces in the Rotella's Italian Bakery Redevelopment Area is a reasonable presence and constitutes a Substandard Factor.

4) **Any Combination of Factors that are Detrimental to the Public Health, Safety, Morals or Welfare.**

1. **Deteriorating or Dilapidated Buildings and Structures**

There is a reasonable presence of deterioration among structures within the **Redevelopment Area**. One of the eight total structures was recorded as deteriorating with major defects. An additional seven structures were found to be deteriorating with minor defects. **Combined, these structures total eight buildings, or 100 percent of all structures within the Area, as being deteriorated or dilapidated.** These structures may require some level of rehabilitation for future use and occupation.

2. **Advanced Age of Structures.**

A total of six, or 75 percent of the eight total structures were built in or prior to 1981, thus are 40+ years of age. The average age of buildings in the **Area** is estimated to be **44 years**.

3. **Aging Utilities.**

City of La Vista and Metropolitan Utilities District Staff estimate that the municipal water and sanitary sewer mains within **Redevelopment Area** are generally in “good” or “fair” condition, based upon performance and break history. Water and sewer mains in the **Redevelopment Area** are approximately 50 years of age or newer. As the system continues to age, replacements may be needed in the next 5 to 10 years. None of the sanitary sewer mains in the **Area** are constructed from Polyvinyl Chloride (PVC) pipes, which is a standard for modern sewer infrastructure. Water and sewer mains constructed of outmoded material can pose health, safety and sanitary problems for both utility employees and the general public.

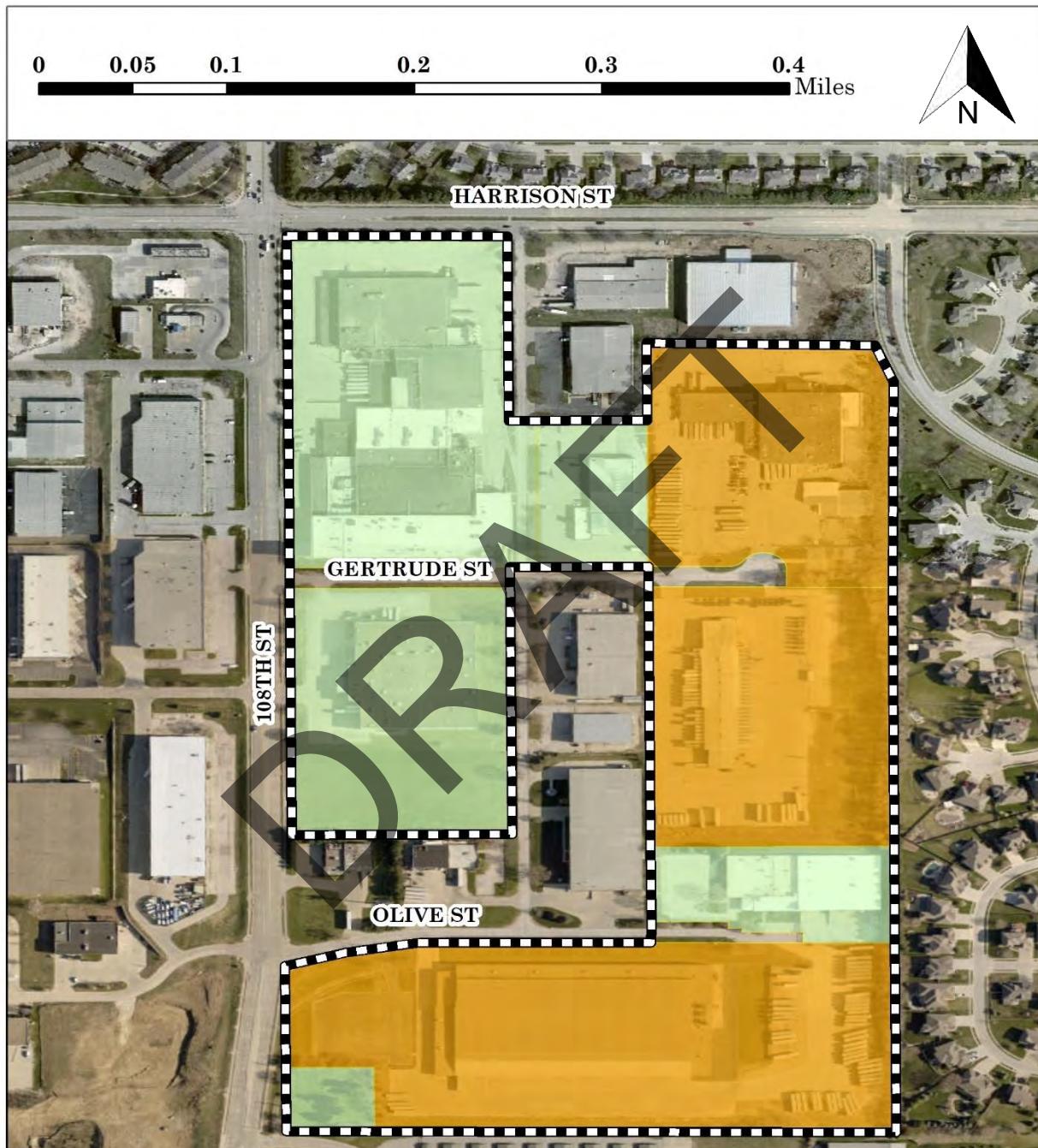
4. **Overall Site Condition**

The **Structural/Site Conditions Survey** identified a total of **three parcels, or 37.5 percent** of the parcels to be in a “fair” or condition. This determination included the evaluation of the general condition of structures, site improvements and adjacent right-of-way conditions.

Conclusion.

The combination of factors that are detrimental to the public health, safety, morals or welfare are a reasonable presence throughout Redevelopment Area.

OVERALL SITE CONDITIONS MAP – ILLUSTRATION 6
ROTELLA'S ITALIAN BAKERY REDEVELOPMENT AREA
LA VISTA, NEBRASKA



LEGEND

- REDEVELOPMENT AREA BOUNDARY
- GOOD CONDITION
- FAIR CONDITION

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BLIGHT FACTORS

(1) Dilapidation/Deterioration of Structures.

The rating of building conditions is a critical step in determining the eligibility of a substandard area for redevelopment. The system for classifying buildings must be based on established evaluation standards and criteria and result in an accurate and consistent description of existing conditions.

This section summarizes the process used for assessing building conditions in the **Rotella's Italian Bakery Redevelopment Area**, the standards and criteria used for evaluation and the findings as to the existence of dilapidation/deterioration of structures.

The **Structural/Site Conditions Survey** was based on an exterior inspection of all **eight existing structures** within the **Area**, to note structural deficiencies in individual buildings and to identify related environmental deficiencies for individual sites or parcels within the **Area**.

1. Structures/Building Systems Evaluation.

During the on-site field analysis, each component of a structure/building was examined to determine whether it was in sound condition or had minor, major or critical defects. Structures/building systems included the following three types, **one Primary** and **two Secondary**.

Structural Systems (Primary Components). These include the basic elements of any structure/building: roof structure, wall foundation and basement foundation.

(Secondary Components)

Building Systems. These components include: roof surface condition, chimney, gutters/down spouts and exterior wall surface.

Architectural Systems. These are components generally added to the structural systems and are necessary parts of the structure/building, including exterior paint, doors, windows, porches, steps and fire escape and driveways and site conditions.

The evaluation of each individual parcel of land included the review and evaluation of adjacent land use, street surface type, street conditions, sidewalk conditions, parking, railroad track/right-of-way composition, existence of debris, existence of vagrants and overall site condition, and the documentation of age and type of structure/ building.

2. Criteria for Rating Components for Structural, Building and Architectural Systems.

The components for the previously identified Systems were individually rated utilizing the following criteria.

Sound. Component that contained no defects, is adequately maintained and requires no treatment outside of normal ongoing maintenance.

Minor Defect. Component that contained minor defects (loose or missing material or holes and cracks over a limited area) which often can be corrected through the course of normal maintenance. The correction of such defects may be accomplished by the owner or occupants, such as pointing masonry joints over a limited area or replacement of less complicated systems. Minor defects are considered in rating a structure/building as deteriorating/dilapidated.

Major Defect. Components that contained major defects over a widespread area and would be difficult to correct through normal maintenance. Structures/buildings having major defects would require replacement or rebuilding of systems by people skilled in the building trades.

Critical Defect. Components that contained critical defects (bowing, sagging or settling to any or all exterior systems causing the structure to be out-of-plumb or broken, loose or missing material and deterioration over a widespread area) so extensive the cost of repairs would be excessive in relation to the value returned on the investment.

3. Final Structure/Building Rating.

After completion of the **Exterior Rating** of each structure/building, each individual structure/building was placed in one of four categories, based on the combination of defects found with Components contained in Structural, Building and Architectural Systems. Each final rating is described below:

Sound. Defined as structures/buildings that can be kept in a standard condition with normal maintenance. Structures/buildings, so classified, **have less than six points.**

Deteriorating-Minor. Defined as structures/buildings classified as deficient--requiring minor repairs--**having between six and 10 points.**

Deteriorating-Major. Defined as structures/buildings classified as deficient--requiring major repairs-- **having between 11 and 20 points.**

Dilapidated. Defined as structurally substandard structures/buildings containing defects that are so serious and so extensive that it may be most economical to raze the structure/building. Structures/buildings classified as dilapidated will **have at least 21 points.**

An individual **Exterior Rating Form** is completed for each structure/building. The results of the **Exterior Rating** of all structures/buildings are presented in a **Table format.**

Primary Components	Secondary Components
One Critical = 11 pts.	One Critical = 6 pts.
Major Deteriorating = 6 pts.	Major Deteriorating = 3 pts.
Minor = 2 pts.	Minor = 1 pt.

Major deficient buildings are considered to be the same as deteriorating buildings as referenced in the Nebraska legislation; substandard buildings are the same as dilapidated buildings. The word "building" and "structure" are presumed to be interchangeable.

4. Survey Conclusions.

The condition of the total **eight buildings** within **Redevelopment Area** were determined based on the findings of the exterior Survey. The Survey results indicated the following:

- Zero (0) structures were classified as structurally **sound**;
- Seven (7) structures were classified as **deteriorating** with **minor** defects.
- One (1) structures were classified as **deteriorating** with **major** defects; and
- Zero (0) of the structures were classified as **dilapidated**.

The results of the Survey identified the condition of structures throughout **Redevelopment Area**. All eight existing structures were identified as deteriorating with either minor or major defects. Additional details on structural deterioration are presented within the Appendix. **Illustration 4, Page 21**, identifies the **Overall Structure Conditions** in the **Redevelopment Area**.

Conclusion.

The results of the Structural/Site Conditions Survey indicate deteriorating structures are a reasonable presence throughout the Rotella's Italian Redevelopment Area.

Table 5, below, identifies the results of the structural rating process per building type.

TABLE 5
EXTERIOR SURVEY FINDINGS
LA VISTA REDVELOPMENT AREA
LA VISTA, NEBRASKA

<u>Activity</u>	<u>Sound</u>	<u>Deteriorating (Minor)</u>	<u>Deteriorating (Major)</u>	<u>Dilapidated</u>	<u>Number of Structures</u>	<u>Deteriorating and/ or Dilapidated</u>
Commercial & Industrial	0	2	0	0	2	2
Industrial	0	5	1	0	6	6
Totals	0	7	1	0	8	8
Percent	0.0%	87.5%	12.5%	0.0%	100.0%	100.0%

Source: Hanna:Keelan Associates, P.C., 2021.



La Vista, Nebraska
Blight & Substandard Determination Study
Rotella's Italian Bakery Redevelopment Area

(2) Existence of Defective or Inadequate Street Layout.

Streets and roads within the **Rotella's Italian Bakery Redevelopment Area** are primarily situated in north/south and east/west grid, adjusted to serve large industrial structures. Conditions that contribute to the **Factor** of existence of defective or inadequate street layout are discussed below.

1. Condition of Streets and Parking Surfaces.

Street conditions within the **Redevelopment Area** were, generally, found to be in "good" or "fair" condition. Of the eight total parcels, four (50 percent) were found to have "fair" street conditions. Seven structures had parking surfaces rated deteriorated to a minor extent, or worse. The installation of modern infrastructure and utility systems may be required to attract new development and support redevelopment opportunities throughout the **Redevelopment Area**. **Illustration 7, Page 32**, identifies **Street Conditions** in the **Redevelopment Area**.

2. Lack of Public Sidewalks

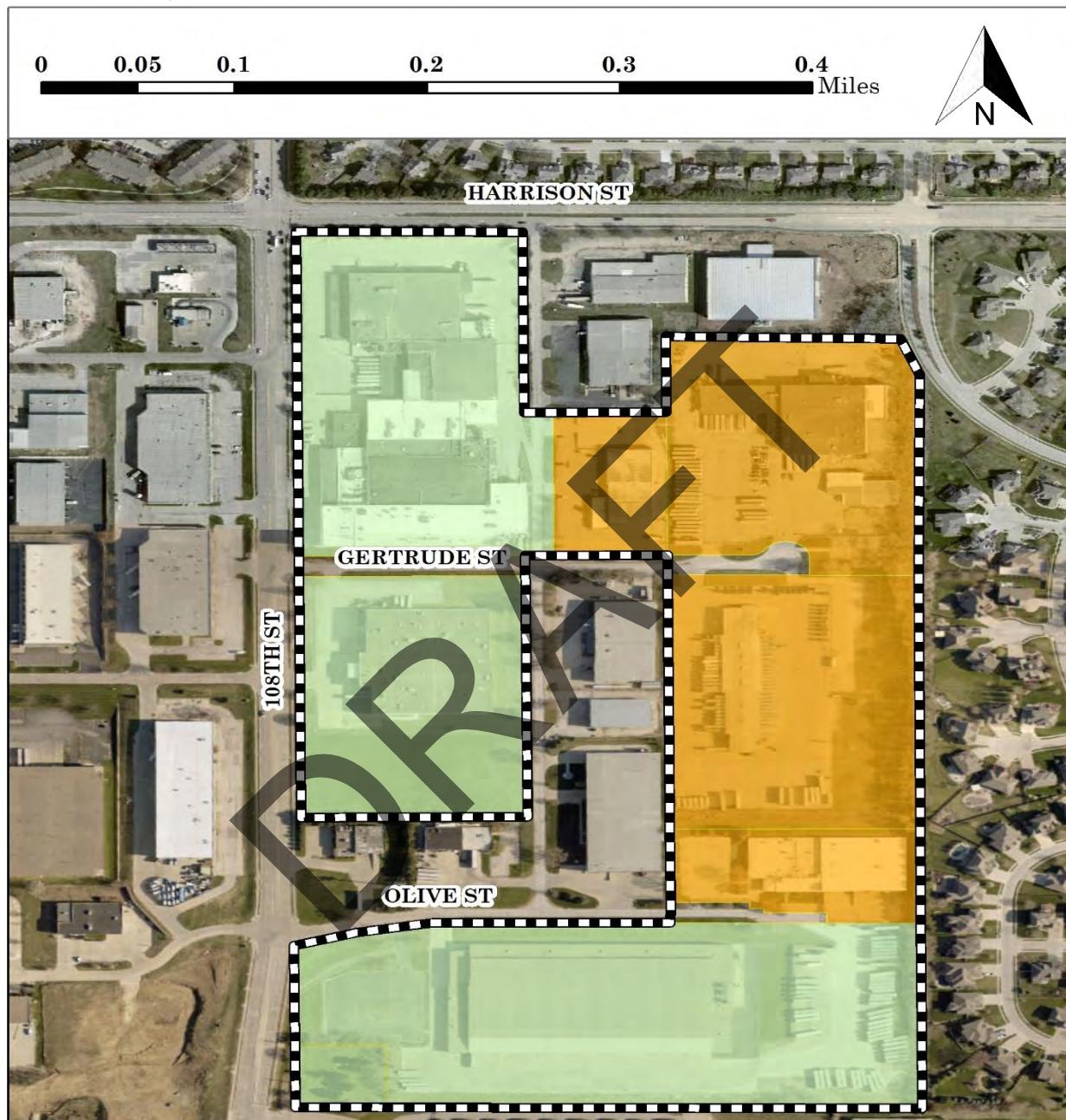
Of the eight total parcels in the **Rotella's Italian Bakery Redevelopment Area**, five parcels (62.5 percent) lack public sidewalks. Properties with such sidewalk conditions pose a hindrance to pedestrians. It also makes it difficult, if not impossible, for persons with certain types of disabilities to safely move throughout the **Area**. **Illustration 8, Page 33**, identifies **Sidewalk Conditions** in the **Redevelopment Area**.



Conclusion.

The existence of defective or inadequate street layout is a strong presence in the Rotella's Italian Bakery Redevelopment Area.

