

LA VISTA CITY COUNCIL MEETING AGENDA

August 3, 2021

At 6:30 p.m. or promptly thereafter following adjournment of the special meeting
 Harold “Andy” Anderson Council Chamber
 La Vista City Hall
 8116 Park View Blvd

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

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

A. CONSENT AGENDA

1. Approval of the Agenda as Presented
2. Approval of the Minutes of the July 20, 2021 City Council Meeting
3. Request for Payment – RDG Planning & Design – Professional Services – Placemaking & LA Services – \$2,496.50
4. Resolution – Approve Purchase – Ice Control Salt
5. Approve Manager Application – Class I Liquor License – Casey’s Retail Company – Krystal Marie Carter
6. Approve Manager Application – Class I Liquor License – Bucky’s LLC – Krystal Marie Carter
7. Request for Payment – Thompson, Dreessen & Dorner, Inc. – Professional Services – Central Park Improvements – \$1,745.00
8. Request for Payment – Thompson, Dreessen & Dorner, Inc. – Professional Services – Miscellaneous Services – \$5,125.00
9. Request for Payment – Olsson, Inc – Professional Services – Chili’s Demolition – \$4,586.50
10. Request for Payment – DLR Group – Professional Services – La Vista City Center Parking Structure 2 – \$10,393.00
11. Request for Payment – Alfred Benesch & Company – Professional Services – 84th & 96th St Panel Replacement – \$15,329.40
12. Request for Payment – Alfred Benesch & Company – Professional Services – 96th & 108th St Pavement Rehabilitation – \$32,624.38
- ** 13. Request for Payment – Swain Construction – Construction Services – 96th & 108th Street Pavement Reconstruction & Rehabilitation – \$519,227.42
14. Approval of Claims

- Reports from City Administrator and Department Heads
- Second Quarter Report – Sarpy County Economic Development Corporation
- B. Rotella’s Italian Bakery Blight & Substandard Declaration
 1. Public Hearing
 2. Resolution – Declare area as substandard and blighted
- C. Conditional Use Permit Amendment – Lot 4 Southport East Replat Six
 1. Public Hearing
 2. Resolution – Amend Conditional Use Permit
- D. Resolution – Approval of Addition to Area of Liquor License – Beyond Golf LLC dba Beyond Golf
- E. Fiscal Years 21 & 22 Biennial Budget
 1. Appropriations Ordinance – Amend FY 21/22 Biennial Budget - First Reading
- F. Land Acquisition – 120th Street and Old Giles Road (1.41 Acres)
 1. Public Hearing
 2. Resolution – Authorize Land Acquisition
- G. Resolution – Award Contract – Janitorial Services – Municipal Facilities
- H. Resolution – Approval of Memorandum of Understanding Sarpy County Force Investigation Team
- I. Executive Session – Personnel

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

****Amended August 2, 2021 4:30PM**

Complete Packet (PDF)

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

MINUTE RECORD

A-2

No. 729 — REDFIELD & COMPANY, INC. OMAHA E131055BLD

LA VISTA CITY COUNCIL MEETING July 20, 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 July 20, 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, City Clerk Buethe, Director of Public Works Soucie, Director of Administrative Services Pokorny, Library Director Barcal, Recreation Director Stopak, City Engineer Dowse, Community Development Director Fountain, Finance Director Miserez, Human Resources Director Trail.

A notice of the meeting was given in advance thereof by publication in the Times on July 7, 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.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE JULY 6, 2021 CITY COUNCIL MEETING
3. MONTHLY FINANCIAL REPORT – MAY 2021
4. REQUEST FOR PAYMENT – HDR ENGINEERING – PROFESSIONAL SERVICES – \$1,111.36
5. REQUEST FOR PAYMENT – DESIGN WORKSHOP, INC – PROFESSIONAL SERVICES – LA VISTA WAYFINDING - \$8,055.00
6. REQUEST FOR PAYMENT – TR CONSTRUCTION – PROFESSIONAL SERVICES – PARK VIEW BLVD PANEL REPLACEMENT - \$89,853.32
7. APPROVAL OF CLAIMS

ACCO UNLIMITED CORP, supplies	587.50
ACTION BATTERIES, maint.	393.26
ACTIVE NETWORK LLC, services	458.22
AKRS EQUIPMENT SOLUTIONS INC, supplies	445.11
ALFRED BENESCH & CO, services	28,243.32
AMAZON, supplies	2,543.98
A-RELIEF, services	1,719.00
ATLAS AWNING CO INC, services	125.00
BAUER BUILT INC, maint.	191.44
BIBLIOTHECA LLC, media	1.69
BLACK HILLS ENERGY, utilities	1,425.53
BOBCAT OF OMAHA, maint.	666.75
BOK FINANCIAL, services	815,674.04
CCAP AUTO LEASE LTD, services	449.00
CENTER POINT INC, books	364.32
CENTURY LINK/LUMEN, phones	149.08
CINTAS CORP, services	286.29
CIVIC NEBRASKA, services	1,450.00
COMP CHOICE INC, services	307.50
CONRECO INC, services	180.00
CONTROL MASTERS INC, blg&grnds	1,075.70
CORNHUSKER INTL TRUCKS INC, maint.	377.08
COX COMMUNICATIONS INC, services	137.03
CROUCH RECREATION, services	1,880.00
CULLIGAN OF OMAHA, services	28.50
D & K PRODUCTS, supplies	2,085.40

MINUTE RECORD

July 20, 2021

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DELL MARKETING LP, services	36,532.55
DIAMOND VOGEL PAINTS, supplies	614.36
DLR GROUP, services	2,194.96
DOUGLAS CTY SHERIFF'S OFC, services	287.50
EDGEWEAR SCREEN PRINTING, apparel	500.69
ESSENTIAL SCREENS, services	76.00
FAC PRINT & PROMO CO, supplies	85.00
FIKES COMMERCIAL LLC, supplies	60.00
FIRST STATE BANK, services	12,205.78
FLEETPRIDE, maint.	114.00
FOCUS PRINTING, supplies	253.60
FOSTER, TERRY, refund	635.50
GENUINE PARTS CO, maint.	722.20
HARM'S CONCRETE INC, services	330.00
HOIT, CHRISTINE M, services	134.00
HY-VEE INC, supplies	107.00
INGRAM LIBRARY SERVICES, books	225.20
INTERNATIONAL CODE COUNCIL, services	928.51
JOHNSON, ALLEN L., services	104.00
K ELECTRIC, services	977.81
KANOPY INC, services	119.00
KIESLER POLICE SUPPLY, services	1,201.70
KIMBALL MIDWEST, supplies	205.49
KRIHA FLUID POWER, maint.	6.28
LV COMM FOUNDATION, payroll	90.00
LARSEN SUPPLY CO, supplies	52.68
LIBRARY IDEAS LLC, books	41.95
LOVELAND GRASS PAD, supplies	475.44
MENARDS-RALSTON, bld&grnds	497.49
METRO AREA TRANSIT, services	811.00
MID-AMERICAN BENEFITS INC, services	4,689.35
MID-IOWA SOLID WASTE EQUIP CO, maint.	926.05
MIDWEST TAPE, media	57.38
MIDWEST TURF & IRRIGATION, maint.	146.16
MNJ TECHNOLOGIES DIRECT INC, services	689.00
MOTOROLA SOLUTIONS INC, services	228.20
NEBRASKA STATE PATROL, services	2,202.00
NORTH AMERICAN RESCUE , supplies	58.98
OCLC INC, media	164.44
OFFICE DEPOT INC, supplies	861.73
OFFUTT YOUTH CENTER, services	2,140.00
OLSSON INC, services	1,895.75
OMAHA COMPOUND CO, supplies	218.04
OMNI ENGINEERING, services	496.13
ONE CALL CONCEPTS INC, services	366.88
O'REILLY AUTO PARTS, maint.	1,131.71
PAPILLION SANITATION, services	1,601.37
PAPIO-MISSOURI RIVER NRD, services	10,750.00
PASTOR C PANTALEON JR, services	125.00
PAY-LESS OFFICE PRODUCTS, supplies	209.32
PAYROLL MAXX, payroll & taxes	379,260.87
PEPSI COLA CO, supplies	851.97
PER MAR SECURITY, services	117.72
PITNEY BOWES, services	429.99
RAKA, NMC GROUP INC, maint.	36.48
RDG PLANNING & DESIGN, services	1,248.24
REDFIELD & CO, supplies	1,098.92
SECURITY EQUIPMENT INC, bld&grnds.	299.00
SOUTHERN UNIFORM & EQUIP, apparel	254.00
SUBURBAN NEWSPAPERS INC, services	160.99

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SUN COUNTRY DISTRIBUTING, supplies	12.36
SWAIN CONSTRUCTION INC, services	962,948.99
SWANK MOTION PICTURES INC, services	715.00
THE COSGRAVE CO, supplies	27.00
THE LIFE GUARD STORE, supplies	68.50
THE SCHEMMER ASSOCIATES INC, services	3,615.00
THE WALDINGER CORP, bld&grnds	2,214.25
THEATRICAL MEDIA, services	432.54
THOMPSON DREESSEN & DORNER INC, services	6,900.00
TORNADO WASH LLC, maint.	182.00
TRANS UNION RISK, services	75.00
TURFWERKS, maint.	94.30
U.S. CELLULAR, phones	1,822.27
U.S. CELLULAR-SUBPOENA COMPLIANCE, services	200.00
ULINE INC, supplies	111.32
UNITE PRIVATE NETWORKS LLC, services	4,400.00
UNITED PARCEL, services	74.79
US POSTAL, services	1,373.50
USIQ INC, supplies	243.20
VERIZON CONNECT NWF, phones	631.41
VERIZON WIRELESS, phones	320.90
WALMART, supplies	2,780.74
WATKINS CONCRETE BLOCK, services	22.00
WINCAN LLC, services	3,795.00

Councilmember Thomas made a motion to approve the consent agenda. Seconded by Councilmember Sell. Councilmember Hale 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

Recreation Director Stopak reported on programs through the Recreation Department.

Chief of Police Lausten reported that National Night out will be October 5, 2021. He also reported on the Youth Police Academy being held this week. Lausten provided an update on the missing child case.

Director of Public Works Soucie reported on curbside pickup that ended this afternoon and gave kudos to the La Vista residents for stepping up and taking care of their debris clean-up.

City Engineer Dowse reported on the 114th and Giles signal project, Park View Blvd panel replacement project and the panel replacement 96th Street panel replacement project from Portal Road to Giles Road.

B. RESOLUTION – AUTHORIZE PURCHASE – COMPUTER EQUIPMENT

Councilmember Thomas introduced and moved for the adoption of Resolution No. 21-082 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF A BACKUP SERVER FOR CITY HALL FROM DELL TECHNOLOGIES IN AN AMOUNT NOT TO EXCEED \$9,927.33.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a Backup Server for City Hall is necessary; and

WHEREAS, the FY21/22 Biennial Budget provides funding for the proposed purchase; and

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

MINUTE RECORD

July 20, 2021

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of a Backup Server for City Hall from Dell Technologies in an amount not to exceed \$9,927.33.

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

Councilmember Crawford motioned to move Comments from the Floor up on the agenda ahead of item C. Executive Session. Seconded by Councilmember Frederick. 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.

EXECUTIVE SESSION – CONTRACT NEGOTIATIONS

At 6:18 p.m. Councilmember Crawford made a motion to go into executive session for protection of the public interest for negotiating guidance regarding contract negotiations. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 6:33 p.m. the Council came out of executive session. Councilmember Crawford made a motion to reconvene in open and public session. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Motion carried.

COMMENTS FROM MAYOR AND COUNCIL

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

PASSED AND APPROVED THIS 3RD DAY OF AUGUST 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Bueth, CMC
City Clerk



June 30, 2021

Project No: R3003.066.00

Invoice No: 48761

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 June 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	40.00	4,993.00	2,496.50	2,496.50
Total Fee	249,650.00		242,160.50	239,664.00	2,496.50
Total Fee					2,496.50
Total this Invoice					\$2,496.50

Outstanding Invoices

Number	Date	Balance
48683	5/31/2021	1,248.24
Total		1,248.24

PO Number: 20-008351

R. Ramirez
 7-19-21

RDG Planning & Design
 301 Grand Avenue
 Des Moines, Iowa 50309

Tel 515.288.3141
 Fax 515.288.3631

www.rdgusa.com

RDG, IA Inc.



**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 3, 2021 AGENDA**

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

SYNOPSIS

A resolution has been prepared authorizing the purchase of approximately 685 tons of Ice Control Salt from Nebraska Salt & Grain Co., Gothenburg, Nebraska, for an amount not to exceed \$52,000.00

FISCAL IMPACT

The FY 21/22 Biennial Budget provides funding for the proposed purchase.

RECOMMENDATION

Approval.

BACKGROUND

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

RESOLUTION NO. 21_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ICE CONTROL SALT FROM NEBRASKA SALT & GRAIN COMPANY, GOTHENBURG, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$52,000.00.

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

WHEREAS, the FY21/22 Biennial Budget provides funding for this purchase; and

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

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska authorizing the purchase of ice control salt from Nebraska Salt & Grain Company, Gothenburg, Nebraska in an amount not to exceed \$52,000.00.

PASSED AND APPROVED THIS 3RD DAY OF AUGUST, 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



LA VISTA POLICE DEPARTMENT INTER-DEPARTMENT MEMO

TO: Pam Buethe, City Clerk

FROM: Chief Robert S. Lausten

DATE: July 28, 2021

RE: LOCAL BACKGROUND- MANAGER
CASEY'S DBA CASEY'S GENERAL STORE 2454, 3820, 3913

CC:

The police department reviewed the Nebraska Liquor Control Commission documents completed by the applicant and conducted a check of local records relating to the Manager Application for Krystal Carter. Carter has no criminal record in Sarpy County.

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

**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use

RECEIVED

JUN 28 2017

NEBRASKA LIQUOR
CONTROL COMMISSION

MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information. read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: **CASEY'S RETAIL COMPANY**

Premise information

Liquor License Number: 122824 Class Type (if new application leave blank)

Premise Trade Name/DBA: CASEY'S GENERAL STORE 2454

Premise Street Address: 2454 9542 GILES RD LA

City: LA VISTA County: NANCE Zip Code: 686383197

Premise Phone Number: 3085363145

Premise Email address: MIKAEL.LAGE@CASEYS.COM

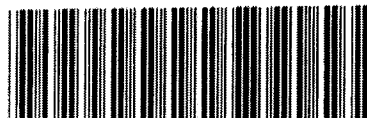
The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).

Julia T. Jackson

CASEY'S RETAIL COMPANY SECRETARY/OFFICER

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)



2100007150

**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use

RECEIVED

JUN 28 2021

NEBRASKA LIQUOR
CONTROL COMMISSION

MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
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- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: CASEY'S RETAIL COMPANY

Premise information

Liquor License Number: 122910 Class Type (if new application leave blank)

Premise Trade Name/DBA: CASEY'S GENERAL STORE 3820

Premise Street Address: 7828 S 123RD PLZ LA

City: LA VISTA County: SARPY Zip Code: 68128

Premise Phone Number: (402) 934-4470

Premise Email address: MIKAEL.LAGE@CASEYS.COM

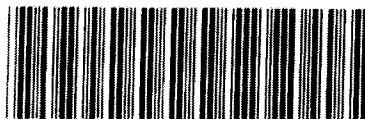
The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).



CASEY'S RETAIL COMPANY SECRETARY/OFFICER

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)



2100007135

**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use

RECEIVED

JUN 28 2021

NEBRASKA LIQUOR
CONTROL COMMISSION

MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: CASEY'S RETAIL COMPANY

Premise information

Liquor License Number: 123970 Class Type (if new application leave blank)

Premise Trade Name/DBA: CASEY'S GENERAL STORE 3913

Premise Street Address: 3913 11728 EMILINE ST LA

City: LA VISTA County: SARPY Zip Code: 68128

Premise Phone Number: (402) 331-3803

Premise Email address: MIKAEL.LAGE@CASEYS.COM

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).

Julia T. Pachowski CASEY'S RETAIL COMPANY SECRETARY/OFFICER
SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)



2100007125

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: **CARTER** First Name: **KRYSTAL** MI: **M**

Home Address: **1616 NW 54th Ct.**

City: **Lincoln** County: **Lancaster** Zip Code: **68528**

Home Phone Number: **515-782-2301**

Driver's License Number & State

Social Security Number

Date Of Birth: Place Of Birth: **Lincoln Nebraska**

Email address: **KRYSTAL.CARTER@CASEYS.COM**

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

☐ YES

☒ NO

Spouse's information

Spouses Last Name: First Name: MI:

Social Security Number:

Driver's License Number & State:

Date Of Birth: Place Of Birth:

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS
APPLICANT SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Palmyra, Ne.	2017	2018			
Bennet, Ne.	2011	2017			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2009	2021	Casey's General Stores	Dave Johnson	605-370-4654
2008	2009	Picture Me Portraits	No longer in business	N/A

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, **EVER** been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

☒ YES ☐ NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Krystal Carter	Jan 2021	Lincoln Ne	SPD 11-15 MPH	Paid Citation

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

☐ YES ☒ NO

IF YES, list the name of the premise(s):

CASEY'S GENERAL STORES - MULTIPLE NEBRASKA STORES- PLEASE SEE LIST

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§§3-131.01) and do you intend to supervise, in person, the management of the business?

☒ YES ☐ NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: 6/22/2021 Name on Certificate: Krystal Marie Carter

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
KRYSTAL MARIE CARTER	6/22/2021	RBST

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Krystal Carter Region Director	Aug 2009	Casey's General Stores Nebraska Locations

5. Have you enclosed form 147 regarding fingerprints?

☒ YES ☐ NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has NO interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

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

Kin Carter

Signature of Manager Applicant

Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of Lancaster

The foregoing instrument was acknowledged before me this

24th day of June, 2021

date

by Krystal M. Carter

NAME OF PERSON BEING ACKNOWLEDGED

[Signature]
Notary Public signature

Affix Seal



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.



Pete Ricketts
Governor

STATE OF NEBRASKA
NEBRASKA LIQUOR CONTROL COMMISSION

Hobert B. Rupe
Executive Director
301 Centennial Mall South, 5th Floor
P.O. Box 95046
Lincoln, Nebraska, 68509-5046
Phone (402) 471-2571
Fax (402) 471-2814 or (402) 471-2374
TSR USER 800-833-7252 (TTY)
Web Address <http://www.lcc.nebraska.gov/>

Today's Date: July 15, 2021
From: Lisa Steward
To: City Clerk of La Vista

I have attached a copy of a new corporate manager application submitted to the Nebraska Liquor Control Commission. Please complete the following information below to indicate your recommendation.

Licensee Name: Casey's Retail Company
Trade Name (DBA): Casey's General Store 2454, 3820, 3913
License Number: D-122824; D-122910; D-123970
Manager Name: Carter, Krystal M
Due Date: August 30, 2021

- ☐ APPROVED
☐ NO LOCAL RECOMMENDATION
☐ DENIED

COMMENTS: (YOU MAY ATTACH MINUTES AND/OR ADDITIONAL NOTES)

Clerk's Name: _____ Date: _____

Janice M. Wiebusch
Chairman

Bruce Bailey
Chairman
At Large Appointed Employee

Harry Hoch
Commissioner



LA VISTA POLICE DEPARTMENT INTER-DEPARTMENT MEMO

TO: Pam Buethe, City Clerk

FROM: Chief Robert S. Lausten

DATE: July 28, 2021

RE: LOCAL BACKGROUND- MANAGER
CASEY'S DBA BUCKY'S EXPRESS 73

CC:

The police department reviewed the Nebraska Liquor Control Commission documents completed by the applicant and conducted a check of local records relating to the Manager Application for Krystal Carter. Carter has no criminal record in Sarpy County.

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

**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use

RECEIVED

JUN 28 2021

**NEBRASKA LIQUOR
CONTROL COMMISSION**

MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: CASEY'S RETAIL COMPANY *Buck's LLC*

Premise information

Liquor License Number: 124063 Class Type _____ (if new application leave blank)

Premise Trade Name/DBA: Bucky's Express 73

Premise Street Address: 73 7203 HARRISON ST LA

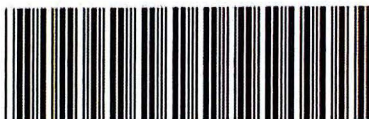
City: VISTA County: SARPY Zip Code: 68128

Premise Phone Number: (515) 446-6517

Premise Email address: MIKAEL.LAGE@CASEYS.COM

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).

Julia T. Jackowski CASEY'S RETAIL COMPANY SECRETARY/OFFICER
SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)



2100007092

*0460
019*

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: **CARTER** First Name: **KRYSTAL** MI: **M**
Home Address: **1616 NW 54th Ct.**
City: **Lincoln** County: **Lancaster** Zip Code: **68528**
Home Phone Number: **515-782-2301**
Driver's License Number & State: **[REDACTED]**
Social Security Number: **[REDACTED]**
Date Of Birth: **[REDACTED]** Place Of Birth: **Lincoln Nebraska**
Email address: **KRYSTAL.CARTER@CASEYS.COM**

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

☐ YES

☒ NO

Spouse's information

Spouses Last Name: _____ First Name: _____ MI: _____
Social Security Number: _____
Driver's License Number & State: _____
Date Of Birth: _____ Place Of Birth: _____

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS
APPLICANT SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Palmyra, Ne.	2017	2018			
Bennet, Ne.	2011	2017			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2009	2021	Casey's General Stores	Dave Johnson	605-370-4654
2008	2009	Picture Me Portraits	No longer in business	N/A

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, **EVER** been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

☒ YES ☐ NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Krystal Carter	Jan 2021	Lincoln Ne	SPD 11-15 MPH	Paid Citation

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

☐ YES ☒ NO

IF YES, list the name of the premise(s):

CASEY'S GENERAL STORES - MULTIPLE NEBRASKA STORES- PLEASE SEE LIST

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

☒ YES ☐ NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: 6/22/2021 Name on Certificate: Krystal Marie Carter

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
KRYSTAL MARIE CARTER	6/22/2021	RBST

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Krystal Carter Region Director	Aug 2009	Casey's General Stores Nebraska Locations

5. Have you enclosed form 147 regarding fingerprints?

☒ YES ☐ NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has NO interest directly or indirectly, a spousal affidavit of non-participation may be attached.

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Signature of Manager Applicant

Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of

Lancaster

The foregoing instrument was acknowledged before me this

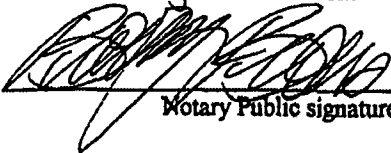
24th day of June, 2021

date

by

Krystal M. Carter

NAME OF PERSON BEING ACKNOWLEDGED



Notary Public signature

Affix Seal



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

INVOICE



Thompson, Dreessen & Dorner, Inc.
Consulting Engineers & Land Surveyors

Please remit to:
TD2 Nebraska Office
10836 Old Mill Road; Omaha, NE 68154
Office: 402/330-8860 Fax: 402/330-5866

TD2 South Dakota Office
5000 S. Minnesota Ave., Ste. 300; Sioux Falls, SD 57108
Office: 605/951-0886

CITY OF LA VISTA
PAT DOWSE
9900 PORTAL ROAD
LA VISTA, NE 68128

Invoice number 144963
Date 07/21/2021

Project 0171-422 CENTRAL PARK
IMPROVEMENTS

Professional Services from April 12, 2021 through July 04, 2021

Description	Contract Amount	Prior Billed	Remaining	Current Billed
Task 1 - Topographic Survey	3,500.00	3,500.00	0.00	0.00
Task 2 thru 4-Design Work except Task 2.4	39,500.00	9,893.75	27,861.25	1,745.00
<i>Fee maximum not to be exceeded due to extra work until an amendment is approved at a future date.</i>				
Reimbursables	20,000.00	11,854.36	8,145.64	0.00
<i>Subconsultant Services - Felsburg, Holt and Ullevig</i>				
Additional Services	0.00	1,400.00	-1,400.00	0.00
<i>Exhibits and estimates for March 27 Council Workshop.</i>				
Total	63,000.00	26,648.11	34,606.89	1,745.00

Invoice total 1,745.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
144963	07/21/2021	1,745.00	1,745.00				
	Total	1,745.00	1,745.00	0.00	0.00	0.00	0.00

Terms Net 30 Days. A Finance Charge of 1 1/2% Per Month (18% per Annum) Will Be Charged on Past Due Accounts. Also Liable for all Legal and Collection Fees. Invoices not paid within 90 days of the invoice date will be subject to possible lien filings.

