

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 1, 2022 AGENDA**

| Subject: | Type: | Submitted By: |
|--|---|---|
| PROFESSIONAL SERVICES AGREEMENT – RDG PLANNING & DESIGN LAND USE STUDY/MARKET ANALYSIS | ◆ RESOLUTION ORDINANCE RECEIVE/FILE | BRUCE FOUNTAIN, AICP COMMUNITY DEVELOPMENT DIRECTOR |

SYNOPSIS

A resolution has been prepared to approve an agreement with RDG Planning and Design to provide a Land Use Plan Update and Market Analysis in an amount not to exceed \$40,000.

FISCAL IMPACT

The FY21/FY22 Biennial Budget provides funding for this project.

RECOMMENDATION

Approval.

BACKGROUND

On November 16, 2021, the City Council approved Resolution No. 21-133 authorizing the advertisement of a request for proposals for the preparation of a Land Use Plan and Market Analysis. The advertisement was published and mailed to various consulting firms on November 22, 2021 and proposals were due by December 17, 2021. The City received three proposals ranging in price from \$40,000 to \$96,558. Of those, two firms were selected as a short list and were interviewed by a 4-person internal review committee on January 11, 2022.

The committee has recommended the selection of the firm RDG Planning-Design from Omaha in partnership with Gruen Gruen & Associates who will provide market analysis expertise. On February 1, 2022, the City Council approved this selection and authorized the City Administrator to negotiate a contract in an amount not to exceed \$40,000. The contract and scope have been finalized and the attached resolution authorizes the Mayor to sign it on behalf of the City.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING AN AGREEMENT WITH RDG PLANNING AND DESIGN OF OMAHA, NEBRASKA TO PROVIDE A LAND USE PLAN AND MARKET ANALYSIS IN AN AMOUNT NOT TO EXCEED \$40,000.

WHEREAS, the Mayor and City Council of the City of La Vista have determined that the contracting of a consultant for the preparation of a new Land Use Plan and Market Analysis is necessary; and

WHEREAS, on February 1, 2022 the City Council of the City of La Vista approved the selection of RDG Planning and Design and the negotiation of a contract for the preparation of a new Land Use Plan and Market Analysis subject to any modifications the City Administrator or her designee determined necessary to provide a Land Use Plan and Market Analysis; and

WHEREAS, a detailed scope of work and terms of an agreement for such Land Use Plan and Market Analysis has been determined; and

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

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator 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 do hereby approve an agreement with RDG Planning and Design of Omaha, Nebraska to provide a Land Use Plan and Market Analysis in an amount not to exceed \$40,000.

PASSED AND APPROVED THIS 1ST DAY OF MARCH 2022.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, MMC
City Clerk

Attachment A: Scope of Services

Our approach can be broken down into three core elements:

- **Where are we now?**
- **Where do we want to go?**
- **How do we get there?**

TASK 1: PROJECT MANAGEMENT

Project kick-off meeting and tour. A kick-off meeting will be held involving the RDG team and city staff. The purpose of this meeting is to discuss the project scope and schedule, clarify expectations, and answer any questions that arise. The RDG team would like to tour the city with city staff to hear directly about projects, potential areas of focus, and important issues at the onset of the planning process. Depending on COVID levels this can be done as a virtual tour.

City Staff Resource Committee. RDG will meet monthly with the City Staff Resource Committee to review progress, findings, and recommendations.

Project management meetings. The RDG team will schedule regular meetings with the city's project manager and others from the city as necessary. These meetings help ensure the team stays on track with the scope, schedule, and budget. The meetings will allow the team to plan upcoming events, ensure data collection, and review output from meetings and content development. These meetings will occur biweekly by telephone or video-conference.

RDG will prepare content for website posts and newsletter material.

TASK 2: DISCOVERY

FOUNDATIONAL DOCUMENT REVIEW

We will review current Comprehensive Plan sections, special area plans, PUDs, previous hospitality and sales tax studies, and all metro transportation plans that impact to La Vista.