STREET CONDITIONS MAP – ILLUSTRATION 7
ROTELLA'S ITALIAN BAKERY REDEVELOPMENT AREA
LA VISTA, NEBRASKA



LEGEND

REDEVELOPMENT AREA BOUNDARY

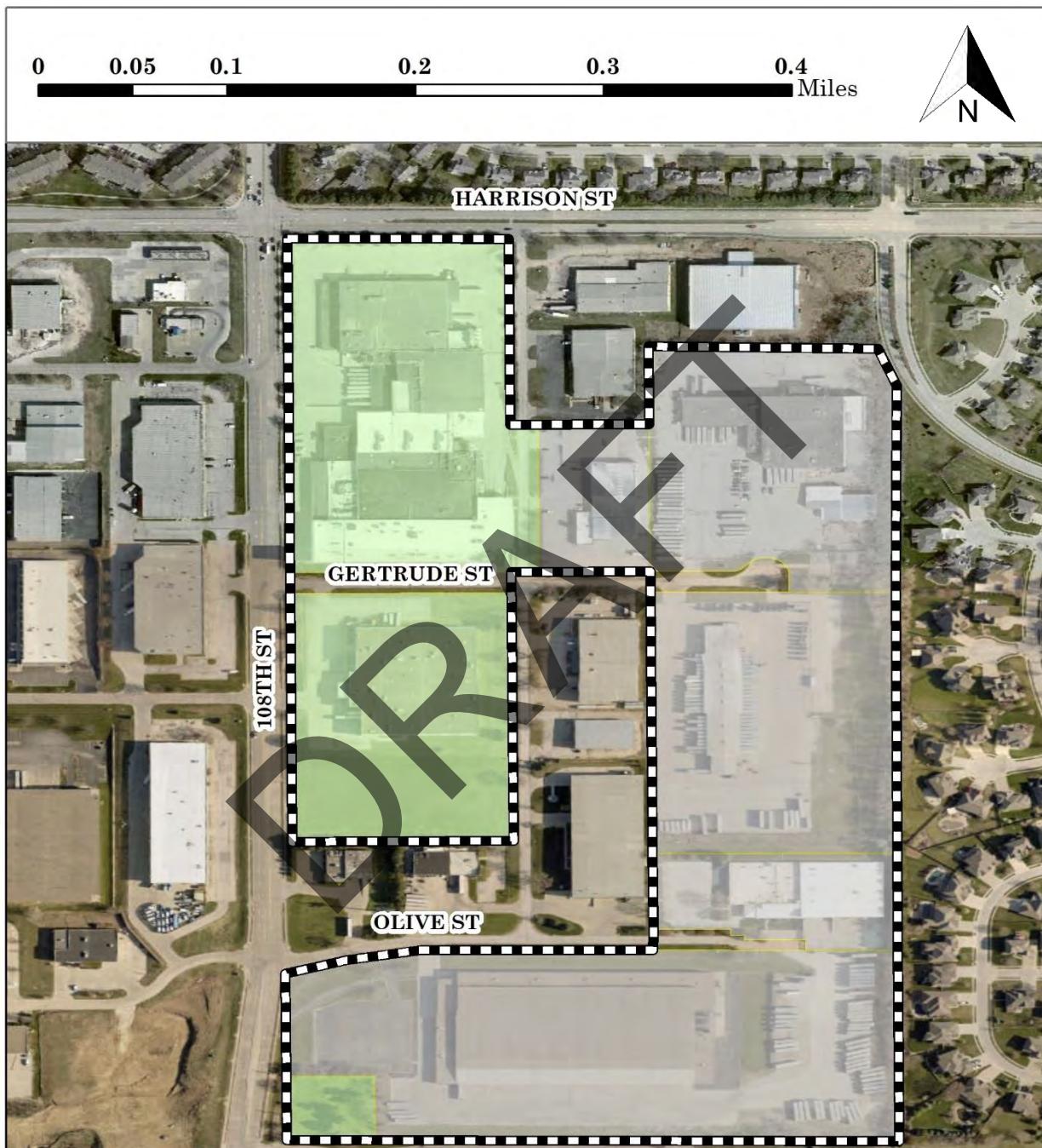
GOOD CONDITION

FAIR CONDITION

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SIDEWALK CONDITIONS MAP – ILLUSTRATION 8
ROTELLA'S ITALIAN BAKERY REDEVELOPMENT AREA
LA VISTA, NEBRASKA



LEGEND

REDEVELOPMENT AREA BOUNDARY

GOOD CONDITION

NO PUBLIC SIDEWALKS

**HANNA:KEELAN ASSOCIATES, P.C.
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La Vista, Nebraska
Blight & Substandard Determination Study
Rotella's Italian Bakery Redevelopment Area

3) **Faulty Lot Layout in Relation to Size, Adequacy, Accessibility or Usefulness.**

The review of property ownership and subdivision records and results of the **Structural/Site Conditions Survey** resulted in the determination of conditions associated with **faulty lot layout in relation to size, adequacy, accessibility or usefulness** of land throughout the **Rotella's Italian Bakery Redevelopment Area**.

1. **Lot Size and Adequacy Issues.**

Irregular tracts of land exist within the **Redevelopment Area**, which may need to be subdivided and re-platted to support modern redevelopment activities. As the **Area** is already developed and consists of the Rotella's Italian Bakery facilities, additional expansions or redevelopment projects may require subdividing or re-patting existing lots.

2. **Accessibility or Usefulness.**

Irregular tracts of land are considered to be **both functionally and economically obsolete** and may need to be subdivided, as per direction of the **City of La Vista Subdivision Regulations**, and provided with modern infrastructure prior to supporting future growth consistent with the **Land Use Plan** associated with the **La Vista Comprehensive Plan**.

Conclusion.

Faulty lot layout in relation to size, adequacy, accessibility or usefulness is a reasonable presence throughout the Rotella's Italian Bakery Redevelopment Area.

(4) Insanitary and Unsafe Conditions.

The results of the **Structural/Site Conditions Survey**, along with information obtained from City of La Vista Staff, provided the basis for the identification of insanitary and unsafe conditions within the **Rotella's Italian Bakery Redevelopment Area**.

1. Age of Structures.

The analysis of all eight structures in **Redevelopment Area** identified 75 percent, or six of the eight total structures as being 40+ years of age or built in or prior to 1981. Additionally, the estimated average age of all buildings is 44 years. The advanced age of structures results in deteriorating buildings and structures with deferred maintenance and thus, creates insanitary and unsafe conditions.

2. Deteriorating/Dilapidated Buildings and Sites.

All of the existing structures in the **Redevelopment Area** were determined to be deteriorating with either minor or major defects. Structures in these conditions, in combination with "fair" or "poor" overall site conditions, as well as the storage of materials and debris on some parcels, can result in hazards that are detrimental to adjacent property owners and endanger local pedestrians and patrons, and thus create insanitary and unsafe conditions.

3. Lack of Adequate Utilities & Infrastructure.

City of La Vista and Metropolitan Utilities District staff estimate that the municipal water and sanitary sewer mains within **Redevelopment Area** are generally in "good" or "fair" condition, based upon performance and break history. Water and sewer mains in the **Redevelopment Area** are approximately 50 years of age or newer. As the system continues to age, replacements may be needed in the next 5 to 10 years. None of the sanitary sewer mains in the **Area** are constructed from Polyvinyl Chloride (PVC) pipes, which is a standard for modern sewer infrastructure. Water and sewer mains constructed of outmoded material can pose health, safety and sanitary problems for both utility employees and the general public.

A total of 62.5 percent of the eight parcels surveyed lacked access to a public sidewalk. Properties lacking sidewalks pose a hindrance to pedestrians. It also makes it difficult, if not impossible, for persons with certain types of disabilities to safely move throughout the **Area**.

Conclusion.

Insanitary and unsafe conditions are a reasonable presence throughout the Rotella's Italian Bakery Redevelopment Area.

(5) Deterioration of Site or Other Improvements.

The results of the **Structural/Site Conditions Survey** determined the condition of site improvements within the **Rotella's Italian Bakery Redevelopment Area**, including public streets and private driveways, traffic control devices, sidewalks and off-street parking lots. The **Appendix** documents the present condition of these site features. The primary issue in the **Rotella's Italian Bakery Redevelopment Area** is the existing condition of buildings and associated properties, private drives and parking areas. **Area** conditions that lead to these findings included:

1. The evaluation of the overall site conditions concluded that approximately 37.5 percent, or three of the total eight parcels in the **Area** were in "fair" condition.
2. A total of 62.5 percent, or five of the eight total parcels, have no public sidewalks.
3. All structures were identified as deteriorating with either minor or major defects. These structures are candidates for moderate to substantial rehabilitation. Many of these associated parcels lack upkeep and maintenance and exhibit minimal landscaping, improvements and/or include minor debris.

Conclusion.

Deterioration of site improvements is a reasonable presence in the Rotella's Italian Bakery Redevelopment Area.



(6) Diversity of Ownership.

A total of **five individuals or ownership groups** own property within the **Rotella's Italian Bakery Redevelopment Area**. Approximately half of the **Redevelopment Area** is owned by Rotella's Italian Bakery. The Portal Cemetery, a public/quasi-public use, and associated public streets and right-of-ways, are also located throughout the **Area**. Land assemblage of larger proportions is necessary for major developments to be economically feasible and attract financial support. Public patronage is also required to repay such financial support. Such assemblage is difficult without public intervention. **Illustration 9, Page 38**, identifies the **Diversity of Ownership** in the **Redevelopment Area**.

Conclusion.

The Factor diversity of ownership is of little to no presence in the Rotella's Italian Bakery Redevelopment Area.

(7) Tax or Special Assessment Delinquency Exceeding the Fair Value of the Land.

An examination of public records was conducted to determine the status of taxation for properties located within the **Rotella's Italian Bakery Redevelopment Area**. Real estate is taxed at approximately 98 percent of fair value, rendering it almost impossible for a tax to exceed value in a steady real estate market. A public protest system is designed to give the owner appeal rights for potential tax adjustment.

1. Real Estate Values.

The tax values within **Redevelopment Area** generally appeared to be equal to the market value of the properties. The total estimated assessed valuation of the **Area** is **\$33,193,388**.

2. Real Estate Taxes.

Public records were examined for the purposes of determining if delinquent taxes were currently outstanding on parcels within the **Redevelopment Area**. The records indicated that **zero** parcels within **Area** were classified as delinquent by the Sarpy County Treasurer's Office.

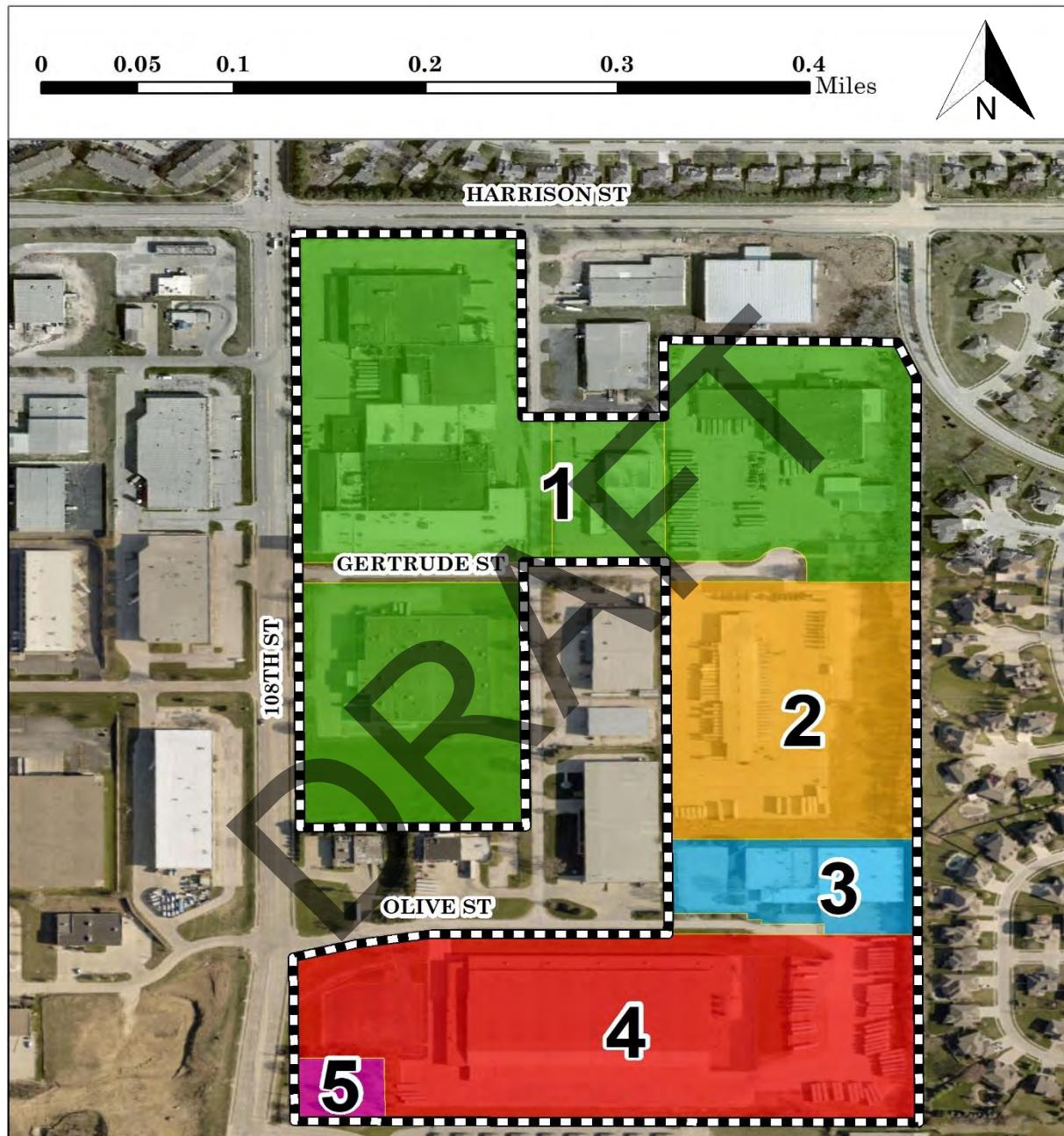
3. Tax Exempt.

Information gathered from the Sarpy County Assessor's and Treasurer's Offices identified **one** property within the **Redevelopment Area** as having full exemption from property taxes. This exempt property is the portal cemetery.

Conclusion.

Taxes or special assessments delinquency have little or no presence in the Rotella's Italian Bakery Redevelopment Area.

DIVERSITY OF OWNERSHIP MAP – ILLUSTRATION 9
ROTELLA'S ITALIAN BAKERY REDEVELOPMENT AREA
LA VISTA, NEBRASKA



LEGEND

■■■ REDEVELOPMENT AREA BOUNDARY

5 DISTINCT OWNERS/OWNERSHIP GROUPS

**HANNA:KEELAN ASSOCIATES, P.C.
COMMUNITY PLANNING & RESEARCH**

*** Lincoln, Nebraska * 402.464.5383 ***

(8) Defective or Unusual Condition of Title.

Whenever land is sold, mortgaged, or both, a title insurance policy is typically issued, at which time any title defects are corrected. Once title insurance has been written, all other titles in the same subdivision or addition will only have to be checked for the period of time subsequent to the creation of the addition or subdivision, as everything previous is the same and any defects will already have been corrected. Thus, the only possibility for title problems are from improper filings, since platting on properties that have not been mortgaged or sold is very small.

Conclusion.

Examination of public records does not provide any basis for identifying any defective or unusual conditions of title. Such few conditions as may exist would contribute to neither any existing problems nor to difficulty in acquisition or redevelopment and are therefore not found to exist at a level large enough to constitute a Blight Factor in the Rotella's Italian Bakery Redevelopment Area.

(9) Improper Subdivision or Obsolete Platting.

An analysis of the subdivision conditions in the **Rotella's Italian Bakery Redevelopment Area** revealed that improper subdivision and obsolete platting is present in the **Area**. Several individual lots and parcels within the **Area** have a range of sizes. Several parcels included in **Redevelopment Area** were incrementally split off from a larger tract of land in a variety of sizes and shapes necessary to support the existing development. Tracts of land exist throughout the **Area** may need to be re-platted for future development.

Large lots could be targeted for additional industrial developments, using unoccupied or under-utilized sections of the **Area**. The installation of new water and sanitary sewer mains and public streets improvements may be required to support future industrial development.

Overall, the redevelopment/development of any properties considered **functionally** and **economically obsolete** may require re-platting and the provision of modern infrastructure to the properties.

Conclusion.

A reasonable presence of the Factor Improper Subdivision or Obsolete Platting exists in the Rotella's Italian Bakery Redevelopment Area.

10) The Existence of Conditions Which Endanger Life or Property by Fire and Other Causes.

1. Age of Utilities.

City of La Vista and Metropolitan Utilities District staff estimate that the municipal water and sanitary sewer mains within **Redevelopment Area** are generally in “good” or “fair” condition, based upon performance and break history. Water and sewer mains in the **Redevelopment Area** are approximately 50 years of age or newer. As the system continues to age, replacements may be needed in the next 5 to 10 years. None of the sanitary sewer mains in the **Area** are constructed from Polyvinyl Chloride (PVC) pipes, which is a standard for modern sewer infrastructure. Water and sewer mains constructed of outmoded material can pose health, safety and sanitary problems for both utility employees and the general public.

2. Advanced Age of Structures.

A total of six, or 75 percent of the total structures (with age of construction records available) were built in or prior to 1981, thus are 40+ years of age. The average age of all structures is estimated to be 44 years. Many of these buildings are in need of moderate to substantial rehabilitation, plus adequate fire protection innovation.

3. Overall Site Condition

The **Structural/Site Conditions Survey** identified a total of three (37.5 percent) parcels as being in a “fair” condition. This determination included the evaluation of the general condition of structures, site improvements and adjacent right-of-way conditions. Additionally, 87.5 percent, or seven of the eight total structures had parking area conditions deteriorated to at least a minor extent.

Conclusion.

The conditions which endanger life or property by fire and other causes are a reasonable presence of Factor throughout the Rotella’s Italian Bakery Redevelopment Area.

(11) Other Environmental and Blighting Factors.