CITY OF LA VISTA
PMD 7/26/21
16.71.0917.000 -
PARM20002



Thompson, Dreessen & Dorner, Inc.
Consulting Engineers & Land Surveyors

INVOICE

Please remit to:
TD2 Nebraska Office
10836 Old Mill Road; Omaha, NE 68154
Office: 402/330-8860 Fax: 402/330-5866

TD2 South Dakota Office
5000 S. Minnesota Ave., Ste. 300; Sioux Falls, SD 57108
Office: 605/951-0886

CITY OF LA VISTA
PAT DOWSE
9900 PORTAL ROAD
LA VISTA, NE 68128

Invoice number 144962
Date 07/21/2021

Project 0171-400 CITY OF LA VISTA -
MISCELLANEOUS SERVICES 2012-
CURRENT, CIVIL

Professional Services from May 31, 2021 through July 04, 2021

Description	Current Billed
Civil Engineering Services	5,125.00
On Call-CD, CMR Team communications, meetings and documents 2,512.50	
On Call-CD, CMR Letters of Interest review, scoring and discussion 1,275.00	
On Call-PW, Applewood Drainageway-review and discuss Schemmer H&H review, and meetings with E&A 150.00	
On Call-CD, City Centre Project & Plan coordination meetings and communications 400.00	
On Call-PW, Pavement Observations 300.00	
On Call-CD, Central Park Pavilion Mtg on Construction Documents 150.00	
On Call-CD, Monthly Community Development Meeting 337.50	
Construction Materials Testing and Special Inspections	0.00
Total	5,125.00

Invoice total 5,125.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
144962	07/21/2021	5,125.00	5,125.00				
	Total	5,125.00	5,125.00	0.00	0.00	0.00	0.00

Terms Net 30 Days. A Finance Charge of 1 1/2% Per Month (18% per Annum) Will Be Charged on Past Due Accounts. Also Liable for all Legal and Collection Fees. Invoices not paid within 90 days of the invoice date will be subject to possible lien filings.

OK To PA1
PMD 7/26/21
1,19,0303.000

Invoice

601 P St Suite 200
 PO Box 84608
 Lincoln, NE 68501-4608
 Tel 402.474.6311, Fax 402.474.5063

olsson

July 22, 2021
 Invoice No: 393097

Pat Dowse
 City Engineer
 City of La Vista NE
 8116 Park View Blvd
 La Vista, NE 68128-2198

Invoice Total	\$4,586.50
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Olsson Project # T16-05460 La Vista Community Development Agency Existing Chilis Demolition
 Additional Services

Professional services rendered through July 10, 2021 for work completed in accordance with agreement dated April 29, 2021.

Phase 200 Project Management

Labor

	Hours	Rate	Amount	
Principal				
Williams, Eric	1.75	136.00	238.00	
Administrative/Clerical				
Sherman Julien, Sarah	2.00	77.00	154.00	
Totals	3.75		392.00	
Total Labor				392.00

Billing Limits	Current	Prior	To-Date	
Total Billings	392.00	0.00	392.00	
Limit			750.00	
Balance Remaining			358.00	
Total this Phase				\$392.00

Phase 300 Final Construction Documents

Labor

	Hours	Rate	Amount
CAD Operator			
Andreessen, Kaitlyn	10.25	65.00	666.25
Cherry, Jacqueline	16.75	89.00	1,490.75
White, John	11.25	54.00	607.50

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	T16-05460	La Vista Comm Dev Agency Chilis Demo	Invoice	393097
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Administrative/Clerical				
Sherman Julien, Sarah	2.50	77.00	192.50	
Totals	40.75		2,957.00	
Total Labor				2,957.00

Billing Limits	Current	Prior	To-Date	
Total Billings	2,957.00	0.00	2,957.00	
Limit			5,000.00	
Balance Remaining			2,043.00	
		Total this Phase		\$2,957.00

Phase	310	Hazardous Materials Survey (Contractor)			
Fee					
Billing Phase	Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing
Hazardous Materials Survey (Contractor)	1,375.00	90.00	1,237.50	0.00	1,237.50
Total Fee	1,375.00		1,237.50	0.00	1,237.50
	Subtotal				1,237.50
		Total this Phase			\$1,237.50

Phase	500	On-Site Construction Administration			
Billing Limits	Current	Prior	To-Date		
Total Billings	0.00	0.00	0.00		
Limit			1,750.00		
Balance Remaining			1,750.00		
		Total this Phase			0.00

Phase	540	On-Site Construction Observation			
Billing Limits	Current	Prior	To-Date		
Total Billings	0.00	0.00	0.00		
Limit			6,250.00		
Balance Remaining			6,250.00		
		Total this Phase			0.00

Phase	545	Survey Post Verification			
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INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	T16-05460	La Vista Comm Dev Agency Chilis Demo	Invoice	393097
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Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			3,500.00
Balance Remaining			3,500.00
Total this Phase			0.00

Phase	550	Special Inspections / Testing
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Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			1,500.00
Balance Remaining			1,500.00
Total this Phase			0.00

AMOUNT DUE THIS INVOICE \$4,586.50

Email Invoice(s) to: pdowse@cityoflavista.org

Authorized By: Eric Williams

CHIT PA-1
PMD 7/26/21
16.71.0918.000 - CMDV20002

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Invoice



listen.DESIGN.deliver
6457 Frances Street, Suite 200
Omaha, NE 68106
402-393-4100 Fax 402-393-8747

Pat Dowse
Director Public Works
City of La Vista
Email Inv: pdowse@cityoflavista.org
City of La Vista
8116 Park View Boulevard
La Vista, NE 68128-2198

July 9, 2021
Project No: 10-17105-40
Invoice No: 0190765

Project 10-17105-40 La Vista City Cntr Parking Structure 2
PO 20-008373

Billing Period: June 1, 2021 to June 30, 2021

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Schematic Design	109,400.00	100.00	109,400.00	109,400.00	0.00
Design Development	164,100.00	100.00	164,100.00	164,100.00	0.00
Construction Documents	218,800.00	100.00	218,800.00	216,612.00	2,188.00
Bid Negotiation	54,700.00	15.00	8,205.00	0.00	8,205.00
Total Fee	547,000.00		500,505.00	490,112.00	10,393.00
Total Fee					10,393.00

Billing Limits	Current	Prior	To-Date
Expenses	0.00	1,582.11	1,582.11
Limit			10,000.00
Remaining			8,417.89

Total this Invoice

\$10,393.00

Outstanding Invoices

Number	Date	Balance
0189746	6/10/2021	2,194.96
Total		2,194.96

Billings to Date

	Current	Prior	Total
Fee	10,393.00	490,112.00	500,505.00
Expense	0.00	1,582.11	1,582.11
Totals	10,393.00	491,694.11	502,087.11

We appreciate your confidence in us and thank you in advance for your payment.
Being environmentally friendly, we encourage payments via Wire Transfer.
Routing number: 121000248 Account Number: 4945435436

Matthew Gulsvig, AIA, LEED AP

Project	10-17105-40	La Vista City Cntr Parking Structure 2	Invoice	0190765
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Pat Dowse
City Engineer
City of La Vista
9900 Portal Road
La Vista, NE 68128

July 14, 2021

Project No: 00120715.00

Invoice No: 187226

M376(378)
Park View Blvd from 84th Street to 96th Street
Panel Replacement

Professional Services from June 7, 2021 to July 4, 2021

Task 00001 Project Management

Professional Personnel

	Hours	Rate	Amount	
E1a Professional Engineer/Project Mgr				
O'Bryan, Timothy	7.00	189.00	1,323.00	
Totals	7.00		1,323.00	
Total Labor				1,323.00

Unit Billing

7/4/2021	Omaha Rental Vehicle	51.0 Miles @ 0.56	28.56	
	Total Units		28.56	28.56
		Total this Task		\$1,351.56

Task 00002 Construction Inspection

Professional Personnel

	Hours	Rate	Amount	
E1a Professional Engineer/Project Mgr				
O'Bryan, Timothy	3.00	189.00	567.00	
E3a Construction Representative III				
Barahona, Alejandro	32.00	107.00	3,424.00	
E5 Eng Tech II, Insp II, Env Tech II				
Kellogg, Austin	18.50	88.00	1,628.00	
E9 Field/Lab Technician I, Intern				
Elliston, Joseph	83.50	64.00	5,344.00	
Totals	137.00		10,963.00	
Total Labor				10,963.00

Unit Billing

7/4/2021	2020 Chevy Equinox-WIV756 23CVNM	340.0 Miles @ 0.56	190.40	
7/4/2021	2021 Nissan Frontier-WTV460 23V3F9	24.0 Miles @ 0.56	13.44	
7/4/2021	2019 Chevy Silverado-WBR362 22WD55	225.0 Miles @ 0.56	126.00	
	Total Units		329.84	329.84

Project	00120715.00	La Vista Park View Blvd Panel Repair	Invoice	187226
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Total this Task \$11,292.84

Task 00003 Material Testing

Unit Billing

CF1 Slump, Air, four 6"x12" cylinders

8.0 Sets @ 88.00 704.00

CF6 Perform Air Content Test

1.0 Each @ 29.00 29.00

CL2 Comp Strength of 6"x12" Cylinders

42.0 Each @ 25.00 1,050.00

M2 Trip Charge

11.0 Each @ 82.00 902.00

Total Units 2,685.00 2,685.00

Total this Task \$2,685.00

Billing Limits

Total Billings

Current

15,329.40

Prior

0.00

To-Date

15,329.40

Limit

48,801.00

Remaining

33,471.60

Total this Invoice \$15,329.40

OK TO PAY
PMD 7/26/21
05.71.0917.000 - START 21001



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

July 15, 2021

Project No: 00120661.00

Invoice No: 187486

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

Professional Services from June 7, 2021 to July 4, 2021

Task 00001 Project Management

Professional Personnel

	Hours	Rate	Amount	
E1a Professional Engineer/Project Mgr				
O'Bryan, Timothy	21.00	181.00	3,801.00	
Totals	21.00		3,801.00	
Total Labor				3,801.00
		Total this Task		\$3,801.00

Task 00004 Final Design

Professional Personnel

	Hours	Rate	Amount	
E1a Professional Engineer/Project Mgr				
O'Bryan, Timothy	5.00	181.00	905.00	
Totals	5.00		905.00	
Total Labor				905.00
		Total this Task		\$905.00

Task 00005 Construction Observation

Professional Personnel

	Hours	Rate	Amount	
E1a Professional Engineer/Project Mgr				
O'Bryan, Timothy	30.00	181.00	5,430.00	
E3a Construction Representative III				
Barahona, Alejandro	71.00	103.00	7,313.00	
E5 Eng Tech II, Insp II, Env Tech II				
Kellogg, Austin	15.50	85.00	1,317.50	
E8 Project Assistant II				
Carnes, Karen	1.00	70.00	70.00	
E9 Field/Lab Technician I, Intern				
Kaster, Max	147.00	62.00	9,114.00	
Totals	264.50		23,244.50	
Total Labor				23,244.50

Project	00120661.00	La Vista 96th & 108th St Pavement Rehab	Invoice	187486
Unit Billing				
7/4/2021	2019 Chevy Silverado-WBR362 22WD55	430.0 Miles @ 0.56	240.80	
7/4/2021	2018 Ford Escape-USA773 22RVFG	898.0 Miles @ 0.56	502.88	
7/4/2021	Omaha Rental Vehicle	54.0 Miles @ 0.56	30.24	
7/4/2021	2021 Nissan Frontier-WTV460 23V3F9	91.0 Miles @ 0.56	50.96	
	Total Units		824.88	824.88
		Total this Task		\$24,069.38

Task	00006	Material Testing		
Unit Billing				
AGL2 Sieve Analysis		1.0 Each @ 90.00	90.00	
AGL3 Surface Moisture		1.0 Each @ 54.00	54.00	
ASL2 Superpave Method (set of 2)		1.0 Each @ 192.00	192.00	
ASL3 Max Theoretical Spec Grav (Rice)		1.0 Each @ 85.00	85.00	
ASL4 Bit Content & Gradation (Ignition)		1.0 Each @ 192.00	192.00	
ASL7 Core Thickness & Density		7.0 Each @ 36.00	252.00	
ASL8 FAA (Production QA/QC Testing)		2.0 Each @ 107.00	214.00	
ASL9 CAA (Production QA/QC Testing)		2.0 Each @ 107.00	214.00	
CF1 Slump, Air, four 6"x12" cylinders		6.0 Sets @ 85.00	510.00	
CF6 Perform Air Content Test		2.0 Each @ 29.00	58.00	
CF7 Perform Slump Test		2.0 Each @ 22.00	44.00	
CL2 Comp Strength of 6"x12" Cylinders		13.0 Each @ 24.00	312.00	
CL2a Comp Strength of 4"x8" Cylinders		18.0 Each @ 24.00	432.00	
M2 Trip Charge		11.0 Each @ 72.00	792.00	
SLF1 Subgrade Density		12.0 Each @ 34.00	408.00	
	Total Units		3,849.00	3,849.00
		Total this Task		\$3,849.00

Project	00120661.00	La Vista 96th & 108th St Pavement Rehab	Invoice	187486
Billing Limits		Current	Prior	To-Date
Total Billings		32,624.38	185,155.04	217,779.42
Limit				490,811.50
Remaining				273,032.08
			Total this Invoice	<u>\$32,624.38</u>

OK TC A-1

PMD 7/29/21

PO # 21-008952



City of La Vista

Detailed Payment

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

Description 2021 - Pavement Reconstruction & Pavement Rehabilitation

Payment Number 4

Pay Period 06/20/2021 to 07/24/2021

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 At the request of Swain, Pay Application goes from June 20th to July 24.

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	1.000	1.000	1.000	\$0.00	\$296,096.00
Mobilization										
0020	20.0	EA	\$353.000	76.000	12.000	73.000	85.000	85.000	\$4,236.00	\$30,005.00
Install Curb Inlet Protection										

etailed Payment:

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

07/29/202

Page 1 of

Item Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Contract PAID Quantity	Contract Quantity	Contract Quantity	Contract Quantity	Contract Quantity
0030	30.0	LF	\$8.620	350.000	0.000	1,134.000	1,134.000	1,134.000	\$0.00	\$9,775.08
Install Silt Fence										
0040	40.0	SY	\$13.000	6,889.000	2,793.805	3,879.310	6,673.115	6,673.115	\$36,319.47	\$86,750.50
Remove Pavement										
0050	50.0	SY	\$5.920	29,500.000	0.000	27,663.795	27,663.795	27,663.795	\$0.00	\$163,769.67
Perform 3" Cold Planning – Concrete										
0060	60.0	TON	\$104.000	3,400.000	0.000	3,161.930	3,161.930	3,161.930	\$0.00	\$328,840.72
Construct 2" Asphalt Surface Course, Type SPH (PG64-34)										
0070	70.0	TON	\$99.400	1,700.000	0.000	1,662.490	1,662.490	1,662.490	\$0.00	\$165,251.51
Construct 1" Asphalt Wedge Course, Type SPR-Fine (PG64-34)										
0080	80.0	SY	\$13.000	6,889.000	3,194.025	3,001.450	6,195.475	6,195.475	\$41,522.33	\$80,541.18
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	3,194.025	3,001.450	6,195.475	6,195.475	\$30,407.12	\$58,980.92
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	3,351.210	0.000	3,351.210	3,351.210	\$253,351.48	\$253,351.48
Construct 10" Concrete Pavement (Type L65)										
0130	130.0	SY	\$95.200	6,740.000	669.698	1,728.650	2,398.348	2,398.348	\$63,755.25	\$228,322.73
Construct 10" Concrete Pavement Repair (Type L655)										

stalled Payment:

07/29/202

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

Page 2 of.

Line Item	Item ID	Unit	Unit Price	Authorized Quantity	Contract Qty	Proposed Qty	Est. Qty	Est. Qty	Est. Price	Est. Price
0140	140.0	SY	\$102.000	1,625.000	59.820	788.620	848.440	848.440	\$6,101.64	\$86,540.88
Construct 10" Concrete Pavement Repair (Type L85)										
0150	150.0	EA	\$5.760	1,860.000	537.000	1,001.000	1,538.000	1,538.000	\$3,093.12	\$8,858.88
Install Epoxy Coated Tie Bars (Pavement Repair)										
0160	160.0	EA	\$777.000	10.000	6.000	1.000	7.000	7.000	\$4,662.00	\$5,439.00
Adjust Utility Valve to Grade										
0170	170.0	EA	\$1,213.000	22.000	10.000	2.000	12.000	12.000	\$12,130.00	\$14,556.00
Adjust Manhole to Grade										
0180	180.0	SF	\$7.690	22,055.000	4,453.985	4,830.750	9,284.735	9,284.735	\$34,251.14	\$71,399.61
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	161.250	290.000	451.250	451.250	\$1,365.79	\$3,822.09
Construct 6" Imprinted PCC Surface										
0210	210.0	SF	\$8.960	13,264.000	0.000	605.060	605.060	605.060	\$0.00	\$5,421.34
Construct 6" PCC Median Surfacing Repair										
0220	220.0	EA	\$2,118.000	3.000	0.000	1.000	1.000	1.000	\$0.00	\$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										

etailed Payment:

07/29/202

3th St - Portal to Harrison & 108th St - Giles to Harrison

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Item No.	Quantity	Unit	Unit Price	Amount	Material	Subtotal	Subtotal	Subtotal	Subtotal	Subtotal
0360	360.0	LF	\$0.520	4,100.000	0.000	3,936.000	3,936.000	3,936.000	\$0.00	\$2,046.72
Temporary Paint Marking – 5" White										
0370	370.0	LF	\$0.520	3,460.000	0.000	3,594.000	3,594.000	3,594.000	\$0.00	\$1,868.88
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	3,877.000	3,877.000	3,877.000	\$0.00	\$22,951.84
Install Permanent Preformed Tape Type 3, 5" White										
0440	440.0	LF	\$5.920	3,460.000	0.000	3,850.000	3,850.000	3,850.000	\$0.00	\$22,792.00
Install Permanent Preformed Tape Type 3, 5" Yellow										
0450	450.0	EA	\$406.000	2.000	0.000	2.000	2.000	2.000	\$0.00	\$812.00
Install Permanent Preformed Tape Symbol Type Directional Arrow, White (Right)										
0460	460.0	EA	\$377.000	25.000	0.000	21.000	21.000	21.000	\$0.00	\$7,917.00
Install Permanent Preformed Tape Symbol Type Directional Arrow, White (Left)										

etailed Payment:

07/29/202

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

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0470	470.0	EA	\$348.000	2.000	0.000	2.000	2.000	2.000	\$0.00	\$696.00
Install Permanent Preformed Tape Symbol Type Directional Arrow, White (Thru)										
0480	480.0	Day	\$87.000	112.000	20.000	46.000	66.000	66.000	\$1,740.00	\$5,742.00
Furnish Changeable Message Sign										
0490	490.0	Day	\$58.000	305.000	101.000	124.000	225.000	225.000	\$5,858.00	\$13,050.00
Furnish Flashing Arrow Panel										
0500	500.0	Day	\$190.000	175.000	35.000	71.000	106.000	106.000	\$6,650.00	\$20,140.00
Provide Temporary Traffic Control										
0510	510.0	Day	\$341.000	290.000	0.000	16.000	16.000	16.000	\$0.00	\$5,456.00
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	1.000	1.000	1.000	\$0.00	\$114,688.00
Contractor Provided Construction Surveying and Staking										
0550	550.0	EA	\$1,119.000	6.000	3.000	3.000	6.000	6.000	\$3,357.00	\$6,714.00
Protection of Curb Inlet										
Section Totals:									\$576,919.36	\$2,317,841.25
Total Payments:									\$576,919.36	\$2,317,841.25

stalled Payment:

11th St - Portal to Harrison & 108th St - Giles to Harrison

07/29/202

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Time Charges

Work Item	Original Deadline	Authorized Deadline	Original Days To Go	Current Days To Go	Days Completed	Days Remaining	Cost
Complete All Work by Deadline	10/30/2021	10/30/2021	N/A	\$0.00	N/A	98.0 Days	\$0.00
Total Damages:							\$0.00

Summary

Current Approved Work:	\$576,919.36	Approved Work To Date:	\$2,317,841.25
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$57,691.94	Retainage To Date:	\$231,784.13
Current Retainage Released:	\$0.00	Retainage Released To Date:	\$0.00
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	\$519,227.42	Payments To Date:	\$2,086,057.12
Previous Payment:	\$962,948.99	Previous Payments To Date:	\$1,566,829.70

etailed Payment:

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

07/29/202

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Funding Details

Default Fund Package:	\$0.00	Default Fund Package To Date:	\$0.00
M-376(390) 96th St.:	\$563,759.36	M-376(390) 96th St. To Date:	\$817,424.12
M-376(391) 108th St.:	\$13,160.00	M-376(391) 108th St. To Date:	\$1,500,417.13
Current Payment:	\$576,919.36	Payments To Date:	\$2,317,841.25



Contractor Representative

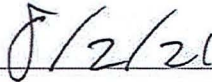


Date

We still disagree with this pay application for reasons already discussed and continue to reserve all our rights afforded us in the contract documents.