MARKET ASSESSMENT

Building on the document review, RDG and GG+A will review and analyze available data relevant to the city, including:

- Rents and occupancy rates for retail, office, industrial, and residential space by location within the city
- Employment trends and forecasts and business establishment data by economic sector within the region
- Existing and potential business sectors
- Income characteristics
- Housing activity and potential demand
- Housing affordability

Attachment A: Scope of Services

STAKEHOLDER DISCUSSIONS

We recommend one- on one- interviews with knowledgeable individuals from a wide variety of sectors

- **Developers, brokers, property owners, businesses and economic development and planning professionals to:** (a) identify the land use, development, and tenaning trends for the city, (b) assess the relative strengths and weaknesses; and (c) identify the scale, type, and sources of potential demand opportunities for retail, office, industrial, and housing land uses.
- **City representatives, members of the business community, property owners, developers, and real estate brokers to identify:** (a) relevant trade areas, (b) locations and characteristics of competing supply options, (c) existing inventory and proposed or planned additions to supply, (d) the make-up, geographic origin, and motivations of existing space users,(e) data and insights on comparative advantages and disadvantages for retail, office, industrial, and residential uses in the city, and (f) the kinds of land uses or real estate product types and features likely to appeal to or penetrate into the identified demands.
- **Residential developers, leasing and sales agents to identify:** (a) occupancy levels, (b) rents or sales prices, (c) character and location of existing or pending supply of housing units within the market area, (d) demographic make-up and geographic origins of likely renters and buyers, (e) overall sense of the advantages and disadvantages of the city for different housing types

In addition to the stakeholder interviews RDG and GG+A will prepare an online survey to capture input from additional stakeholders.

EXISTING PHYSICAL CONDITIONS

Natural Resources & Environmental Constraints

Just as the plan must be based on market reality, the plan must also recognize the environmental constraints and assets of natural resources. We will fill in any gaps needed with a resource opportunity and constraint map to include:

- Topography/Slopes
- Waterbody and Stream Corridor Inventory
- Wetlands Inventory
- Drainage System and Structures
- Flooding Boundaries
- Flood Problem Areas
- National Register listed or eligible sites and properties

Land Use Inventory & Urban Design

Based on an inventory of redevelopment sites and land use data the city already has available, we will assemble this information into a format that fits within the layout of the final document.



Attachment A: Scope of Services

Transportation

The metro area transportation plan will be reviewed along with the most recent traffic counts. As leading experts in multi-modal transportation we can expand on this aspect if desired by the city.

Public Facilities & Infrastructure

Community services and infrastructure both form and adapt to land use directions and policy. We will interview facility managers to identify priorities and confirm any current analysis.

OPPORTUNITIES & ISSUES

Using the data collected in the above tasks, RDG will assemble an opportunity map for review by the Resource Committee.

CITY SUPPORT

- Bi-weekly project management meetings with the RDG team
- Coordination of meeting locations
- Any required public notices
- Assistance in collecting any city or county held data and existing studies

Task 3: Future Market Conditions

ESTIMATE POTENTIAL DEMAND FOR COMMERCIAL SPACE

We will prepare estimates of potential current and future demand or expenditure potential for commercial space within the city based on analysis of the demography and income make-up and expenditure patterns of households, within the identified market area defined as the result of the task outlined above. We will estimate the square feet of retail space the identified current and forecast demand can support, given research-based assumptions of average sales per square foot of retail space.

SUPPLY AND DEMAND ASSESSMENT

We will estimate the relationship between estimated existing and forecast supply and demand conditions in order to: (a) describe the relative intensity of competition for consumer expenditures, (b) assess whether potential unmet retail demand exists, and (c) to reach judgments on the nature and extent of near-term and longer-term opportunities for development of retail space and attraction of additional retailers and restaurants in the City.

DEMAND FOR OFFICE

These forecasts will focus on the kinds of industrial and business sectors likely to be attracted to or expand within the market area. This analysis will help structure our field research and interviews so as to contact the best sources and get the most useful type of practicable information about potential demands for office and industrial space uses and the advantages of the market area for such uses.