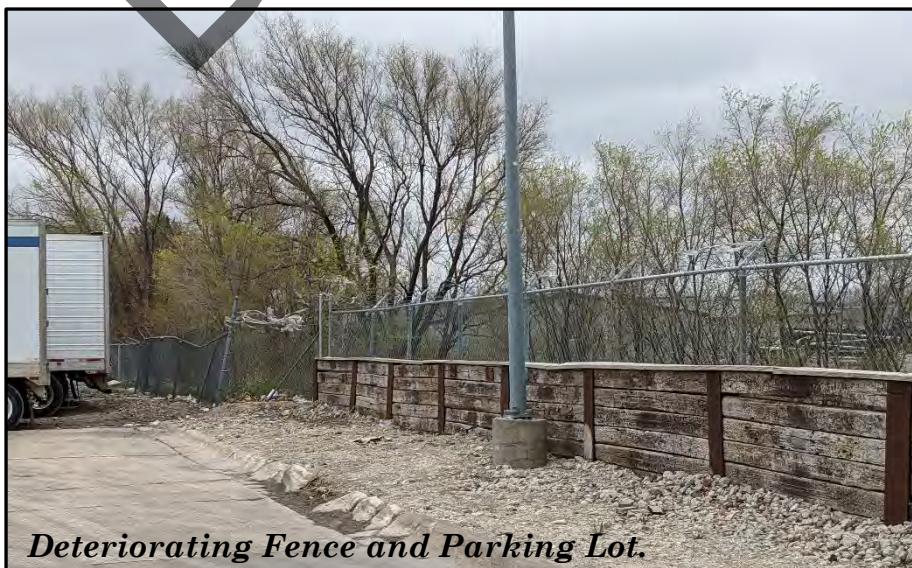
The **Nebraska Community Development Law** includes a statement of purpose regarding additional criterion for identifying blight, *viz.*, "economically or socially undesirable land uses." Conditions which are considered to be economically and/or socially undesirable include: (a) incompatible uses or mixed-use relationships, (b) economic obsolescence, and c) functional obsolescence. For purpose of this analysis, functional obsolescence relates to the physical utility of a structure and economic obsolescence relates to a property's ability to compete in the marketplace. These two definitions are interrelated and complement each other.

Functional and economic obsolescence is apparent in several properties within the **Redevelopment Area**. The average age of all buildings in the **Area** is **44 years**. Due to the age and lack of adequate maintenance and upkeep, several of these structures are deteriorating and in need of rehabilitation. These parcels are considered **underdeveloped** and **underutilized** with the potential to support more valuable development than current uses.

Although infrastructure improvements have occurred throughout portions of the **Redevelopment Area**, additional efforts are needed. Numerous problems or obstacles exist for comprehensive redevelopment efforts by the private sector; problems that only public financial assistance programs can remedy. These include the improvement of some of the oldest segments of the sanitary sewer and water distribution systems, the resurfacing of road and parking areas, and the rehabilitation of deteriorating buildings/structures.

Conclusion.

Other Environmental Blighting Factors are a reasonable presence throughout the Rotella's Italian Bakery Redevelopment Area, containing functionally and economically obsolete parcels.



(12) Additional Blighting Conditions.

According to the definition set forth in the **Nebraska Community Development Law**, Section 18-2102, in order for an area to be determined "blighted" it must contain at least one of the five conditions identified below:

1. Unemployment in the designated blighted and substandard area is at least one hundred twenty percent of the state or national average;
2. **The average age of the residential or commercial units in the area is at least forty years;**
3. More than half of the plotted and subdivided property in the area is unimproved land that has been within the City for forty years and has remained unimproved during that time;
4. The per capita income of the designated blighted and substandard area is lower than the average per capita income of the Village or City in which the area is designated; or
5. The area has had either stable or decreasing population based on the last two decennial censuses.

One of the aforementioned criteria is prevalent throughout the designated blighted areas.

The average age of both residential or commercial units in the area is at least forty (40) years.

Based upon the results of the Field Survey and confirmed by the analysis of Sarpy County Assessor's Office records, the estimated average age of **all structures in Redevelopment Area** is **44 years**. No residential structures are present in the **Area**. Additionally, 75 percent, or six of the eight structures are 40+ years of age.

Conclusion.

The criteria of average age of residential and commercial units in the area is at least 40 years of age. One of the five additional blighting conditions is a strong presence throughout Rotella's Italian Bakery Redevelopment Area.

DETERMINATION OF REDEVELOPMENT AREA ELIGIBILITY

The **Rotella's Italian Bakery Redevelopment Area** meets the requirements of the **Nebraska Community Development Law** for designation as both a "**Blighted and Substandard Area**." All **four Factors** that constitute the **Area** as substandard are present to a strong or reasonable extent. Of the 12 possible **Factors** that can constitute the **Area blighted, nine** have either a reasonable or strong presence in the **Redevelopment Area**. **Factors** present in each of the criteria are identified below.

Substandard Factors

1. Dilapidated/deterioration.
2. Age or obsolescence.
3. Inadequate provision for ventilation, light, air, sanitation or open spaces.
4. Any combination of factors that are detrimental to the public health, safety, morals, or welfare.

Blight Factors

1. A substantial number of deteriorated or dilapidated structures.
2. Defective or inadequate street layout.
3. Faulty lot layout.
4. Insanitary or unsafe conditions.
5. Deterioration of site or other improvements.
6. Improper subdivision or obsolete planning.
7. The existence of conditions which endanger life or property by fire or other causes.
8. Other environmental and blighting factors.
9. One of the other five conditions.

Although all of the previously listed **Factors** are at least reasonably present throughout the **Rotella's Italian Bakery Redevelopment Area**, the conclusion is that the average age and condition of the structures, insanitary and unsafe conditions, deterioration of site or other improvements and presence of functionally and economically obsolete buildings and land uses are a sufficient basis for designation of the **Area** as **blighted** and **substandard**. The extent of **Blight** and **Substandard Factors** in **Redevelopment Area**, addressed in this **Study**, is presented in **Tables 1 and 2, Pages 5 and 7**. The eligibility findings indicate that the **Area** is in need of revitalization and strengthening to ensure it will contribute to the physical, economic and social well-being of the City of La Vista and support a variety of new developments.

City of La Vista, Nebraska.

Rotella's Italian Bakery Redevelopment Area.

Appendix

May, 2021.



**Structural/Site Conditions
Survey Form**

Parcel # _____
Address: _____

Section I: EXISTING LAND USE.

1. Type of Units: SF MF Mobile Home
2. Vacant Parcel: Developable Undevelopable
3. Non-residential Use: Commercial Industrial Public
4. Mixed Use _____
5. Occupied _____ Vacant _____

Section II: STRUCTURAL COMPONENTS.

	Primary Components	(Critical) Dilapidated	(Major) Deteriorating	Minor	None	Sound
1	Roof					
2	Wall Foundation					
3	Foundation					
	Concrete <input type="checkbox"/> Stone <input type="checkbox"/> Rolled Asphalt <input type="checkbox"/> Brick <input type="checkbox"/> Other					
	Secondary Components	(Critical) Dilapidated	(Major) Deteriorating	Minor	None	Sound
4	Roof					
	Asphalt Shingles <input type="checkbox"/> Rolled Asphalt <input type="checkbox"/> Cedar <input type="checkbox"/> Combination <input type="checkbox"/> Other					
5	Chimney					
6	Gutters, Downspouts					
7	Wall Surface					
	Wood <input type="checkbox"/> Masonry <input type="checkbox"/> Siding <input type="checkbox"/> Stucco <input type="checkbox"/> Combination <input type="checkbox"/> Other					
8	Paint					
9	Doors					
10	Windows					
11	Porches, Steps, Fire Escape					
12	Driveways, Side Condition					

Final Rating:

____ Sound _____ Deficient-Minor _____ Deficient-Major _____ Dilapidated
Built Within: _____ 1 year _____ 1-5 years _____ 5-10 years
____ 10-20 years _____ 20-40 years _____ 40-100 years _____ 100+ years

Section III: PARCEL/SITE COMPONENTS

1. Street Surface Type: _____
2. Street Condition: E G F P
3. Sidewalk Condition: N E G F P
4. Parking (Off-Street): N E G F P
of Spaces _____ Surface _____
5. Railroad Track/Right-of Way Composition: N E G F P
6. Existence of Debris: MA MI N
7. Overall Site Condition: E G F P

Rotella's Bakery Redevelopment Area - Site and Structural Conditions.

Overall Site Conditions		Total	Percent	Industrial	Public/Quasi Public	Mixed Commercial & Industrial
Excellent	0	0	0.0%	0	0	0
Good	5	62.5%		2	1	2
Fair	3	37.5%		3	0	0
Poor	0	0	0.0%	0	0	0
Total	8	100.0%		5	1	2

Occupancy		Total	Percent	Industrial	Public/Quasi Public	Mixed Commercial & Industrial
No Structure	1	12.5%		1	0	0
Occupied	7	87.5%		4	1	2
Vacant	0	0	0.0%	0	0	0
Total	8	100.0%		5	1	2

Street Type		Total	Percent	Industrial	Public/Quasi Public	Mixed Commercial & Industrial
None	0	0	0.0%	0	0	0
Concrete	5	62.5%		2	1	1
Asphalt	3	37.5%		3	0	1
Gravel	0	0	0.0%	0	0	0
Brick	0	0	0.0%	0	0	0
Total	8	100.0%		5	1	2

Street Condition		Total	Percent	Industrial	Public/Quasi Public	Mixed Commercial & Industrial
None	0	0	0.0%	0	0	0
Excellent	0	0	0.0%	0	0	0
Good	5	62.5%		3	1	1
Fair	3	37.5%		2	0	1
Poor	0	0	0.0%	0	0	0
Total	8	100.0%		5	1	2

Sidewalk Condition		Total	Percent	Industrial	Public/Quasi Public	Mixed Commercial & Industrial
None	5	62.5%		4	0	1
Excellent	0	0	0.0%	0	0	0
Good	3	37.5%		1	1	1
Fair	0	0	0.0%	0	0	0
Poor	0	0	0.0%	0	0	0
Total	8	100.0%		5	1	2

Debris		Total	Percent	Industrial	Public/Quasi Public	Mixed Commercial & Industrial
None	5	62.5%		3	0	2
Minor	3	37.5%		2	1	0
Major	0	0	0.0%	0	0	0
Total	8	100.0%		5	1	2

Age of Construction		Total	Percent	Industrial	Public/Quasi Public	Mixed Commercial & Industrial
No Age Available	0	0	0.0%	0	0	0
1-5 Years	0	0	0.0%	0	0	0
5-10 Years	0	0	0.0%	0	0	0
10-20 Years	0	0	0.0%	0	0	0
20-40 Years	2	25.0%		1	0	1
40-100 Years	5	62.5%		4	0	1
100+ Years	1	12.5%		0	1	0
Total	8	100.0%		5	1	2

Final Structure Rating	Total	Percent	Industrial	Public/Quasi Public	Mixed Commercial & Industrial
Sound	0	0.0%	0	0	0
Deteriorating - Minor	7	87.5%	5	0	2
Deteriorating - Major	1	12.5%	1	0	0
Dilapidated	0	0.0%	0	0	0
Total	8	100.0%	6	0	2
Doors	Total	Percent	Industrial	Public/Quasi Public	Mixed Commercial & Industrial
None	0	0.0%	0	0	0
Sound	7	87.5%	5	0	2
Minor	1	12.5%	1	0	0
Substandard	0	0.0%	0	0	0
Critical	0	0.0%	0	0	0
Total	8	100.0%	6	0	2
Windows	Total	Percent	Industrial	Public/Quasi Public	Mixed Commercial & Industrial
None	2	25.0%	2	0	0
Sound	5	62.5%	3	0	2
Minor	1	12.5%	1	0	0
Substandard	0	0.0%	0	0	0
Critical	0	0.0%	0	0	0
Total	8	100.0%	6	0	2
Porches and Steps	Total	Percent	Industrial	Public/Quasi Public	Mixed Commercial & Industrial
None	0	0.0%	0	0	0
Sound	0	0.0%	0	0	0
Minor	8	100.0%	6	0	2
Substandard	0	0.0%	0	0	0
Critical	0	0.0%	0	0	0
Total	8	100.0%	6	0	2
Paint	Total	Percent	Industrial	Public/Quasi Public	Mixed Commercial & Industrial
None	0	0.0%	0	0	0
Sound	1	12.5%	1	0	0
Minor	7	87.5%	5	0	2
Substandard	0	0.0%	0	0	0
Critical	0	0.0%	0	0	0
Total	8	100.0%	6	0	2
Driveway and Site	Total	Percent	Industrial	Public/Quasi Public	Mixed Commercial & Industrial
None	0	0.0%	0	0	0
Sound	1	12.5%	0	0	1
Minor	7	87.5%	6	0	1
Substandard	0	0.0%	0	0	0
Critical	0	0.0%	0	0	0
Total	8	100.0%	6	0	2
Roof Structure	Total	Percent	Industrial	Public/Quasi Public	Mixed Commercial & Industrial
None	0	0.0%	0	0	0
Sound	1	12.5%	1	0	0
Minor	7	87.5%	5	0	2
Substandard	0	0.0%	0	0	0
Critical	0	0.0%	0	0	0
Total	8	100.0%	6	0	2

La Vista, Nebraska
 Blight & Substandard Determination Study
 Rotella's Italian Bakery Redevelopment Area

Wall Foundation	Total	Percent	Industrial	Public/Quasi Public	Mixed Commercial & Industrial
None	0	0.0%	0	0	0
Sound	3	37.5%	1	0	2
Minor	5	62.5%	5	0	0
Substandard	0	0.0%	0	0	0
Critical	0	0.0%	0	0	0
Total	8	100.0%	6	0	2

Foundation	Total	Percent	Industrial	Public/Quasi Public	Mixed Commercial & Industrial
None	0	0.0%	0	0	0
Sound	8	100.0%	6	0	2
Minor	0	0.0%	0	0	0
Substandard	0	0.0%	0	0	0
Critical	0	0.0%	0	0	0
Total	8	100.0%	6	0	2

Foundation Type	Total	Percent	Industrial	Public/Quasi Public	Mixed Commercial & Industrial
None	0	0.0%	0	0	0
Concrete	8	100.0%	6	0	2
Stone	0	0.0%	0	0	0
Rolled Asphalt	0	0.0%	0	0	0
Brick	0	0.0%	0	0	0
Total	8	100.0%	6	0	2

Roof Surface	Total	Percent	Industrial	Public/Quasi Public	Mixed Commercial & Industrial
None	0	0.0%	0	0	0
Sound	2	25.0%	2	0	0
Minor	6	75.0%	4	0	2
Substandard	0	0.0%	0	0	0
Critical	0	0.0%	0	0	0
Total	8	100.0%	6	0	2

Roof Type	Total	Percent	Industrial	Public/Quasi Public	Mixed Commercial & Industrial
None	0	0.0%	0	0	0
Asphalt Shingles	0	0.0%	0	0	0
Rolled Asphalt	4	50.0%	3	0	1
Cedar	0	0.0%	0	0	0
Combination	0	0.0%	0	0	0
Metal	4	50.0%	3	0	1
Total	8	100.0%	6	0	2

Chimney	Total	Percent	Industrial	Public/Quasi Public	Mixed Commercial & Industrial
None	8	100.0%	6	0	2
Sound	0	0.0%	0	0	0
Minor	0	0.0%	0	0	0
Substandard	0	0.0%	0	0	0
Critical	0	0.0%	0	0	0
Total	8	100.0%	6	0	2

Gutters, Downspouts	Total	Percent	Industrial	Public/Quasi Public	Mixed Commercial & Industrial
None	0	0.0%	0	0	0
Sound	6	75.0%	4	0	2
Minor	2	25.0%	2	0	0
Substandard	0	0.0%	0	0	0
Critical	0	0.0%	0	0	0
Total	8	100.0%	6	0	2

Wall Surface	Total	Percent	Industrial	Public/Quasi Public	Mixed Commercial & Industrial
None	0	0.0%	0	0	0
Sound	0	0.0%	0	0	0
Minor	7	87.5%	5	0	2
Substandard	1	12.5%	1	0	0
Critical	0	0.0%	0	0	0
Total	8	100.0%	6	0	2

Wall Surface Type	Total	Percent	Industrial	Public/Quasi Public	Mixed Commercial & Industrial
None	0	0.0%	0	0	0
Wood	0	0.0%	0	0	0
Masonry	5	62.5%	4	0	1
Siding	0	0.0%	0	0	0
Combination	1	12.5%	0	0	1
Stucco	0	0.0%	0	0	0
Metal	2	25.0%	2	0	0
Total	8	100.0%	6	0	2

Parking Surface	Total	Percent	Industrial	Public/Quasi Public	Mixed Commercial & Industrial
None	0	0.0%	0	0	0
Concrete	5	62.5%	3	0	2
Asphalt	3	37.5%	3	0	0
Gravel	0	0.0%	0	0	0
Dirt/Grass	0	0.0%	0	0	0
Brick	0	0.0%	0	0	0
Total	8	100.0%	6	0	2

Parking Spaces	Total	Percent	Industrial	Public/Quasi Public	Mixed Commercial & Industrial
None	0	0.0%	0	0	0
1 to 2	0	0.0%	0	0	0
3 to 5	0	0.0%	0	0	0
6 to 10	0	0.0%	0	0	0
11 to 20	1	12.5%	0	0	1
21 or more	7	87.5%	6	0	1
Total	8	100.0%	6	0	2

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JUNE 1, 2021 AGENDA

Subject:	Type:	Submitted By:
APPROVE FIRST AMENDMENT - SARPY COUNTY AND CITIES WASTEWATER AGENCY FY2020-2021 BUDGET	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared approving the Sarpy County and Cities Wastewater Agency FY 2020-2021 first amendment to the Budget.

FISCAL IMPACT

N/A

RECOMMENDATION

Approval

BACKGROUND

The City of La Vista is a party to an agreement entered into pursuant to the Interlocal Cooperation Act set out in Neb. Rev. Stat. §13-801 et. Seq. by and between Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna (the “Members”), which formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the “Agency”).