Project Manager



Date



City of La Vista Representative



Date

OK TO PAY
PMD 8/2/21
05.71.0917 - STAT 20002
= \$ 11,844.00
05.71.0917 - STAT 20004
= \$ 507,383.42

Outstanding Payment:

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

07/29/2021

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Check #	Check Date	Vendor Name	Amount	Voided
135171	07/21/2021	DESIGN WORKSHOP INC	8,055.00	N
135172	07/21/2021	FUN SERVICES	6,910.00	N
135173	07/21/2021	HDR ENGINEERING INC	1,111.36	N
135174	07/21/2021	TR CONSTRUCTION LLC	89,853.32	N
1505(E)	07/26/2021	FIRST BANKCARD	16,621.16	N
1511(E)	07/27/2021	ABM INDUSTRIES, INC	9,155.53	N
1512(E)	07/27/2021	CCAP AUTO LEASE LTD	391.12	N
1513(E)	07/27/2021	CENTURY LINK/LUMEN	680.72	N
1514(E)	07/27/2021	CENTURY LINK/LUMEN	133.83	N
1515(E)	07/27/2021	GREATAMERICA FINANCIAL SERVICES	1,127.00	N
1516(E)	07/27/2021	METROPOLITAN UTILITIES DISTRICT	13,711.65	N
1517(E)	07/27/2021	MID-AMERICAN BENEFITS INC	18,847.90	N
1518(E)	07/27/2021	NE DEPT OF REVENUE-SALES TAX	2,061.09	N
1519(E)	07/27/2021	OMAHA PUBLIC POWER DISTRICT	57,146.49	N
1520(E)	07/27/2021	PAYROLL MAXX	381,281.09	N
1521(E)	07/27/2021	TOSHIBA FINANCIAL SERVICES	265.40	N
1522(E)	07/29/2021	3C PAYMENT USA CORPORATION	100.00	N
1523(E)	07/29/2021	ACTIVE NETWORK LLC	87.98	N
1524(E)	07/29/2021	CENTURY LINK/LUMEN	141.48	N
1525(E)	07/29/2021	MEDICA INSURANCE COMPANY	111,248.33	N
1526(A)	08/03/2021	CITY OF OMAHA	77.30	N
1527(A)	08/03/2021	CITY OF PAPILLION - MFO	208,707.00	N
135175	08/03/2021	AA WHEEL & TRUCK SUPPLY INC	13.00	N
135176	08/03/2021	ACCO UNLIMITED CORPORATION	2,457.30	N
135177	08/03/2021	AKRS EQUIPMENT SOLUTIONS, INC.	420.18	N
135178	08/03/2021	AMAZON CAPITAL SERVICES, INC.	389.51	N
135179	08/03/2021	AMERICA'S FENCE STORE INC	4,805.71	N
135180	08/03/2021	AMERICAN PLANNING ASSOCIATION	1,425.00	N
135181	08/03/2021	ASPEN EQUIPMENT COMPANY	4,405.07	N
135182	08/03/2021	AT&T MOBILITY LLC	97.40	N
135183	08/03/2021	BAUER BUILT INC	2,161.94	N
135184	08/03/2021	BENJAMIN BEEDE	22.00	N
135185	08/03/2021	BISHOP BUSINESS EQUIPMENT	1,457.13	N
135186	08/03/2021	BISHOP BUSINESS EQUIPMENT COMPANY	270.65	N
135187	08/03/2021	BRODART COMPANY	293.05	N
135188	08/03/2021	CENTER POINT, INC.	44.34	N
135189	08/03/2021	CINTAS CORPORATION NO. 2	300.42	N
135190	08/03/2021	CONNER PSYCHOLOGICAL SERVICES, PC	770.00	N
135191	08/03/2021	COX COMMUNICATIONS, INC.	147.03	N
135192	08/03/2021	D & K PRODUCTS	2,413.38	N
135193	08/03/2021	DATASHIELD CORPORATION	20.00	N
135194	08/03/2021	DOUGLAS COUNTY SHERIFF'S OFC	725.00	N
135195	08/03/2021	FASTENAL COMPANY	141.90	N
135196	08/03/2021	FBG SERVICE CORPORATION	5,965.00	N
135197	08/03/2021	FUN EXPRESS LLC	124.59	N
135198	08/03/2021	GALE	124.45	N
135199	08/03/2021	GRAYBAR ELECTRIC COMPANY INC	1,094.06	N

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
135200	08/03/2021	GREAT PLAINS COMMUNICATION	1,425.60	N
135201	08/03/2021	HANNAH CARDEN	198.00	N
135202	08/03/2021	HEARTLAND TIRES AND TREADS	533.90	N
135203	08/03/2021	INDUSTRIAL SALES COMPANY INC	16.15	N
135204	08/03/2021	INGRAM LIBRARY SERVICES	1,789.28	N
135205	08/03/2021	KEYMASTERS LOCKSMITH	167.00	N
135206	08/03/2021	KIMBALL MIDWEST	162.50	N
135207	08/03/2021	KRIHA FLUID POWER CO INC	180.16	N
135208	08/03/2021	LARSEN SUPPLY COMPANY	292.62	N
135209	08/03/2021	LIBRARY IDEAS LLC	7.00	N
135210	08/03/2021	LOVELAND GRASS PAD	1,348.88	N
135211	08/03/2021	MACQUEEN EQUIPMENT LLC	863.91	N
135212	08/03/2021	MALLOY ELECTRIC	606.80	N
135213	08/03/2021	MARCO INCORPORATED	149.83	N
135214	08/03/2021	MATHESON TRI-GAS INC	17.54	N
135215	08/03/2021	MCNEIL, JOSHUA	69.71	N
135216	08/03/2021	MENARDS-RALSTON-CORPORATE	256.87	N
135217	08/03/2021	METROPOLITAN COMMUNITY COLLEGE	10,190.36	N
135218	08/03/2021	MICHAEL YORK	66.00	N
135219	08/03/2021	MIDLANDS LIGHTING & ELECTRIC SUPPLY	96.83	N
135220	08/03/2021	MIDWEST TAPE	25.09	N
135221	08/03/2021	MIDWEST TURF & IRRIGATION	103.30	N
135222	08/03/2021	MUNICIPAL PIPE TOOL CO LLC	414.52	N
135223	08/03/2021	OFFICE DEPOT INC	342.60	N
135224	08/03/2021	OMNI ENGINEERING	983.62	N
135225	08/03/2021	OMNIGO SOFTWARE LLC	2,103.75	N
135226	08/03/2021	PAPILLION TIRE INCORPORATED	87.67	N
135227	08/03/2021	PER MAR SECURITY SERVICES	156.59	N
135228	08/03/2021	PETTY CASH-PAM BUETHE	426.23	N
135229	08/03/2021	PUSH PEDAL PULL	126.98	N
135230	08/03/2021	RDG PLANNING & DESIGN	480.00	N
135231	08/03/2021	REACH SPORTS MARKETING GROUP, INC.	329.00	N
135232	08/03/2021	RED EQUIPMENT LLC	1,340.56	N
135233	08/03/2021	REGAL AWARDS INC.	718.00	N
135234	08/03/2021	RIVER CITY RECYCLING	117.96	N
135235	08/03/2021	ROBERT T. HENNRICH	105.00	N
135236	08/03/2021	SARPY COUNTY CHAMBER OF COMMERCE	75.00	N
135237	08/03/2021	SARPY COUNTY COURTHOUSE	8,627.92	N
135238	08/03/2021	SARPY COUNTY FISCAL ADMINSTRTN	6,111.60	N
135239	08/03/2021	SARPY DOUGLAS LAW ENFORCE. ACADEMY	1,500.00	N
135240	08/03/2021	SIGN IT	2,297.80	N
135241	08/03/2021	SIRCHIE ACQUISITION COMPANY, LLC	115.39	N
135242	08/03/2021	STRACK INC	4,999.80	N
135243	08/03/2021	SWANK MOTION PICTURES INC	645.00	N
135244	08/03/2021	THE COLONIAL PRESS, INC	1,367.68	N
135245	08/03/2021	THE COSGRAVE COMPANY	136.00	N
135246	08/03/2021	THE SCHEMMER ASSOCIATES INC	1,572.50	N

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
135247	08/03/2021	THE UNIVERSITY OF NEBRASKA MED CTR	9,100.00	N
135248	08/03/2021	TRUCK CENTER COMPANIES	2.68	N
135249	08/03/2021	ULINE, INC.	61.04	N
135250	08/03/2021	UNITED PARCEL SERVICE	9.50	N
135251	08/03/2021	VERIZON WIRELESS	18.02	N
135252	08/03/2021	WALMART COMMUNITY BRC	1,805.44	N
135253	08/03/2021	WESTLAKE HARDWARE INC NE-022	17.97	N
135254	08/03/2021	WESTLAKE HARDWARE INC NE-022	1,063.07	N
135255	08/03/2021	WHITE CAP LP	93.89	N
135256	08/03/2021	WOODHOUSE FORD-BLAIR	173.35	N
104	CHECKS PRINTED	TOTAL CLAIM AMOUNT:	\$1,023,896.32	0

Check #	Check Date	Vendor Name	Amount	Voided
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APPROVED BY COUNCIL MEMBERS ON: 08/03/2021

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 3, 2021 AGENDA**

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

SYNOPSIS

A public hearing has been scheduled and a resolution prepared to declare the area, as depicted and described in the attached Rotella's Italian Bakery Blight and Substandard Determination Study as a substandard and blighted area in need of redevelopment.

FISCAL IMPACT

None.

RECOMMENDATION

Open the public hearing. The applicant's representative is unable to attend this meeting. Because notice of the public hearing was published, it is recommended that the public hearing be opened and continued to the August 17th City Council Meeting.

BACKGROUND

On April 20, 2021, the Council authorized the selection of Hanna:Keelan Associates by Rotella's Bakery as the consultant to prepare a blighted and substandard determination study.

The consultant completed the study and on June 1, 2021 the City Council referred the Rotella's Italian Bakery Blight & Substandard Determination Study to the Planning Commission for review and recommendation as to whether the area described in the study meets the criteria set out in State Statute, to be declared substandard and blighted. The City also hired Marvin Planning Consultants as a third-party expert to review the study and provide a recommendation on its findings.

The Planning Commission reviewed the study, as well as the recommendation from Marvin Planning Consultants, and held a public hearing on the study on July 1, 2021. The Planning Commission determined that the study adequately demonstrates that the subject area meets the criteria required by State Statute, to be declared substandard and blighted. The Planning Commission voted to recommend to the City Council approval of the declaration of the subject area identified in the study as substandard and blighted with some minor changes to the map exhibits within the study recommended by staff and the Planning Commission. Those changes have been completed.

The final Rotella's Italian Bakery Blight and Substandard Determination Study is attached for your review, along with the staff report to the Planning Commission and the recommendation letter from Marvin Planning Consulting.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA DECLARING THE ROTELLA'S ITALIAN BAKERY REDEVELOPMENT AREA A SUBSTANDARD AND BLIGHTED AREA IN NEED OF REDEVELOPMENT.

WHEREAS, the Mayor and City Council caused to be conducted the Blight & Substandard Determination Study ("Study") on whether the area referred to as the "Rotella's Italian Bakery Redevelopment Area" ("Area") and depicted or described in such Study is substandard and blighted; and submitted to the Planning Commission of the City of La Vista the question of whether such Area is substandard and blighted; and

WHEREAS, The Planning Commission, at its July 1, 2021 meeting, held a public hearing on the question of whether the Area is substandard and blighted after giving notice of the hearing as provided in Neb. Rev. Stat. Section 18-2115.01. Following the public hearing, the Planning Commission reviewed and unanimously recommended to the City Council that the Area is a blighted and substandard area, which written recommendation has been received; and

WHEREAS, The City Council, at its August 3, 2021 meeting, held a public hearing on the question of whether the Area is substandard and blighted after giving notice of the hearing as provided in section 18-2115.01. At the public hearing, all interested parties were afforded a reasonable opportunity to express their views respecting the proposed declaration. With the public hearing concluded, the City Council by this resolution desires to declare the Area to be a substandard and blighted area in need of redevelopment.

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

1. All applicable notice and public hearing requirements have been satisfied.
2. Review and written recommendation of the Planning Commission that such Area is substandard and blighted has been received.
3. Based on factors including the Study and review and recommendation of the Planning Commission, and after considering any public comment at the public hearing of the City Council, the City Council, in the public interest including public health, safety and welfare, hereby determines and declares that the Rotella's Italian Bakery Redevelopment Area described or depicted in the Blight & Substandard Determination Study incorporated herein, is a substandard and blighted area in need of redevelopment.
4. Copies of the Study shall be available for public inspection at City Hall during normal business hours or posted on the City's website. The City has in place the City of La Vista Comprehensive Plan, which is affirmed as and shall be the general plan for development of the City for purposes of Neb. Rev. Stat. Sections 18-2101 et seq.

PASSED AND APPROVED THIS 3RD DAY OF AUGUST 2021.

CITY OF LA VISTA

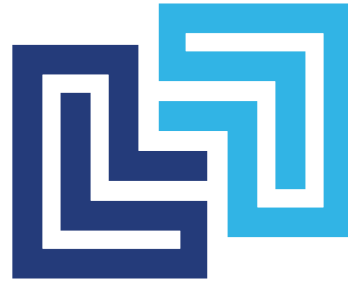
Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

K:\APPS\City Hall\21 FINAL RESOLUTIONS\21. Rotella's
Blight and Substandard Declaration 08.03.2021.docx

MEMO



TO: Planning Commission Members

FROM: Bruce Fountain, Community Development Director

CC: City Council Members and applicable City Staff

DATE: 6/22/2021

RE: Rotella's Italian Bakery Blight and Substandard Determination Study

Agenda Item 1: Rotella's Italian Bakery Blight and Substandard Study

BACKGROUND

Rotella's Italian Bakery is considering an expansion of their operations at their facilities in La Vista, generally located at the southeast corner of 108th Street and Harrison. In order to proceed with this expansion, Rotella's is requesting the City's assistance through the Tax Increment Financing (TIF) economic development incentive. Before TIF can be considered, the City Council must declare an area to be "blighted and substandard" under specific conditions set forth in State Statutes before a redevelopment plan can be prepared. To begin this process, Rotella's hired Hanna:Keelan Associates, P.C. as their consultant to conduct the blight and substandard study for certain properties in and around the current Rotella's Italian Bakery campus, as depicted by the map within the Study.

PROCESS

On June 1, 2021, City Council approved of a resolution to submit the blight and substandard study prepared by Hanna:Keelan to the Planning Commission with the question whether or not the area should be designated substandard and blighted.

A written recommendation from the Planning Commission must be submitted to Council within 30 days as to whether or not the area should be designated as substandard and blighted (based on factors including the study, and in consideration of public comment at the hearing, if any).

Subsequently, City Council will hold a public hearing and consider adopting a resolution to declare the area substandard and blighted and in need of redevelopment. Should such resolution be approved Council will then authorize the applicant to prepare a Redevelopment Plan. The proposed Redevelopment Plan will be submitted to the Planning Commission for review and recommendations as to conformity with the City of La Vista Comprehensive Plan.

REVIEW FOR COMPLIANCE WITH STATE STATUTES

In conjunction with the City's internal staff review of the Study, the City contracted with Marvin Planning Consultants (MPC) to provide a third-party review and professional opinion regarding the methodology, analysis, and conclusion(s) of the Rotella's Italian Bakery Blight and Substandard Determination Study. This third-party review was undertaken to best determine if we are in agreement with the study's conclusion of the outlined area being eligible for designation as blighted and substandard according to the State Statute criteria.

A copy of the review letter from Keith Marvin, President of MPC, is attached for your consideration. In short, MPC found that the study correctly identifies several factors in the area which meet the criteria required by State Statutes for declaring an area blighted and substandard. Therefore, MPC agrees that the area qualifies as blighted and substandard under Nebraska State Statutes. A minor change in the study is recommended, however. MPC recommends, and City staff agrees, that the boundary of the study area be updated to assure the inclusion of all public right-of-way adjacent to the identified parcels.

Planning Staff has also reviewed the study and agrees with the conclusions found by MPC. Specifically, the study finds the strong or reasonable presence of the following Substandard Factors:

- Dilapidation/deterioration
- Age or obsolescence
- Inadequate provision for ventilation, light, air, sanitation or open spaces
- Any combination of factors that are detrimental to the public health, safety, morals or welfare

In addition, the study also finds the strong or reasonable presence of the following Blight Factors:

- A substantial number of deteriorated or dilapidated structures
- Existence of defective or inadequate street layout (including street conditions)
- Faulty lot layout in relation to size, adequacy, accessibility or usefulness
- Insanitary or unsafe conditions
- Deterioration of site or other improvements

- Improper subdivision or obsolete platting
- The existence of conditions which endanger life or property by fire or other causes
- Other environmental and blighting factors

RECOMMENDATION

Staff agrees with the Executive Summary of the Rotella's Italian Bakery Blight and Substandard Determination Study which states:

“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.”

After our review, and in consultation with MPC, staff recommends that the Planning Commission find that the area identified within the Rotella's Italian Bakery Blight and Substandard Determination Study qualifies under Nebraska State Statutes to be designated as blighted and substandard, and recommend that the La Vista Community Development Agency (City Council) approve the blighted and substandard designation of said area. Staff makes this recommendation with the following conditions:

- 1) All maps within the Study which identify the area boundaries should be updated to include the public right-of-way adjacent to the identified parcels.
- 2) Table 3 within the Study should be updated to show corrected acreages with the area of the adjacent public right-of-way added into the calculated total area of the Study area.

Attachments:

- Rotella's Italian Bakery Redevelopment Area Blight and Substandard Determination Study
- Review/recommendation letter from Keith Marvin, AICP – Marvin Planning Consultants



May 18, 2021

Mr. Bruce Fountain AICP
Community Development Director
City of La Vista
8116 Park View Blvd
La Vista, NE 68128

RE: Rotella's Blight and Substandard Study Review
La Vista, NE

Dear Bruce;

Thank you for the opportunity to assist on the review of the Rotella's Blighted and Substandard Study. I am pleased to present the following for consideration.

Scope of work Summary:

Provide consultation services for the review and comments on the stated study.

Client (City of La Vista) Responsibility:

The Client shall provide information regarding the study identified above. Correspondence shall go through Bruce Fountain or Chris Solberg who will act on the City's behalf. They will provide direction and render decisions pertaining to the review and provide official notice to applicants.

Compensation:

The services noted above and required by the scope of work shall be performed at the following hourly rates toward a not to exceed maximum price, plus reimbursable travel expenses as follows:

Senior Planner: \$80.00/hour with an anticipated cap of \$800.00.

Additional Consultants as required at agreed upon fee plus 5%. No additional consultants expected for most reviews and expect pre-authorization by the City of La Vista prior to execution of sub consultants.

Again, thank you for the opportunity to present our qualifications. We are confident in our abilities and experience and are anxious to discuss this project further. If you have questions or comments, please contact me at 402.367.5031 or 402.606.6405.

For the Team,

Keith A. Marvin, AICP
President/Project Manager

Marvin Planning Consultants, Inc.

382 North 4th Street
P.O. Box 410
David City, NE 68632
402.367.5031
402.606.6405

Accepted:

City of La Vista, Nebraska

By: C.D. Director

Date: 5/18/21



June 17, 2021

Mr. Bruce Fountain AICP
Community Development Director
City of La Vista
8116 Park View Blvd
La Vista, NE 68128

RE: Review of "Rotella's Italian Bakery Redevelopment Area Blight and Substandard Determination Study" for the City of La Vista, NE

Dear Bruce;

After reviewing the Rotella's Italian Bakery Redevelopment Area Blight and Substandard Determination Study completed by Hanna: Keelan Associates, it is my professional opinion that the study meets the statutory requirements of the Community Redevelopment Law as presented; provided that the right-of-way (R.O.W.) adjacent to the identified parcels is included in the area description in some manner and not simply assumed to be included.

I would strongly encourage the City of La Vista to verify the adjacent R.O.W. is included in the final form of the study. The inclusion of the R.O.W. by reference will greatly increase the defensibility of the study in my professional opinion if said study were challenged.

I find the criteria presented in the study by Hanna: Keelan to be in conformance with the criteria found in N.R.S. §18-2103 for designating an area as Blighted and Substandard. Thus, the area identified in the study could be designated as Blighted and Substandard. While the Statutes describe a number of criteria or factors which can qualify an area for said designation, it is my professional opinion and understanding that not all of the items are required to be met. This study identifies the presence of the following Substandard Factors:

- Dilapidation/deterioration
- Age or obsolescence
- Inadequate provision for ventilation, light, air, sanitation or open spaces
- Any combination of factors that are detrimental to the public health, safety, morals or welfare

In addition, the study identifies the presence of the following Blight Factors:

- A substantial number of deteriorated or dilapidated structures
- Existence of defective or inadequate street layout (including street conditions)
- Faulty lot layout in relation to size, adequacy, accessibility or usefulness
- Insanitary or unsafe conditions
- Deterioration of site or other improvements
- Improper subdivision or obsolete platting
- The existence of conditions which endanger life or property by fire or other causes
- Other environmental and blighting factors

After reviewing the examples provided showing the presence of these factors, I am in agreement that the area qualifies as blighted and substandard under Nebraska State Statutes.

If you have questions or comments, please contact me at 402.367.5031 or 402.606.6405.

Sincerely yours,

Keith A. Marvin, AICP
President/Project Manager

Marvin Planning Consultants, Inc.

382 North 4th Street
P.O. Box 410
David City, NE 68632
402.367.5031
402.606.6405



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DPAULEY@FRASERSTRYKER.COM

May 12th, 2021

City of LaVista
Attn: Bruce Fountain, AICP
Community Development Director

VIA EMAIL: bfountain@cityoflavista.org

RE: Rotella's Italian Bakery Redevelopment Area Blight Study Submittal

Dear Bruce:

For consideration, we attach the recently completed Blight Study which was commissioned by our client to support their project. The proposed project is a state of the art Cold Storage Facility to be built on property they purchased that adjoins their current campus located in LaVista.

Below is a summary of the planned project to be located on the bakery's campus. The project planned is a state of the art fully automated vertical cold storage facility. This project is part of a larger plan to help increase production and reduce down time. The onsite cold storage facility will help vertically integrate the Rotella business by allowing them to manage and control the storage of product produced, which is critical to their business. Once complete the company expects increased production, efficiency, and employment.

We are submitting a request for Tax Increment Financing to aid in the development of this project, but for TIF the project would not be feasible. The initial estimate of the planned project was approximately ~\$60M, because of the pandemic and record construction cost increases particularly in steel the project has escalated to an estimate of ~\$80M+. The price escalations are very fluid and we as a team continue to monitor the market daily. In addition to the construction cost increases we are facing interest rate risk with possibility of pending inflation, which also poses a threat to the project. Because of these to outside non controllable influences (construction cost increases and interest rate risk) Tax Increment Financing is critical to this project.

May 12th, 2021

Page 2

Once complete this project will not only be one of a kind in Nebraska, but in the mid-west. Housing a automated system that will take the Bakery decades into the future. The facility will also employ up to 25 new FTE's and with the increased production elsewhere we anticipate adding an additional 50 new FTE's to accommodate the new production.

The value of this project's success is that Rotella's Italian Bakery, Inc will be able to maximize its output, increase hiring, increase production, and meet its strategic long-term plans without having to look at other strategic options which could include relocating parts of its operation.

Please let me know if you have any further questions regarding this submittal.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Daniel C. Pauley". The signature is stylized with large, flowing letters.

Daniel C. Pauley
FOR THE FIRM

DCP:

cc: joshb@woodburycorp.com

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 proposed **Rotella's Italian Bakery Redevelopment Area** in the City of La Vista, Nebraska. **The proposed Redevelopment Area will not become official, as per the Law, until the approval of this Study and declaration of blight and substandard of the Area by the La Vista City Council.**

The Rotella's Italian Bakery business has been family owned and operated for 100+ years, providing job opportunities and economic input to the La Vista community. The proposed project for the **Rotella's Italian Bakery Redevelopment Area** will have an estimated development budget of \$60,000,000 and include both the improvement and modernization and construction of new operational facilities. To assist in financing this proposed project, the Rotella family will utilize a mix of both public and private financing. Tax increment financing will be requested of the City of La Vista to assist in funding a share of the proposed redevelopment project. This request will occur proceeding the declaration of blight and substandard and the preparation of both a **Redevelopment Plan** and **Cost Benefit Analysis** and approval of such by the La Vista City Council.

Location

The proposed **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**. The **Area** equals approximately **67 acres**. The **Area** is comprised primarily of industrial land uses, but also includes the historic Portal Cemetery (1879). The proposed **Rotella's Italian Bakery Redevelopment Area** includes the following **Property IDs** of record, as on file with the Sarpy County Assessor's Office, and associated public right-of-ways of five public streets.

011595685	011604937	010944745	010522336
010522603	010522417	010415017	010526153

The proposed **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 **Area**. The majority of these structures are 40+ years of age and have experienced some level of deterioration.



CONTEXT MAP – ILLUSTRATION 1

ROTELLA'S ITALIAN BAKERY REDEVELOPMENT AREA LA VISTA, NEBRASKA



LEGEND



LA VISTA CORPORATE LIMITS



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

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. | ▣ |
| 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. | ▣ |

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.	▣
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 land.	○
8.	Defective or unusual condition of title.	NR
9.	Improper subdivision or obsolete platting.	▣
10.	The existence of conditions which endanger life or property by fire or other causes.	▣
11.	Other environmental and blighting factors.	▣
12.	One of the other five conditions.	◐
	Strong Presence of Factor	◐
	Reasonable Presence of Factor	▣
	Little or No Presence of Factor	○
	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**. The **Area** includes five public streets ranging from “fair” to “good” condition. Approximately 50 percent of parcels front streets in “fair” condition. **East-west through streets do not exist within the interior portion of the Redevelopment Area, resulting in dead end streets, hindering accessibility throughout the Area.** In addition, 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. 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. Aging or deteriorated pipes can create fire flow issues due inadequate water pressures. 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, is considered a legally 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 five 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**. **The proposed Redevelopment Area will not become official, as per the Law, until the approval of this Study and declaration of blight and substandard of the Area by the La Vista City Council.**

The Rotella's Italian Bakery business has been family owned and operated for 100+ years, providing job opportunities and economic input to the La Vista community. The proposed project for the **Rotella's Italian Bakery Redevelopment Area** will have an estimated development budget of \$60,000,000 and include both the improvement and modernization and construction of new operational facilities. To assist in financing this proposed project, the Rotella family will utilize a mix of both public and private financing. Tax increment financing will be requested of the City of La Vista to assist in funding a share of the proposed redevelopment project. This request will occur proceeding the declaration of blight and substandard and the preparation of both a **Redevelopment Plan** and **Cost Benefit Analysis** and approval of such by the La Vista City Council.

Location

The proposed **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**. The **Area** equals approximately **67 acres**. The **Area** is comprised primarily of industrial land uses, but also includes the historic Portal Cemetery (1879). The proposed **Rotella's Italian Bakery Redevelopment Area** includes the following **Property IDs** of record, as on file with the Sarpy County Assessor's Office, and associated public right-of-ways of five public streets.

011595685	011604937	010944745	010522336
010522603	010522417	010415017	010526153

The proposed **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 **Area**. The majority of these structures are 40+ years of age and have experienced some level of deterioration.



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 55.9 acres or 83.4 percent of the total land use in the **Redevelopment Area**. Millard Manufacturing is an industrial building with on-site offices. The Rotella’s Italian Bakery Facility includes a combined office, industrial bakery and retail store within one connected structure. Portal Cemetery includes less than an acre of land and comprises approximately 1.2 percent of the total land area. Streets and public right-of-ways comprise approximately 10.3 acres or 15.4 percent of the **Redevelopment Area**.