Attachment A: Scope of Services

To assess the competition for forecast sources of demand, we will identify and analyze the existing and potential competing supply locations or projects. In addition to field inspections, we will contact real estate brokers and developers active in the region to identify major projects and to obtain data and insights on the advantages and disadvantages of potential locations for industrial or office uses compared to the competing supply options. These interviews will also be directed to obtaining information on obtainable rents, vacancy rates and land use trends and market dynamics.

Demand for office space in particular correlates to employment growth. Based on the employment forecast for the relevant market, we may use GG+A's Spacewalk™ model to derive estimates of demand for office space and industrial space. This analysis will be synthesized with the results of the interviews to reach judgments about the scale and type of office and industrial demand likely obtainable in LaVista. The estimates of office and building space demand will be converted into estimates of required land for office and industrial uses.

RESIDENTIAL DEMAND

We will analyze population and household formation and other key demographic indicators, such as the presence and absence of children and age-related factors to estimate the potential demand for housing in La Vista. Demand projections will be broken down by owner/renter but also price points based on existing income levels.

LAND USE DEMAND REPORT

The principal outputs of the market analysis will include a synthesis of the market and economic research and forecast demand for retail, office, industrial, and residential uses in the city. We will synthesize the results of the interviews, field work, and secondary analysis to reach judgments about and prepare a report that summarizes:

- The types of retail, office, industrial, and residential land uses for which market demands exist and the geographic areas from which consumers and users can be drawn and the competing locations for such demand targets
- The relative advantages and disadvantages that city may already offer or could cultivate to attract the identified demands and recommendations on marketing the strengths or locational advantages to attract and retain beneficial development that meets the goals and objective of the comprehensive plan
- The potential demand for retail, office, and industrial building space and associated land requirements and number of housing units over time
- Locations or subareas in which demands or development could be captured and distributed

CITY SUPPORT

- Reviewing prepared material within 30 days of receipt

Attachment A: Scope of Services

Task 4: Land Use Plan

Using the data and input collected in Tasks 2 and 3 and the values identified in the Comprehensive Plan, we will work with the Resource Committee to review and validate the guiding principles. This process will include:

Using the market assessment, existing Future Land Use Plan, and guiding principles a more detailed land use plan with site specific concepts will be developed. This will be done in a collaborative manner including:

- **Resource Committee Workshop.** We will hold a workshop with the resource committee to confirm:
 - » Development and redevelopment areas
 - » Changes in direction from the existing Future Land Use Plan
 - » Areas for more detailed plan concepts

The final Future Land Use Plan will indicate both the city-wide plan and the site specific concept for the deployment of residential, commercial, additional industrial/employment uses, and mixed-use space. This will include connectivity for undeveloped and redevelopment areas.

In addition to the future land use plan, more detailed guiding concepts may be developed for two specific sites. If these concepts are necessary the sites will be identified through the planning process.

Decision Making Framework

The final land use maps will be accompanied by a Decision-Making Framework that identifies each land use and outlines the uses, form, and compatibility of use in each area. This is an essential tool for staff, planning commission, and city council in the day-to-day decision making process.

CITY SUPPORT

- Coordination of meeting locations
- Any required public notices
- Reviewing draft sections
- Assistance with facilitating workshop events

TASK 5: Final Plan & Presentation

REGULATORY REVIEW

Traditionally, we review current building codes and zoning and subdivision ordinances and identify segments that are inconsistent with the development principles of the land use plan. .

- **Regulations Memorandum.** A memo will be prepared which outlines our review of the development regulations and any recommended revisions. Model language may also be included that staff can use or tailor to La Vista. This memo has been instrumental in informing past clients if their code needs minor adjustments or substantial changes.



Attachment A: Scope of Services

PRESENTATIONS

We will work in partnership with staff to develop presentation material for the council and planning commission. Intermediate presentations to these bodies may be conducted by RDG depending on timing, while the presentation of the final plans should be a joint presentation of RDG and staff.

