

ITEM \_\_\_\_\_

**CITY OF LA VISTA  
LA VISTA COMMUNITY DEVELOPMENT AGENCY REPORT  
FEBRUARY 21, 2017 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AGREEMENT - TEMPORARY TRANSMISSION LINE BYPASS AGREEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared to approve an agreement with Omaha Public Power District for utility relocations to the former City golf course until a permanent site is identified, in an estimated amount not to exceed \$210,467.

**FISCAL IMPACT**

The current budget provides funding for this work.

**RECOMMENDATION**

Approval

**BACKGROUND**

The City declared the 84th Redevelopment Area a substandard and blighted area in need of redevelopment, created the La Vista Community Development Agency ("Agency"), and adopted documents and instruments that include a Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, as amended, ("Redevelopment Plan"). The Agency and City, pursuant to applicable documents and instruments including the Redevelopment Plan, desire OPPD to remove and relocate overhead transmission facilities and rebuild them on a temporary site on the former City golf course pending identification of a permanent location in City right of way or other placement as determined by OPPD and the City. A resolution and agreement are presented for this purpose. The Agency would be the contracting party and the City would directly pay OPPD for the work. A separate agenda item will be considered for City approval.

**RESOLUTION NO. 17-018**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA NEBRASKA, ACTING AS THE COMMUNITY DEVELOPMENT AGENCY, APPROVING AN AGREEMENT WITH OMAHA PUBLIC POWER DISTRICT FOR REMOVAL, RELOCATION AND REBUILDING OVERHEAD TRANSMISSION FACILITIES IN THE 84<sup>TH</sup> STREET REDEVELOPMENT AREA.

WHEREAS, the City Council, acting as the La Vista Community Development Agency, has determined that removal, relocation, and rebuilding overhead transmission facilities in the 84th Street Redevelopment Area are necessary; and

WHEREAS, a proposed agreement is presented for Omaha Public Power District to perform the necessary work.

NOW, THEREFORE, BE IT RESOLVED, that the City Council acting as the La Vista Community Development Agency ("Agency") hereby approves the agreement with Omaha Public Power District, as presented, for removal, relocation and rebuilding overhead transmission facilities in the 84th Street Redevelopment Area, subject to any additions, subtractions, of modifications as the City Administrator or City Engineer determines necessary or advisable ("Agreement").

BE IT FURTHER RESOLVED, that the Mayor or his designee shall be authorized to take any actions on behalf of the Agency that are necessary or appropriate to enter or carry out the Agreement or any actions approved in this resolution, including, without limitation, executing the Agreement or any other document or instrument.

PASSED AND APPROVED THIS 21ST DAY OF FEBRUARY, 2017.

CITY OF LA VISTA

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

ATTEST:

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

A G R E E M E N T

BETWEEN

THE OMAHA PUBLIC POWER DISTRICT

AND THE

**La Vista Community Development  
Agency**

.....

**City of La Vista Redevelopment Plan -  
84<sup>th</sup> Street Redevelopment Area  
Temporary Bypass**

## AGREEMENT

### **City of La Vista Redevelopment Plan - 84<sup>th</sup> Street Redevelopment Area Temporary Bypass**

THIS AGREEMENT is made and entered into by and between the Omaha Public Power District hereinafter referred to as the "Utility" and the **La Vista Community Development Agency** hereinafter referred to as the "Agency".

WITNESSETH:

WHEREAS, the City of La Vista ("City") declared the 84th Redevelopment Area a substandard and blighted area in need of redevelopment, created the La Vista Community Development Agency ("Agency"), and adopted documents and instruments that include a Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, as amended, ("Redevelopment Plan").

WHEREAS, the Agency, pursuant to applicable documents and instruments including the Redevelopment Plan, desires to provide for removal and relocation of overhead transmission facilities and rebuilding them on the former City golf course pending identification of a permanent location in City right of way or other placement as determined by agreement of the Utility and City. Said construction will be undertaken under the project designation **City of La Vista Redevelopment Plan - 84<sup>th</sup> Street Redevelopment Area Temporary Bypass** (the "Project"), and

WHEREAS, preliminary plans and specifications for the Project are presented with this Agreement, and

WHEREAS, the Agency is willing to have the Utility contract, remove, and relocate and rebuild the overhead transmission facilities as part of the Agency's Project, subject to the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and the promises and covenants herein, the parties hereto agree as follows:

SECTION 1. The Utility has designed a transmission facility and system to be constructed by the Utility or Utility's contractor for the Project according to the Utility's specifications and as set forth in the Project plans and specifications.