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

<u>Land Use</u>	<u>Acres</u>	<u>Percent</u>
Industrial	55.9	83.4%
Streets/Public Right-of-Way	10.3	15.4%
Public/Quasi-Public (Portal Cemetery)	0.8	1.2%
Totals	67.0	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

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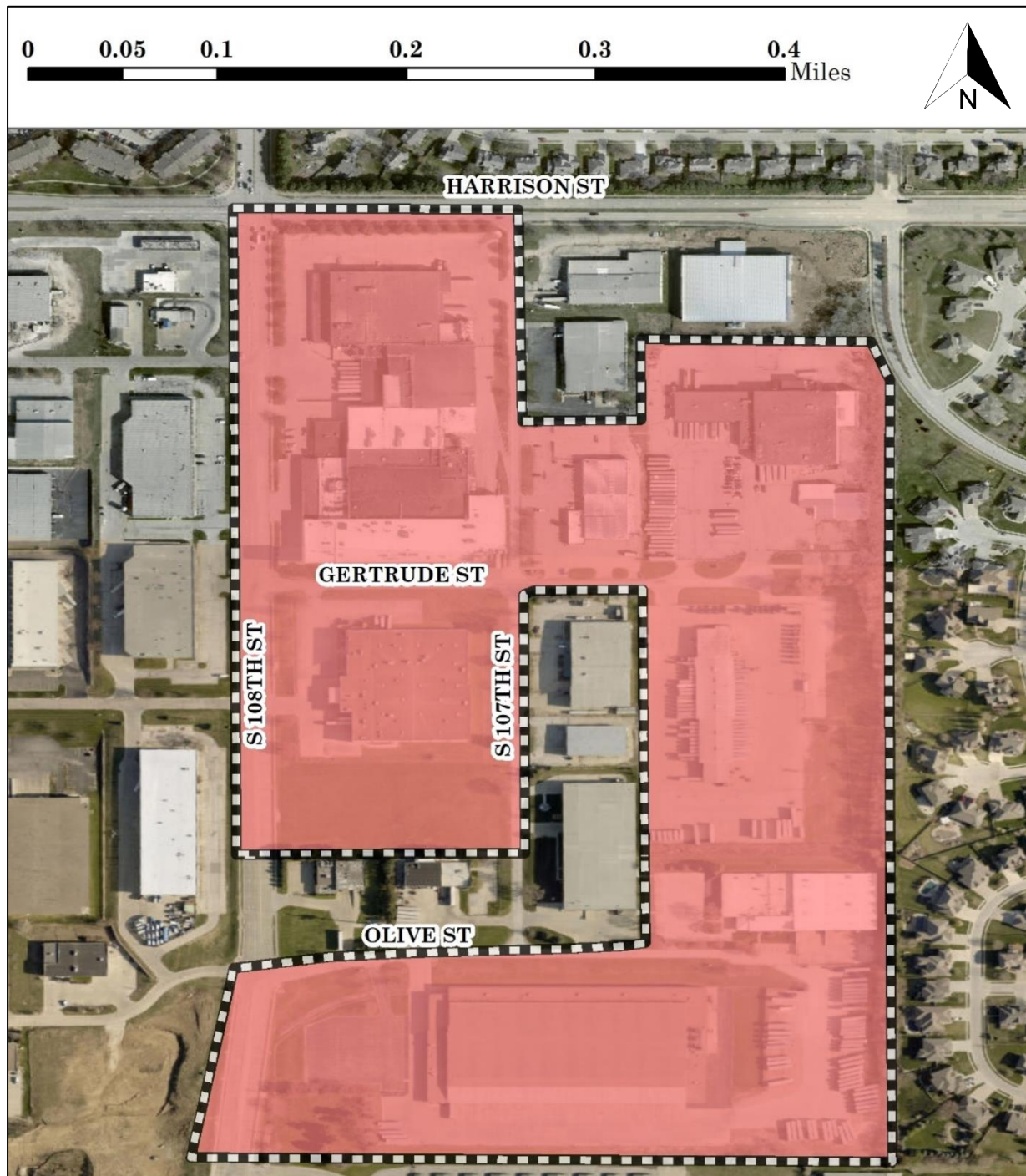
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 Rotella's Italian Bakery Redevelopment Area



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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La Vista, Nebraska
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 67 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.

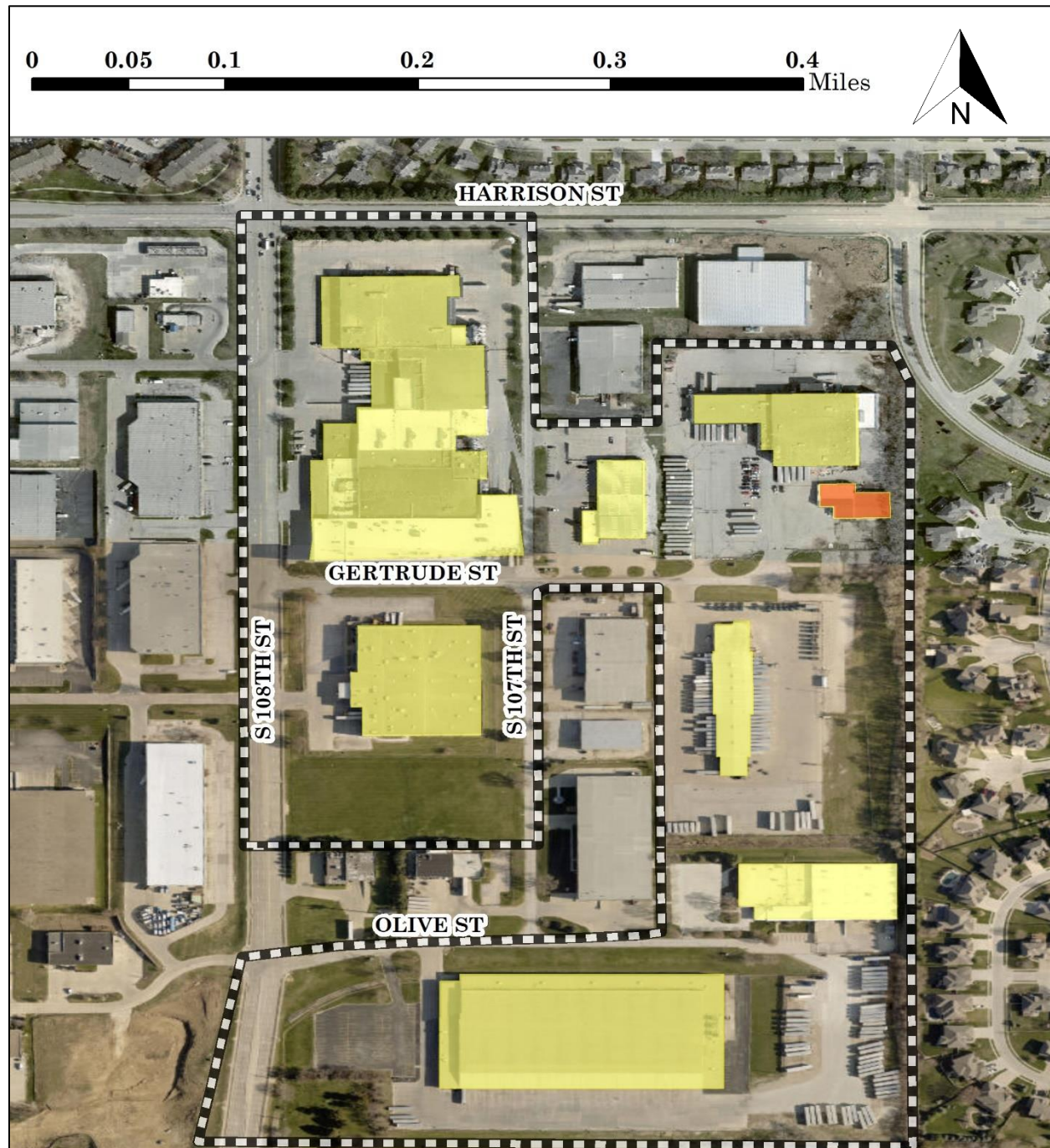
The results of the Structural/Site Conditions Survey indicate deteriorating structures are a reasonable presence throughout Rotella's Italian Bakery Redevelopment Area.



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

Exterior Structural Rating

<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>
Industrial	<u>0</u>	<u>7</u>	<u>1</u>	<u>0</u>	<u>8</u>	<u>8</u>
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.

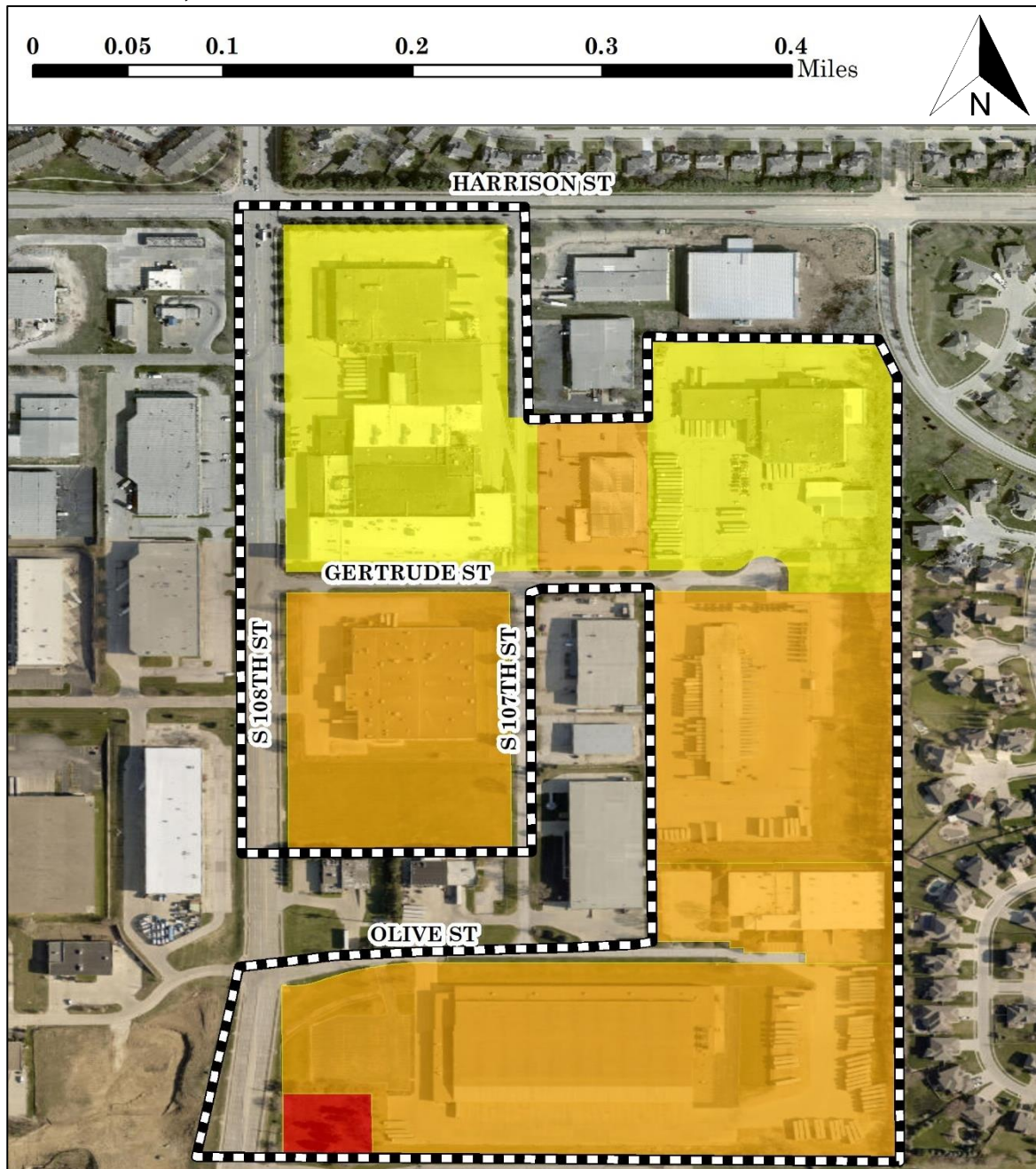
The age and obsolescence of structures is a strong presence throughout the Rotella’s Italian Bakery Redevelopment Area.



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

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

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 was 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**

Exterior Structural Rating

<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>
Industrial	<u>0</u>	<u>7</u>	<u>1</u>	<u>0</u>	<u>8</u>	<u>8</u>
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.



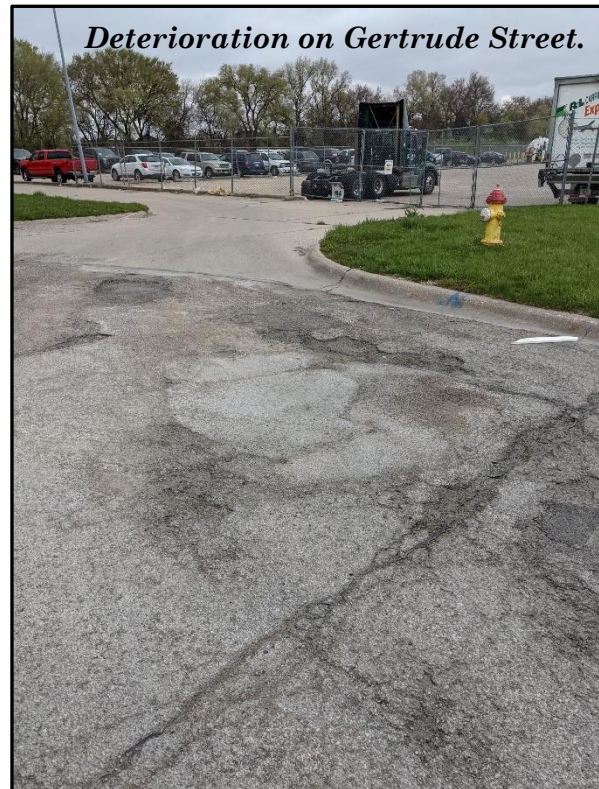
(2) **Existence of Defective or Inadequate Street Layout.**

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. This includes five public streets. Of the eight total parcels, four (50 percent) were found to front streets in "fair" condition. Seven of the parcels 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 Through Streets.**

The interior of the proposed Redevelopment Area lacks east-west through streets, resulting in dead ends and hindering ingress and egress accessibility.

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

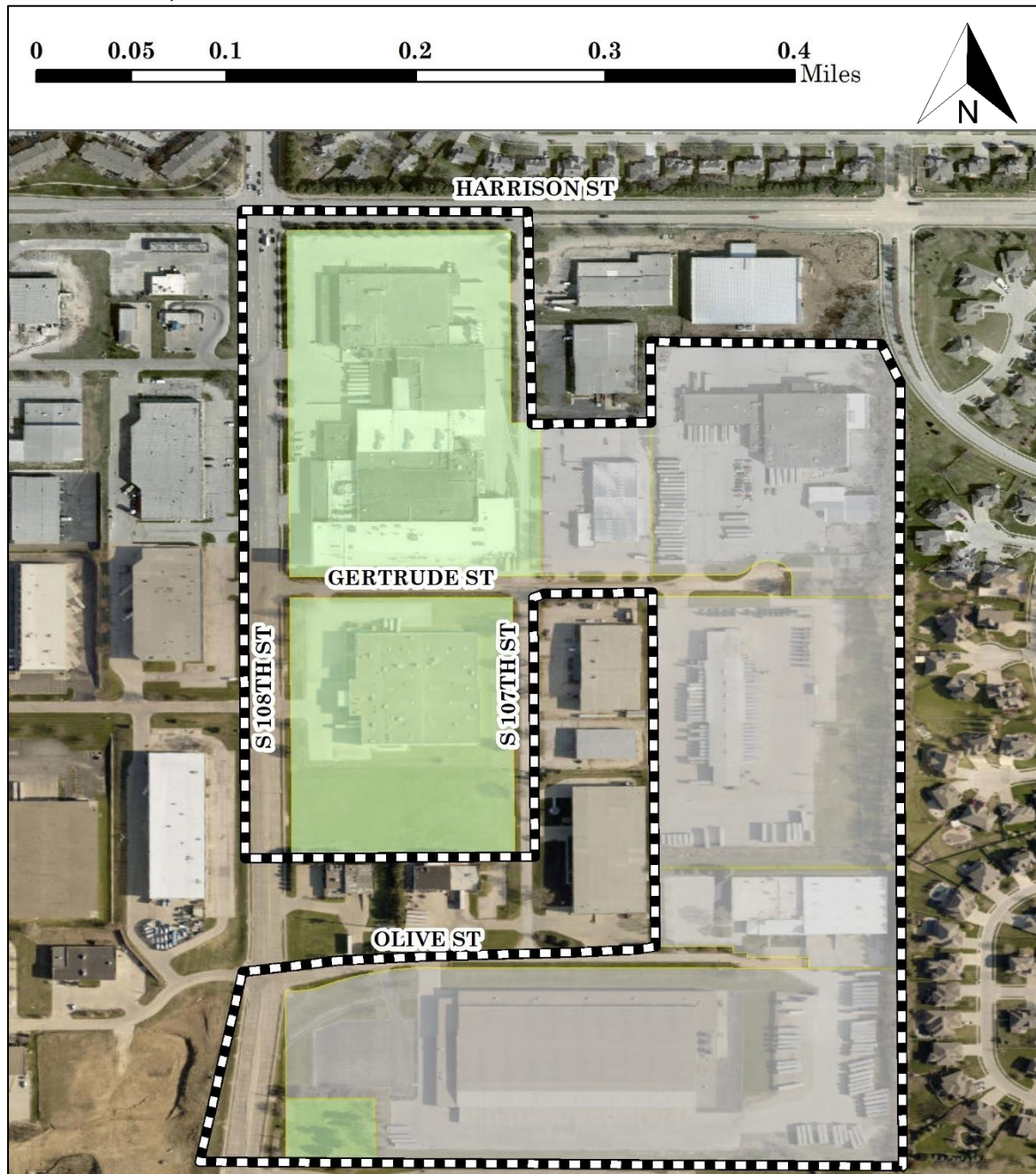
HANNA:KEELAN ASSOCIATES, P.C.
COMMUNITY PLANNING & RESEARCH

* Lincoln, Nebraska * 402.464.5383 *

SIDEWALK CONDITIONS MAP – ILLUSTRATION 8

ROTELLA’S ITALIAN BAKERY REDEVELOPMENT AREA

LA VISTA, NEBRASKA



LEGEND

REDEVELOPMENT AREA BOUNDARY

NO PUBLIC SIDEWALKS

GOOD CONDITION

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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 five 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.

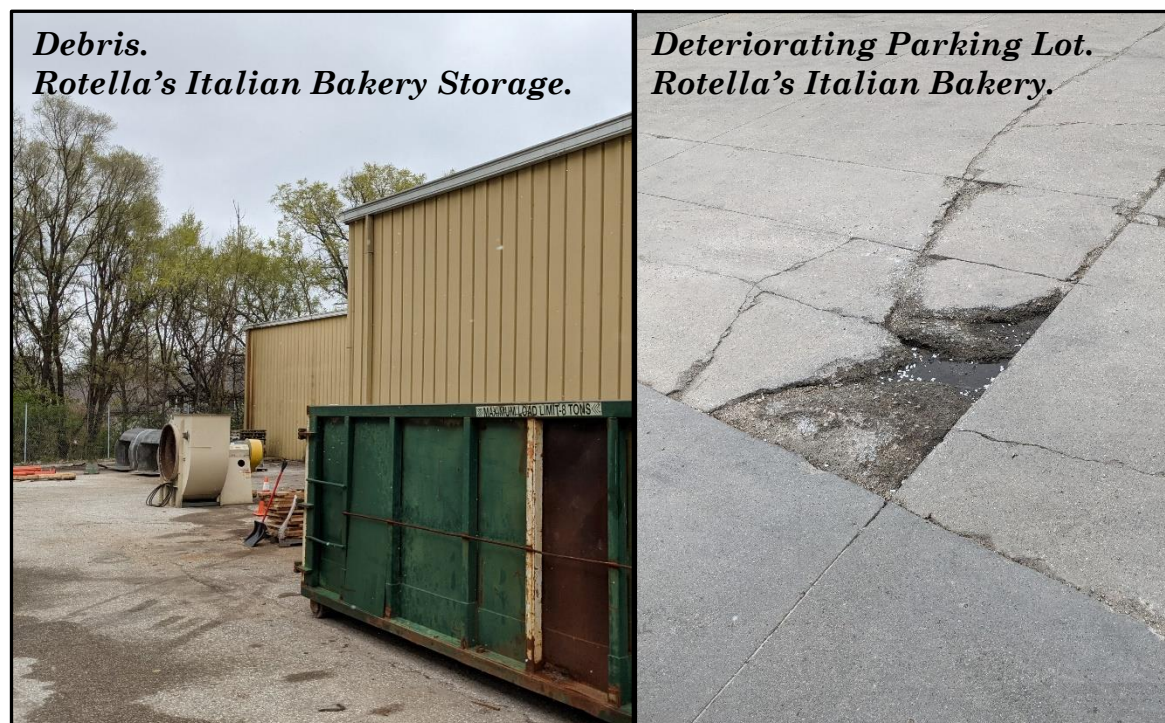
(5) Deterioration of Site or Other Improvements.

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.

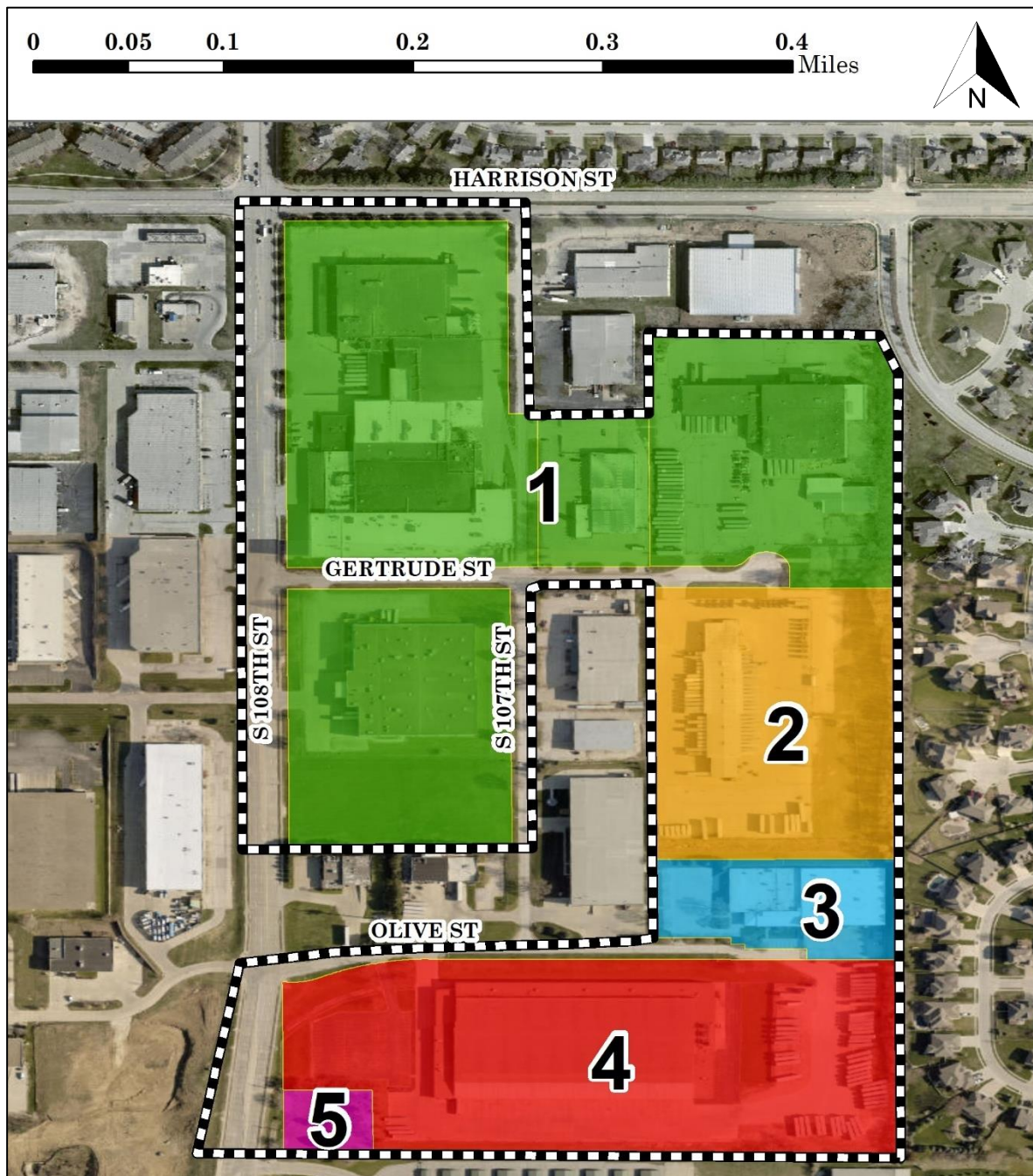
Conclusion.