- **City Council & Planning Commission Briefings.** We will present the final land use plan to the Planning Commission and City Council in individual briefings or workshops. This will be an opportunity for both decision making bodies to ask detailed questions and work through potential scenarios ahead

PUBLICATION

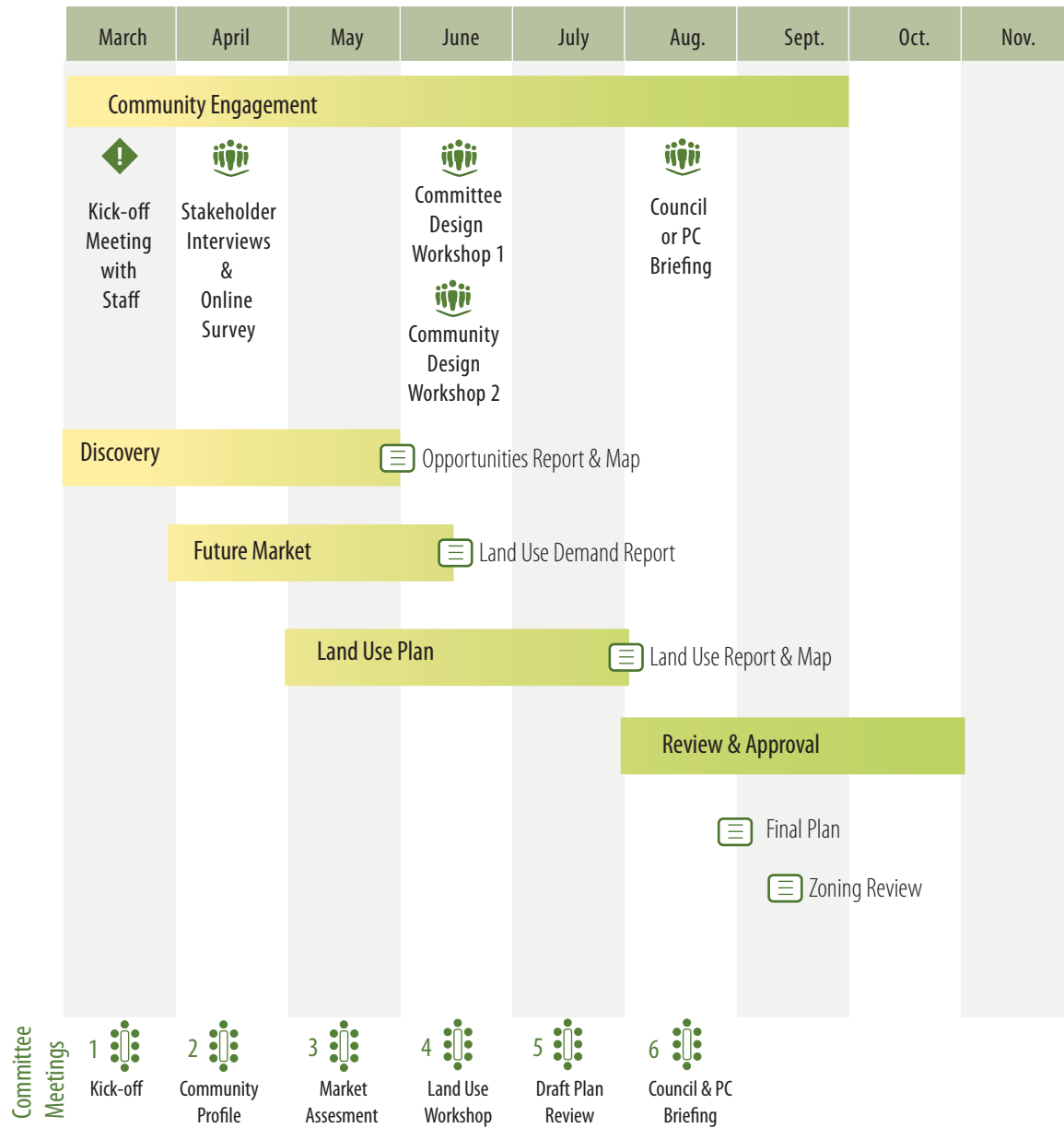
We believe a plan must be attractive and user-friendly to be implemented to its full potential. The plan document will be user-friendly and graphic-focused with maps, graphs, photos, and renderings used to illustrate main points.