Pursuant to Section IX of the Agreement, the Agency Board is required to approve an itemized annual budget which shall be presented to and subject to approval of the individual governing body of each Member. The Agency Board has approved the proposed FY 2020-2021 First Budget Amendment on April 28, 2021, attached is Exhibit A, along with a copy of the Agency Resolution Approving the Sarpy County and Cities Wastewater Agency FY 2020-2021 First Budget Amendment.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING FIRST AMENDMENT TO THE SARPY COUNTY AND CITIES WASTEWATER AGENCY PROPOSED FY2020-2021 BUDGET.

WHEREAS, the City of La Vista is a party to an agreement (the "Agreement") entered into pursuant to the Interlocal Cooperation Act, set out at Neb. Rev. Stat. § 13-801 et seq. (the "Act"), by and between Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna (the "Members"), which formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the "Agency"); and

WHEREAS, pursuant to Section IX of the Agreement, the Agency Board is required to approve an itemized annual budget which shall be presented to and subject to approval of the individual governing body of each Member; and

WHEREAS, pursuant to Section IX of the Agreement, the Agency Board has approved the proposed FY2020-2021 Budget Amendment, which was approved by the Agency Board at the Agency's Board Meeting on April 28, 2021; and

WHEREAS, the City Council deems it appropriate and advisable to approve the proposed FY2020-2021 Budget which has been approved by the Agency Board and is attached to this Resolution as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED by the City Council of La Vista, Nebraska that the proposed FY2020-2021 Amendment Budget is hereby approved.

PASSED AND APPROVED THIS 1ST DAY OF JUNE, 2020.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

BOARD OF SARPY COUNTY AND CITIES WASTEWATER AGENCY

RESOLUTION APPROVING THE FIRST AMENDMENT TO SARPY COUNTY AND CITIES WASTEWATER AGENCY FY2020-2021 BUDGET

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, *et seq.* (the “Act”), Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna entered into an agreement (as amended, the “Formation Interlocal”), and formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the “Agency”) (all capitalized terms not otherwise expressly defined herein shall have the same meanings as provided in the Formation Interlocal);

WHEREAS, the Agency is a separate body corporate and politic under the Act;

WHEREAS, pursuant to the Agency Formation Agreement, the powers of the Agency as a body are exercised by the Agency Board;

WHEREAS, pursuant to Agency Resolution No. 2020-007, the Agency Board previously approved the Sarpy County and Cities Wastewater Agency FY2020-2021 Budget (the “FY2020-2021 Budget”);

WHEREAS, the Agency Treasurer proposed and presented to the Agency Board the amended FY2020-21 Budget; and

WHEREAS, the Agency Board discussed the proposed amended FY2020-2021 Budget and after discussion the Board deemed it advisable to approve the proposed amended FY2020-2021 Budget, attached hereto as Exhibit A, pursuant to Section IX of the Agency Formation Agreement to be presented to the governing body of each Agency Member.

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD that the attached amended FY2020-2021 Budget is hereby approved and shall be presented to and subject to the approval of the individual governing body of each Agency Member;

NOW, THEREFORE, IT FURTHER BE RESOLVED BY THE AGENCY BOARD that the Agency Board Chairman is hereby authorized to execute, on behalf of the Agency Board, any and all documents associated with or in furtherance of the amended FY2020-2021 Budget.

The above Resolution was approved by a vote of the Sarpy County and Cities Wastewater Agency Board at a public meeting duly held in accordance with applicable law on the 28th day of April, 2021.

ATTEST:

Lisa A. Haire

Sarpy County and Cities Wastewater
Agency Secretary



David R. Kelly

Sarpy County and Cities Wastewater
Agency Board Chairman

2021-008

Exhibit A

Amended FY2020-2021 Budget

[attached]

Sarpy County and Cities Wastewater Agency

07/01/2020 to 06/30/2021

FY21 Budget Amendment #1

	FY20 Budget	Adopted FY21 Budget	Actual FY21 07/20-03/21	FY21 Budget Amendment #1
Beginning Cash Balance (Previous FY Carryover)	\$ 248,312	\$ 699,048	\$ 699,048	\$ 699,048
RECEIPTS:				
Donation - Sarpy County	\$ -	\$ -	\$ -	\$ -
Member PILOT Contributions	\$ -	\$ 100,000	\$ -	\$ -
Reimbursable Contribution - Sarpy County	\$ 200,000	\$ -	\$ -	\$ -
Nebraska Clean Water State Revolving Loan Fund	\$ 5,000,000	\$ 2,449,566	\$ 804,967	\$ 2,749,566
Sewer Connection Fees	\$ 3,000,000	\$ 5,116,000	\$ 7,955,414	\$ 7,950,000
Project Gemini Customer Contribution	\$ -	\$ -	\$ 10,900,000	\$ 10,900,000
Miscellaneous (Interest)	\$ -	\$ 9,600	\$ 26,958	\$ 40,000
Total Receipts:	\$ 8,200,000	\$ 7,675,166	\$ 19,687,339	\$ 21,639,566
TOTAL RESOURCES AVAILABLE:	\$ 8,448,312	\$ 8,374,214	\$ 20,386,387	\$ 22,338,614
DISBURSEMENTS & TRANSFERS:				
Agency Operational Expenses:				
Reimbursement to Sarpy County for Reimbursable Contributions	\$ 1,272,120	\$ -	\$ -	\$ 297,120
NDEE SRF Loan Admin Fees / Loan Repayments	\$ -	\$ -	\$ 4,470	\$ 5,000
Professional Services - Consultant Services - Development Plan Creation, General Agency Services	\$ 14,110	\$ 15,700	\$ 25,305	\$ 40,000
Professional Services - Engineering Consultant Services - Regional Wastewater System	\$ 670,896	\$ 455,000	\$ 321,419	\$ 525,000
Professional Services - Legal Services - P3 Formation/Creation	\$ 341,214	\$ -	\$ -	\$ -
Professional Services - Legal Services - General Agency Services	\$ 191,625	\$ 325,000	\$ 333,209	\$ 500,000
Professional Services - Financial Advisor - General Agency Services	\$ 610,390	\$ 300,000	\$ 99,962	\$ 200,000
Project Costs - Title Insurance/Professional Services	\$ 2,200,000	\$ 1,900,000	\$ -	\$ 500,000
Project Costs - Phase 1A Construction, Etc. Services & Expenses	\$ 67,100	\$ -	\$ -	\$ 500,000
Project Costs - Sewer Development Expenses/Easements/ROW	\$ 3,000,000	\$ 5,300,000	\$ 1,139,511	\$ 2,500,000
Insurance - Public Entity Management Liability	\$ 50,000	\$ 50,000	\$ 3,652	\$ 50,000
Accounting Software - QuickBooks	\$ 1,500	\$ 1,500	\$ 700	\$ 1,500
Postage	\$ 1,500	\$ 1,500	\$ 11	\$ 1,500
Office Supplies - Copies, Paper, etc.	\$ 2,000	\$ 2,000	\$ -	\$ 2,000
Publications - Newspaper, Notices, etc.	\$ 7,500	\$ 7,500	\$ 1,036	\$ 7,500
Audit Fees and Accounting Services	\$ 8,000	\$ 8,000	\$ 20,475	\$ 40,000
Miscellaneous - Fees & Supplies	\$ 10,358	\$ 8,000	\$ -	\$ 2,000
Agency Operational Expenses Total:	\$ 8,448,313	\$ 8,374,200	\$ 1,949,750	\$ 5,171,620
TOTAL DISBURSEMENTS & TRANSFERS:	\$ 8,448,313	\$ 8,374,200	\$ 1,949,750	\$ 5,171,620
Ending Cash Balance - 06/30/20XX:	\$ (1)	\$ 14	\$ 18,436,637	\$ 17,166,994
Agency Budget Authority Amount:	\$ 8,448,312	\$ 8,374,214	\$ 20,386,387	\$ 22,338,614

Original FY21 Budget Adopted by Agency Governing Body: 5/27/2020

Original FY21 Agency Budget Effective Date: 7/7/2020

FY21 Budget Amendment #1 Adopted by Agency Governing Body: 4/28/2021

FY21 Budget Amendment #1 Adopted by Sarpy County Governing Body: _____

FY21 Budget Amendment #1 Adopted by Bellevue Governing Body: _____

FY21 Budget Amendment #1 Adopted by Gretna Governing Body: _____

FY21 Budget Amendment #1 Adopted by La Vista Governing Body: _____

FY21 Budget Amendment #1 Adopted by Papillion Governing Body: _____

FY21 Budget Amendment #1 Adopted by Springfield Governing Body: _____

FY21 Agency Budget Amendment #1 Effective Date: _____

*Budget becomes effective upon approval by the governing bodies of all participating entities.

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JUNE 1, 2021 AGENDA

Subject:	Type:	Submitted By:
APPROVAL OF SARPY COUNTY AND CITIES WASTEWATER AGENCY FY2021-2022 BUDGET	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared approving the Sarpy County and Cities Wastewater Agency FY 2021-2022 Budget.

FISCAL IMPACT

N/A

RECOMMENDATION

Approval

BACKGROUND

The City of La Vista is a party to an agreement entered into pursuant to the Interlocal Cooperation Act set out in Neb. Rev. Stat. §13-801 et. Seq. by and between Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna (the “Members”), which formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the “Agency”).

Pursuant to Section IX of the Agreement, the Agency Board is required to approve an itemized annual budget which shall be presented to and subject to approval of the individual governing body of each Member. The Agency Board approved the proposed FY 2021-2022 Budget on May 12, 2021, attached as Exhibit A, along with a copy of the Agency Resolution Approving the Sarpy County and Cities Wastewater Agency FY 2021-2022 Budget.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE SARPY COUNTY AND CITIES WASTEWATER AGENCY PROPOSED FY2021-2022 BUDGET.

WHEREAS, the City of La Vista is a party to an agreement (the "Agreement") entered into pursuant to the Interlocal Cooperation Act, set out at Neb. Rev. Stat. § 13-801 et seq. (the "Act"), by and between Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna (the "Members"), which formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the "Agency"); and

WHEREAS, pursuant to Section IX of the Agreement, the Agency Board is required to approve an itemized annual budget which shall be presented to and subject to approval of the individual governing body of each Member; and

WHEREAS, pursuant to Section IX of the Agreement, the Agency Board approved the proposed FY2021-2022 Budget, which was approved by the Agency Board at the Agency's Board Meeting on May 12, 2021; and

WHEREAS, the City Council deems it appropriate and advisable to approve the proposed FY2021-2022 Budget which has been approved by the Agency Board.

NOW, THEREFORE, BE IT RESOLVED by the City Council of La Vista, Nebraska that the proposed FY2021-2022 Budget is hereby approved.

PASSED AND APPROVED THIS 1ST DAY OF JUNE, 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

BOARD OF SARPY COUNTY AND CITIES WASTEWATER AGENCY

RESOLUTION APPROVING THE SARPY COUNTY AND CITIES WASTEWATER AGENCY FY2021-2022 BUDGET

WHEREAS, pursuant to the Interlocal Cooperation Act, set out at Neb. Rev. Stat. § 13-801 et seq., (hereinafter the “Act”), Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna entered into an agreement (as amended, “Formation Interlocal”) and formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (hereinafter the “Agency”);

WHEREAS, the Agency is a separate body corporate and politic under the Act;

WHEREAS, pursuant to the Formation Interlocal, the powers of the Agency as a body are exercised by the Agency Board; and

WHEREAS, the Agency Board discussed the proposed FY202-2022 Budget and after discussion the Board deemed it advisable to approve the proposed FY2021-2022 Budget, attached hereto as **Exhibit A**, and pursuant to Section IX of the Agency Formation Agreement the FY2021-2022 Budget shall be presented to the governing body of each Agency Member for review and approval.

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD that the FY2021-2022 Budget is hereby approved and shall be presented to and subject to the approval of the individual governing body of each Agency Member; and

NOW, THEREFORE, IT FURTHER BE RESOLVED BY THE AGENCY BOARD that the Agency Board Chairman is hereby authorized to execute, on behalf of the Agency Board, any and all documents associated with or in furtherance of the FY202-2022 Budget.

The above Resolutions were approved by a vote of the Sarpy County and Cities Wastewater Agency Board at a public meeting duly held in accordance with applicable law on the 12th day of May 2021.

ATTEST:

Lisa A. Haine

Sarpy County and Cities Wastewater
Agency Secretary





Sarpy County and Cities Wastewater
Agency Board Chairman

Exhibit A

FY2021-2022 Budget

[Attached]

SARPY COUNTY & CITIES WASTEWATER AGENCY

FY2022 PROPOSED BUDGET

07/01/2021 to 06/30/2022

	FY2021 Budget Amendment #1	Actual/Estimated FY2021	Proposed FY2022 Budget
BEGINNING MONEY MARKET BALANCE:	\$ 699,048	\$ 699,048	\$ 8,402,465
REVENUES:			
26000 Member PILOT Contributions	\$ -	\$ -	\$ -
25000 CWSRF Planning Loan	\$ 2,749,566	\$ 2,749,566	\$ -
25010 CWSRF Construction Loan	\$ -	\$ -	\$ 9,035,000
40002 Gemini Customer Contribution Funds Used	\$ -	\$ 325,000	\$ 4,930,000
40100 Connection Fees	\$ 7,950,000	\$ 7,955,414	\$ 5,500,000
40200 User Rate Charges		\$ -	\$ -
40300 Misc. Revenue	\$ -		\$ -
45001 Interest	\$ 40,000	\$ 81,000	\$ 192,000
TOTAL REVENUES:	\$ 10,739,566	\$ 11,110,980	\$ 19,657,000
TOTAL RESOURCES AVAILABLE:	\$ 11,438,614	\$ 11,810,028	\$ 28,059,465
EXPENDITURES:			
Reimbursement to Sarpy County for Reimbursable Contributions	\$ 297,120	\$ 297,120	\$ -
60001 Financial Advisor Fees	\$ 200,000	\$ 119,000	\$ 200,000
60005 Consulting Fees			
60005.01 Steven Jensen Consulting	\$ 29,000	\$ 25,000	\$ 30,000
60005.02 Christine Myers Consulting	\$ 11,000	\$ 10,000	\$ 12,000
Total 60005 Consulting Fees	\$ 40,000	\$ 35,000	\$ 42,000
60006 Engineering Fees			
60006.01 Misc. Engineering Fees	\$ -	\$ -	\$ 45,000
60006.02 Phase 1A Engineering Fees	\$ 2,750,000	\$ 1,397,000	\$ 2,400,000
60006.03 Task Order 3 Engineering Fees	\$ 525,000	\$ 463,000	\$ 120,000
60006.04 Industrial Sewer System Engineering Fees	\$ -	\$ 325,000	\$ 120,000
Total 60006 Engineering Fees	\$ 3,275,000	\$ 2,185,000	\$ 2,685,000
60007 Agency Loan Admin Fees	\$ 5,000	\$ 4,470	\$ 12,000
60010 Legal & Professional Services			
60020 Printing & Legal Notices	\$ 7,500	\$ 1,200	\$ 2,400
60030 Insurance	\$ 50,000	\$ 22,203	\$ 50,000
60040 Bookkeeping, Payroll & Financial Statements	\$ 15,000	\$ 9,720	\$ 16,300
60050 Audit Fees	\$ 25,000	\$ 15,000	\$ 15,000
60060 Legal Services	\$ 500,000	\$ 414,000	\$ 550,000
Total 60010 Legal & Professional Services	\$ 597,500	\$ 462,123	\$ 633,700
60100 USSWS Project Costs			
60110 Easements, ROW Services	\$ 750,000	\$ 304,000	\$ 1,200,000
60120 Springfield Creek Interceptor Sewer	\$ -	\$ -	\$ 5,970,000
60130 Industrial Sewer System (ISS)	\$ -	\$ -	\$ 4,350,000
60150 Bid Phase Services	\$ -	\$ -	\$ 40,000
60160 ISS Bid Phase Services	\$ -	\$ -	\$ 40,000
60170 Construction Phase Services	\$ -	\$ -	\$ 420,000
60180 ISS Construction Phase Services	\$ -	\$ -	\$ 420,000
Total 60100 USSWS Project Costs	\$ 750,000	\$ 304,000	\$ 12,440,000
62000 USSWS Operations & Maintenance	\$ -	\$ -	\$ 2,400

SARPY COUNTY & CITIES WASTEWATER AGENCY

FY2022 PROPOSED BUDGET

07/01/2021 to 06/30/2022

	FY2021 Budget Amendment #1	Actual/Estimated FY2021	Proposed FY2022 Budget
63000 Vehicles & Large Equipment	\$ -	\$ -	\$ 32,200
63010 Vehicle Fuel	\$ -	\$ -	\$ 2,400
63040 Lab Testing	\$ -	\$ -	\$ 1,200
63050 Testing Equipment, Supplies & Repairs	\$ -	\$ -	\$ 2,400
63070 Safety / PPE	\$ -	\$ -	\$ 1,200
63090 Mowing	\$ -	\$ -	\$ 7,000
Total 63000 Vehicles & Large Equipment	\$ -	\$ -	\$ 46,400
64000 Office Equipment & Supplies			
64005 Office Supplies	\$ 2,000	\$ -	\$ 300
64010 Tools, Small Equipment & Maintenance	\$ -	\$ -	\$ 2,400
64020 Computers, Printers & Furniture	\$ -	\$ -	\$ 6,000
64030 Software & Contracted IT Services	\$ 1,500	\$ 840	\$ 2,400
64040 Internet	\$ -	\$ -	\$ 480
64050 Telephone	\$ -	\$ -	\$ 360
64060 Postage & Shipping	\$ 1,500	\$ 11	\$ 180
Total 64000 Office Equipment & Supplies	\$ 5,000	\$ 851	\$ 12,120
65000 Personnel & Benefits			
65010 Salaries, Full Time	\$ -	\$ -	\$ 100,000
65020 Social Security	\$ -	\$ -	\$ 7,560
65030 Deferred Compensation	\$ -	\$ -	\$ 7,020
65040 Health Insurance	\$ -	\$ -	\$ 27,600
65050 Dental Insurance	\$ -	\$ -	\$ 1,440
65060 Life Insurance	\$ -	\$ -	\$ 600
65070 Disability Insurance	\$ -	\$ -	\$ 1,500
65080 Unemployment / Benefit Payout	\$ -	\$ -	\$ 300
65090 Workers Compensation Insurance	\$ -	\$ -	\$ 1,200
65100 Uniform Allowance	\$ -	\$ -	\$ 1,500
65110 Licenses / Certifications	\$ -	\$ -	\$ 1,800
65120 Books / Periodicals	\$ -	\$ -	\$ 400
65130 Organizational Dues	\$ -	\$ -	\$ 840
65140 Professional Dev. / Conferences	\$ -	\$ -	\$ 850
65150 Travel & Lodging	\$ -	\$ -	\$ 1,500
65160 Recruitment & Onboarding	\$ -	\$ -	\$ 3,000
65170 Contingency Funds	\$ -	\$ -	\$ 84,000
Total 65000 Personnel & Benefits	\$ -	\$ -	\$ 241,110
TOTAL EXPENDITURES:	\$ 5,169,620	\$ 3,407,564	\$ 16,314,730
NET REVENUES - EXPENDITURES:	\$ 5,569,946	\$ 7,703,417	\$ 3,342,270
ENDING MONEY MARKET BALANCE:	\$ 6,268,994	\$ 8,402,465	\$ 11,744,735

FY2022 Budget Adopted by Agency Governing Body: 5/12/2021

FY2022 Budget Adopted by Sarpy County Governing Body: _____

FY2022 Budget Adopted by Bellevue Governing Body: _____

FY2022 Budget Adopted by Gretna Governing Body: _____

FY2022 Budget Adopted by La Vista Governing Body: _____

FY2022 Budget Adopted by Papillion Governing Body: _____

FY2022 Budget Adopted by Springfield Governing Body: _____

FY2022 Agency Budget Effective Date: _____

*Budget becomes effective upon approval by the governing bodies of all participating entities.