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

FIVE DISTINCT OWNERS/OWNERSHIP GROUPS

REDEVELOPMENT AREA BOUNDARY

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* Lincoln, Nebraska * 402.464.5383 *

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

(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. A number of the lots in the area were created with deed splits, which is not an allowed method of property division as per the City of La Vista Subdivision Regulations. Hence, they are legally non-conforming.

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 five 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. Aging or deteriorated pipes can create fire flow issues due inadequate water pressures.

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.

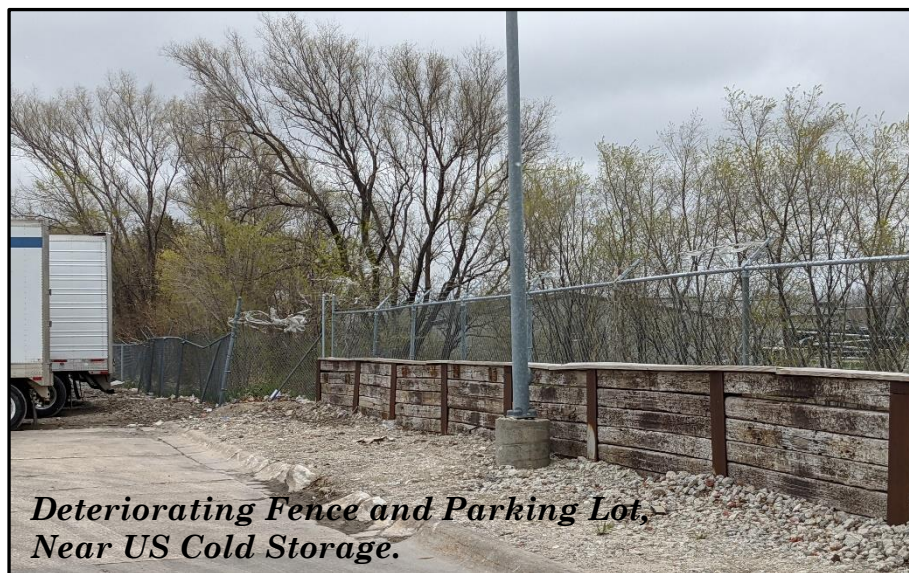
The **Nebraska Community Development Law** includes a statement of purpose regarding additional criterion for identifying blight, viz., "economically or socially undesirable land uses." Conditions which are considered to be economically and/or socially undesirable include: (a) incompatible uses or mixed-use 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 _____ Stone _____ Rolled Asphalt _____ Brick _____ Other						
	Secondary Components	(Critical) Dilapidated	(Major) Deteriorating	Minor	None	Sound
4	Roof					
_____ Asphalt Shingles _____ Rolled Asphalt _____ Cedar _____ Combination _____ Other						
5	Chimney					
6	Gutters, Downspouts					
7	Wall Surface					
_____ Wood _____ Masonry _____ Siding _____ Stucco _____ Combination _____ 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
Excellent	0	0.0%	0	0
Good	5	62.5%	4	1
Fair	3	37.5%	3	0
Poor	0	0.0%	0	0
Total	8	100.0%	7	1

Occupancy	Total	Percent	Industrial	Public/Quasi Public
No Structure	1	12.5%	1	0
Occupied	7	87.5%	6	1
Vacant	0	0.0%	0	0
Total	8	100.0%	7	1

Street Type (Streets)	Total	Percent
None	0	0.0%
Concrete	2	40.0%
Asphalt	3	60.0%
Gravel	0	0.0%
Brick	0	0.0%
Total	5	100.0%

Street Type (Parcels)	Total	Percent	Industrial	Public/Quasi Public
None	0	0.0%	0	0
Concrete	5	62.5%	3	1
Asphalt	3	37.5%	4	0
Gravel	0	0.0%	0	0
Brick	0	0.0%	0	0
Total	8	100.0%	7	1

Street Condition (Streets)	Total	Percent
None	0	0.0%
Excellent	0	0.0%
Good	2	60.0%
Fair	3	40.0%
Poor	0	0.0%
Total	5	100.0%

Street Condition (Parcels)	Total	Percent	Industrial	Public/Quasi Public
None	0	0.0%	0	0
Excellent	0	0.0%	0	0
Good	4	50.0%	3	1
Fair	4	50.0%	4	0
Poor	0	0.0%	0	0
Total	8	100.0%	7	1

Sidewalk Condition	Total	Percent	Industrial	Public/Quasi Public
None	5	62.5%	5	0
Excellent	0	0.0%	0	0
Good	3	37.5%	2	1
Fair	0	0.0%	0	0
Poor	0	0.0%	0	0
Total	8	100.0%	7	1

Debris

	Total	Percent	Industrial	Public/Quasi Public
None	5	62.5%	5	0
Minor	3	37.5%	2	1
Major	0	0.0%	0	0
Total	8	100.0%	7	1

Age of Construction

	Total	Percent	Industrial	Public/Quasi Public
No Age Available	0	0.0%	0	0
1-5 Years	0	0.0%	0	0
5-10 Years	0	0.0%	0	0
10-20 Years	0	0.0%	0	0
20-40 Years	2	25.0%	2	0
40-100 Years	5	62.5%	5	0
100+ Years	1	12.5%	0	1
Total	8	100.0%	7	1

Final Structure Rating

	Total	Percent	Industrial	Public/Quasi Public
Sound	0	0.0%	0	0
Deteriorating - Minor	7	87.5%	7	0
Deteriorating - Major	1	12.5%	1	0
Dilapidated	0	0.0%	0	0
Total	8	100.0%	8	0

Doors

	Total	Percent	Industrial	Public/Quasi Public
None	0	0.0%	0	0
Sound	7	87.5%	7	0
Minor	1	12.5%	1	0
Substandard	0	0.0%	0	0
Critical	0	0.0%	0	0
Total	8	100.0%	8	0

Windows

	Total	Percent	Industrial	Public/Quasi Public
None	2	25.0%	2	0
Sound	5	62.5%	5	0
Minor	1	12.5%	1	0
Substandard	0	0.0%	0	0
Critical	0	0.0%	0	0
Total	8	100.0%	8	0

Porches and Steps

	Total	Percent	Industrial	Public/Quasi Public
None	0	0.0%	0	0
Sound	0	0.0%	0	0
Minor	8	100.0%	8	0
Substandard	0	0.0%	0	0
Critical	0	0.0%	0	0
Total	8	100.0%	8	0

Paint

	Total	Percent	Industrial	Public/Quasi Public
None	0	0.0%	0	0
Sound	1	12.5%	1	0
Minor	7	87.5%	7	0
Substandard	0	0.0%	0	0
Critical	0	0.0%	0	0
Total	8	100.0%	8	0

Driveway and Site

	Total	Percent	Industrial	Public/Quasi Public
None	0	0.0%	0	0
Sound	1	12.5%	1	0
Minor	7	87.5%	7	0
Substandard	0	0.0%	0	0
Critical	0	0.0%	0	0
Total	8	100.0%	8	0

Roof Structure

	Total	Percent	Industrial	Public/Quasi Public
None	0	0.0%	0	0
Sound	1	12.5%	1	0
Minor	7	87.5%	7	0
Substandard	0	0.0%	0	0
Critical	0	0.0%	0	0
Total	8	100.0%	8	0

Wall Foundation

	Total	Percent	Industrial	Public/Quasi Public
None	0	0.0%	0	0
Sound	3	37.5%	3	0
Minor	5	62.5%	5	0
Substandard	0	0.0%	0	0
Critical	0	0.0%	0	0
Total	8	100.0%	8	0

Foundation

	Total	Percent	Industrial	Public/Quasi Public
None	0	0.0%	0	0
Sound	8	100.0%	8	0
Minor	0	0.0%	0	0
Substandard	0	0.0%	0	0
Critical	0	0.0%	0	0
Total	8	100.0%	8	0

Foundation Type

	Total	Percent	Industrial	Public/Quasi Public
None	0	0.0%	0	0
Concrete	8	100.0%	8	0
Stone	0	0.0%	0	0
Rolled Asphalt	0	0.0%	0	0
Brick	0	0.0%	0	0
Total	8	100.0%	8	0

Roof Surface

	Total	Percent	Industrial	Public/Quasi Public
None	0	0.0%	0	0
Sound	2	25.0%	2	0
Minor	6	75.0%	6	0
Substandard	0	0.0%	0	0
Critical	0	0.0%	0	0
Total	8	100.0%	8	0

Roof Type	Total	Percent	Industrial	Public/Quasi Public
None	0	0.0%	0	0
Asphalt Shingles	0	0.0%	0	0
Rolled Asphalt	4	50.0%	4	0
Cedar	0	0.0%	0	0
Combination	0	0.0%	0	0
Metal	4	50.0%	4	0
Total	8	100.0%	8	0

Chimney	Total	Percent	Industrial	Public/Quasi Public
None	8	100.0%	8	0
Sound	0	0.0%	0	0
Minor	0	0.0%	0	0
Substandard	0	0.0%	0	0
Critical	0	0.0%	0	0
Total	8	100.0%	8	0

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

Wall Surface	Total	Percent	Industrial	Public/Quasi Public
None	0	0.0%	0	0
Sound	0	0.0%	0	0
Minor	7	87.5%	7	0
Substandard	1	12.5%	1	0
Critical	0	0.0%	0	0
Total	8	100.0%	8	0

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

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

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

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 3, 2021 AGENDA**

Subject:	Type:	Submitted By:
CONDITIONAL USE PERMIT AMENDMENT – LOT 4 SOUTHPORT EAST REPLAT SIX	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CALE BRODERSEN ASSISTANT PLANNER

SYNOPSIS

A public hearing has been scheduled and resolution prepared for Council to consider an application for an amendment to an existing Conditional Use Permit by Southport Center, LLC and Beyond Golf, LLC to allow for an expansion of the tavern and cocktail lounge known as Beyond Golf located at 12040 McDermott Plaza, #330.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

The existing Conditional Use Permit for Beyond Golf was issued on December 2, 2008 and specifies the specific indoor and outdoor square footage of the use. Josh Galvin with Beyond Golf approached the city about an expansion of their facility, which would require an amendment to the Conditional Use Permit. The proposed expansion would include incorporating the adjacent tenant bay (formerly a chiropractor's office) to add approximately 1,400 square feet of interior space, and an expansion of the outdoor patio to add approximately 1,000 square feet of outdoor space behind the building. A detailed staff report is attached.

The Planning Commission held a public hearing on July 15, 2021 and voted unanimously to recommended approval of the Conditional Use Permit Amendment, as the request is consistent with La Vista's Comprehensive Plan and the Zoning Ordinance.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE CONDITIONAL USE PERMIT FOR SOUTHPORT CENTER, LLC AND BEYOND GOLF, LLC FOR A TAVERN AND COCKTAIL LOUNGE ON LOT 4 SOUTHPORT EAST REPLAT SIX.

WHEREAS, Southport Center, LLC and Beyond Golf, LLC have applied for approval of a Conditional Use Permit amendment for the operation of a tavern and cocktail lounge on Lot 4 Southport East Replat Six, generally located north of the intersection of Eastport Parkway and McDermott Plaza; and

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

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the amendment of the 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 Amendment in form and content submitted at this meeting, with such modifications that the City Administrator or City Attorney may determine necessary or advisable, for Southport Center, LLC and Beyond Golf, LLC to allow for the operation of a tavern and cocktail lounge on Lot 4 Southport East Replat Six.

PASSED AND APPROVED THIS 3RD DAY OF AUGUST 2021.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk



**CITY OF LA VISTA
PLANNING DIVISION
RECOMMENDATION REPORT**

CASE NUMBERS: PCUP21-0003;

FOR HEARING OF: AUGUST 3, 2021
REPORT PREPARED ON: JULY 22, 2021

I. GENERAL INFORMATION

A. APPLICANT(S):

Beyond Golf, LLC
Josh Galvin
12040 McDermott Plaza, #330
La Vista, NE 68128

Southport Center, LLC
John L. Hoich
5410 N. 279th Street
Valley, NE 68064

B. PROPERTY OWNER:

Southport Center, LLC
John L. Hoich
13548 Discovery Drive, STE J
Omaha, NE 68137

C. LOCATION: 12040 McDermott Plaza, #330, La Vista, NE 68128.

D. LEGAL DESCRIPTION: Lot 4 Southport East Replat Six

E. REQUESTED ACTION(S): Approval of a Conditional Use Permit amendment to allow for an expansion of the Beyond Golf establishment, including expansion of both the interior and exterior spaces.

F. EXISTING ZONING AND LAND USE: C-3 Highway Commercial/Office Park District, PUD Planned Unit Development District (Overlay District), and Gateway Corridor District (Overlay District).

G. PURPOSE OF REQUEST: To allow for the expansion of Beyond Golf, considered a "tavern and cocktail lounge", to 5,100 square feet of interior space and 1,400 square feet of exterior patio space, from the previously permitted 3,693 square feet interior space and 375 square feet exterior space.

H. **SIZE OF SITE:** Approximately 2.84 acres.

II. **BACKGROUND INFORMATION**

A. **GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**

<u>Direction From Subject Property</u>	<u>Future Land Use Designation</u>	<u>Current Zoning Designation</u>	<u>Surrounding Development</u>
North	Commercial	C-3 Highway Commercial / Office Park District with a Planned Unit Development Overlay (Overlay District) and a Gateway Corridor Overlay (Overlay District)	Vacant Lots
East	Commercial; Parks & Recreation	C-3 Highway Commercial / Office Park District with a Planned Unit Development Overlay (Overlay District) and a Gateway Corridor Overlay (Overlay District) & TA Transitional Agriculture District and a Gateway Corridor Overlay (Overlay District)	Comfort Suites Hotel & proposed Multi-Sports Complex property
South	Commercial	C-3 Highway Commercial / Office Park District with a Planned Unit Development Overlay (Overlay District) and a Gateway Corridor Overlay (Overlay District)	Sonic Drive-In Restaurant
West	Commercial	C-3 Highway Commercial / Office Park District with a Planned Unit Development Overlay (Overlay District) and a Gateway Corridor Overlay (Overlay District)	Vacant Lot

B. **RELEVANT CASE HISTORY:** Beyond Golf was issued a Conditional Use Permit by the La Vista City Council on December 2, 2008 to construct and operate a “tavern and cocktail lounge” on Lot 4 Southport East Replat Six. The owner of Beyond Golf recently inquired about expanding their tenant bay (both indoor and outdoor spaces), which requires an amendment to this existing Conditional Use Permit.

C. APPLICABLE REGULATIONS:

1. Section 5.12 of the Zoning Regulations – C-3 Highway Commercial/Office Park District
2. Section 5.15 of the Zoning Regulations – PUD Planned Unit Development District (Overlay District)
3. Section 5.17 of the Zoning Regulations – Gateway Corridor District (Overlay District)
4. Article 6 of the Zoning Regulations – Conditional Use Permits

III. ANALYSIS

A. COMPREHENSIVE PLAN: Supporting the expansion of La Vista's local retail, restaurant, and entertainment establishments supports the La Vista Comprehensive Plan Goals Shop-1 and Shop-2, which read: "establish the city as a regional destination" and "establish the city as a place for local shopping and entertainment."

B. OTHER PLANS: N/A.

C. TRAFFIC AND ACCESS:

1. The multi-tenant building located at 12040 McDermott Plaza has driveway access onto Eastport Parkway, McDermott Plaza, and S 123rd Plaza.
2. The outdoor patio shall not impede pedestrian traffic.

D. UTILITIES: N/A

E. PARKING REQUIREMENTS:

1. There are currently 143 parking spaces servicing the multi-tenant commercial building located at 12040 McDermott Plaza, 17 of which are provided off-site, as allowed by the City through the PUD Site Plan approved for Lots 4 & 5 Southport East Replat 6. Per the PUD Ordinance for Southport East Replat 6 & 9 (Ordinance No. 1045), off-street parking shall be provided in the aggregate ratio of four and a half (4.5) off-street parking spaces per one thousand (1,000) square feet of gross leasable floor area. For 12040 McDermott Plaza, this requirement would equate to the provision of 99 off-street parking stalls.
2. Sufficient parking exists for the proposed use, however, in the event that additional parking spaces are warranted by parking demand, the property owner will be required by the City to provide additional parking, per condition 2.f. of the draft Conditional Use Permit attached to this staff report as Exhibit "C".

IV. REVIEW COMMENTS:

- A. The proposed improvements to the outdoor seating area, including the pergola, fencing, and patio furniture, will need to be approved through the City's Design Review process and be in accordance with the Southport East Design Guidelines, the Gateway Corridor District Guidelines, and the PUD Ordinance for Southport East Replats 6 & 9.
- B. Additional information about the proposed use is included in the "Operating Statement" as an attachment to the Draft Conditional Use Permit attached to this staff report as Exhibit "C".

V. STAFF RECOMMENDATION – CONDITIONAL USE PERMIT:

Staff recommends approval of the Conditional Use Permit amendment for Beyond Golf for Lot 4 Southport East Replat Six, as the request is consistent with La Vista's Comprehensive Plan and Zoning Ordinance.

VI. PLANNING COMMISSION RECOMMENDATION – CONDITIONAL USE PERMIT:

The Planning Commission held a public hearing on July 15, 2021 and voted unanimously to recommend approval of the Conditional Use Permit amendment for Beyond Golf for Lot 4 Southport East Replat Six, as the request is consistent with La Vista's Comprehensive Plan and Zoning Ordinance.

VII. ATTACHMENTS TO REPORT:

- A. Vicinity Map
- B. Review Letter
- C. Draft Conditional Use Permit

VIII. COPIES OF REPORT SENT TO:

- A. Josh Galvin, Beyond Golf, LLC
- B. John Hoich, Southport Center, LLC
- C. Public Upon Request

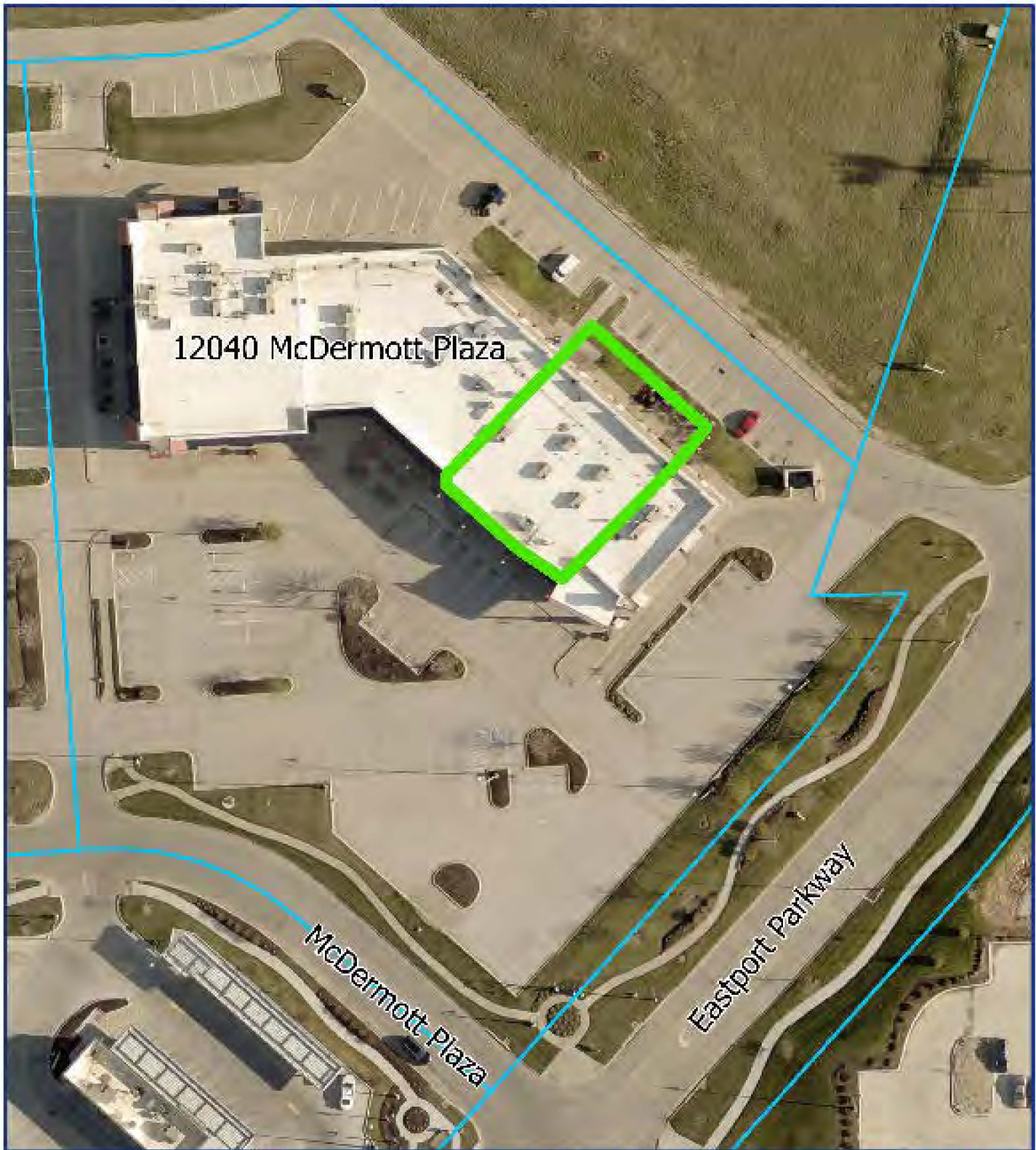


Prepared by: Assistant Planner



Community Development Director



7/26/21
Date



Conditional Use Permit Amendment Vicinity Map



Legend

-  La Vista Parcels
-  Beyond Golf with Expansion





June 24, 2021

Beyond Golf
Attn: Josh Galvin
12040 McDermott Plaza, #330
La Vista, NE 68128

RE: Conditional Use Permit Amendment – Initial Review
Lot 4 Southport East Replat Six

Dear Mr. Galvin,

Thank you for your submittal of the above referenced Conditional Use Permit (CUP) application. Staff has reviewed the initial submittal and has provided the following initial comments:

1. Please update the site plan that was submitted for the patio to include the location of the propose fencing. Please also confirm that the fencing will not block off the sidewalk abutting the building. It will need to be left open for ease of egress along that side of the property.
2. Will the proposed pergola/canopy be attached to the building? If so, it will need to meet the required 10-foot setback per the PUD Ordinance for Southport East Replats 6 & 9. This distance, per the Ordinance, is measured from the back of the curb (please see Exhibit “A” attached to this letter for clarification on where the back of curb is). Please confirm what this distance will be with the proposed pergola.
3. The proposed improvements to the outdoor seating area will need to be approved through the City’s Design Review process and be in accordance with the Southport East Design Guidelines, the Gateway Corridor District Guidelines, and the PUD Ordinance for Southport East Replats 6 & 9. The cut sheet for the approved fence type included in the PUD Ordinance for Southport East Replats 6 & 9 is attached to this letter as Exhibit “B” for your reference. Any proposed alternative fencing must be reviewed and approved by the City’s Design Review Architect for conformance with the intent of the design guidelines.

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

Community Development
8116 Park View Blvd.
402.593.6400 P
402.593.6445 F

Library
9110 Giles Rd.
402.537.3900 P
402.537.3902 F

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

Public Works
9900 Portal Rd.
402.331.8927 P
402.331.1051 F

Recreation
8116 Park View Blvd.
402.331.3455 P
402.331.0299 F

4. There are currently 143 parking spaces servicing the multi-tenant commercial building located at 12040 McDermott Plaza, 17 of which are provided off-site, as allowed by the City through the PUD Site Plan approved for Lots 4&5 Southport East Replat 6. The proposed expansion of Beyond Golf will increase the overall square footage of the use to 6,180, which would mean that 62 spaces are required for this use, in addition to one (1) space per employee on peak shift, per La Vista's Zoning Ordinance. Sufficient parking exists for the proposed use at this time, however, in the event that additional parking spaces are warranted by parking demand, the property owner will be required by the City to construct additional spaces.
5. Please review the site plan attached as Exhibit "C" and confirm that it accurately depicts the boundaries for Beyond Golf's interior and exterior after the proposed expansion.

Please submit a response to this letter and to any questions that are posed above. If you are able to address these questions by the end of the business day tomorrow, Friday, June 25th, this request can be placed on the agenda for the July 15th, 2021 Planning Commission Meeting. Please let me know if you have any questions.