CITY SUPPORT

- Reviewing draft section within 30 days of receipt
- Collecting and reviewing draft comments from Resource Committee members
- Review and confirm any revisions following the Open House
- Prepare and distribute any required public notices



Attachment A: Schedule



Attachment B: Hourly Rate Schedule

| | Haase | Shukert | Cowell | Niedermeyer | McLaughlin | Gruen/Jeans | Ratchford | TOTALS |
|-----------------------------------|------------|------------|------------|-------------|------------|-------------|------------|-----------------|
| Hourly Rates | 230 | 250 | 115 | 130 | 95 | 275 | 175 | |
| Task 1: Project Management | 12 | | | | 8 | | | 20 |
| Task 1: Fee Estimate | \$2,760 | | | | \$760 | | | \$3,520 |
| Task 2: Discovery | 14 | | | | 20 | 22 | 44 | 100 |
| Task 2: Fee Estimate | \$3,220 | | | | \$1,900 | \$5,913 | \$7,700 | \$18,733 |
| Task 3: Future Market Conditions | 7 | | | | 8 | 14 | 22 | 51 |
| Task 3: Fee Estimate | \$1,610 | | | | \$760 | \$3,850 | \$3,850 | \$10,070 |
| Task 4: Land Use Plan | 7 | 8 | | 8 | 12 | | | 35 |
| Task 4: Fee Estimate | \$1,610 | \$2,000 | \$- | \$1,040 | \$1,140 | | | \$5,790 |
| Task 5: Final Plan & Presentation | 2 | | 10 | | 4 | | | 15.5 |
| Task 5: Fee Estimate | \$460 | | \$1,093 | | \$380 | | | \$1,933 |
| TOTAL | | | | | | | | \$40,045 |

**AGREEMENT FOR CONSULTING SERVICES BETWEEN
CITY OF LA VISTA, NE AND RDG PLANNING & DESIGN, INC.**

This Agreement is entered into this _____ day of _____, 2022, by and between the City of La Vista, NE hereinafter referred to as the "CITY" and RDG Planning & Design, Inc. 1302 Howard Street, Omaha, Nebraska 68102, hereinafter referred to as the "Consultant."

WHEREAS, the City has identified the need to prepare a land use and market analyses as a major city priority; and

WHEREAS, the City is committed to a planning process that provides public and business involvement in the development of the plan; and

WHEREAS, the Consultant has indicated a willingness to provide professional planning services to the City in the preparation of this plan.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

Section One. Scope of Services

The Consultant agrees to provide in a complete and professional manner the work elements set forth in Attachment A: Scope of Services & Schedule, attached hereto and incorporated into this Agreement. The Consultant will subcontract portions of this scope to Gruen Gruen + Associates.

Section Two. Additional Services

2.1. If, during the progress or upon completion of the work outlined in the Scope of Services in this Agreement, it is desirable or necessary to cause the Consultant to perform additional services other than those outlined in the Scope of Services, an hourly schedule and reimbursable expense schedule may apply, or a fee may be negotiated.

2.2. Additional tasks may be added to this agreement by written amendment(s) at such time City is prepared to proceed with each Task.

Section Three. Time of Performance

The time period for completion of the project is seven (7) months after issuance of a Notice to Proceed, as indicated on Attachment A: Scope of Services and Schedule. The projected time period does not include final approval process or delays caused by City or factors outside the Consultant's control.

Section Four. Responsibilities of City

4.1. Access to Work. The City shall make efforts to arrange access to and make provisions for the Consultant to enter upon public and private lands as required for the Consultant to perform such work as inventories, field surveys, and inspections in the development of the plan.