The Utility's engineering department has estimated the cost to remove and relocate and rebuild overhead transmission facilities not to exceed **\$210,467 ("Not to Exceed Amount")**

Construction is anticipated to occur **March 20, 2017 through April 7, 2017**. Development, finalization, or modifications of any plans or specifications, location of relocated facilities, scheduling and completion of the work, and processing of

applications for payment shall be subject to approval of the City Engineer acting on behalf of the Agency or City, as applicable under the circumstances

SECTION 2. The City shall pay the Utility **100** percent of the actual and reasonable cost of the construction effort for removing and relocating transmission facilities and any required construction engineering costs, up to the Not to Exceed Amount. Exceeding the Not to Exceed Amount requires the prior written approval of the City Engineer.

SECTION 3. The City shall make payment to the Utility within thirty (30) days after receipt of billing from the Utility. When the work is completed and all costs accumulated, the Utility will submit a final statement to the City showing the payment due from the City.

The parties agree to make final settlement within thirty (30) days after the City receives the final statement. The Utility will furnish the City a copy of the engineering estimates and actual costs for the Project and as built drawings for said relocated transmission facilities. Ownership in the said transmission facility shall remain with the Utility at all times.

SECTION 4. This Agreement shall be subject to concurrence of the City of La Vista in writing below. The parties hereto shall not, in the performance of this Contract discriminate or permit discrimination against any person because of race, sex, age, or political or religious opinions or affiliations or disability in violation of Federal or State Statutes or Local Ordinances. The recitals at the beginning of this Agreement, and all plans, specifications, documents or instruments referenced in this Agreement, shall be incorporated into this Agreement by reference.

SECTION 5. To the extent the Nebraska Interlocal Cooperation Act, Nebraska Revised Statutes Section 13-801 et seq, as amended, applies, the following is provided:

a. The duration of this Agreement shall be as follows: This Agreement shall begin upon its execution by both parties and concurrence of the City below, and end upon completion of performance of all the obligations of the parties and City;

b. There shall be no separate legal or administrative entity created by this Agreement to administer this Agreement, and except as otherwise provided in this Agreement, the parties do not contemplate acquiring, holding or disposing of any real or personal property pursuant to this Agreement;

c. The purpose of this Agreement is to provide for removal, relocation and rebuilding of the overhead transmission facilities as described in this Agreement.

d. The City will pay costs and expenses of the work as described above. No separate budget will be established or maintained by the parties apart from normal budget and accounting records maintained by each of the parties;

e. This Agreement will end upon completion of performance by the parties and shall not terminate before that occurs. The Utility will own the overhead transmission facilities at all times, including at the end of the Agreement.

f. The City will pay the costs and expenses of the work from available funds; the parties do not contemplate any levy, collection, or accounting for any tax authorized under sections 13-318 to 13-326 or 13-2813 to 13-2816; and

g. The District's Utility Coordination Group and City Engineer jointly shall be the administrators of this Agreement for the parties.

h. The overhead transmission facilities will be acquired, held and disposed of in the manner described in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials there unto duly authorized as of the dates below indicated.

DATE: \_\_\_\_\_ La Vista Community Development Agency

ATTEST: \_\_\_\_\_ Douglas Kindig, Mayor, City of La Vista

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

DATE: 2/17/17 \_\_\_\_\_ Omaha Public Power District

BY: \_\_\_\_\_

TITLE: \_ Manager Consumer Sales and Service \_

#### CONCURRENCE OF CITY OF LA VISTA

The City of La Vista ("City") concurs with the above Agreement between the Omaha Public Power District and La Vista Community Development Agency, and approves and agrees to be bound by such provisions as they relate to relocation of overhead transmission facilities and rebuilding of them on the specified City property until a permanent location for them is identified, and the City further agrees to pay Utility the costs and expenses of such work in accordance with such Agreement. The Utility is given permission to enter upon the specified City property as needed to perform such work.