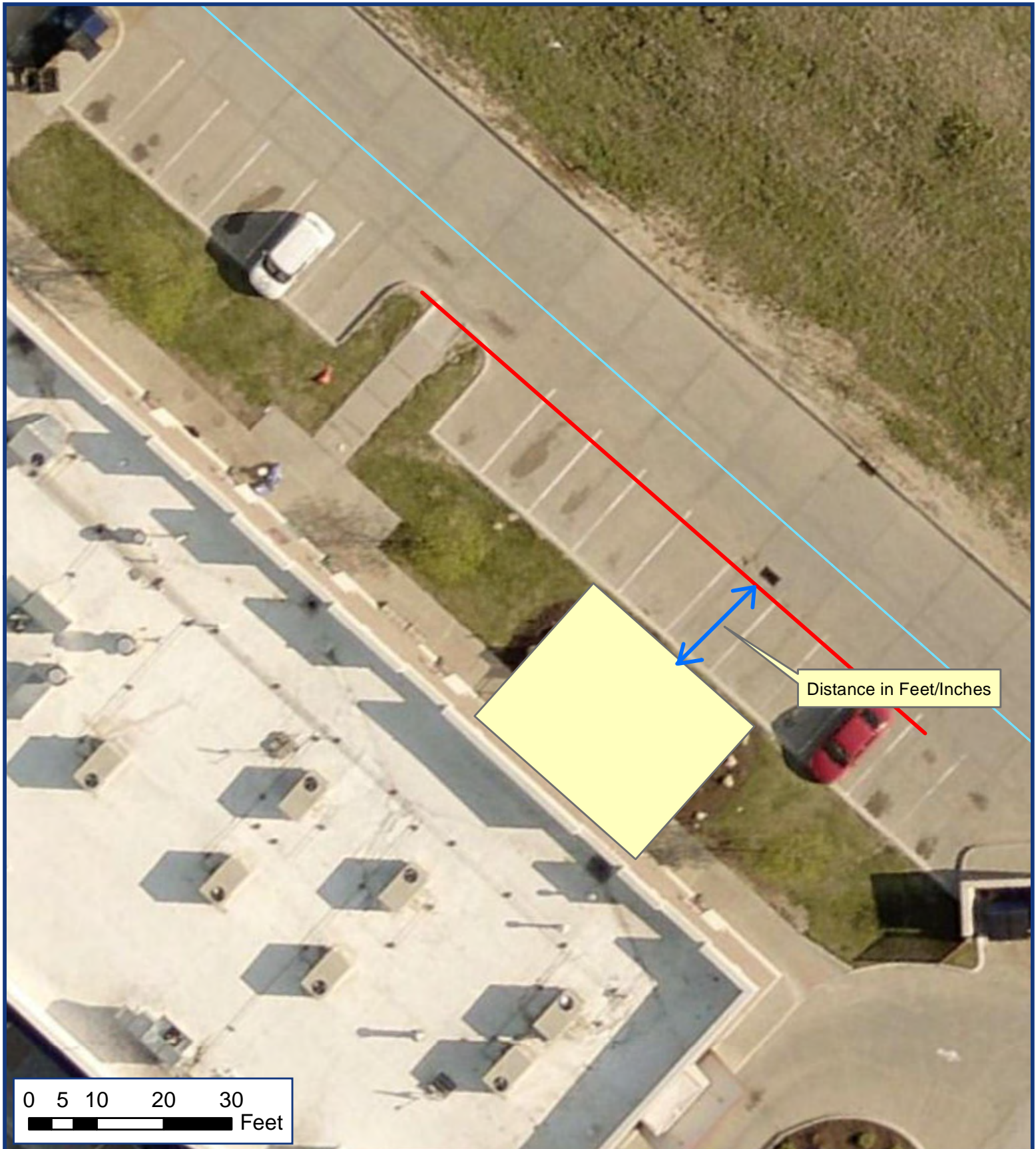
Sincerely,

A handwritten signature in blue ink that reads "Cale Brodersen". The signature is fluid and cursive, with a long horizontal line extending to the right.

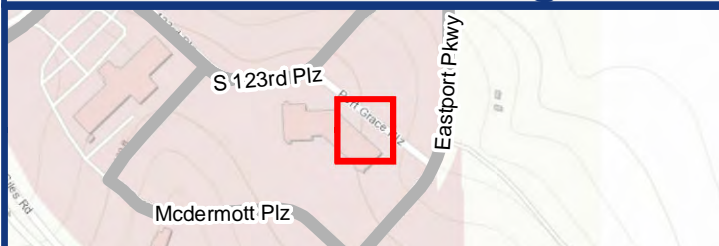
Cale Brodersen
Assistant Planner
City of La Vista
(402) 593-6405
cbrodersen@cityoflavista.org

Cc: Bruce Fountain, Community Development Director
Chris Solberg, Deputy Community Development Director
John Hoich, Southport Center, LLC

Enclosures



Measurement from Pergola to Back of Curb

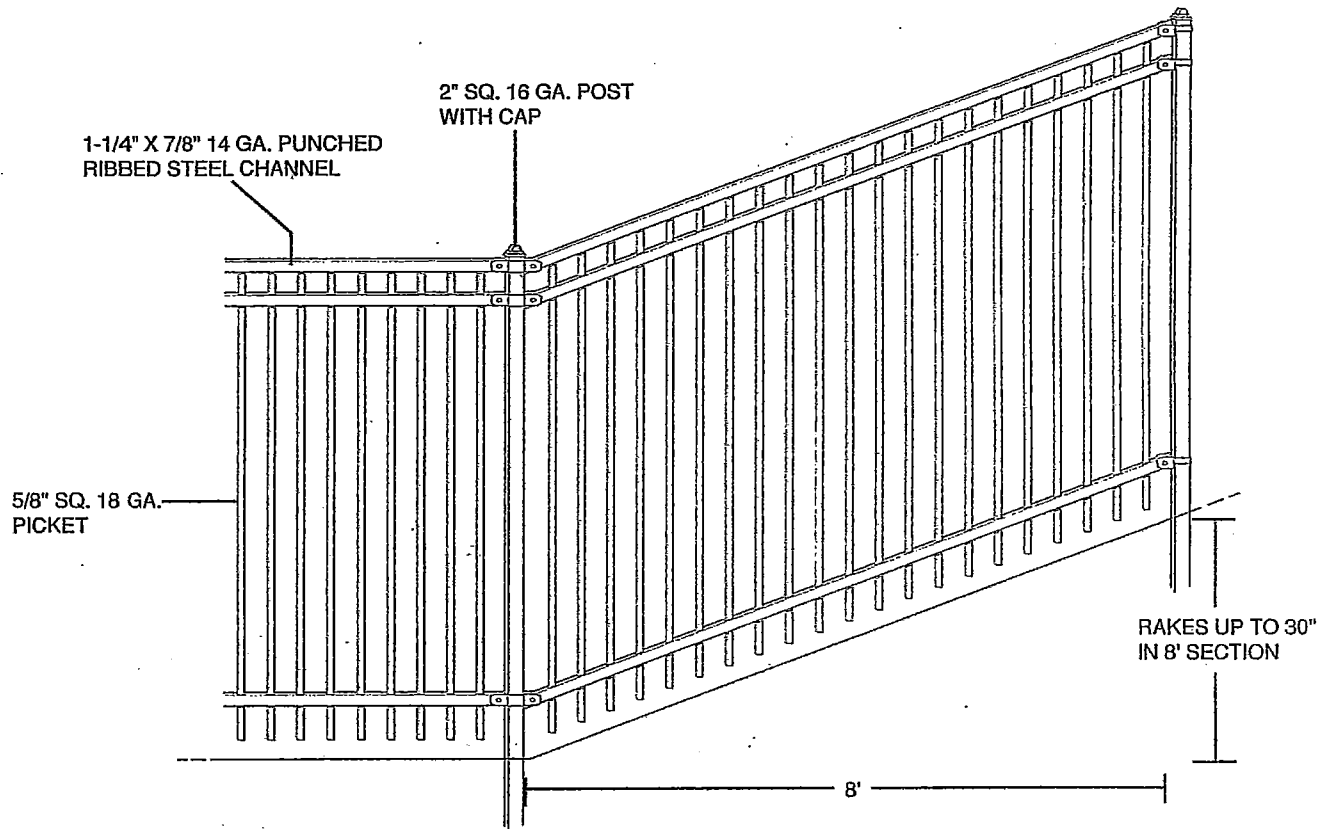


Beyond Golf
CUP App Review
6/24/2021 CB

Exhibit A



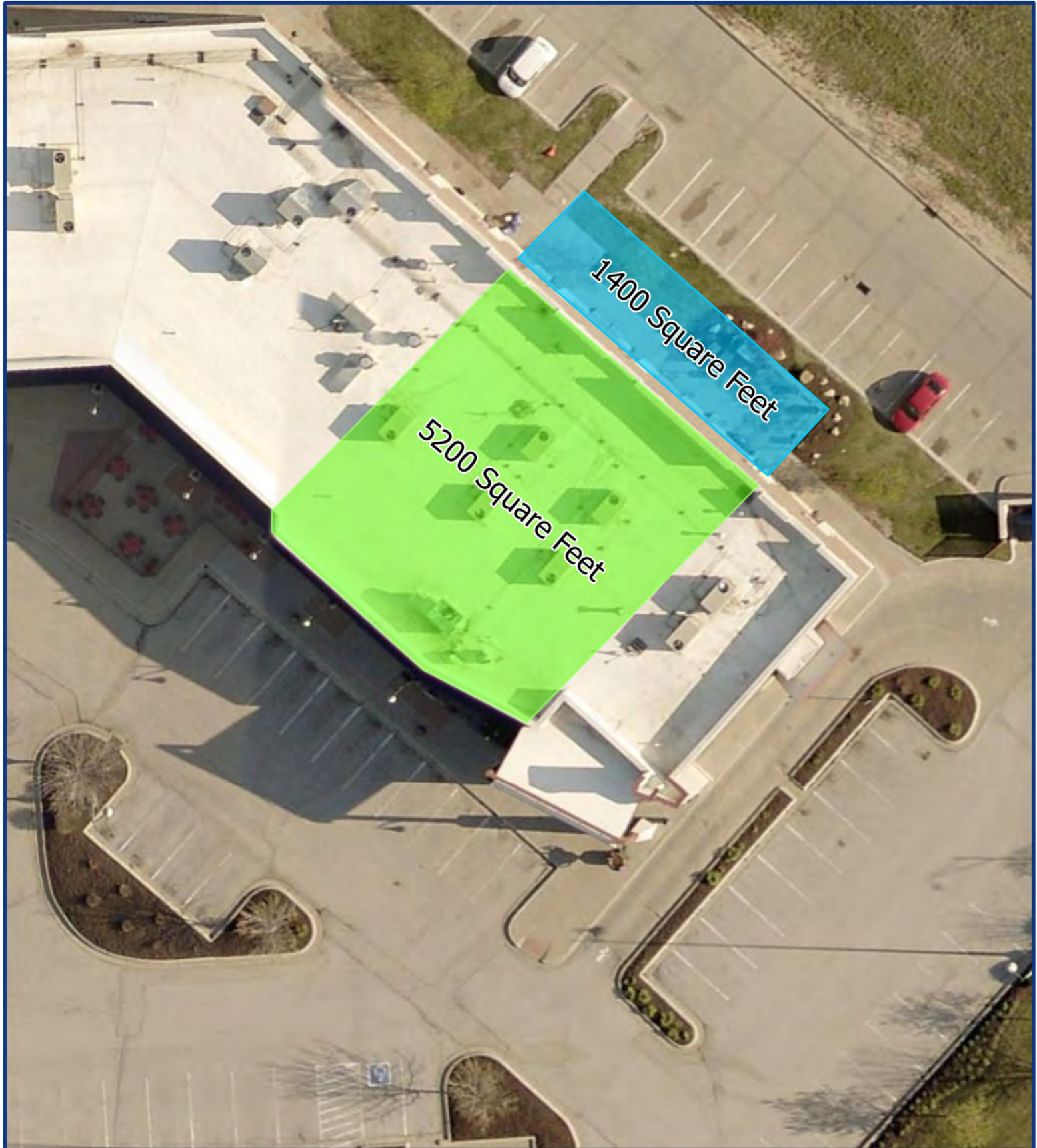
MONTAGE®



- Made from Galvanized Steel and Welded for Extra Strength
- All Terrain Fence (ATF) - Sections are Biasable to 30" in 8'
- Available in 3" Picket Air Space for Increased Protection and Security
- Maintenance-Free, E-Coated Product
- Welded Gates to Match Each Style
- Manufactured in USA

★ 20-Year Limited Warranty★

Exhibit B



Conditional Use Permit Site Plan



Legend

- Beyond Golf Interior
- Beyond Golf Patio

Exhibit C



From: [Josh Galvin](#)
To: [Cale Brodersen](#)
Cc: ["John Hoich"](#); [Christopher Solberg](#); [Bruce Fountain](#)
Subject: [EXT]RE: Beyond Golf CUP Amendment - Initial Review Letter
Date: Thursday, June 24, 2021 1:52:08 PM

Cale,

Thanks for the call and going over this with me. Here are the answers to the questions we discussed:

1. See attached file showing the fencing locations. There will be two gates that are 6' wide allowing for pass through of the common areas against the building. Due to liquor commission regulations the patio must be fully enclosed.
2. The proposed canopy will be attached to the building, but sits roughly 2.5' from the parking lot curb so our clearance of 10' setback should be plenty.
3. Noted and will provide spec sheets prior to building.
4. Noted
5. Correctly depicted.

Josh Galvin

Beyond Golf Bar + Kitchen
402.916.4727

josh@beyondgolf.com

www.beyondgolf.com

"Perfect Golf Weather Now!"



City of La Vista Conditional Use Permit

Conditional Use Permit for a Tavern / Bar for Beyond Golf, LLC

This Conditional Use Permit issued this ____ day of _____, 2021, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska ("City") to, Southport Center, LLC ("Owner"), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner was granted a Conditional Use Permit on December 2, 2008 to construct and operate a tavern and cocktail lounge to be known as Beyond Golf upon the following described tract of land within the City of La Vista zoning jurisdiction:

Lot 4 of Southport East Replat 6; located in the SE ¼ of Section 18, Township 14 North, Range 12 East of the 6th P.M. Sarpy County, Nebraska.

WHEREAS, Owner has applied for an amended conditional use permit for the purpose of increasing the size (square footage) of the indoor and outdoor spaces of the tavern and cocktail lounge; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a revised conditional use permit to the owner for such purposes, subject to certain conditions and agreements as hereinafter provided.

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this conditional use permit is issued to the owner to use the premises designated on Exhibit "A" hereto for a tavern and cocktail lounge, said use hereinafter being referred to as "Permitted Use or Use".

Conditions of Permit

The conditions to which the granting of this permit is subject are:

1. The rights granted by this permit are transferable and any variation or breach of any terms hereof shall cause permit to expire and terminate without the prior written consent of the City (amendment to permit) or unless exempted herein.
2. In respect to the proposed Use:
 - a. A site plan showing the boundaries and extent of the Permitted Use is attached as Exhibit "A".
 - b. Hours of operation for the use will be from 10:30 a.m. – 10:00 p.m. on weekdays and 10:30 a.m. – 11:00 p.m. on Fridays and Saturdays. Hours of operation may be modified upon request to the Community Development Department with approval by the City Administrator.
 - c. The use will be comprised of 5,200 sq. feet of building space and 1400 sq. feet of outdoor patio space, of which 420 square feet will be dedicated to the communal walkway of the patio space.
 - d. Off-street parking shall be provided for the Permitted Use and the number of parking spaces shall be adequate, as determined by the City, to accommodate the patrons and guests of the Permitted Use without negatively impacting or limiting the number of parking spaces for other existing or future tenants.
 - e. Ease of ingress and egress utilizing the sidewalk abutting the building on the northeast corner of the building (adjacent to the patio) must be maintained. Any gates that bisect the walkway must remain unlocked. The layout of the proposed patio expansion, including the location of fences and gates is represented in Exhibit "B", attached to this permit.

- f. Additional off-street parking spaces may be required by the City if warranted by the parking demand, in which case, the owner shall be responsible for constructing additional parking spaces in a manner consistent with a plan approved by the City.
 - g. There shall be no storage, placement or display of goods, supplies or any other material, substance, container or receptacle outside of the facility, except trash receptacles per Appendix P: Site Furnishings in the Southport East Design Guidelines and those approved in writing by the City.
 - h. There shall not be any outside storage of materials. All trash receptacles, benches and planters, as permitted by the Southport East Design Guidelines, shall be placed on property and securely fastened to building or concrete.
 - i. Owner shall obtain all required permits from the City of La Vista and shall comply with any additional requirements as determined by the Chief Building Official, including, but not limited to, building, fire, ADA and FAA.
 - j. Owner shall comply (and shall ensure that all employees, invitees, suppliers, structures, appurtenances and improvements, and all activities occurring or conducted, on the premises at any time comply) with any applicable federal, state and/or local regulations, as amended or in effect from time to time, including, but not limited to, applicable environmental or safety laws, rules or regulations.
 - k. Owner hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the owner, his agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violation on the premises of any environmental or safety law, rule or regulation.
 - l. Any changes to the operation of the Permitted Use outlined in the Operating Statement, attached as Exhibit "C" that are considered minor must be submitted and approved by the City Administrator prior to implementation. Significant changes to the conditions in this permit or the characteristics outlined in the Operating Statement will require an amendment to this Conditional Use Permit.
3. The applicant's right to maintain the use as approved pursuant to these provisions shall be based on the following:
 - a. An annual inspection to determine compliance with the conditions of approval. The conditional use permit may be revoked upon a finding by the City that there is a violation of the terms of approval, if the violation continues after written notice from the City to Owner and a reasonable time was given for Owner to cure such violation.
4. In respect to the Gateway Corridor Overlay District, Southport East Design Guidelines, and PUD Ordinance for Southport East Replat 6 & 9, the design for all exterior building improvements, including the proposed patio pergola, firepits, fencing, and site furniture, will need to be approved through the City's Design Review process.
5. The applicant's right to maintain the use as approved pursuant to these provisions shall be based on the following:
 - a. An annual inspection to determine compliance with the conditions of approval. The conditional use permit may be revoked upon a finding by the City that there is a violation of the terms of approval.
 - b. The use authorized by the conditional use permit must be initiated within one (1) year of approval and shall become void two (2) years after the date of approval unless the applicant has fully complied with the terms of approval.
 - c. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed at owner's expense within twelve (12) months of cessation of the conditional use.

6. Notwithstanding any other provision herein to the contrary, this permit, and all rights granted hereby, shall expire and terminate as to a permitted use hereunder upon the first of the following to occur:
 - a. Owner's abandonment of the permitted use. Non-use thereof for a period of twelve (12) months shall constitute a presumption of abandonment.
 - b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use.
 - c. Owner's construction or placement of a storage tank, structure or other improvement on the premises not specified in this permit.
 - d. Owner's breach of any other terms hereof and his failure to correct such breach within ten (10) days of City's giving notice thereof.
7. In the event of the owner's failure to promptly remove any safety or environmental hazard from the premises, or the expiration or termination of this permit and the owner's failure to promptly remove any permitted materials or any remaining environmental or safety hazard, the City may, at its option (but without any obligation to the owner or any third party to exercise said option) cause the same to be removed at owner's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable) and the owner shall reimburse the City the costs incurred to remove the same. Owner hereby irrevocably grants the City, its agents and employees the right to enter the premises and to take whatever action as is necessary or appropriate to remove the structures or any environmental or safety hazards in accordance with the terms of this permit, and the right of the City to enter the premises as necessary or appropriate to carry out any other provision of this permit.
8. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Miscellaneous

The conditions and terms of this permit shall be binding upon owner, his successors and assigns.

1. Delay of City to terminate this permit on account of breach of owner of any of the terms hereof shall not constitute a waiver of City's right to terminate, unless it shall have expressly waived said breach and a waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.
2. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this permit.
3. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed to the owner as follows:

Contact Name and Address: John L. Hoich
Southport Center, LLC.
5410 N 279th Street
Valley, NE 68064
(402) 677-4848

Effective Date:

This permit shall amend, supersede and replace the Original Conditional Use Permit in its entirety and take effect upon the filing hereof with the City Clerk a signed original hereof.

THE CITY OF LA VISTA

By _____
Douglas Kindig, Mayor

Attest:

Pam Buehe
City Clerk

CONSENT AND AGREEMENT

The undersigned does hereby consent and agree to the conditions of this permit and that the terms hereof constitute an agreement on the part of the undersigned to fully and timely perform each and every condition and term hereof, and the undersigned does hereby warrant, covenant and agree to fully and timely perform and discharge all obligations and liabilities herein required by owner to be performed or discharged.

Owner:
By: _____
Title: _____
Date: _____

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2021, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared Douglas Kindig and Pamela A. Buethe, personally known by me to be the Mayor and City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Agreement, and acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said City.

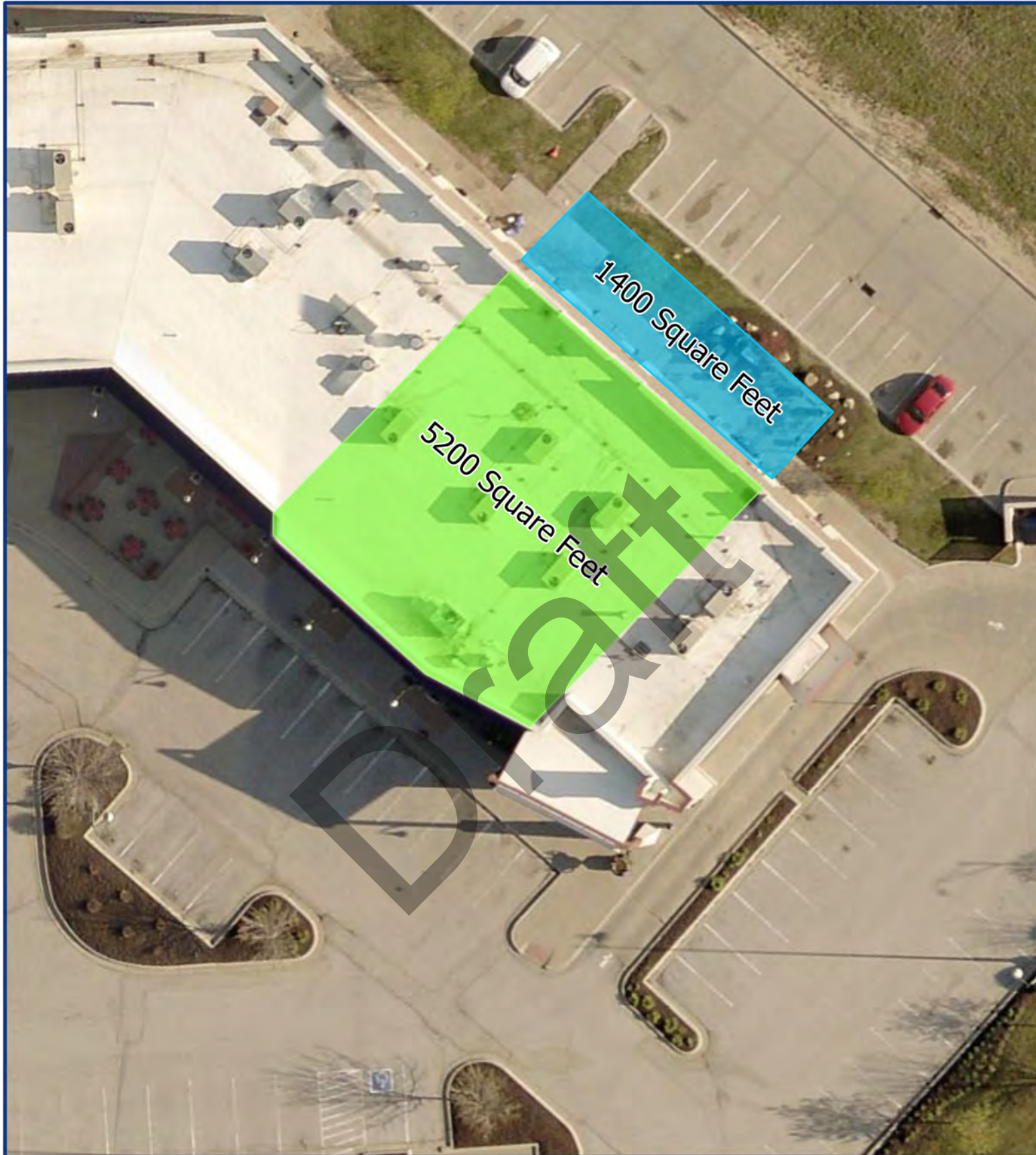
Notary Public

ACKNOWLEDGMENT OF NOTARY

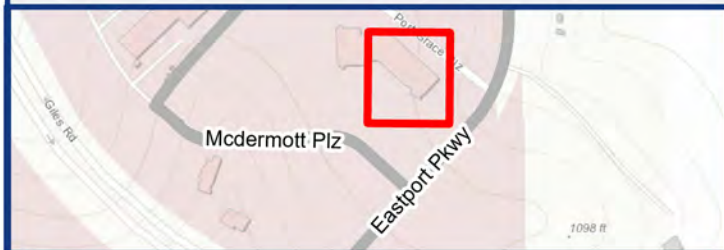
STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2021, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared John L. Hoich personally known by me to be the Owner of Southport Center, LLC, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

Notary Public



Conditional Use Permit Site Plan



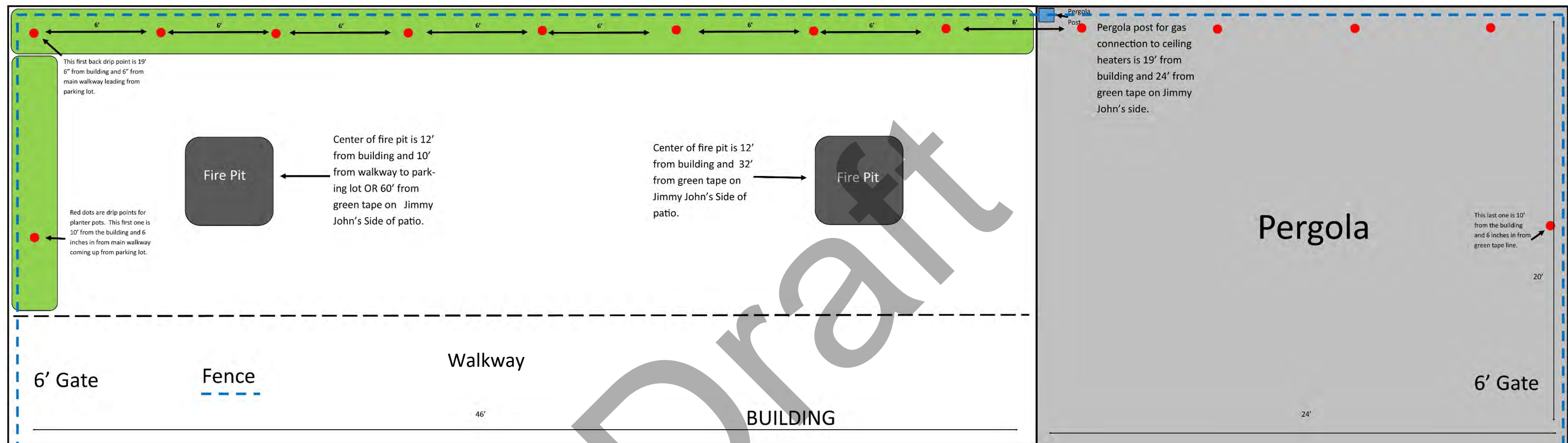
Legend

- Beyond Golf Interior
- Beyond Golf Patio

Exhibit A



Beyond Golf Patio Layout



Beyond Golf is an indoor golf facility featuring five state of the art golf simulators along with a full kitchen and bar. Beyond Golf has been operating in the City of La Vista since January of 2009. We have 5,200 square feet of indoor space and are now hoping to add on to our current patio space that is 500 square feet. We would like to increase that to 1400 square feet of which 420 square feet of that space is communal walk way.

