

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 17, 2016 AGENDA**

Subject:	Type:	Submitted By:
AGREEMENT – REDEVELOPMENT PLAN 84 TH STREET REDEVELOPMENT AREA	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

SYNOPSIS

A resolution has been prepared to approve an agreement between the City and the La Vista Community Development Agency for demolition, clearance, site preparation and improvements in accordance with the Redevelopment Plan for the 84th Street Redevelopment Area and Initial Redevelopment Project to eliminate and prevent recurrence of the substandard and blighted area or otherwise carry out the Redevelopment Plan.

FISCAL IMPACT

Funding for the engineering services is anticipated from the redevelopment fund revenue resulting from the additional half cent sales and use tax approved by voters in 2014.

RECOMMENDATION

Approval.

BACKGROUND

The City has been working on the redevelopment of 84th Street since the departure of the Walmart store. The City in 2013 adopted a redevelopment plan which included an Initial Redevelopment Project within a specified Redevelopment Project Area. The Initial Redevelopment Project, to eliminate or prevent recurrence of the substandard and blighted area or otherwise carry out the Redevelopment Plan, in part provided for the La Vista Community Development Agency to demolish, clear, prepare, improve and dispose of the Initial Redevelopment Project Area or improvements thereon using such funding sources as the Agency or City determines (“Demolition and Site Preparation”).

The work would include building and parking lot demolition, removal and relocation of remaining businesses and public and private utility lines, and rough grading. The Agency would perform the work, which would be funded by the additional half cent sales and use tax or other available sources. The City Engineer would be the project manager. A first step would be obtaining engineering services necessary to prepare plans and specifications and construction phase services for site preparation improvements. Statements of qualifications will be solicited from at least two engineering firms based on their preexisting knowledge of the Brentwood Crossing infrastructure.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING AN AGREEMENT WITH THE LA VISTA COMMUNITY DEVELOPMENT AGENCY PURSUANT TO THE REDEVELOPMENT PLAN FOR THE 84TH STREET REDEVELOPMENT AREA

WHEREAS, the Community Development Agency ("Agency") consisting of and governed by the Mayor and City Council of the City of La Vista has been created; and

WHEREAS, The City Council, upon recommendation of the Agency and Planning Commission, on July 16, 2013 approved a Redevelopment Plan for the 84th Street Redevelopment Area, which included an Initial Redevelopment Project and demolition, clearance, preparation, improvement, or disposal of the Initial Redevelopment Project Area or improvements thereon to eliminate or prevent recurrence of the substandard and blighted area or otherwise carry out the Redevelopment Plan ("Demolition and Site Preparation"); and

WHEREAS, the City Council on behalf of the City of La Vista desires to approve and enter with the Agency an Agreement for Demolition and Site Preparation.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of La Vista hereby approves the Agreement presented with this Resolution.

BE IT FURTHER RESOLVED, that the Mayor, on behalf of the City, is authorized to execute the Agreement; and the Mayor, City Administrator, or his or her designee is authorized to take such further actions as he or she determines necessary or appropriate to carry out the actions approved herein.

PASSED AND APPROVED THIS 17TH DAY OF MAY, 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

AGREEMENT

This Agreement is made and entered into effective as of the ____ day of _____, 2016 by and between the LA VISTA COMMUNITY DEVELOPMENT AGENCY, created pursuant to Neb. Rev. Stat. Section 18-2101.01, ("Agency") and the CITY OF LA VISTA, a Nebraska municipal corporation ("La Vista").

WITNESSETH

WHEREAS, the Agency adopted and recommended to the City, and the City approved, the Redevelopment Plan for the 84th Street Redevelopment Area ("Redevelopment Plan"), which Redevelopment Plan included an Initial Redevelopment Project within a specified Initial Redevelopment Project Area; and

WHEREAS, the Initial Redevelopment Project, to eliminate or prevent recurrence of the substandard and blighted area or otherwise carry out the Redevelopment Plan, in part provided for the Agency to demolish, clear, prepare, improve, and dispose of the Initial Redevelopment Project Area or improvements thereon using such Funding Sources as the Agency or City determines ("Demolition and Site Preparation"); and

WHEREAS, the City and Agency desire to enter this Agreement to provide for such Demolition and Site Preparation and related funding.