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JUNE 1, 2021 AGENDA

Subject:	Type:	Submitted By:
APPROVE AWARD OF CONTRACT – LV LIBRARY/MCC SARPY CENTER ROOF REPLACEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared approving the award of a contract by Metropolitan Community College for the La Vista Public Library/Metropolitan Community College Sarpy Center roof replacement project to Boone Brothers Roofing in an amount not to exceed \$318,090.00.

FISCAL IMPACT

The FY21/FY22 Biennial Budget provides funding for La Vista's portion of the proposed project (42%).

RECOMMENDATION

Approval

BACKGROUND

On May 13, 2021, bids were received for the La Vista Public Library/Metropolitan Community College Sarpy Center roof replacement. Five (5) bids were received (see below). After review of the bids BCDM, the project architect, was made aware that the low bidder, Apple Roofing, is not a certified installer of either of the two approved roofing manufacturers and as a result, would need to subcontract the roofing work through another roofing contractor. The MCC specifications include language under the Terms and Conditions which dictate that a bidder (or vendor) cannot subcontract a substantial portion of the work on a project. The second low bidder, Boone Brothers Roofing, is a certified installer and has extensive experience with MCC in general and, also with this particular building. There is a contingency built into their bid for potential repairs to the sub-structure which will not be known until the old roof is removed, resulting in the total not to exceed amount of \$318,090.00. The City's share of this project is 42% of the total project cost or a maximum of \$133,598.00.

Bid tabulation is attached.

Apple Roofing/Commercial Roofing	\$265,000
Boone Brother Roofing	\$276,600
10 Men Roofing, LLC	\$277,622
Kenbrooke Roofing	\$283,900
White Castle Roofing	\$394,900

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, TO APPROVE AWARD OF A CONTRACT BY METROPOLITAN COMMUNITY COLLEGE FOR THE LA VISTA PUBLIC LIBRARY/METROPOLITAN COMMUNITY COLLEGE SARPY CENTER ROOF REPLACEMENT PROJECT TO BOONE BROTHERS ROOFING IN AN AMOUNT NOT TO EXCEED \$318,090.00.

WHEREAS, the Mayor and City Council have determined that the replacement of the roof is necessary; and

WHEREAS, the City of La Vista is responsible for 42% of the total project costs; and

WHEREAS, The FY21/FY22 Biennial Budget provides funding for the proposed project; and

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

WHEREAS, five bids were received by Metropolitan Community College;

Apple Roofing/Commercial Roofing	\$265,000
Boone Brother Roofing	\$276,600
10 Men Roofing, LLC	\$277,622
Kenbrooke Roofing	\$283,900
White Castle Roofing	\$394,900

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve award of a contract by Metropolitan Community College for the La Vista Public Library/Metropolitan Community College Sarpy Center roof replacement project to Boone Brothers Roofing for in an amount not to exceed \$318,090.00 with the City's portion of said contract not to exceed \$133,598.00.

PASSED AND APPROVED THIS 1ST DAY OF JUNE, 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



1015 North 98th Street, Suite 300
Omaha, NE 68114

May 13, 2021

BID TABULATION

- **LA VISTA PUBLIC LIBRARY / METROPOLITAN COMMUNITY COLLEGE - SARPY CENTER REROOF**

BCDM No. 5409-00

	10 MEN ROOFING, LLC	APPLE ROOFING, LLC	BOONE BROTHERS ROOFING	KENBROOKE ROOFING	WHITE CASTLE ROOFING
Addenda (1)	X	X	X	X	X
Hold Bid Open Until...	June 20, 2021	July 12, 2021	15 Days (see proposal)	July 31, 2021	60 Days
Base Bid	\$277,622	\$265,000	\$276,600	\$283,900	\$394,900
Bid Security	Yes	Yes	Yes	Yes	Yes
Unit Prices:					
No. 1: Remove and replace damaged decking (per SF)	\$20.00	\$15.00	\$15	\$5.35	\$18
No. 2: Remove and replace metal roof gutter (per LF)	\$18.00	\$14.00	\$20	\$10.90	\$20
No. 3: Provide and install Walkway Pads (each)	\$75.00	\$45.00	\$50	\$43.57	\$50
Project Schedule:					
Date of Start of Construction	June 1, 2021	August 1st (due to material lead time)	September 6, 2021	100 calendar days after contract award	July-August 2021 based on material availability
Date of Substantial Completion	August 1, 2021	2 months after start date	December 31, 2021	90 calendar days after jobsite delivery of materials	120 calendar days after start

**RESOLUTION ACCEPTING THE BID FOR
LA VISTA PUBLIC LIBRARY/METROPOLITAN COMMUNITY COLLEGE SARPY
CENTER ROOF REPLACEMENT**

EXECUTIVE SUMMARY

This resolution authorizes the College to award a contract for the La Vista Public Library/Metropolitan Community College Sarpy Center roof replacement, and authorizes the President to execute such Agreement consistent with the bid received from Boone Brothers Roofing. The College recommends acceptance of the base bid from Boone Brothers Roofing, and a project contingency, for a total not to exceed \$318,090.00.

This rubber roof has met end of life and it is currently leaking. There was one bid lower than Boone Brothers', however the lower bid was not seen as the best option for the College because there were complications regarding the manufacturer honoring the warranty if the low bidder was awarded the job. The City of La Vista, which is paying 42.28% of the project costs, has indicated that it supports awarding the Contract to Boone Brothers.

Five bids were received for the project:

Apple Roofing/Commercial Roofing	\$ 265,000
Boone Brothers Roofing	\$ 276,600
10 Men Roofing, LLC	\$ 277,622
Kenbrooke Roofing	\$ 283,900
White Castle Roofing	\$ 394,900

RESOLUTION

BE IT RESOLVED, that the Board of Governors of the Metropolitan Community College Area hereby accepts the bid from Boone Brothers Roofing for the La Vista Public Library/Metropolitan Community College Sarpy Center roof replacement, and authorizes the President to negotiate, sign and implement such agreement with Boone Brothers Roofing, in an amount not to exceed \$318,090.00 plus associated fees, as the President in consultation with College legal counsel may deem appropriate and in the best interests of the College.

Introduced on behalf of the Administration by the Chair of the Board

Board of Governors
May 25, 2021

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JUNE 1, 2021 AGENDA

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT – CONSTRUCTION ENGINEERING SERVICES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared to authorize a Professional Services Agreement with Alfred Benesch and Company for construction engineering services associated with the Park View Boulevard Panel Replacement project (84th Street to 96th Street various locations) in an amount not to exceed \$48,801.00.

FISCAL IMPACT

The FY21/FY22 Biennial Budget provides funding for the proposed project.

RECOMMENDATION

Approval.

BACKGROUND

A proposal was obtained from Benesch to provide construction engineering services (to include project management, construction observation, materials testing, project closeout and public engagement) in conjunction with the proposed Park View Boulevard Panel Repair project. Benesch is well qualified and the City has utilized Benesch Construction engineering services for the Harrison Street panel replacement project and the 96th St & 108th St Pavement Reconstruction & Rehabilitation projects. A detailed scope of work is attached.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH ALFRED BENESH AND COMPANY FOR THE PROJECT MANAGEMENT, CONSTRUCTION OBSERVATION, MATERIALS TESTING, PROJECT CLOSEOUT AND PUBLIC INVOLVEMENT FOR THE PARK VIEW BOULEVARD PANEL REPLACEMENT, 84th STREET TO 96th STREET VARIOUS LOCATIONS PROJECT IN AN AMOUNT NOT TO EXCEED \$48,801.00.

WHEREAS, the City Council of the City of La Vista has determined that various panel replacements along Park View Boulevard between 84th Street and 96th Street are necessary; and

WHEREAS, The FY21/FY22 Biennial Budget provides funding for the proposed project; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska authorize a Professional Services Agreement with Alfred Benesch and Company for the project management, construction observation, materials testing, project closeout and public involvement for the Park View Boulevard Panel Replacement, 84th Street to 96th Street Various Locations project in an amount not to exceed \$48,801.00.

PASSED AND APPROVED THIS 1ST DAY OF JUNE 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



CONSULTING SERVICES AGREEMENT

CLIENT	City of La Vista Public Works Department	Project Name	M376(378) - Park View Blvd - 84 th to 96 th
Address	8116 Park View Blvd La Vista, Nebraska 68128	St. - Panel Replacement	
	Project Location Park View Blvd - 84th to 96th		
Telephone	402-331-8927		
Client Contact	Pat Dowse, City Engineer	Consultant PM	Tim O'Bryan
Client Job No.		Consultant Job No.	120715.00

This Agreement is made by and between City of La Vista Public Works Department, hereinafter called "Client," and Alfred Benesch & Company, hereinafter called "Consultant", for professional consulting services as specified herein. Consultant agrees to provide Client with requested consulting services more specifically described as follows (or shown in Attachment A):

The General Conditions and the following Attachments are hereby made a part of the Agreement:

Attachment A: Scope of Services and Fee Estimate
 Attachment B: Schedule of Unit Rates
 Attachment C: _____
or
 Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

By signing this Agreement, Client acknowledges that it has read and fully understands this Agreement and all attachments thereto. Client further agrees to pay Consultant for services described herein upon receipt of invoice by Client for the Consultant's estimated fee as described below:

By Lump Sum: \$_____.
 By Time and Materials: \$_____.
 By Other Payment Method (See Attachment A): \$48,801.00.
 As shown on serially numbered Work Authorizations Using Exhibit A

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement:

CLIENT

BY: _____
AUTHORIZED REPRESENTATIVE

ALFRED BENESCH & COMPANY

BY: Jeffrey A. Sockel
AUTHORIZED REPRESENTATIVE

PRINT NAME: _____

PRINT NAME: Jeffrey A. Sockel, PE

TITLE: _____

TITLE: Sr Vice President

DATE: _____, 20____

DATE: May 12, 2021

BENESCH OFFICE: Omaha

ADDRESS: _____

PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).

SECTION 1 – Services by Consultant

1.1 General

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

1.2 Scope of Services and Fees

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which if the Services described in the Scope of Services have not commenced, Consultant reserves the right to revise the Scope or Fee Estimate. Any such revision shall be subject to approval of both parties and if such approval is not forthcoming, either party may elect to terminate this Agreement for Cause pursuant to subsection 3.3.1 below.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

SECTION 2 – Payments to Consultant

2.1 Method of Payment

Payment for Consultant's personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.

2.2 Payment for Personnel Services

2.2.1 Payment

Payment for the services rendered by Consultant's personnel shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

2.2.2 Chargeable Time

Chargeable time for Consultant's personnel is that portion of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar

week, except for Consultant observed legal holidays or during an employee's sick leave or vacation time. Travel time from Consultant's office to an assigned work site, and return to Consultant's office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel overnight near the work site in lieu of traveling back to Consultant's office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant's Schedule of Unit Rates.

2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 0.5% per month, or the maximum allowed by law, will be charged on all undisputed past due amounts starting thirty (30) days after receipt of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the receipt of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If Client fails to make payment in full to Consultant of undisputed amounts owed pursuant to this

Section 2 within forty-five (45) days of the receipt of the invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

2.4.5 The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

SECTION 3 - Term of Agreement

3.1 Term

Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work

Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of Agreement

3.3.1 Termination with Cause

The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay the undisputed amount for all services satisfactorily performed prior to the effective date of the termination. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment. In the event of termination by the Client caused by failure by Consultant to perform in accordance with the terms of this Agreement, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination and provide to the Client information and documents developed under the terms of this Agreement with respect to which Client has made payment to Consultant. Upon receipt of all other information and documents, Client shall pay Consultant the undisputed amount for services satisfactorily performed prior to the effective date of the termination.

3.3.2 Termination without Cause

Either party may, at its sole discretion, terminate this Agreement without cause at any time. In the event of such termination, the terminating party will promptly notify and

confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide to the Client information and documents developed under the terms of this Agreement with respect to which Client has made payment to Consultant.

3.4 Payment for Work Upon Abandonment or Agreement Termination

If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section 2.

SECTION 4 - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 Consultant shall be solely responsible for its performance under this Agreement and for those who Consultant designates to carry out such performance.

4.1.2 While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents or subconsultants of Consultant shall be subject to the exclusive direction and control of Consultant and shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 Consultant shall furnish Client a certificate of insurance upon execution of this Agreement showing amounts and types of insurance carried by Consultant, subject to the reasonable satisfaction of the Client's City Engineer as to the insurer, amounts and types of insurance, which certificate shall include Client as an additional insured with respect to Consultant's Commercial General Liability, Automobile Liability, and Umbrella Liability policies and contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions. In the event of cancellation or non-renewal of any of Consultant's policies, Consultant shall obtain replacement coverage reasonably satisfactory to the Client's City Engineer so that there is no break in insurance coverage. Consultant shall require any subconsultants under this Agreement to comply with this subsection 4.2.1.

4.2.2 Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance. Consultant will name the Client as additional insured on Consultant's commercial general liability insurance.

4.3 Successors and Assigns

4.3.1 Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

4.3.2 Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

4.4.2 Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been

prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of service in respect to the Project and Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Provided, however, Client by this Agreement is granted and shall have the right in perpetuity to use any and all such specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement with respect to the Project. Not in limitation of the foregoing sentence, Client may make and retain copies for information and reference in connection with the use and the occupancy of the Project by Client and others. Such documents are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

4.6 Consultant's Personnel at Project Site

4.6.1 The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over

any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

4.6.2 To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

4.7 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.8.1 If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

4.8.2 In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid all undisputed amounts for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges reasonably incurred in demolizing.

4.8.3 Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees

to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

SECTION 5 - Professional Responsibility

5.1 Performance of Services

Consultant shall perform its services consistent with the applicable professional standard of skill and care ordinarily provided by firms practicing in the same or similar locality in the Omaha metropolitan area under the same or similar circumstances (hereinafter the "Standard of Care"). Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes Consultant's services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant it is determined there is a deficiency that fails to meet the standard of care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

5.2 Not Used

5.3 Not Used

5.4 Not Used

5.5 No Third Party Beneficiaries

Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any third party.

SECTION 6 - Miscellaneous Provisions

6.1 Notices

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

6.2 Joint Preparation

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement

6.4 Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.5 Dispute Resolution

Direct negotiation will be the initial process utilized by all parties. Either the Client or Consultant may make a request for Direct Negotiation as an initial attempt to resolve any claim, dispute, or other matter arising out of this Agreement. Any request for Direct Negotiation will be subject to approval of the other party. Direct Negotiation will take place at the project worksite or at a location as agreed to by Client's and Consultant's designated representatives. If Direct Negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this AGREEMENT shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

6.6 Equal Opportunity

Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

6.7 Governing Law

This Agreement is to be governed by the laws of the

jurisdiction in which the project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

6.8 Entire Agreement

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

SUPPLEMENTAL CONDITIONS FOR SURVEY, ENVIRONMENTAL OR GEOTECHNICAL SERVICES

Supplemental Condition is incorporated herein when the applicable box is checked.

S.1 Location of Underground Utilities

It shall be the Client's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the Client elects not to assume this responsibility, Client shall notify Consultant and shall compensate Consultant for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. With respect to any underground utilities and structures marked by Client pursuant to this paragraph, Client, subject to liability limitations and other provisions of the Nebraska Political Subdivisions Tort Claims Act, shall indemnify and hold Consultant harmless from any damages proximately caused by, and delays resulting from, unmarked or improperly marked underground utilities and structures. For reasons of safety, Consultant will not begin work until this has been accomplished.