Business at Beyond Golf is somewhat seasonal with winter being our busy season when people can't golf outside. We have always been trying to build our summer business and believe that a bigger and better patio space will help us with that.

Beyond Golf is open seven days a week from 10:30am to 10pm during the week and 11pm on Friday and Saturday. We employ roughly 10-15 employees depending on seasonality.

Draft

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE ADDITION TO THE LIQUOR LICENSE FOR BEYOND GOLF LLC DOING BUSINESS AS BEYOND GOLF IN LA VISTA, NEBRASKA.

WHEREAS, Beyond Golf LLC dba Beyond Golf, 12040 McDermott Plaza, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for an addition to their Liquor License; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the addition to the Liquor License submitted by Beyond Golf LLC dba Beyond Golf, 12040 McDermott Plaza, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 3RD DAY OF AUGUST 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**APPLICATION FOR ADDITION
TO LIQUOR LICENSE**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use

RECEIVED

JUL 19 2021

NEBRASKA LIQUOR
CONTROL COMMISSION

Application:

- Must include processing fee of \$45.00 check made payable to the Nebraska Liquor Control Commission or you may pay online at www.ne.gov/go/NLCCpayport
- Must include a copy of the lease or deed showing ownership of area to be added. This is still required even if it's the same as on file with original application
- Must include simple hand drawn sketch showing existing licensed area and area to be added, must include outside dimensions in feet (not square feet), show direction north.
NO BLUE PRINTS
- May include approval from the local governing body; no addition shall be approved unless endorsed by the local governing body
- Check with your local governing body for any additional requirements that may be necessary in making this request for addition

LIQUOR LICENSE # 82199 CLASS TYPE C
LICENSEE NAME BEYOND GOLF LLC
TRADE NAME BEYOND GOLF BAR + KITCHEN
PREMISE ADDRESS 12640 McDERMOTT PLZ #330
CITY LA VISTA ZIP CODE NE COUNTY SARASOTA
CONTACT PERSON JOHN GAVIN
PHONE NUMBER OF CONTACT PERSON 402-598-7877
EMAIL ADDRESS OF CONTACT PERSON josh@beyondgolf.com



2100007549

- Pk Check -
7/19/2021

1. What is being added?

Explain the type of addition that is being requested, i.e. beer garden, adding to building

EXPANDING PATIO IN REAR OF BUILDING

2. Will this addition cause the location to be within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

☐

YES

☒

NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1).

Must include supplemental Form 134 found at this link: <http://www.lcc.ne.gov/formsdiv.html>

If proposed location is within 300 feet of a campus, the Commission may waive this restriction upon written approval from the governing body of the college or university. (Rev. Stat. 53-177)(1).

Must include supplemental Form 135 found at this link: <http://www.lcc.ne.gov/formsdiv.html>

3. Include a sketch of the area to be added showing:

- ✓ existing licensed area with length & width in feet
- ✓ area to be added with length & width in feet
- ✓ direction north

4. If adding an outdoor area explain:

- ✓ type of fencing SAME AS EXISTING, BRICK METAL
- ✓ height of fence 54"
- ✓ length & width of outdoor area in feet 20' x 70'

12.07 Outdoor area shall mean an outdoor area included in licensed premises, which is used for the service and consumption of alcoholic liquors and which is contained by a permanent fence, wall or other barrier approved by the Commission and shall be in compliance with all building and fire, or other applicable local ordinances.

Rule Chapter 2-012.07

I acknowledge under oath that the premises as added to comply in all respects with the requirements of the act. Neb Rev Stat §53-129

Signature of Licensee or Officer

State of Nebraska

County of Sarpy

July 14, 2021

Date

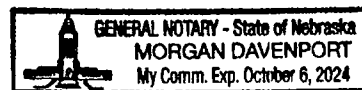
The foregoing instrument was acknowledged before me this

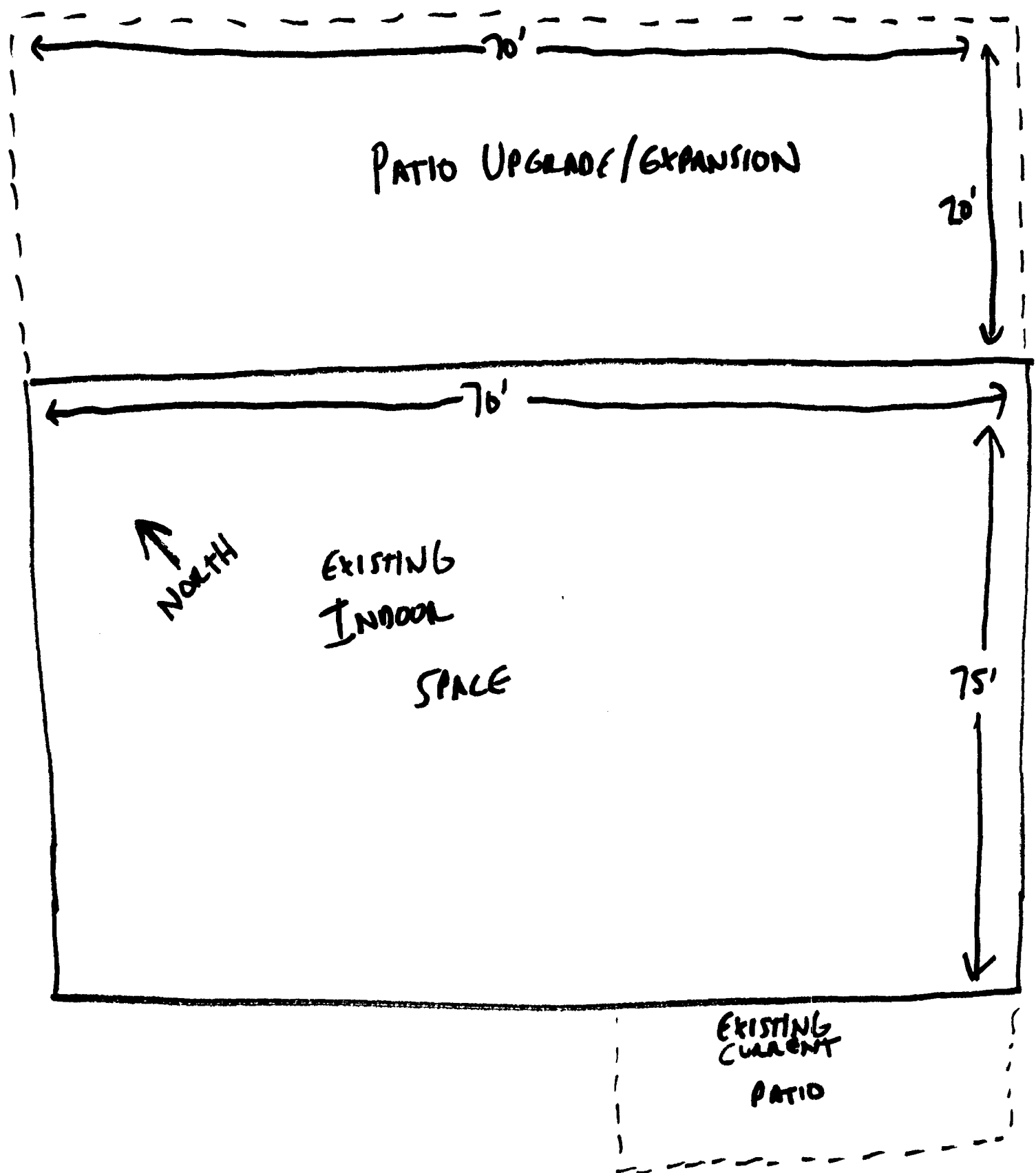
by Joshua Galvin

name of person acknowledged (individual's) signing document

Morgan Davenport
Notary Public signature

Affix Seal





**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 3, 2021 AGENDA**

Subject:	Type:	Submitted By:
AMENDING FY21 - FY22 BIENNIAL BUDGET	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	CINDY MISEREZ FINANCE DIRECTOR

SYNOPSIS

A first reading of the Appropriations Ordinance has been scheduled to consider the proposed amendment to the FY21 – FY22 biennial budget. Only the first reading of the budget ordinance is requested at this time as the final assessed property valuation of the City will not be received from Sarpy County until August 20, 2021.

FISCAL IMPACT

The recommended amended budget for FY21 is \$47,281,594 in all funds, an increase of \$124,542. The recommended amended budget for FY22 is \$66,364,245 in all funds, an increase of \$12,453,221. The total proposed preliminary property tax request for FY22 is for \$10,993,437 which requires a property tax levy of \$0.55 per \$100 dollars of assessed valuation.

In FY22 the owner of a home valued at \$165,000 will pay \$880 in property taxes, or \$73 per month at no increase over the prior fiscal year. The proposed budget has no increase in the property tax levy.

RECOMMENDATION

Approval of first reading of the Appropriations Ordinance.

BACKGROUND

The recommended budget is based on the FY21 & FY22 Biennial Budget provided to the Mayor & Council prior to the Budget Work Session held by the City Council on July 20, 2021. (This information is also included in the packet for the Special Budget Hearing).

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ORDINANCE NO. 1395 AND THE BIENNIAL BUDGET APPROPRIATING THE SUMS OF MONEY DEEMED NECESSARY TO DEFRAY ALL OF THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA FOR THE FISCAL PERIOD BEGINNING ON OCTOBER 1, 2020 AND ENDING ON SEPTEMBER 30, 2021; AND FOR THE FISCAL PERIOD BEGINNING OCTOBER 1, 2021 AND ENDING ON SEPTEMBER 30, 2022, AND SPECIFICALLY TO AMEND AMOUNTS APPROPRIATED FOR THE SECOND YEAR OF SUCH BIENNIAL BUDGET FOR THE FISCAL PERIOD BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022, SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SUCH APPROPRIATIONS ARE MADE AND THE AMOUNT TO BE APPROPRIATED FOR EACH OBJECT OR PURPOSE; SPECIFYING THE AMOUNT TO BE RAISED BY TAX LEVY; PROVIDING FOR THE FILING AND CERTIFICATION OF THE BUDGET AND TAX LEVY HEREIN SENT TO THE STATE AUDITOR AND COUNTY CLERK OF SARPY COUNTY; TO REPEAL INCONSISTENT OR CONFLICTING ORDINANCES OR RESOLUTIONS AS ORIGINALLY ENACTED; AND PRESCRIBING THE TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

Section 1. That (i) the Mayor and City Council find and determine that there are circumstances which could not reasonably have been anticipated at the time the budget for the biennial period was adopted, and proposed revisions to the previously adopted budget statement have been presented and are hereby ratified and affirmed, and (ii) after publication of notice and conducting a public hearing in accordance with applicable requirements, the Mayor and City Council desire to approve the proposed revised budget.

Section 2. That Section 1 of Ordinance No.1395 is hereby amended to revise amounts of the current biennial budget specified for the Fiscal Year beginning October 1, 2021 and ending September 30, 2022 as follows:

“Section 1. That after complying with all procedures required by law, the budget presented and set forth in the budget statements, as amended and on file with the City Clerk, is hereby approved as The Annual Appropriation Bill for the fiscal year beginning October 1, 2020, through September 30, 2021 and the fiscal year beginning October 1, 2021, through September 30, 2022, including summaries and supporting documentation. All sums of money contained in the revised budget statement are hereby appropriated for the necessary expenses and liabilities of the City of La Vista. The following amounts appropriated shall be raised primarily as follows. A copy of the budget document, as amended, shall be forwarded as provided by law to the Auditor of Public Accounts, State Capital, Lincoln, Nebraska, and to the County Clerk of Sarpy County, Nebraska for use by the levying authority.

Fund	Proposed Budget of Disbursements and Transfers FY21	Proposed Budget of Disbursements and Transfers FY22	Amount to be Raised by Property Tax Levy FY21	Amount to be Raised by Property Tax Levy FY22
General Fund	20,247,696.00	23,202,705.00	8,775,537.00	9,994,034.00
Sewer Fund	4,664,908.00	9,595,878.00	0.00	0.00
Sewer Reserve	350,000.00	1,100,100.00	0.00	0.00
Debt Service Fund	4,517,764.00	8,801,170.00	877,554.00	999,403.00
Capital Fund	6,979,445.00	2,971,000.00	0.00	0.00
Lottery Fund	1,103,596.00	1,600,010.00	0.00	0.00
Economic Development	1,082,510.00	467,168.00	0.00	0.00
Off-Street Parking Redevelopment Fund	1,198,065.00 6,234,498.00	10,265,821.00 9,846,866.00	0.00 0.00	0.00 0.00
TIF – City Centre Phase 1	786,500.00	1,321,269.00	0.00	0.00
Qualified Sinking Fund	0.00	0.00	0.00	0.00
Police Academy Fund	116,612.00	192,358.00	0.00	0.00
Total All Funds	47,281,594.00	66,364,245.00	9,653,091.00	10,993,437.00

Section 3. Section 1 of Ordinance No. 1395, and any other ordinance or resolution of the City, or part of any such ordinance or resolution of the City, as previously enacted that is inconsistent or in conflict with this Ordinance is hereby repealed to the extent of the conflict or inconsistency.

Section 4. This ordinance shall take effect from and after passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 3RD DAY OF AUGUST, 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 3, 2021 AGENDA**

Subject:	Type:	Submitted By:
LAND ACQUISITION 120 TH AND OLD GILES ROAD	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A public hearing has been scheduled and a resolution prepared authorizing the execution of a purchase agreement to acquire a 1.41 acre parcel generally located at 120th Street and Old Giles Road for an amount not to exceed \$260,000.

FISCAL IMPACT

The FY21/FY22 Biennial Budget provides funding for this proposed acquisition.

RECOMMENDATION

Approval

BACKGROUND

Staff has determined that property acquisition is necessary to complete work on the 120th and Giles Drainage Improvements project anticipated to be bid in FY 2022 as well as for future phases of Giles Road.

Public Works has in final design the 120th and Giles Road Drainage Improvements project to address drainage concerns from the eastern portion of Southport West affecting Old Giles Road and the northern edge of Papio Valley 1 Business Park. These improvements will reduce flooding problems in the affected areas and will also provide a source for soil fill material and a portion of the Right of Way necessary for the contemplated future widening of Giles Road within the vicinity of this parcel. The property has been surveyed, and an appraisal has been completed on the parcel. The purchase agreement is attached for review.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO AUTHORIZE AND APPROVE THE PURCHASE OF REAL PROPERTY, PURCHASE AGREEMENT AND FURTHER ACTIONS.

WHEREAS, the owner of a parcel of land at 120th and Old Giles Road ("Property") desires to sell the Property to the City, and the City desires to purchase the Property from the owner.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council find and determine that:

- (i) A purchase agreement for the Property has been presented in form and content attached hereto as Exhibit A and incorporated herein by this reference ("Purchase Agreement"); and
- (ii) The Purchase Agreement provides for a purchase price of \$260,000 for approximately 1.41 acres of land, in addition to other terms and conditions; and
- (iii) Nebraska Statutes, among other provisions, requires that the City Council, before purchasing an interest in real property, authorize the acquisition by action at a public meeting after notice and public hearing; and
- (iv) The City published notice of public hearing on the proposed purchase of the Property, to be held during the regular City Council meeting on August 3, 2021; which notice is hereby approved, and public hearing was held and completed before consideration of this Resolution; and
- (v) All applicable statutory requirements related to the proposed purchase have been satisfied.

BE IT FURTHER RESOLVED, that, in consideration of the foregoing, the Mayor and City Council hereby adopt and approve the Purchase Agreement, subject to any modifications the City Administrator from time to time determines necessary or appropriate, and authorize and approve the purchase of the Property for the amount and on such other terms and conditions as set forth in said Purchase Agreement. Without limiting the foregoing, authorization to purchase the Property shall be subject to timely satisfaction of any conditions set forth in the Purchase Agreement, to the satisfaction of the City Administrator or her designee.

BE IT FURTHER RESOLVED, that the Mayor or City Administrator, or his or her designee, is hereby authorized to take all actions he or she determines necessary or appropriate to perform the Purchase Agreement or carry out the Resolution approved herein.

PASSED AND APPROVED THIS 3RD DAY OF AUGUST 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

STATE OF NEBRASKA
LOCAL POLITICAL SUBDIVISION
TOTAL ACQUISITION CONTRACT

Copies to:

1. [N/A]
2. Owner
3. Buyer

Project No.: 120th and Giles Total Acquisition
Control No: N/A
Tract No.: 1

THIS CONTRACT, made and entered into this ____ day of _____, 2021,
by and between, GILES 120, LLC, a Nebraska limited liability company
Address: 2211 Thurston Circle, Bellevue, Nebraska 68005
hereinafter called the OWNER, and the CITY OF LA VISTA, a municipal
corporation in the State of Nebraska, hereinafter called the BUYER.

TOTAL ACQUISITION

1. In consideration of the payment or payments specified below, the OWNER hereby agrees to execute and deliver to the BUYER a warranty deed which will be prepared and furnished by the BUYER for fee simple title to certain real estate described in:

SEE ATTACHED EXHIBIT "A" (the "Property")

2. As the entire consideration for the above described Property, the BUYER agrees to pay to the OWNER the sum of **TWO HUNDRED SIXTY THOUSAND and NO/100 DOLLARS (\$260,000.00)** upon receipt of a deed from the OWNER and from such sum said OWNER authorizes the BUYER to withhold, deduct and pay on behalf of the OWNER those amounts due and owing for taxes, claims of record, and judgments to claimant, county or city. That the OWNER agrees that payment of the above sum by the BUYER to the OWNER shall relieve the BUYER of all further obligations of claims on this Property and account and any further claims arising shall be the responsibility of the OWNER and the BUYER shall be held harmless by the OWNER on any future claims, taxes or judgments on this Property.

3. The date of execution of this contract shall be the date when the same is signed on behalf of the BUYER as set out below. The closing of the transaction contemplated by this contract shall occur on such date and time as mutually agreed upon by both OWNER and BUYER, which shall be on or before ten (10) days after satisfaction or waiver of each item upon which this contract by its terms is contingent or conditioned (the "Closing" or the "Closing Date"). OWNER shall deliver possession of the Property to BUYER on the Closing Date, at which time the OWNER shall not refuse the BUYER entry or in any way hinder the BUYER from entering. OWNER and BUYER acknowledge and understand that, at Buyer's option, the Closing may be an escrow closing handled by Nebraska Title Company or such other title company or agent selected by BUYER ("Title Company/Escrow Agent").

a. If any other party shall hold any encumbrance against the aforementioned Property at the time of delivery of the deed, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrances shall in writing waived his/her right to receive such payment. The OWNER agrees not to further encumber the Property in any manner, nor create any other interests therein, except that OWNER may transfer ownership of the Property to a Nominee to carry out a "like-kind exchange" as described in Section 10 below, or Owner may divide, separate and transfer ownership of the Property by properly recorded deed to one or more members of, or other persons or entities related to, OWNER ("Transferee"), prior to closing if desired (any such transfer pursuant to this subsection 3(a) shall be referred to in this Agreement as a "Permitted Transfer"), and upon notice of such occurrence Buyer will pay the purchase price to each Nominee or Transferee holding title to the Property at closing pursuant to a properly recorded deed; provided, however, if the Property is transferred to more than one Nominee or Transferee, the purchase price will be divided and paid to each such Nominee or Transferee pro rata in proportion to each Nominee's or Transferee's respective ownership interest in the Property. It is expressly understood that time is of the essence in this contract.

b. Rental agreements, modification or extensions of time pertaining to entry or to possession, if any, shall be made by separate written contract and the time and terms of entry or for taking possessions set forth in such separate contract shall prevail. Notwithstanding anything in this contract to the contrary, OWNER represents to BUYER that the Property is not subject to any rental agreements, modifications or extensions, or any other encumbrances or liens that are not of record, which representation shall survive and continue in effect through Closing.

4. This contract shall be conditioned upon the happening of each of the following events, which if any of the same have not occurred within the time(s) stated, this contract shall be null and void, and any deposit shall be returned to BUYER.

a. Due Diligence: BUYER will have sixty (60) days after OWNER's acceptance of this offer (the "Inspection Period") to inspect the Property and complete any surveys, engineering, environmental, and such other studies as BUYER in its discretion requires. If BUYER, in BUYER's sole discretion, determines the Property is unsuitable, BUYER may terminate this offer by giving OWNER written notice during the Inspection Period and any deposit thereupon shall be refunded to BUYER. During the Inspection Period, BUYER or BUYER's agents shall have the right to enter upon the Property at reasonable times to perform such surveys, investigations and inspections as BUYER deems necessary or appropriate. BUYER will promptly repair any damages to the Property caused by such investigations and inspections. BUYER will not permit any liens or encumbrances to arise against the Property in connection with such investigations and inspections, and BUYER shall indemnify, defend and hold OWNER harmless from and against any and all loss, liability and costs relating to BUYER's (or BUYER's agents', employees' or representatives') entries, investigations, and inspections of the Property.

b. Board Approval: This contract is contingent upon BUYER providing statutory notice, conducting a public hearing and obtaining approval of this contract by the La Vista City Council within sixty (60) days following OWNER's acceptance below. If the La Vista City Council does not approve this contract, BUYER will provide notice of same to OWNER in writing and this contract thereupon shall become null and void and BUYER shall receive a refund of any deposit.