4.2. Records, Files, and Previous Planning Efforts. The City shall make records and files relevant to the plan available to the Consultant as needed and furnish all reasonable assistance in the use of such records and files. In addition, the City shall make previous City reports and market studies available to the Consultant, along with any other City studies and work that provide information pertinent to the completion of the plan.

4.3. Mapping. The City will assist in gathering available electronic maps in a form usable by the Consultant, including recent plats.

4.4. Consideration of Consultant's Work. The City shall give thorough consideration to all reports, drawings, and other documents presented for review by the Consultant and shall inform the Consultant of all decisions and comments within 30 days to avoid undue delays.

4.5. Meetings. The City shall provide logistical support for all meetings, including arranging for meeting places and notification of participants and citizens. The City shall further hold all required public hearings, serve all required notices, and fulfill all legal requirements associated with the project. The Consultant agrees to attend meetings as identified on Attachment A: Scope of Services and Schedule.

4.6. The City Representative. The City's representative, Bruce Fountain, Community Development Director, or such other person as designated by the City, shall be responsible for the city's portion of the project management.

Section Five. Compensation and Method of Payment

5.1. Total compensation pursuant to the services specified in this Agreement, except as provided in Section 2.1, shall be in the sum of \$40,000.

5.2. Payment for services shall be made monthly based on hours performed each month Hourly rate schedule will be based on Attachment B.

5.3. All traveling and printing/duplication cost are included in the above fee. The Consultant will provide digital copies of committee presentations, draft plan chapters, final plan report, and any other data, reports, maps, documentation, or information specified in Attachment A that is non-proprietary. One hard copy of the final plan will be provided.

Section Six. Ownership of Materials

6.1. The City shall control all media releases or other publicity related to the completion of this project.

6.2. No report, map, or other document produced in whole or part under this agreement shall be the subject of a copyright application by the Consultants.

6.3. In addition to the one hard copy of the final plan referenced in Section 5.3., the Consultant agrees to provide the City with a digital copy of the document, including maps, and agrees that the City may make additional copies of the document or maps as needed. This plan and all end products of this plan belong to the City of La Vista, to be used at their discretion.

Section Seven. Assignment

The Consultant agrees that they are prohibited from assigning an interest in this agreement or delegating the performance of any of its duties hereunder without the written consent of the City.

Section Eight. Entire Agreement; Amendments

This Agreement, including Attachments A and B of which are incorporated into this Agreement by reference, shall constitute the complete and integrated agreement and understanding of the parties. In the event of any ambiguity, inconsistency or conflict of, between, or among any terms or conditions of this Agreement regarding Contractor performance, the interpretation, term, or condition that provides the better quality, greater quantity, or higher level of performance shall control. Either party to this Agreement may request an amendment or modification. Such amendment will not take effect unless incorporated into this Agreement by written amendment executed by both parties.

Section Nine. Nondiscrimination

In the execution of this Agreement, the Consultant shall comply with fair labor standards and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, marital status, or receipt of public assistance with respect to the employee's or applicant's hire, tenure, terms, conditions, or privileges of employment.

Section Ten. Residency Verification.

Pursuant to Neb. Rev. Stat. § 4-114 et seq., Consultant shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska, and will require written agreement to this paragraph of each subcontractor physically performing services under this Agreement within Nebraska.

Section Eleven. Termination

This agreement may be terminated by either party upon ten (10) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of such termination, by Consultant, solely due to the fault of the City, Consultant shall be paid for services and expenses actually performed and incurred in accordance with this Agreement to the date of such termination.

The City may terminate this Agreement for the City's convenience and without cause upon giving the Consultant not less than ten (10) days written notice. Upon termination for convenience, the City shall pay Consultant its fees earned to the date of the notice of termination.

Upon termination and payment of any required fees pursuant to this Section 10, Consultant shall deliver to City deliverables under this Agreement in whatever stage of completion then existing.

Section Twelve. Independent Contractor

In relationship to the City of La Vista, the status of the Consultant under and by virtue of this Agreement is that of independent contractor.

City of La Vista, NE

By:

Douglas Kindig, Mayor

RDG Planning & Design, Inc.

By:

Amy A. Haase, Principal