S.2 Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. Except in the event of Consultant's negligence, these conditions and cost/execution effects are not the responsibility of the Consultant.

S.3 Disposition of Samples and Equipment

S.3.1 Disposition of Samples

No samples and/or materials will be kept by Consultant longer than thirty (30) days after submission of the final report unless agreed otherwise.

S.3.2 Hazardous or Potentially Hazardous Samples and Materials

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples and materials to Client, or have the samples and materials disposed of in accordance with Client's directions and all applicable laws. Client agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. Client recognizes and agrees that Consultant at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

S.3.3 Contaminated Equipment

All laboratory and field equipment contaminated in Consultant's performance of services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. At Client's expense, such equipment shall be delivered to Client, or disposed of in the same manner specified in S.3.2 above. Client agrees to pay Consultant the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to Client pursuant to this Agreement.

CONSTRUCTION ENGINEERING SERVICES

M376(378)

PARK VIEW BLVD from 84TH STREET to 96TH STREET
PANEL REPLACEMENT

SCOPE OF SERVICES

OVERVIEW

Alfred Benesch & Company (Benesch) proposes to provide professional services related to project management, construction observation, materials testing and public involvement for the above-mentioned project. Construction engineering activities shall include but are not limited to, project management, public outreach, pre-construction preparation, construction inspection, project closeout and materials testing.

It is Benesch's understanding that the panel replacement for Park View Blvd from 84th St. to 96th St. will include, but is not limited to, pavement repair, construction of ADA curb ramps and replacement of curb inlet tops.

Benesch anticipates the staffing requirements for this contract will consist of one (1) project manager, one (1) full-time - construction observer, one (1) material testing technician and necessary coordination or administrative support personnel. Exhibit "C" indicates an estimated number of hours, personnel, and testing services and the associated fees Benesch anticipates the City will request for the proposed work under this agreement. Variation of this estimate is expected due to factors beyond Benesch's control such as contractor operations, field changes, requested support services, or other situations that may occur. Should the requested services exceed this fee estimate, Benesch will notify the City if the total fee may exceed the estimated amount and compensations shall be provided using the same established billing rates.

Compensation for professional services related to project management, construction inspection, materials testing, and public involvement shall be on an hourly rate basis determined by the classification of the personnel provided or specified and the material testing fee schedule. Administration (copying, fax, printing, long distance telephone, postage, etc.), observation equipment (cellular phone, measuring wheel, levels, tools, paint, etc.), and other overhead- related expenses shall be compensated at actual costs incurred without markup. An estimate of these costs is indicated in the fee estimate.

The following shall describe the scope of work related to each of these categories. Services may be added or deleted upon request. Changes to the total contract amount will be addressed as indicated above.

The professional services provided by Benesch shall be described under the following major categories:

1. Project Management, Meetings, and Pre-Construction Preparation
2. Construction Observation
3. Materials Testing
4. Project Closeout
5. Public Involvement

PROJECT MANAGEMENT & MEETINGS

Benesch shall provide project management services to the City of La Vista in the following areas:

- Coordinate activities between the City of La Vista and Contractor
- Monitor the construction schedule
- Conduct periodic progress meetings
- Address stakeholder concerns
- Review and submit Partial Pay Estimates
- Scheduling personnel and testing activities

PRE-CONSTRUCTION PREPARATION

The following pre-construction tasks will include:

- Coordinate and schedule public involvement notifications
- Pre-construction photos
- Mark removal limits

CONSTRUCTION OBSERVATION

The following construction observation tasks will include:

- Record and maintain; project field diaries, quantities, files and records.
- Create weekly progress reports.
- Submit weekly progress reports to general contractor and City representative.
- Monitor the contractors' activities for compliance with the plans and specifications.
- Review work zone traffic control devices each day.
- Coordinate with general contractor.
- Coordinate material testing services.
- Observe and record change order and force account work.
- Document and address stakeholder concerns.

MATERIALS TESTING SERVICES

The following materials and testing will include:

- Perform materials testing.
- Acquire, record, and provide all necessary material certifications.
- Provide all test reports and certifications to the City project manager.

CONSTRUCTION CLOSEOUT

The following construction phase tasks will include:

- Schedule and conduct a final project walkthrough/inspection.
- Prepare and submit punch list to the general contractor and City representative
- Verify all project work has been completed, inspected, and approved.
- Prepare and submit as-built plans.
- Develop final payment.

Park View Blvd Panel Replacement - 84th ST to 96th ST

Project consists of concrete pavement repair, ADA curb ramps and replacement of curb inlet tops.

Exhibit "A"

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Project Summary

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JUNE 1, 2021 AGENDA

Subject:	Type:	Submitted By:
AUTHORIZATION TO LEASE – TEMPORARY DOG PARK FENCING	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared authorizing the lease of temporary Dog Park Fencing from American Fence Company Omaha, NE in an amount not to exceed \$10,579.57.

FISCAL IMPACT

The FY21/FY22 Biennial Budget provides funding for the proposed lease.

RECOMMENDATION

Approval

BACKGROUND

The lot in the northwest corner of the MCC/La Vista Facility located at 9110 Giles Road has been identified as the site for La Vista's first temporary dog park. The temporary dog park will consist of two areas each approximately 90' X 180', one for large dogs and one for small dogs. Waste stations and benches will also be provided in the dog park. Use of this site for a potential permanent dog park will be evaluated at the November 2021 MCC/La Vista Condo Board meeting. A site plan for the dog park has been included.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE LEASE OF TEMPORARY DOG PARK FENCING FROM AMERICAN FENCE COMPANY, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$10,579.57.

WHEREAS, the City Council of the City of La Vista has determined that the lease of temporary dog park fencing is necessary; and

WHEREAS, the FY21/FY22 Biennial Budget provides funding for the proposed lease; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby authorize the lease of temporary dog park fencing from American Fence Company, Omaha, Nebraska in an amount not to exceed \$10,579.57.

PASSED AND APPROVED THIS 1ST DAY OF JUNE 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

EXHIBIT A

Sarpy Center Dog Park Reference Map



CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JUNE 1, 2021 AGENDA

Subject:	Type:	Submitted By:
AUTHORIZATION TO ADVERTISE – REQUEST FOR PROPOSALS – JANITORIAL SERVICES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared authorizing the advertisement of Request for Proposals for janitorial services for six (6) municipal facilities.

FISCAL IMPACT

The FY21/FY22 Biennial Budget provides funding for these services.

RECOMMENDATION

Approval

BACKGROUND

The City awarded FBG Corporation a three-year contract in April 2017. Since the expiration of that contract we have been on a month-to-month basis with this company. We recently reviewed the services being provided at all of our facilities and discussed whether it might be advantageous to potentially consider using different vendors for some of our facilities (i.e. the police department has higher level security/background requirements than some of our other locations). Consequently, a decision was made to seek proposals for janitorial services again. A copy of the Request for Proposals has been included.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISEMENT OF REQUEST FOR PROPOSALS FOR JANITORIAL SERVICES FOR CLEANING THE SIX (6) MUNICIPAL FACILITIES.

WHEREAS, the Mayor and Council have determined that it is desirable to take proposals for janitorial services for cleaning the city facilities; and

WHEREAS, specifications have been prepared for the request for proposals; and

WHEREAS, The FY21/FY22 Biennial Budget provides funding for these services; and

WHEREAS future year budgets will continue to provide funding for janitorial services;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby authorize the advertisement for request for proposals and the City Clerk is hereby authorized to advertise for the proposals in accordance with the specifications prepared by staff in a form and content satisfactory to the City Administrator or her designee, and said sealed proposals are due by 10:00 a.m. June 24, 2021, at City Hall, 8116 Park View Blvd., La Vista, Nebraska 68128.

PASSED AND APPROVED THIS 1ST DAY OF JUNE, 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CITY OF LA VISTA

REQUEST FOR PROPOSALS

ON: JANITORIAL SERVICES FOR CITY OF LA VISTA FACILITIES

NOT AN ORDER

From: City of La Vista
City Clerk
8116 Park View Blvd.
La Vista, Nebraska 68128

Notice Posted: *June 2, 2021*
Notice Published: *June 9, 2021*
PROPOSALS DUE:
June 24, 2021 at 10 a.m.
La Vista City Hall
8116 Park View Blvd.

The City of La Vista is requesting proposals for a one (1) year contract, with two (2), one (1) year options for janitorial/cleaning services at six (6) City facilities. Anticipated contract start date, August 2, 2021.

GENERAL CONDITIONS AND INSTRUCTIONS FOR BIDDERS

(Incorporated herein and made part of these specifications)

1. Any discount quoted will be deducted from the price when bill is paid. All appropriate government discounts should apply.
2. The owner reserves the right to reject any or all proposals, and to waive informalities or irregularities in the proposal, and to negotiate contract terms with the various bidders when such is deemed by the owner to be in its best interest. The right is also reserved to accept or reject any part of the proposal unless otherwise indicated by vendor.
3. Instructions, manufacturer's catalog numbers, etc., where shown herein are for descriptive purposes to guide the bidder in interpreting the standard, quality, design, and performance desired and shall not be construed to exclude proposals based on furnishing other types of materials.
4. Any substitutions must equal or surpass the specifications. When submitting a substitute article as equal, full name and description must be given, the City reserving the right, however, of deciding upon its suitability for the purpose intended.
5. Prices proposed shall not be subject to increase during the entire term of the contract. However, should there be a reduction in the price of any one or more items covered by the contract, during the period of the contract, the price to the City of La Vista shall be reduced to equal the revised list price less the discount herein quoted.
6. The City shall have the right to inspect any material or services specified herein. Equipment, supplies or services that fail to comply with the specification herein as regards to design, material, or workmanship are subject to rejection at the option of the City. Any materials rejected shall be removed from the premises of the City of La Vista at the expense of the vendor.
7. Each bidder shall submit all necessary catalogs, descriptive literature, etc. needed to describe fully the material he proposed to furnish.

8. Any bidder's exceptions to those terms and conditions or deviations from the written specifications shall be shown in writing on the attached bid form exception sheets. However, such exceptions may be cause for rejection of the bid.
9. All prices and notations must be in ink or typewritten. Mistakes may be crossed out, and corrections typed adjacent and must be initialed in ink by person signing the proposal.
10. No proposal may be withdrawn after the scheduled closing time for receipt of proposals for at least sixty (60) days.
11. Proposals must be submitted on the forms provided in a sealed envelope plainly marked "**SEALED BID**" with material description, date and time of closing written thereon. All bid proposals must be signed by an authorized officer or employee of the company and include the firm name.
12. The City reserves the right to award contract to multiple vendors based on the following spaces:
 - Group 1 – City Hall, Community Center, Annex & Community Development
 - Group 2 – Police Department
 - Group 3 – Public Works Facility, Parks Facility
13. The cost for the option years will be provided in writing to the City sixty (60) days prior to the expiration date of the current contract year.
14. **Questions should be directed to Pam Bueche, City Clerk, by e-mail to pbueche@cityoflavista.org before end of day on June 21, 2021.** As required by State Law, neither the vendor nor his subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to their hire, tenure, terms, conditions, or privileges of employment or because of their race, color, religion, sex, disability, or natural origin.

ADDITIONAL REQUIREMENTS

Notwithstanding anything in these specifications to the contrary:

1. **Modifications.** Bidder understands, acknowledges and agrees that no employee, agent or representative of the City has any authority to make any representations, statements, warranties, agreements or modifications to, of or regarding these specifications or any contract of the City without the written approval of the City Administrator or their designee; provided, however, that any representation, statement, warranty, agreement or modification that has any actual or potential impact to the City of more than \$5,000 shall require action by the City Council of the City of La Vista.
2. **Fair Labor Standards.** Pursuant to Neb. Rev. Stat. Section 73-102, by submitting a bid, supplier hereby represents and certifies to the City of La Vista that supplier is complying with, and will continue to comply with, fair labor standards in the pursuit of its business and, if supplier is the successful bidder, in the execution and performance of the contract on which it is bidding; and in the execution and performance of said contract, fair labor standards will be maintained.

STATEMENT OF WORK

Specifications

The specifications outline the requirements for cleaning services for six (6) City of La Vista facilities. A list of each facility, the address and approximate square footage is outlined to assist you with your proposal. Contractor will supply general cleaning supplies and cleaning equipment. The Owner will furnish all trashcan liners, paper products and soap for dispensers.

A mandatory walkthrough will be held, June 17, 2021 at 1:00 pm to view the facilities beforehand. The walkthrough will begin at La Vista City Hall, located at 8116 Park View Boulevard, La Vista, Nebraska.

Facilities List

- City Hall - 8116 Park View Blvd., La Vista NE
 - 1 floor – approximately 9550 sq. ft.
 - Includes entryway and main lobby area, Council Chambers, restrooms (4), offices, conference room, break room and entire office area.
- Community Center (Recreation Center) – 8116 Park View Blvd., La Vista, NE
 - 1.5 floors – approximately 12,950 sq. ft.
 - Includes entryway, lobby, game room, restrooms, locker and shower areas, meeting rooms, all office space, activity area of gym, fitness areas, craft room, vending area, and kitchen.
- Annex and Community Development Building – 8110 Park View Boulevard
 - 2 floors – approximately 4320 sq. ft.
 - Includes office area, entryways, lobbies, kitchen, restrooms, conference and training room, and break room.
- Police Department – 7701 South 96th Street
 - 1 floor – approximately 14,550 sq. ft.
 - Includes entryway, lobby, conference rooms, community rooms, break room, kitchen, fitness areas, detention area, interview rooms, restrooms, locker rooms and all clerical / office areas.
- Public Works Facility – 9900 Portal Road
 - 1 floor – approximately 4500 sq. ft.
 - Includes, entryway, all office areas, restrooms, locker rooms, conference rooms and break room.
- Parks Facility – 9810 Hupp Drive
 - 1 floor – approximately 3000 sq. ft.
 - Includes all office areas, restrooms, locker rooms, break rooms and conference rooms.

Holidays

Work will not be required on the days set forth below. However, Contractor can make arrangements for cleaning if needed.

New Year's Day	January 1 st
Martin Luther King, Jr. Day	Third Monday of January
Presidents' Day	Third Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4 th
Labor Day	First Monday of September
Columbus Day	Second Monday of October
Thanksgiving	Fourth Thursday of November
Day after Thanksgiving	Friday after Thanksgiving
Christmas	December 25th

Schedule

Contractor shall cooperate with the City to minimize conflict and facilitate operations.

Cleaning in the Community Center will be done 7 days a week, between the hours of 10:00 p.m. and 6:00 a.m. From May 1st through Labor Day, the Community Center is closed on Sundays, and therefore would only need to be cleaned 6 days per week.

Cleaning at the Police Department will be Monday through Friday, between 3:00 p.m. and 6:00 p.m. with limited services on Saturday & Sunday afternoons consisting of emptying trash, cleaning restrooms, and vacuuming.

Cleaning of City Hall, Annex, and Community Development will be Monday through Friday, between 5:00 p.m. to 6:00 a.m. With the understanding that cleaning work can be completed without interruption to meetings in the City Council Chamber.

Cleaning Public Works and the Parks facility will be Tuesday and Friday between 5:00 p.m. to 6:00 a.m.

Definition of Terms

All work performed under the approved Agreement shall satisfy, as a minimum, the cleaning requirements and standards set forth herein. As used throughout this Specification, the following terms shall be defined as set forth below:

1. CLEAN: Surfaces must be free of dirt, dust, spots, streaks, stains, smudges, litter, gum, debris, hard water deposits, scuff marks, and other residue; to restore all items to their original condition and appearance.
2. DISINFECT: Cleaning in order to destroy any harmful micro-organisms by the application of an approved chemical agent.
3. TILE FLOOR: All ceramic and vinyl tile and rubber, linoleum or other sheet type flooring products, which are affixed to the sub flooring with mastic or adhesive.
4. PARTITION: The barriers between restroom stalls and walls or dividers within a facility, which do not touch the ceiling.

5. VACUUMING: The complete removal of lint, dust, loose soil, and debris by the use of an industrial-type vacuum cleaner.

6. POLISHING: The application of an oil-based, high quality wood preservative to furnishings and wiping the furnishings using a soft, non-abrasive cloth, so as not to leave any residual surface polish.

7. FIXTURE: Toilets, urinals, toilet paper holders, hand towel dispensers, soap dispensers, sinks, floor drains, and any other items attached to the ceiling, wall, door or floor.

8. FLOOR CARE: For all floor care operations where furniture and equipment must be removed, no chairs, wastepaper baskets or other items shall be stacked on desks, tables or window sills. Upon completion of work, all furniture and equipment must be returned to its original location and position. Baseboards, walls, doors, furniture and equipment shall not be splashed, disfigured or damaged during floor care operations. The Vendor shall take precautions to advise building occupants of wet and/or slippery floor conditions. All tools and equipment shall be maintained in clean condition and neatly stored in the assigned storage areas, if available. All waxed surfaces must be maintained so as to provide safe anti-slip walking conditions.

9. SWEEPING, DUST MOPPING AND DAMP MOPPING: Hard surface floors shall be swept, dust mopped and damp mopped, leaving the floors clean and free of dirt streaks; no dirt shall be left in corners, under furniture, or behind doors. Entrances, or other outside surfaces included in the Agreement shall be swept of all dirt and trash. No dirt shall be left where sweepings were picked up.

10. WET MOPPING AND SCRUBBING: Floors shall be properly prepared by thoroughly sweeping to remove visible dirt and debris, and by removing of gum, tar, and similar substances from the floor surface. On the completion of mopping and scrubbing, floors shall be properly rinsed and dry-mopped to present an overall appearance of cleanliness; floors shall be clean and free of dirt, water streaks, mop marks, string, etc.; floors shall be dry and corners and cracks clean. When scrubbing is specified, it shall be performed by machine or by hand with a brush.