NOW THEREFORE, in consideration of, and based on, the foregoing and the mutual promises and agreements set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Agency will serve as lead agent and shall contract or otherwise provide for all actions or requirements for Demolition and Site Preparation as determined or approved by the City Engineer. Not in limitation of the foregoing, actions of the Agency as lead agent will include (i) contracting with one or more consultants of its choice for engineering or other services, including without limitation, design, construction and oversight services; (ii) contracting with one or more contractors for carrying out Demolition and Site Preparation or related work or requirements; (iii) entering contracts or obtaining rights or taking other actions connected with relocation of businesses or utilities or as the City Engineer otherwise determines necessary or appropriate. The Agency shall be permitted to enter or execute any contract or instrument or take any other action connected with work or performance under this Agreement without any additional approval or consent required of the City.
2. The City Engineer will be the designated project manager and point of contact for the parties with respect to Demolition and Site Preparation and all work or performance pursuant to this Agreement, which shall include the rights to construe and interpret plans,

designs, specifications, or addenda, inspect the work at any time, and determine whether or not work is satisfactory. Not in limitation of the foregoing, the City Engineer shall be the final arbiter and determine whether performance of work, workmanship, quality of materials, or acceptability of work is satisfactory and in accordance with applicable specifications and contract documents.

3. The City will fund and pay all costs arising under this Agreement, including without limitation, all design, demolition, transportation, disposal, grading, relocation, and construction costs, from proceeds of the additional one-half of one percent local sales and use tax approved by voters in 2014 for public infrastructure projects within the 84th Street Redevelopment Area, or from other available sources.
5. It is the mutual desire and intention of the parties that the Demolition and Site Preparation shall be completed as expeditiously as possible. Accordingly, the parties hereby agree to cooperate with each other and make reasonable, good faith efforts to perform their obligations hereunder in a timely manner so as to achieve completion of the work contemplated by this Agreement as expeditiously as possible.
6. The City, at its cost, will provide such staff and other administrative services to the Agency to carry out this Agreement, Initial Redevelopment Project, or Redevelopment Plan, as amended from time to time, as the City Administrator from time to time determines necessary or advisable.
7. Plans, specifications, and cost estimates as the City Engineer requires shall be presented to the City Engineer for review and approval before related construction bids are advertised. Construction documents shall be subject to review and approval of the City Engineer. All construction and work shall be performed and carried out in accordance with the approved plans, specifications and other documents. Each party shall have the right to separately or jointly assert and enforce any warranty or other right or requirement with respect to any of the work. Each party, upon final completion, testing, certification and acceptance of the work, shall be entitled to a complete copy of all warranties, test results, certifications and any other documents related to the work as from time to time requested.
11. This Agreement shall remain in effect until all of the work has been completed, paid for and accepted, as determined by the City Engineer, unless earlier terminated by the parties; provided, however that any provision hereof requiring any warranty, or requiring any document retention or maintenance with regard to the work or any other performance beyond the end of this Agreement, shall continue in effect and survive after this Agreement terminates. Except as otherwise provided in this Agreement, amendments hereto shall be made in writing adopted and executed by both parties.
13. This Agreement is being entered into by the City and Agency to provide financing for an approved redevelopment project as described above. If the Redevelopment Plan is amended, the Initial Redevelopment Project is modified, or additional redevelopment

projects are adopted, encompassing matters described in this Agreement, this Agreement shall be deemed automatically amended to reflect the Redevelopment Plan or Initial Redevelopment Project amendments or modifications or additional redevelopment projects, and shall continue in full force and effect as amended.

14. The parties to this Agreement shall not in the performance of the terms of this agreement discriminate or permit discrimination against any parties on account of race, national origin, sex, age, disability, or political or religious affiliations in violation of federal or state laws or local ordinances.
15. The City at its cost agrees to indemnify and defend the Agency, and all officials, officers, employees or agents of the City or Agency ("Indemnified Parties") from and against all claims, costs, liabilities and expenses arising out or resulting from this Agreement or the Redevelopment Plan, as amended from time to time. The City will name Indemnified Parties as additional insureds under its insurance policies. This section shall continue in effect after this Agreement ends.
16. This Agreement shall be subject to approval of the governing body of each party. Nebraska law shall govern this Agreement in all respects
17. Recitals on page 1 above are incorporated into this Agreement by reference. This Agreement contains the entire agreement of the parties and shall be binding upon the successors and assigns of the respective parties.
18. In accordance with the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, *et seq.*(Reissue 1997), if applicable, (i) this Agreement shall expire upon the performance of all the obligations of the parties as described herein; (ii) there shall be no separate legal or administrative entity created to administer this Agreement, and the parties do not contemplate acquiring, holding or disposing of any real or personal property pursuant to this Agreement; provided, however, any property that is acquired shall be owned, held and disposed of by the party providing the acquisition funds; (iii) no separate budget will be established; (iv) this Agreement shall not be terminated before full performance of the parties; (v) any property remaining at the end of this Agreement shall be returned to the party who provided the property or funds to acquire it; (vi) the City Administrator or her designee shall administer this Agreement for the parties.

DATED THIS ____ day of _____, 2016

La Vista Community Development Agency

Douglas Kindig, Mayor
City of La Vista

City of La Vista

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, City Clerk

Date