5. BUYER intends to procure a current owner's title insurance commitment as soon as practicable to insure – in the full amount of the purchase price – that OWNER has marketable title to the Property. Within the latest of fourteen (14) calendar days after receipt of such commitment, fourteen (14) calendar days after receipt of an updated commitment after a Permitted Transfer pursuant to subsection 3(a) above, or fourteen (14) calendar days after BUYER and OWNER both have accepted and signed this contract, BUYER shall notify OWNER in writing of defects, if any, in the title. BUYER agrees that should any title defect(s) exist, OWNER shall have a reasonable time to correct the defect(s), not to exceed 30 days from the date of the notice by BUYER to OWNER of the defect(s). If the title defect(s) is/are not cured within such time period, BUYER at its option may declare this contract null and void and any cash deposit shall be returned to BUYER.

OWNER represents that OWNER has, and that any transferee of the Property pursuant to a Permitted Transfer described in subsection 3(a) shall have, good, valid and marketable title to the Property, in fee simple, and OWNER agrees to convey, and that any transferee shall convey, marketable title to the Property in fee simple to BUYER by warranty deed free and clear of all liens, encumbrances, encroachments and special taxes levied or assessed (except those easements, building and use restrictions, and covenants now of record accepted by BUYER), which representation shall survive and continue in effect through Closing. The cost of the owner's policy of title insurance shall be paid in full by BUYER. OWNER shall cooperate with BUYER and the title insurance company by providing and executing any documents that such insurer reasonably may require for the issuance of such title insurance.

6. Until the BUYER shall take possession and the OWNER or tenant continues to occupy the Property during such period, the OWNER agrees: to keep the Property free of liens, damage and waste during such period; to assign the policy of insurance in force on this Property to the BUYER; to notify such insurance carrier of such assignment.

7. The BUYER agrees to pay all expenses for abstracts of title and other Closing cost, if required, for this Property.

8. This contract shall be binding on both parties, and on their respective successors and assigns, as soon as it is signed by both parties and, in signing this contract, the OWNER places no reliance upon any promises, verbal agreements or understanding except as set forth in this contract. OWNER, prior to Closing and in connection with any Permitted Transfer, may assign this contract to any Nominee or Transferee holding title to the Property at Closing, as indicated by one or more properly recorded deed, in which case each such Nominee or Transferee shall carry out the duties of OWNER and convey the Property to BUYER at Closing.

9. This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

10. OWNER's 1031 Exchange. A material part of the consideration to OWNER for selling the Property is that OWNER shall have the option to elect to qualify the transaction as part of a "like-kind exchange" pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended. To affect such an exchange, OWNER may assign this Agreement to a nominee or qualified

intermediary of OWNER's choice ("Nominee"). Such an assignment shall be made in writing. Buyer shall receive notice of such assignment and agrees to accept assignment and to reasonably cooperate with OWNER and/or the Nominee in connection with qualifying the transaction as part of a "like-kind exchange" pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended; provided, however, that Buyer shall not be required to accept title to any other or additional property or to incur any additional costs, expenses, liability or obligation with respect to such a 1031 exchange. Nothing stated herein shall be deemed to amend, change or modify either party's rights or obligations under this Agreement other than to accept performance by such Nominee that complies with the requirements hereof. The parties agree that OWNER shall be solely responsible for determining and carrying out proper tax treatment of transactions in connection with this Agreement in accordance with applicable state or federal laws, regulations, or other guidance; the enforceability of this Agreement by either party is not contingent upon qualification for a "like-kind exchange" pursuant to Section 1031 of the Internal Revenue Code of 1986, amended; and that OWNER unconditionally guarantees to the full and timely performance by its Nominee of each and every obligation under this Agreement to be performed by such Nominee, which guarantee along with any agreement to indemnify, defend, or hold harmless shall survive any closing.

REMARKS

THIS IS A LEGAL AND BINDING CONTRACT - READ IT.

The representative of the BUYER, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the BUYER.

OWNER: Giles 120, LLC
A Nebraska Limited Liability Company

Martin Giff

Digitally signed by Martin Giff
DN: cn=Martin Giff, o, ou,
email=mgiff@giffps.com, c=US
Date: 2021.07.12 09:29:36 -0600

BY: _____
Martin Giff, Managing Partner

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Dated this _____ day of _____, 2021, before me, a General Notary Public duly commissioned and qualified, came **Martin Giff, Managing Partner of Giles 120, LLC, a Nebraska Limited Liability Company**, to me personally known to be the respective officer of said Limited Liability Company and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his respective voluntary act and deed as such officer and the voluntary act and deed of said Limited Liability Company.

WITNESS my hand and Notarial Seal the day and year above written.
(S E A L)

NOTARY PUBLIC

BUYER: City of La Vista,
A Municipal Corporation in the State of Nebraska

BY: _____
Douglas D. Kindig, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Dated this _____ day of _____, 2021, before me, a General Notary Public, duly commissioned and qualified, personally came **Douglas D. Kindig, Mayor of the City of La Vista, a Municipal Corporation in the State of Nebraska**, to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.
(S E A L)

NOTARY PUBLIC

EXHIBIT "A"

A TRACT OF LAND LOCATED IN THE SOUTHEAST ONE QUARTER (SE1/4) OF SECTION EIGHTEEN (18), TOWNSHIP FOURTEEN (14) NORTH, RANGE TWELVE (12) EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION EIGHTEEN (18), THENCE SOUTH 87 DEGREES 15 MINUTES 02 SECONDS WEST (ASSUMED BEARING) FOR 32.90 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST ONE QUARTER (SE1/4) OF SAID SECTION EIGHTEEN (18); THENCE NORTH 02 DEGREES 44 MINUTES 58 SECONDS WEST FOR 33.00 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 87 DEGREES 15 MINUTES 02 SECONDS WEST FOR 511.92 FEET ALONG A LINE 33.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST ONE QUARTER (SE1/4); THENCE EASTERLY ALONG A 4,759.24 FOOT RADIUS CURVE TO THE LEFT HAVING AN ARC DISTANCE OF 114.13 FEET (CHORD BEARING NORTH 61 DEGREES 53 MINUTES 36 SECONDS EAST, 114.13 FEET); THENCE EASTERLY ALONG A 5,760.54 FOOT RADIUS CURVE TO THE LEFT HAVING AN ARC DISTANCE OF 306.72 FEET (CHORD BEARING NORTH 59 DEGREES 39 MINUTES 36 SECONDS EAST, 306.68 FEET); THENCE SOUTH 60 DEGREES 00 MINUTES 26 SECONDS EAST FOR 163.23 FEET; THENCE SOUTH 02 DEGREES 34 MINUTES 16 SECONDS EAST FOR 102.64 FEET ALONG A LINE 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST ONE QUARTER (SE1/4) TO THE POINT OF BEGINNING, ALSO KNOWN AS TAX LOT 15.

AND TOGETHER WITH A TRACT OF LAND LOCATED IN THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION EIGHTEEN (18), TOWNSHIP FOURTEEN (14) NORTH, RANGE TWELVE (12) EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION EIGHTEEN (18), THENCE SOUTH 87 DEGREES 15 MINUTES 02 SECONDS WEST (ASSUMED BEARING) ALONG THE SOUTH LINE OF SECTION EIGHTEEN (18) FOR 44.68 FEET; THENCE NORTH 78 DEGREES 41 MINUTES 51 SECONDS WEST 45.57 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 733.00 FEET, AN ARC LENGTH OF 179.77 FEET, AND A LONG CHORD BEARING NORTH 85 DEGREES 43 MINUTES 24 SECONDS WEST FOR 179.32 FEET TO A POINT ON ROAD RIGHT-OF-WAY BEING 33.00 FEET NORTHERLY OF THE SOUTH LINE OF SECTION EIGHTEEN (18); THENCE ALONG ROAD RIGHT-OF-WAY ON THE FOLLOWING TWO (2) COURSES: (1) NORTH 87 DEGREES 15 MINUTES 02 SECONDS EAST 233.97 FEET; (2) THENCE NORTH 02 DEGREES 34 MINUTES 16 SECONDS WEST ALONG A LINE 33.00 FEET WESTERLY OF THE EAST LINE OF SECTION EIGHTEEN (18) FOR 102.64 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 26 SECONDS EAST 39.15 FEET TO THE EAST LINE OF SECTION EIGHTEEN (18); THENCE SOUTH 02 DEGREES 34 MINUTES 16 SECONDS EAST 114.46 FEET TO THE POINT OF BEGINNING.

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 3, 2021 AGENDA**

Subject:	Type:	Submitted By:
AWARD CONTRACT – JANITORIAL SERVICES – MUNICIPAL FACILITIES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared to award a contract to RTG Building Services, Inc., Omaha, Nebraska for janitorial services in an amount not to exceed \$79,980.00 for a one (1) year, with two (2), one (1) year options.

FISCAL IMPACT

The FY 21/22 Biennial Budget provides funding for janitorial services.

RECOMMENDATION

Approval

BACKGROUND

The City requested proposals for janitorial service at six (6) municipal facilities. Bids were publicly opened and read aloud on July 15, 2021. A total of four (4) proposals were received. A committee, comprised of staff members representing each facility, reviewed the bids. BMI was the low bid, however the committee disqualified them for failure to participate in a mandatory walk through prior to bid submittal and for submitting an incomplete proposal package. Current janitorial service provider FBG who has served the city since 2017 was the second low bid. The committee received feedback from four departments with concerns regarding the services being provided by FBG. The issues have been ongoing and are outlined in the attached memos. As a result, the committee is recommending that the janitorial service contract be awarded to RTG Building Services, Inc. Reference checks with current and former clients of RTG have been positive. The clients contacted included: City of Council Bluffs – 4 facilities, Omaha Police Department – 10 facilities, Bennington Public Schools – 10 facilities, and past client Omaha Community Center – 18 facilities.

Bids Received:

	Monthly	Annual
BMI Janitorial Group	\$3,612.00	\$ 43,344.00
FBG Service Corporation	\$6,607.00	\$ 79,284.00
RTG Building Services, Inc.	\$6,665.00	\$ 79,980.00
ABM Business & Industry	\$8,809.54	\$105,714.48

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO RTG BUILDING SERVICES, OMAHA NEBRASKA FOR JANITORIAL SERVICES IN AN AMOUNT NOT TO EXCEED \$79,980 ANNUALLY FOR A ONE YEAR TERM WITH TWO ADDITIONAL ONE YEAR OPTIONS.

WHEREAS, the City Council of the City of La Vista has determined that janitorial services for City facilities are necessary; and

WHEREAS, the FY21/22 Biennial Budget provides funding for janitorial services; and

WHEREAS, a request for proposals was advertised and six bids was received, and

WHEREAS, RTG Building Services, Omaha Nebraska has submitted most responsible bid, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska award a contract to RTG Building Services, Omaha Nebraska for janitorial services in an amount not to exceed \$79,980 annually for one year with two additional one year options in form and content approved by the City Administrator or her designee.

PASSED AND APPROVED THIS 3RD DAY OF AUGUST 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

BID TAB
City of La Vista Janitorial Services

	Company <i>BMT Janitorial Group</i>		Company <i>RTG</i>		Company <i>ABM</i>	
Location	Monthly Rate	Est. Man Hours	Monthly Rate	Est. Man Hours	Monthly Rate	Est. Man Hours
Group 1						
City Hall 8116 Park View Blvd.	725.00	48/mo.	1065.00	3/day	1,531.47	2.5/day
Community Center 8116 Park View Blvd.	975.00	65/mo.	1900.00	3.5/day	2,473.47 2,213.55	3/day Sept-May 3/day May-Sept
Annex & Community Development Building 8110 Park View Blvd.	325.00	21/mo.	700.00	2/day	1,096.88	1.75/day
Group 2						
Police Department 7701 S. 96 th Street	1000.00	75/mo.	2400.00	3/day wkdays 2/day weekend	1,892.49	3/day 1/Sat + Sun
Group 3						
Public Works Facility 9900 Portal Road	337.00	25/mo.	300.00	2/day	1,055.11	1.75/day
Parks Facility 9810 Hupp Drive	250.00	15/mo.	300.00	2/day	760.12	1/day
Alternate Bid Items						
	Price per square foot		Price per square foot		Price per square foot	
Steam/Extract Carpet Cleaning	5,236 total sf		.12/sf.		.01/s.f.	
Strip and Wax or Reseal Linoleum and Quarry Tile	4,200 total sf		.32/sf.		.25/s.f.	

BID TAB
City of La Vista Janitorial Services

	Company		Company		Company	
Location	Monthly Rate	Est. Man Hours	Monthly Rate	Est. Man Hours	Monthly Rage	Est. Man Hours
Group 1						
City Hall 8116 Park View Blvd.	1,441.00	4/day				
Community Center 8116 Park View Blvd.	1,943.00	4/day				
Annex & Community Development Building 8110 Park View Blvd.	7051.00	2/day				
Group 2						
Police Department 7701 S. 96 th Street	1,889.00	4/day M-F 3/day S+S				
Group 3						
Public Works Facility 9900 Portal Road	332.00	2/day				
Parks Facility 9810 Hupp Drive	297.00	2/day				
Alternate Bid Items						
	Price per square foot		Price per square foot		Price per square foot	
Steam/Extract Carpet Cleaning	.12/s.f.					
Strip and Wax or Reseal Linoleum and Quarry Tile	.45/s.f.					

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 3, 2021 AGENDA**

Subject:	Type:	Submitted By:
MEMORANDUM OF UNDERSTANDING SARPY COUNTY FORCE INVESTIGATION TEAM	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BOB LAUSTEN POLICE CHIEF

SYNOPSIS

A resolution has been prepared to approve a Memorandum of Understanding between the cities of La Vista, Bellevue, Papillion, and Sarpy County for the Sarpy County Force Investigation Team (FIT).

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval

BACKGROUND

In February of 2020, the La Vista Police Department hosted an “Officer Involved Shooting” training session for law enforcement officers in Sarpy County. An expert trainer from Las Vegas taught the two-day course. Following the training, La Vista law enforcement command staff met with the County Attorney’s Office to discuss formation of a joint investigative team made up of Sarpy law enforcement officers whose duty would be to investigate officer-involved shootings and use of force incidents where injury had occurred. A subsequent meeting of the police chiefs and Sheriff was then held, and all were in favor of moving forward. To initiate the program, grant funds from the Sarpy County Drug Board were obtained to engage retired Sergeant Jerry McDonald of the Las Vegas Metropolitan Police Department to assist with the development of Operations Manual. A specialized training program is currently being developed and will be presented to FIT team members.

Officers from a department that has an officer under investigation would not be involved in the criminal investigation (*internal* investigations will continue to be handled by the original department). The new independent response team will provide a high degree of impartiality, as its detectives will not be reviewing their own agency or peers. This will also promote public confidence within each of our communities.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A MEMORANDUM OF UNDERSTANDING FOR THE SARPY COUNTY FORCE INVESTIGATION TEAM.

WHEREAS, the La Vista, Bellevue, Papillion Police Departments and the Sarpy County Sheriff's Office seek to increase expertise and transparency in use of force investigations

WHEREAS, the City of La Vista recognizes the need for a multi-agency response and independent investigations in certain incidents involving a law enforcement officer's use of force.

WHEREAS, the City of La Vista desires to be a member of the Sarpy County Force Investigation Team "SCFIT" for the purpose of carrying out said investigations.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of La Vista, Nebraska, hereby authorize the Mayor to execute a Memorandum of Understanding with the City of Bellevue, the City of Papillion and Sarpy County for the Sarpy County Force Investigation Team.

PASSED AND APPROVED THIS 3rd DAY OF AUGUST, 2021.

CITY OF LA VISTA

Douglas D. Kindig, Mayor

ATTEST:

Pamela Buethe, CMC
City Clerk

Memorandum of Understanding
Sarpy County Sarpy County Force Investigation Team

This Memorandum of Understanding (“MOU”) is entered into as of this ____ day of ____, 2021, by and between the undersigned parties (hereafter individually “Party” or “Agency” and collectively “Parties” or “Agencies”).

WHEREAS, the Parties and their representative law enforcement agencies:

- I. Recognize the need for a multi-agency response and independent investigations in certain incidents involving a law enforcement officer’s use of force.
- II. Understand that investigations of this nature require independence and transparency.
- III. Desire to form the Sarpy County Force Investigation Team “SCFIT” for the purpose of carrying out said investigations.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- I. Purpose. The Parties shall hereby form SCFIT (also referred to herein as “Team”). The purpose of this MOU is to define the roles and responsibilities of the Parties. This MOU is not intended nor shall it be construed to in any way limit the power and authority granted by Neb. Rev. Stat. § 29-215. To that end, each Agency may individually impose in respect to its own officers such conditions or limitations on the exercise of its statutory law enforcement powers as such Agency may choose and so long as not inconsistent with the terms hereof.
- II. Executive Board.
 - a. The Executive Board (“Board”) of the Team consists of the following individuals or their designees: Sarpy County Sheriff, La Vista Chief of Police, Bellevue Chief of Police, and Papillion Chief of Police, and Sarpy County Attorney as ex-officio member.
 - b. The Board is responsible for:
 1. Meeting at least three times per year;
 2. Assigning leadership positions to Team members;
 3. Selecting Team members and any leadership positions for the Team;
 4. Establishing policies and procedures for the operation of the Team, which shall include but not be limited to:
 - a. Chain of command and control over responses;
 - b. Process for activation of the Team;
 - c. Expectations for a Team member’s conduct;
 - d. Qualifications for Team members, including but not limited to, physical agility and tactical firearms qualifications; and
 - e. Any other topics deemed appropriate by the Board.
 5. Performing any other functions necessary for the executive oversight, administration, and supervision of the Team.
 - c. Unless otherwise specified herein, decisions of the Board shall be made by majority vote.

- d. With the exception of the County Attorney as Ex-Officio, each member of the Board has an equal vote in all decisions of the Board.
- III. Policies and Procedures. Policies and procedures approved by the Executive Board shall govern the function and operation of the Team. The policies and procedures shall govern the details for the Team's response and investigation. In the event of a conflict, Team policies and procedures shall be superseded by law, applicable collective bargaining agreement, and Agency policy. The Team policies and procedures, as amended, are incorporated herein by this reference.
- IV. Employment status. A team member is considered employed solely by his or her own Agency and shall be considered and held as serving in the regular line-of-duty of the Agency that employs the Team member. Thus, equipment, uniform, personnel costs, and related benefits including health insurance, retirement, etc., shall be the responsibility of the employing Agency. Each Party shall assume any and all liability for the payment of salaries, wages, or other compensation due or claimed due to its own employees, including workers' compensation claims, and each Party shall hold the other harmless therefrom. Except as explicitly agreed to by Parties in writing, each Party shall not be liable for compensation or benefits to any other Party's employee, nor for any compensation or indemnity to any other Party's employee for any injury or sickness arising out of his or her employment, and each Party hereby agrees to hold the other Party harmless against any such claims. Internal Affairs Investigations and disciplinary action arising out of a Team Member's conduct, omissions, actions, etc. while serving on the Team shall be handled by that Team Member's Agency. Notification or initiation of an investigation will follow the employing Agency's policies.
- V. Liability Insurance. The Parties agree to be self-insured or to carry liability insurance written on an "occurrence" basis (as distinguished from "claims made" basis) covering all law enforcement personnel assigned by each Party and insuring against liability for bodily injury, personal injury and property damage, in an amount not less than the maximum liability of such Party under applicable law.
- VI. Dispute Resolution Process. In the event of a dispute arising under this MOU, the matter shall be referred to the Board for resolution. Written notice of the dispute shall be provided to each Board member. The Board shall then meet and attempt to resolve the dispute in a satisfactory manner. This meeting must take place within ten business days after all Board members have been served notice of the dispute. The Board shall issue a written decision within thirty days after the meeting. The content of the written decision shall be approved by a majority of the Board. During the pendency of this process, the Parties and Agencies shall act in good faith to perform their respective duties described herein. No Party or Agency shall institute a formal legal proceeding, file a claim, provide notice of withdraw, etc., until after the Board has issued a written decision.
- VII. Terms of MOU and termination. This MOU shall be effective for an initial term of two years beginning on the date this MOU is fully executed by the parties. At the end of the initial two-year term, this MOU shall automatically renew for additional one-year terms

("Renewal Term"). Any party may withdraw from this MOU by providing written notice to the Executive Board. In order to adequately staff future investigations, two-weeks' notice of termination is requested.

- VIII. Mutual Non-Discrimination Clause. In accordance with Neb. Rev. Stat. § 48-1122, each Party agrees that neither it nor any of its subcontractors or agents shall discriminate against any employee or applicant for employment to be employed in the performance of this MOU, with respect to hire, tenure, terms, conditions, or privileges of employment, because of age, color, disability, genetic information, marital status, military status, national origin, pregnancy, race, religion, sex, or any other prohibited basis of discrimination.
- IX. Indemnification/Liability. To the extent permitted by law, each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless each of the other Parties (as "indemnitee(s)") from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorney's fees (hereinafter collectively referred to as "claims") arising out of bodily injury, including death, or property damage, but only to the extent that such claims are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers; provided that, a Party shall have no liability whatsoever for declining to respond, delaying to respond, or terminating its response to another Party's request for mutual aid and assistance. These indemnification provisions are not intended to waive a Party's sovereign immunity. A Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivisions Tort Claims Act or other applicable provisions of law.
- X. Notification of Claims and Lawsuits. In the event that a claim or lawsuit is brought against a Party for any matters related to this MOU, it shall be the duty of that Party to notify the other Parties of said claim or lawsuit.
- XI. Sovereign Immunity. Nothing in this MOU shall be construed as an express or implied waiver of the sovereign immunity of any Party in any forum or jurisdiction.
- XII. Notice and Authorized Representatives. Notice, required under this MOU, shall be delivered in writing and shall be effective upon receipt by the authorized representative. Delivery shall be made by certified mail, return receipt requested. For purposes of Notice, following individuals are the authorized representatives of the Parties:

SARPY COUNTY

County Sheriff
Sarpy County Sheriff's Office
8335 Platteview Road
Papillion, NE 68046

CITY OF LA VISTA

Chief of Police
La Vista Police Department

7701 South 96th Street
La Vista, NE 68128

CITY OF PAPILLION

Chief of Police
Papillion Police Department
1000 East 1st Street
Papillion, NE 68046

CITY OF BELLEVUE

Chief of Police
Bellevue Police Department
1510 Wall Street
Bellevue, NE 68005

- XIII. Drug Free Policy. Parties assure each other that each has established and maintains a drug free workplace policy.
- XIV. New Employee Work Eligibility Status (Neb. Rev. Stat. § 4-114). Each Party is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
- XV. Public Benefits. With regard to Neb. Rev. Stat. §§ 4-108-113, no Party is an individual or sole proprietorship. Therefore, no Party is subject to the public benefits attestation and related requirements of Neb. Rev. Stat. §§ 4-108–113.
- XVI. Joint Work Product. This MOU is the joint work product of the Parties; accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of any Party by reason of document preparation.
- XVII. Authority. Each of the persons signing below warrant and represent that they have the authority to enter into this MOU and to bind the parties hereto.
- XVIII. Interlocal Cooperation Act Provisions. This MOU is entered into pursuant to the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §§13-801 et seq., as amended. This MOU does not create any separate legal or administrative entity, except for the Board described above which shall be responsible for the administration of this MOU. This MOU does not authorize the levying or collecting of any tax. Each Party shall be responsible for establishing and maintaining its own budget, for financing its own duties, and for acquiring, holding and disposing of its own property, except as specifically provided by this MOU. No real or personal property shall be acquired jointly by the Parties to perform the conditions of this MOU unless such acquisition is specifically agreed to in writing by all Parties, which writing

shall specify the method for disposing of such joint property upon partial or complete termination. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this MOU, it shall do so in the same manner that it deals with other property of such Party.

- XIX. Multiple Counterparts. This MOU, involving numerous parties, may be executed in multiple counterparts each of which may bear the signatures of less than all of the parties hereto, and it shall be in full force and effect even if so executed.
- XX. Headings. The section headings appearing in this MOU are inserted only as a matter of convenience, and in no way define or limit the scope of any section.

COUNTY OF SARPY, NEBRASKA,
A Nebraska Political Subdivision

By: _____
Sarpy County Board Chairman

Date: _____

Attest:

Deb Houghtaling, County Clerk

Approved as to Form:

Deputy Sarpy County Attorney

CITY OF PAPILLION, NEBRASKA,
A municipal corporation and Nebraska Political Subdivision

By: Mayor

Date: _____

Attest:

City Clerk

Approved as to Form:

Papillion City Attorney

CITY OF LA VISTA, NEBRASKA,
A municipal corporation and Nebraska Political Subdivision

By: Mayor

Date: _____

Attest:

City Clerk

Approved as to Form:

La Vista City Attorney

CITY OF BELLEVUE, NEBRASKA,
A municipal corporation and Nebraska Political Subdivision

By: Mayor

Date: _____

Attest:

City Clerk

Approved as to Form:

Bellevue City Attorney