11. CARPET CARE: Carpets must be vacuumed thoroughly, preferably with an industrial-type vacuum cleaner. Carpeted floors shall be free of all visible litter and soil. Chairs, trash receptacles, and easily movable items shall be moved and the carpet vacuumed underneath. Any tears, burns or unraveling shall be brought to the attention of the City's Building Technician in writing.

12. LOW MOISTURE/DRY EXTRACTION CARPET CLEANING: All carpets shall be deep cleaned using low moisture/dry extraction method at the scheduled frequencies, using approved industrial carpet cleaning equipment.

13. RUGS: After thoroughly vacuuming, all rugs shall be cleaned and be free of dust balls, dirt, and other debris.

14. DUSTING: Dust shall be removed directly from the areas and surfaces on which it lies by the most effective means; appropriately treated dusting cloths, vacuuming tools, etc. When doing high cleaning, dust shall not be allowed to fall from high areas onto furniture and equipment below. Each dusting task shall result in the following:

- a. There shall be no dust streaks remaining.
- b. Corners, crevices, molding and ledges shall be free of all dust.
- c. There shall be no oils, spots or smudges on dusted surfaces caused by dusting tools.

d. Few traces of dust will be found on any surface during routine inspections.

15. DAMP WIPING: This task consists of using a clean damp cloth or sponge to remove all dirt, spots, streaks, fingerprints and smudges from walls, glass and other specified surfaces, then drying to provide a clean, polished appearance. The wetting solution shall contain an appropriate approved cleaning agent. When damp wiping in toilet areas, a multi-purpose (disinfectant - deodorizer) cleaner shall be used.

16. BRIGHT METAL POLISHING: This task may be performed by damp wiping and drying with a suitable cloth so a polished appearance can be attained. However, if a polished appearance cannot be produced, the City's Building Technician shall be contacted for direction as to the use of an appropriate, approved metal polish.

17. WINDOW WASHING AND GLASS CLEANING:

a. After each washing operation in accordance with the specified frequency, all glass, interior and exterior, shall be clean and free of dirt grime streaks, fingerprints and excessive moisture, and shall not be cloudy.

b. Window frames, sills and woodwork around interior and exterior glass and other surrounding areas shall be thoroughly wiped, free of any drippings and watermarks.

c. When building occupants will be seriously disrupted or inconvenienced by window cleaning operations, these activities shall be scheduled with the Department's designated contact person and/or the City's Building Technician.

18. PORCELAIN WARE CLEANING:

a. All porcelain fixtures (including drinking fountains, sinks, urinals, toilets, etc.) shall be clean and bright; there shall be no dust, spots, stains, rust, green mold, encrustation of any kind or excess moisture.

b. Walls, floors and other surfaces adjacent to fixtures shall be free of spots, stains, drippings and watermarks.

c. Toilets: Special attention shall be given to floors around urinals and commodes to assure elimination of odors and stains, and to provide a uniformly clean appearance throughout.

19. SPOT CLEANING: Where specified, this task shall result in the removal of all smudges, spots, stains or other marks from the designated area or surface without causing discoloration, staining or damage.

20. POLICING: This task includes picking up and removing trash, paper, empty cans or bottles and other debris inside the building, including all offices, passageways, lobby waiting areas, and outside landings at entrances and exits; maintaining cigar/cigarette ash receptacles in a neat and presentable condition at designated smoking areas (if located at or adjacent to entrances or exits); keeping entry and exit ways inside the building free of dirt, dust, trash, cigarettes, and any excess water caused by inclement weather. Recycle materials (paper) shall be deposited into the appropriate recycling receptacles, if provided.

Responsibilities of the Contractor

The following cleaning lists are outlined by facility and cleaning locations, however, are not inclusive. The information below is not intended to be restrictive on how a contractor accomplishes the desired definitions of cleaning as described in the Definition of Terms section.

All Facilities:

ALWAYS

- Report any safety hazards to the Building Technician unless you can easily correct it yourself
- Report needed repairs (in writing)
- Keep equipment neatly stored, clean, and report needed equipment repairs
- Keep custodial room clean and orderly
- Use appropriate safety procedures and equipment

**CITY HALL
8116 PARK VIEW BLVD**

A. General Cleaning - Entire City Hall Facility – Daily unless otherwise noted

- Vacuum all floor mats
- Vacuum all carpet – approx. 7600 sq. ft.
 - Suggested Tuesday, Thursday, and Sunday – special consideration to be made for scheduling to avoid vacuuming during public meetings (schedule to be provided).
- Sweep and Wet mop tile floors (rinsing mop and changing water as necessary so floors are not smeared). (**During bad weather this may need to be done more than once**)
 - Quarry tile in foyer – approx. 1400 sq. ft.
 - Ceramic tile in restrooms – approx. 340 sq. ft. (with disinfectant)
 - Linoleum in rear entry and break room – approx. 210 sq. ft.
- Clean entryway glass
- Clean lobby glass and plexiglass as needed.
- Empty and clean exterior urns and ashtrays at entrance
- Clean and polish all drinking fountains
- Check for and remove cobwebs as needed
- Empty all trash containers and replace liners as needed.
 - (including sanitary napkin bins in women's stalls)

Clean Offices, Clerical Area, Conference Room, and Break Room.

- Conference rooms clean as an office
- Council Chambers – check for cleanliness and empty trash if needed daily (clean, dust, vacuum, etc. weekly)
- Clean and/or dust tables, chairs, tops of file cabinets, trash receptacles, can recycle containers, tops of partitions, counter tops, exterior of refrigerator and microwave.

*****CLEAN ONLY CLEARED SPACES ON DESKS, CREDENZAS, FILE CABINETS, AND COUNTER TOPS. DO NOT MOVE OR REARRANGE PAPERS, BOOKS OR PERSONAL ITEMS.**

- Sweep or vacuum chair mats and under desks
- Clean walls and switch covers around light switches
- Wipe front of cupboards if needed

Restrooms (4 restrooms total; 2 men's, 2 women's)

- Clean walls and counter tops (especially by the light switches, around towel dispensers, hand dryers and under soap dispensers) – includes bathroom door partitions
- Clean or dust soap dispensers, towel dispensers as needed
 - towel dispensers and soap dispensers refill if less than $\frac{1}{2}$ full
- Clean all sinks inside and out, including faucets
 - Polish stainless steel sinks
- Clean mirrors
- Clean all urinals. Remove the strainers and brush entire inside, wipe down the outside and clean all chrome
- Clean all stools inside and out, including all chrome
- Refill toilet paper as needed

B. WEEKLY

- Clean Council Chambers (dust, vacuum, empty trash)

C. MONTHLY

- Clean all mini-blinds
- Burnish all linoleum floors
- Wipe down mopboards
- Vacuum chairs
- Dust window sills
- Vacuum under gravel mat (front entrance)

D. YEARLY – Service and scheduling will be requested by the Building Technician

- Strip and wax or reseal linoleum and quarry tile with wax or sealer approved by the Building Technician
- Steam/Extraction clean all carpets

COMMUNITY CENTER (RECREATION CENTER) 8116 PARK VIEW BLVD

A. General Cleaning - Entire Recreation Center- Daily unless otherwise noted

- Vacuum all floor mats in facility
- Vacuum carpet (Tuesday, Thursday, Sunday) – approx. 1720 sq. ft.
- Sweep and Wet mop tile floors (rinse mop and changing water as necessary so floors are not smeared. **(During bad weather this may need to be done more than once)**
 - VCT tile – approx. 7380 sq. ft. (craft room, 5 meeting rooms, game room, activity area of gym)
 - Ceramic tile – approx. 2000 sq. ft. (restrooms, locker and shower areas, vending area, kitchen)
 - Quarry Tile – approx. 1850 sq. ft. (Lobby)
- Empty all trash containers and replace liners as needed
 - (including sanitary napkin bins in women's stalls)
- Clean entryway glass
- Clean Vending area
 - Sweep or vacuum under vending machines, wet mop where possible
- Clean and polish all drinking fountains
- Check for and remove cobwebs as needed
- Clean and/or dust tables, chairs, tops of file cabinets, trash receptacles, can recycle containers, tops of partitions, counter tops, window sills (whether facing out doors or interior of building).
 - **CLEAN ONLY CLEARED SPACES ON DESKS, CREDENZAS, FILE CABINENTS, AND COUNTER TOPS. DO NOT MOVE OR REARRANGE PAPERS, BOOKS OR PERSONAL ITEMS.**
- Sweep or vacuum chair mats and under desks
- Check all meeting rooms, sweep and wet mop as needed
- Clean all sinks and countertops
- Polish stainless steel sinks
- Clean or dust paper towel dispensers, refill if less than ½ full
- Wipe fronts of cupboards if needed
- Clean wall and switch covers around light switches
- Empty front exterior trash container and ashtray

Showers and Restrooms (2 total; 1 men's, 1 women's)

- Clean walls, with additional emphasis by the light switches, sinks, soap dispensers, and under soap dispensers
- Clean all sinks inside and out, including faucets
- Clean mirrors.
- Clean all urinals. Remove the strainers and brush entire inside, wipe down the outside, and clean all chrome
- Clean all stools inside and out, including all chrome
- Clean all shower faucets, walls, mirrors
- Wipe down lockers and towel hangers
- Wet mop floors daily with disinfectant
- Clean shower drain trough and drain cover

- Refill toilet paper holders and soap dispensers as needed

B. WEEKLY

- Power scrub restroom, locker room and shower floors, making sure to clean next to walls, under sinks and urinals, and in stalls
- Buff linoleum floor in gym and meeting room areas

C. MONTHLY

- Clean all mini-blinds
- Wipe down mopboards
- Dust window sills
- Vacuum under gravel mats (2 – Front entrance and southeast back door)

D. YEARLY – Service and scheduling will be requested by the Building Technician

- Strip and wax or reseal linoleum with wax or sealer approved by the Building Technician
- Steam/Extraction clean all carpets

ANNEX & COMMUNITY DEVELOPMENT 8110 PARK VIEW BLVD

A. General Cleaning - Community Development Office (Daily) and Annex twice per week or as needed

- Vacuum all floor mats
- Vacuum all carpet (Tuesday, Thursday, Sunday) – approx. 3600 sq. ft.
- Sweep and Wet mop all tile floors (ring mop and change water as necessary so floors are not smeared)
 - Ceramic tile (all restrooms) – approx. 380 sq. ft.
 - Vinyl tile (break room, kitchen, entry's) – approx. 340 sq. ft.
- Sweep and mop brick floor in vestibule
- Clean entryway glass
- Empty all trash containers and replace liners as needed
 - (including sanitary napkin bins in women's stalls)
- Empty and clean exterior urns and ashtrays at entrance
- **Clean Offices, Clerical Area, Conference Rooms, Training Room, and Break Rooms (This also applies to adjoining stair wells)**
- Clean and/or dust tables, chairs, tops of file cabinets, trash receptacles, can recycle containers, tops of partitions, counter tops,), exterior of refrigerator and microwave.
******CLEAN ONLY CLEARED SPACES ON DESKS, CREDENZAS, FILE CABINENTS, AND COUNTER TOPS. DO NOT MOVE OR REARRANGE PAPERS, BOOKS OR PERSONAL ITEMS.**
- Sweep or vacuum chair mats and under desks
- Check all conference rooms, clean as an office
- Clean all sinks
 - Polish stainless steel sinks
- Clean or dust paper towel dispensers, refill if less than ½ full
- Wipe front of cupboards if needed
- Clean walls and switch covers around light switches
- Check for and remove cobwebs as needed

Restrooms and Shower (4 total; 2 men's, 2 women's)

- Clean walls, with additional emphasis by the light switches, sinks, soap dispensers, and under soap dispensers – including partitions
- Clean all sinks inside and out, including faucets
- Clean mirrors.
- Clean all urinals. Remove the strainers and brush entire inside, wipe down the outside, and clean all chrome
- Clean all stools inside and out, including all chrome
- Wet mop floors daily with disinfectant
- Refill toilet paper holders and soap dispensers as needed

B. WEEKLY

- N/A

C. MONTHLY

- Clean all mini-blinds
- Wipe down mop boards

- Burnish all linoleum floors
- Dust window sills
- Vacuum chairs

D. YEARLY – Service and scheduling will be requested by the Building Technician

- Strip and wax or reseal linoleum if needed with wax or sealer approved by the Building Technician
- Steam/Extraction clean all carpets

**POLICE DEPARTMENT
7701 SOUTH 96TH STREET**

A. General Cleaning: Lobby, Offices, Clerical Area, Conference Rooms, Training Room and Break Room - Daily

- Empty wastebaskets and place trash in dumpster; replace liners as necessary
- Empty and clean exterior urns and ashtrays at entrance
- Clean and/or dust tables, chairs, tops of file cabinets, trash receptacles, tops of partitions, counter tops, window sills, exterior of refrigerator and microwave.
- Sweep or vacuum chair mats and under desks
- Clean all doors around door knobs and push plates
- Remove all cobwebs at ceilings, corners, and crevices

******CLEAN ONLY CLEARED SPACES ON FILE CABINETS AND COUNTER TOPS. DO NOT MOVE OR REARRANGE PAPERS, BOOKS OR PERSONAL ITEMS.**

- Vacuum all carpeted floors including entry mats (approximately 11,600 sq.ft.)
- Spot Clean all carpeted floors as needed.
- Sweep and damp mop all hard surface floors with treated mop, and remove scuff marks
- Sweep and Wet mop all tile (rinsing mop and changing water as necessary so floors are not smeared). (During bad weather this may need to be done more than once)
 - Quarry tile (foyer) – approx. 800 sq. ft.
 - Ceramic tile (restrooms, community room) – approx. 1600 sq. ft.
 - VCT (copy room, break room, entry's) – approx. 550 sq. ft.
 - Epoxy floor in booking room, restroom and interview room – approx. 450 sq. ft.
 - Sweep and clean rubber sports floor in fitness – approx. 350 sq. ft.

Restroom Cleaning (RESTROOMS/LOCKER ROOMS (7 total; 3 men's, 2 women's, 2 locker rooms.

- Clean walls and counter tops (especially by the light switches and under soap dispensers) – includes bathroom door partitions
- Clean and refill soap dispensers, towel dispensers
- Clean all sinks inside and out, including faucets
- Clean mirrors
- Clean all urinals. Remove the strainers and brush entire inside, wipe down the outside and clean all chrome
- Clean all stools inside and out, including all chrome
- Clean shower faucets/drains/walls
- Wet mop floors daily (with disinfectant)
- Refill toilet paper as needed
- Wipe down locker room benches and lockers
- Empty trash receptacles and replace liners as needed (including sanitary napkin bin in women's stalls)

B. WEEKEND SERVICE (Saturday and Sunday)

Breakroom

- Sweep and wet mop floors
- Clean and refill soap dispensers, towel dispensers

- Clean and disinfect sinks, countertops, and tables.
- Empty all trash

Restroom Cleaning

- Clean all stools inside and out, including all chrome using an acid type bowl cleaner
- Clean and refill soap dispensers, towel dispensers
- Clean all sinks inside and out, including faucets using an abrasive cleaner such as Ajax or a similar product
- Clean mirrors
- Clean all urinals. Remove the strainers and brush entire inside, wipe down the outside and clean all chrome
- Empty all trash

Carpet Care

- Vacuum hallway carpet, Report Writing Room carpet

C. WEEKLY SERVICE (Fridays)

Window Washing and Glass Cleaning

- Clean entry doors glass inside and out
- Clean glass in Records, CIB and Administration
- Clean interior lobby windows and all interior door glass

Detention Area

- Clean restroom and interview rooms in detention area
- Clean both stools inside and out.

D. MONTHLY SERVICE (During Last Week of the Month)

- Clean all mini-blinds.
- Dust window sills
- Vacuum Chairs
- Wipe down mopboards
- Power scrub restroom and shower floors, making sure to clean next to walls, under sinks and urinals, and in stalls
- Vacuum under gravel mats (1 – Front entrance; 3 – Garage)

E. YEARLY – Service and scheduling will be requested by the Building Technician

- Strip and wax or reseal linoleum and quarry tile with wax or sealer approved by the Building Technician
- Steam/Extraction clean all carpet areas

PUBLIC WORKS FACILITY 9900 PORTAL ROAD

A. General Cleaning -Two nights of service per week, Tuesday and Friday.

- Empty trash and replace liners as needed.
- Clean glass and mirrors.
 - Front entryway glass – inside and outside
 - Mirrors (5) – Front office restrooms, men's and women's locker room.
- Vacuum carpet and mats.
 - Carpet in front office, director's office, deputy director's office, engineer's office, street superintendent office, conference room – Approximately 1200 sq. ft.
 - Mats – (3) 4' x 6' (2) 3' x 5'
- Dust mop and wet mop tile floors. Approximately 2,240 sq. ft.
 - Front office including entryway, restrooms, storage room – 1050 sq. ft.
 - Shop Foreman office – 120 sq. ft.
 - Men's Locker Room – 407 sq. ft.
 - Women's Locker Room – 204 sq. ft.
 - Break Room – 459 sq. ft.
- Clean sinks, toilets and urinals. Fill toilet paper, towel and soap dispensers as needed.
 - Front Office Restrooms: (2) sinks, (2) toilets, (4) tissue holders, (2) towel dispensers.
 - Men's Locker Room: (2) toilets, (2) urinals, (1) multi-station sink, (4) toilet paper holders, (2) towel dispensers.
 - Women's Locker Room: (2) toilets, (1) sink, (4) toilet paper holders, (1) towel dispenser, (2) sanitary napkin receptacles.
- Clean drinking fountains.
- Check for and remove cobwebs. All locations.
- Break Room:
 - Wipe outside of refrigerator, ice machine, microwave and coffee pot machine.
 - Fill paper towel dispenser (1) as needed.
 - Dust tables, cabinets and vending machine.
- Dust desks in offices, counter tops and file cabinets and Conference room table.