DATE \_\_\_\_\_ City of La Vista, Nebraska

ATTEST: \_\_\_\_\_ Douglas Kindig, Mayor

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

## NONDISCRIMINATION CLAUSES

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

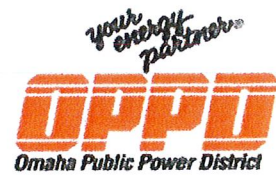
- 1) Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations. Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of handicap, race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations. Including employment practices when the contract covers a program set forth in Appendix "A", "B" and "C".
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of handicap, race, color or national origin.
- 4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to,
  - a) withholding of payments to the contractor under the contract until the contractor complies, and/or
  - b) cancellation, termination or suspension of the contract, in whole or in part.
- 6) Incorporation of Provisions: The Utility's contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions

issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**City of La Vista Redevelopment  
Plan - 84<sup>th</sup> Street Redevelopment  
Area Temporary Bypass**

**OVERVIEW**

# Project Overview





## City of La Vista Golf Course Transformation Temporary Bypass

444 South 16th Street Mall  
Omaha, NE 68102-2247

Agency:	City Of La Vista
Project Number:	Golf Course Transformation
OPPD AR Number:	00066791
Description:	Bypass of Line 26 at Brentwood Plaza

### LEGEND

	Proposed Bypass
	Existing Line 26



#### Scope:

OPPD intends to relocate the existing Transmission Line 26 and install structures T1 through T9. Existing Structures E8 and E12 shall remain. All facilities located between structures T1 and T8 shall be removed by OPPD.

**City of La Vista Redevelopment  
Plan - 84<sup>th</sup> Street Redevelopment  
Area Temporary Bypass**

**Project Schedule**

ID	Task Name	Start	Finish	'16	Jan 1, '17	Jan 22, '17	Feb 12, '17	Mar 5, '17	Mar 26, '17	
1	Engineering	Mon 1/2/17	Fri 2/17/17	18	3	19	12	8	1	9
2	PO's issued	Fri 2/10/17	Fri 2/10/17				11			
3	Drafting and QA/QC	Mon 2/20/17	Mon 2/27/17				12	20		
4	Issue WO Package	Mon 2/27/17	Mon 2/27/17							
5	Construction	Mon 3/20/17	Fri 4/7/17							

Project: Line 26 By- Pass Hand- Date: Fri 2/3/17	Task	Inactive Summary	External Tasks	
	Split	Manual Task	External Milestone	
	Milestone	Duration-only	Deadline	
	Summary	Manual Summary Rollup	Progress	
	Project Summary	Manual Summary	Manual Progress	
	Inactive Task	Start-only		
	Inactive Milestone	Finish-only		

**City of La Vista Redevelopment  
Plan - 84<sup>th</sup> Street Redevelopment  
Area Temporary Bypass**

**Project Estimate**

## PROJECT Temp Bypass L26 at 84 and Brentwood

10/11/2016

	Direct Cost	Contingency 5%	PG 66.5%	SE 10%	AFUDC 6%	BU 15%	SCERT Total
Engineering (OS)	-						
Engineering (PY)	7,700		5,121				
Total Engineering	7,700	385	5,121	-	792	2,100	14,920
Construction (OS)	73,000						
Construction (PY)			-				
Total Construction	73,000	3,650	-	-	4,599	12,187	85,187
Land Rights (OS)							
Land Rights (PY)	-		-				
Total Land Rights	-	-	-	-	-	-	-
Material (CP)	-						
Material (ST)	72,000			7,200			
Total Material	72,000	3,600	-	7,200	4,968	13,165	92,365
Subtotal TRN Cost	152,700	7,635			10,359		192,473

TRANSMISSION

Engineering (OS)							
Engineering (PY)							
Total Engineering Labor	-	-	-	-	-	-	-
Construction (OS)							
Construction (PY)							
Total Construction Labor	-	-	-	-	-	-	-
Land Rights (OS)							
Land Rights (PY)							
Total Land Rights	-	-	-	-	-	-	-
Material (CP)							
Material (ST)							
Total Material	-	-	-	-	-	-	-
Reactive Comp (PY)							
Reactive Comp (OS)							
Reactive Comp (CP)							
Reactive Comp (ST)							
Total Reactive Comp	-	-	-	-	-	-	-
Subtotal SUB Cost	-	-	-	-	-	-	-

SUBSTATION

Total	152,700	7,635			10,359		192,473
							210,467

TOTAL EST