****Clean only cleared spaces on desks, counter tops and file cabinets. Do not move or rearrange papers, books or personal items.**

B. MONTHLY

- Dust and clean walls and light fixtures in front office restrooms and locker rooms
- Dust all window blinds and sills. Clean glass – inside only
- Wipe down mopboards
-

C. YEARLY – Service and scheduling will be requested by the Building Technician

- Strip and wax or reseal linoleum and quarry tile with wax or sealer approved by the Building Technician
- Steam/Extraction clean all carpets

PARKS FACILITY 9810 HUPP DR

A. General Cleaning - Two nights of service per week, Tuesday and Friday.

- Empty trash and replace liners as needed.
- Clean glass and mirrors.
 - Interior window.
 - Mirrors – Front office restroom, men's locker room and rear restroom.
- Vacuum carpet and mats.
 - Carpet in 3 offices – Approximately 460 sq. ft.
 - Mats
- Dust mop and wet mop tile floors. Approximately 1,300 sq. ft.
 - 1000 sq. ft. tile (front conference room, locker room, office, rear restroom)
 - 300 sq. ft. linoleum (front office restroom, hallway, kitchen)
- Clean sinks, toilets and urinals. Fill toilet paper, towel and soap dispensers as needed.
 - Front Office Restroom: (1) sinks, (1) toilet, (1) toilet paper holders, (2) towel dispensers.
 - Men's Locker Room: (2) toilets, (2) urinals, (2) sinks, (2) toilet paper holders, (2) towel dispensers.
 - Rear Restroom: (1) toilets, (1) sink, (1) toilet paper holders, (1) towel dispenser, (1) shower
- Check for and remove cobwebs. All locations.
- Break Room:
 - Wipe outside of refrigerator, microwave and coffee pot machine.
 - Fill paper towel dispenser as needed.
 - Dust tables & cabinets.
- Dust desks, counter tops and file cabinets in offices and conference room.
****Clean only cleared spaces on desks, counter tops and file cabinets. Do not move or rearrange papers, books or personal items.**

B. MONTHLY

- Dust and clean walls and light fixtures.
- Dust all window blinds and sills. Clean glass – inside only.
- Wipe mopboards
- Burnish all linoleum floors

C. YEARLY – Service and scheduling will be requested by the Building Technician

- Strip and was or reseal linoleum and quarry tile with wax or sealer approved by the Building Technician
- Steam/Extraction clean all carpets

Professional Services Minimum Requirements

The following are minimum qualifications and licensing requirements that the Contractor must meet in order to be eligible to submit a bid. Responses must clearly show compliance to these minimum qualifications. The City reserves the right, but is not obligated, to obtain clarification from the Contractor if compliance to the minimum qualifications is not clear in the Contractor's response. The City without further consideration shall reject those that are not clearly responsive to these minimum requirements.

- Contractor shall have a minimum of three (3) years' experience in providing cleaning services in similar office and industrial facilities.
- Contractor shall have successfully performed at least two contracts of a similar scope with a public or private agency.

Non-Discrimination, Conflict of Interest and Residency Clauses

Non-Discrimination Clause: Pursuant to Neb Rev. Stat. § 73-102 (Reissue 1996), Vendor declares, promises, and warrants it has and will continue to comply fully with the Title VI of the Civil Rights Act of 1964, as amended, (42 U.S.C.A. § et seq.) and the Nebraska Fair Employment Practice Act, Neb Rev. Stat. §48-1101, et seq., (Reissue 1998), in that there shall be no discrimination against any employee which is employed in the performance of this contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

Conflict of Interest Clause: Pursuant to Neb Rev. Stat. §23-3113 (Reissue 1997), the parties hereto declare and affirm that no officer, member, or employee of the City, and no member of its governing body, and no other public official of the City who exercises any functions or responsibilities in the review or approval of the undertaking described in this contract, or the performing of services pursuant to this contract, shall participate in any decision relating to this contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the City, nor any member of its governing body, have any interest, direct or indirect, in this contract or the proceeds thereof.

Residency Verification: The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor 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 the State of 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.

If the Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

Licensing and Fees:

Contractor is responsible to be licensed in the State of Nebraska and City of La Vista. It is the responsibility of the contractor to pay for and maintain any licenses, fees, assessments, permits charges, etc. which are necessary for Contract performance.

Insurance Requirements:

The following insurance coverage shall be kept in force and shall be primary with respect to any insurance or self-insurance programs covering the City, supervisors, officials, agents, representatives, and employees.

Worker's Compensation and Employers Liability Insurance: The minimal acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation and \$500,000 each accident for Coverage B, Employers Liability.

Commercial General Liability Insurance: Coverage should include broad form coverage written on a commercial general liability form and written on an occurrence basis. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury, and property damage.

The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The products/completed operations limit shall not be less than \$2,000,000.

Automobile Liability Insurance: Coverage shall be against claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired, or non-owned automobile. The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident.

Certificate of Insurance: Contractor shall furnish the City with a certificate(s) of insurance evidencing the coverage required in this section. Such certificate(s) shall specifically state that the insurance company or companies underwriting the insurance coverage shall give the City at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the coverage. If the certificate(s) is shown to expire prior to completion of all the terms of this Agreement, Contractor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the City.

Insurance Company: All insurance coverage herein required of Contractor shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Upon request by the City, Contractor shall furnish evidence that the insurance company or companies being used by Contractor meet the minimum requirements listed in this section.

Subcontracting

Contractor may not subcontract the work to be performed, without prior written consent of the City. If such consent is granted, Contractor will retain responsibility for all work associated. Contractor must identify any subcontractors they intend to use in the execution of this contract.

Independent Contractor

Contractor shall at all times be an independent contractor and not an employee or agent of the City. Contractor, its offers, employees and agents shall at no time represent Contractor to be other than an independent contractor or represent themselves to be other than employees of Contractor.

Indemnity

Contractor shall indemnify and hold harmless the City, its offers, employees, and agents from all loss, claim, suits, or actions of every kind and character made upon or brought against the City, its officers, employees, agents, for or sustained by any party or parties as a result of any act, error, omission, or negligence of Contractor or its servants, agents, and subcontractors; and also from all claims of damage in fulfilling this contract.

Personnel

Supervisor: The Contractor shall assign a Customer Service Representative to coordinate with the City on work included in the contract. The Customer Service Representative shall be available, during the hours of 8:00 a.m. and 5:00 p.m., to handle and resolve all issues including, but not limited to, billing and reporting. The Contractor shall designate a "Night Supervisor" who shall represent the Contractor in matters pertaining to the contract between the hours of 6:00 p.m. and 7:00 a.m. Communications given to the Contractors Night Supervisor shall be as binding as if given to the Contractor.

After the Contract is awarded, the City will provide the successful Contractor with the names, phone numbers and email address of all department representatives. These individuals will serve as the daily contacts with the Contractor for any questions or problems.

Other Personnel: Contractor shall employ fully qualified, competent personnel, skilled in janitorial work. Contractor must provide a list of custodians and supervisory personnel that will be assigned to the City buildings. Personnel shall be consistent. The same personnel will clean the facility daily with 1-2 alternate personnel that will fill-in when needed. The City reserves the right to pre-approve all personnel being assigned to the City buildings.

Minors, including family members of Contractor and employees, shall not be on the City facilities during contract work hours and those under the age of 16 years are prohibited from any work under this contract.

Within ten (10) days after the award date, the Contractor shall furnish the Building Technician with a work schedule of the janitorial services to be provided at the six (6) facility locations in accordance with the scope of work specified in the Contract. Thereafter, if the Contractor desires to change the work schedule, the Contractor shall provide the Building Technician with a revised work schedule for coordination before the changes are put into effect.

Security and Confidentiality

All personnel will be required to have a background check, and successfully pass a controlled substance/drug test. The City will conduct the background check on all employees included on the list submitted by Contractor. All employees working in the Police Department facility must meet or exceed the Police Department security requirements. **A list of the primary employees and all substitutes for each facility must be provided and kept up to date. Any changes to the employee list must be made available prior to new employees entering facilities and the facility contact person must be notified ahead of time.** Cost of the substance/drug test shall be the responsibility of Contractor. **Contractor will ensure that all personnel wear uniforms and are clearly identified with the company name and an employee identification badge with picture.** Contractor personnel will have access with either a key and

security code or proximity card issued by the Building Technician. Copying of keys is prohibited. Any lost keys or proximity cards must be reported immediately upon discovery.

The Contractor shall ensure that all Contractor's personnel designated to work in the City facilities have the ability to perform their assigned duties in a reliable and trustworthy manner. The Contractor shall obtain personal Surety Bonds for each of the Contractor's employees assigned to perform work in the City office and shall provide written proof of such bonding within 10 days after award date.

All Contractor personnel designated to work in the City facilities shall have the ability to read and/or follow written and verbal instructions and must be able to speak and understand English sufficient to communicate with others when required in the performance of their job duties.

All Contractor personnel designated to work in the City facilities shall sign a release form to authorize background checks within ten (10) days after award date unless there are extenuating circumstances beyond the Contractor's control. If such circumstances occur, the City must be so advised in writing prior to the tenth (10th) day after award date and a new deadline approved by the City. The City will pay for the cost of the background checks during the term of the Agreement. The Contractor shall be responsible for all the costs of background checks for new or replacement personnel only if the City is unable to complete the background checks and has to contract the background checks through a third party. The City shall have sole authority in determining if Contractor personnel is qualified to provide services on City property.

Damage to Building

Building finishes that are soiled or damaged due to Contractor operations will be cleaned, repaired, restored, replaced, or otherwise returned to a condition not less than that existing prior to the damage at no cost to the City. Misuse, abuse, or repeated damage to the property due to negligence, carelessness, or willful act, shall be reason for default action.

Circumstances to be reported

Contractor or Contractor employees shall report any circumstances of needed repair of facility or of unusual soiling of an area which may affect the performance of the work or any delays or interference with the work caused by Contractor employees to the facility as soon as possible. Hazardous or unhealthful conditions shall be reported to the facility immediately upon discovery. Lost keys or proximity cards shall be reported immediately.

Lost and Found Property

It is the responsibility of Contractor to ensure that all articles of personal or facility property found by Contractor personnel while in the City facilities are turned in to the facility.

Quality Control, Inspections and Reports

Quality control shall be assured by on-site inspections and reports provided once a month by the Customer Service Representative and Building Technician. Specific requirements and responsibilities shall be as follows:

- a. The Customer Service Representative shall perform regular on-site inspections of the facilities. The Customer Service Representative shall make an appointment, if necessary, with the Building Technician to walk through the buildings to inspect the condition of the facility and note any problems or concerns the department may have regarding the janitorial services being provided. The Contractor shall submit a monthly report to the Building Technician detailing such quality control inspections. Contractor shall submit a copy of their quality control report for with their quote.

- b. The Building Technician may make unannounced inspections at any time during the Contractor's work hours, or during the City's normal work hours, to determine if the Contractor's services comply with the terms of the Contract. Any adverse findings as a result of such inspections shall be reported to the Contractor for corrections in accordance with the Contract.

Contractor is to keep current with effective industry practices and incorporate those practices into the services provided if appropriate.

Material Safety Data Sheets (MSDS) aka Safety Data Sheets (SDS) under the Global Hazard System (GHS) shall be maintained by the Contractor for all chemical materials and supplies to be brought on site, as required by Federal, State and local policies and regulations. The Contractor shall submit copies to the City Building Technician for all hazardous materials prior to bringing the materials onsite. The Contractor shall provide to the City Building Technician an inventory of all hazardous materials brought onto City property. No hazardous material shall be brought on site without prior approval by the City Building Technician.

The Contractor must ensure employees working on this contract have documented Hazmat and Blood-borne pathogen training.

Attachment A – Janitorial Proposal Package

Submission Requirements: Responses should be clearly marked so that there is no doubt in the reader's mind what section the Contractor is responding to. Proposals should be thorough and detailed as possible so that City may properly evaluate your capabilities to provide the required goods/services. Contractors are required to submit the following items as a complete proposal:

Section A- Minimum Qualifications: submit (Attachment B) detailing how you meet the minimum qualification

Section B – Price: The Contractor should complete and return the pricing offer (Attachment C)

Section C - Technical Proposal

Management Plan

The management plan should be limited to no more than 10 typewritten pages, including any charts, resumes, lists, and brochures.

The Management plan should include:

- a. An organizational chart identifying key personnel both on site and off site identifying all individuals considered key to the success of this contract, and outline their roles and responsibilities and levels of authority;
- b. Describe your management approach and how it supports accomplishing the work described herein. Describe your proposed organization sufficiently to enable the evaluators to understand the proposed structure, staffing, distribution of authority, and distribution of work functions;
- c. Describe your Customer Service philosophy explaining your proposed methods and techniques for assessing and measuring customer needs, wants, preferences and degree of satisfaction;
- d. Describe your method of corrective action. Discuss your company's procedures for detecting causes of nonconformance, implementing corrections and making procedural changes to prevent reoccurrence;
- e. Describe your approach for the smoothest possible transition from the current contract and achieving full contract capability on the first day of the contract. Show how you will ensure the necessary staffing, equipment, materials and management systems will be in place.

Technical

1. Provide a statement of work that describes the tasks and processes that will be performed, the methodologies and techniques that will be used, and the personnel and non-personnel resources that will be applied to achieve the overall contract objectives and the functional results specified in RFP. The statement of work will describe the work requirements proposed by the Contractor to

successfully meet the specified contract outcomes. State work task units and population and frequencies as appropriate to the work requirements;

2. Discuss the unique problems associated with City janitorial care and how the statement of work proposes to address them. Describe the performance metrics and the quality standards that will determine successful accomplishment of the work tasks, e.g., response times for emergencies, supply outages, etc.; and
3. For any non-recurring work, the proposal shall clearly state the hourly rate for such services.

References

Provide a list of no more than three (3) relevant active contract references with the following information:

- company name;
- contact name;
- phone number; and
- e-mail address.

Your company must have contracted with them for a minimum of 12 months or completed contracted work within the last three (3) years. Relevant contracts are defined as contracts for custodial services of the similar size and scope contemplated herein.

ATTACHMENT B - MINIMUM QUALIFICATIONS

Please check the applicable box to signify compliance or non-compliance to each minimum qualification. If you do comply, describe exactly how you achieve each minimum qualification. The determination that you have achieved all the minimum qualifications is made from this document or a document with the same information.

Item #	Minimum Qualification	Complies	Does Not Comply	If you comply, describe how you meet the minimum qualification and attach necessary documentation.
1	Contractor shall have a minimum of three (3) years' experience in providing cleaning services in similar office and industrial facilities			
2	Contractor shall have successfully performed at least two contracts of a similar scope with a public or private agency.			

Attachment C: Bid Sheet
City of La Vista
Title: Janitorial Services

Location	Frequency	Monthly Rate	Est. Man Hours Per Day
Group 1			
City Hall 8116 Park View Blvd. La Vista, NE 68128	Daily, Monday through Friday, between 5:00 p.m. and 6:00 a.m.		
Community Center 8116 Park View Blvd. La Vista, NE 68128	Daily, 7-days 10:00 p.m. through 6:00 a.m. May 1 st to Labor Day no Sunday's 6-days.		
Annex & Community Development Building 8110 Park View Blvd. La Vista, NE 68128	Daily, Monday through Friday, Annex two days as needed, between 5:00 p.m. and 6:00 a.m.		
Group 2			
Police Department 7701 S. 96 th Street La Vista, NE 68128	Daily, Monday through Friday, special weekend service, between 3:00 p.m. and 6:00 p.m.		
Group 3			
Public Works Facility 9900 Portal Road La Vista, NE 68128	Daily, Tuesday and Friday only, between 5:00 p.m. and 6:00 a.m.		
Parks Facility 9810 Hupp Drive La Vista, NE 68128	Daily, Tuesday and Friday only, between 5:00 p.m. and 6:00 a.m.		

Alternate Bid Items (service when requested)		
Service	Total Square Footage	Price per square foot
Steam/Extraction Carpet Cleaning	26,180 Square Feet	
Strip and Wax or Reseal Linoleum and Quarry Tile	21,000 Square Feet	

1. The bid prices shall include and cover all duties, handling and transportation charges and all charges incidental to the requested work excluding Sales Tax or Use Tax. Contractor shall agree to all City Contract Terms and Conditions without exception.
2. If you make an error in typing your prices or any corrections to your Offer Submittal, you may mark it in ink and initial the correction. If it is not marked in ink and or it is not initialed, the Buyer may reject your bid. Do not use whiteout.
3. Any future contract price changes shall be in accordance with this RFP.

By submitting this proposal, the Contractor acknowledges he/she has read and understands the entire Request for Proposal (RFP) and agrees to comply with its terms and conditions. The Contractor also agrees to fulfill the offer made in their Bid through any subsequently awarded Contract.

Non-collusion: The undersigned declares under penalty of perjury that the bid/proposal submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person or firm not therein named. That the bidder/Contractor has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding. Lastly, that said bidder/Contractor has not in any manner sought by collusion to secure to the bidder an advantage over any other bidder or bidders.

Mailing Address, City, State, Zip Code _____

Telephone Number _____ Fax Number _____

Email Address_____

Nebraska State Contractor's License No. _____ Date of Issue _____

Expiration Date _____ DUNNS Number _____

Unified Business Identifier (UBI) No. _____ Federal Tax Id No. _____

Full Legal Name of Company: _____

Signed By: _____

Printed Name: _____ Date: _____