

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 18, 2008 AGENDA**

Subject:	Type:	Submitted By:
INTERLOCAL COOPERATION AGREEMENT — 132 ND & WEST GILES ROAD	♦ RESOLUTION ORDINANCE RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

SYNOPSIS

A resolution has been prepared to approve the execution of an Interlocal Cooperation Agreement with Sarpy County for improvements to the intersection of West Giles Road and 132nd Street and adjacent legs of West Giles Road and 132nd Street and adjacent railroad crossings. *(This item was tabled at the November 4, 2008 pending action by Sarpy County).*

FISCAL IMPACT

The project has three Phases. Estimated project costs for each phase is as follows:

- Phase 1 — Railroad Crossing (Quiet Zone) Improvements (\$238,245)
 - ♦ Property Owner — \$114,395
 - ♦ City of La Vista — \$61,925
 - ♦ Sarpy County — \$61,925
- Phase 2 — Short Term Improvements (\$1,800,000)
 - ♦ Federal Highway Administration (*committed*)— \$1,440,000
 - ♦ City of La Vista — \$180,000
 - ♦ Sarpy County — \$180,000
- Phase 3 — Long Term Improvements (\$10,000,000)
 - ♦ Federal Highway Administration (80-90%)
 - ♦ City of La Vista (5-10%)
 - ♦ Sarpy County (5-10%)

RECOMMENDATION

Approval subject to satisfactory review by the City Attorney and staff.

BACKGROUND

Planning for the recommended improvements has been underway since early 2004 and has involved the City of La Vista, Sarpy County, MAPA, Nebraska Department of Roads and The Shemmer Associates. The project area is located in Sarpy County and the extraterritorial zoning jurisdiction of La Vista and as a result, Sarpy County took the lead in commissioning the study in order to determine the necessary improvements.

There are three separate components to the improvements to be undertaken pursuant to the Agreement. Phase 1 consists of railroad crossing (Quiet Zone) improvements; Phase 2 consists of interim reconstruction of the intersection of 132nd Street and West Giles Road; and Phase 3 consists of long term improvements to the intersection of 132nd Street and West Giles Road.

These projects have been included in the Capital Improvements Program and Phases 1 & 2 are funded in the current FY09 municipal budget.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH SARPY COUNTY, NEBRASKA CONCERNING IMPROVEMENTS RELATED TO THE INTERSECTION OF WEST GILES ROAD AND 132ND STREET, THE ADJACENT LEGS OF WEST GILES ROAD AND 132ND STREET AND ADJACENT RAILROAD CROSSINGS, IN A FORM SATISFACTORY TO THE CITY ADMINISTRATOR AND CITY ATTORNEY.

WHEREAS, La Vista and Sarpy County wish to enter into mutually beneficial endeavors to improve the intersection of West Giles Road and 132nd Street, adjacent legs of West Giles Road and 132nd Street and adjacent railroad crossings; and

WHEREAS, said improvements are located in Sarpy County and the extraterritorial zoning jurisdiction of La Vista.

NOW THEREFORE, BE IT RESOLVED, that an Interlocal Cooperation Agreement with Sarpy County, Nebraska concerning improvements related to the intersection of West Giles Road and 132nd Street, the adjacent legs of West Giles Road and 132nd Street and adjacent railroad crossings, is hereby approved, and the Mayor and City Clerk be and hereby are, authorized to execute same on behalf of the City with such revisions or amendments thereto that the City Administrator and City Attorney may determine necessary to carry out the intent of the City Council.

PASSED AND APPROVED THIS _____ DAY OF _____, 2008.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

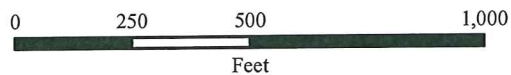
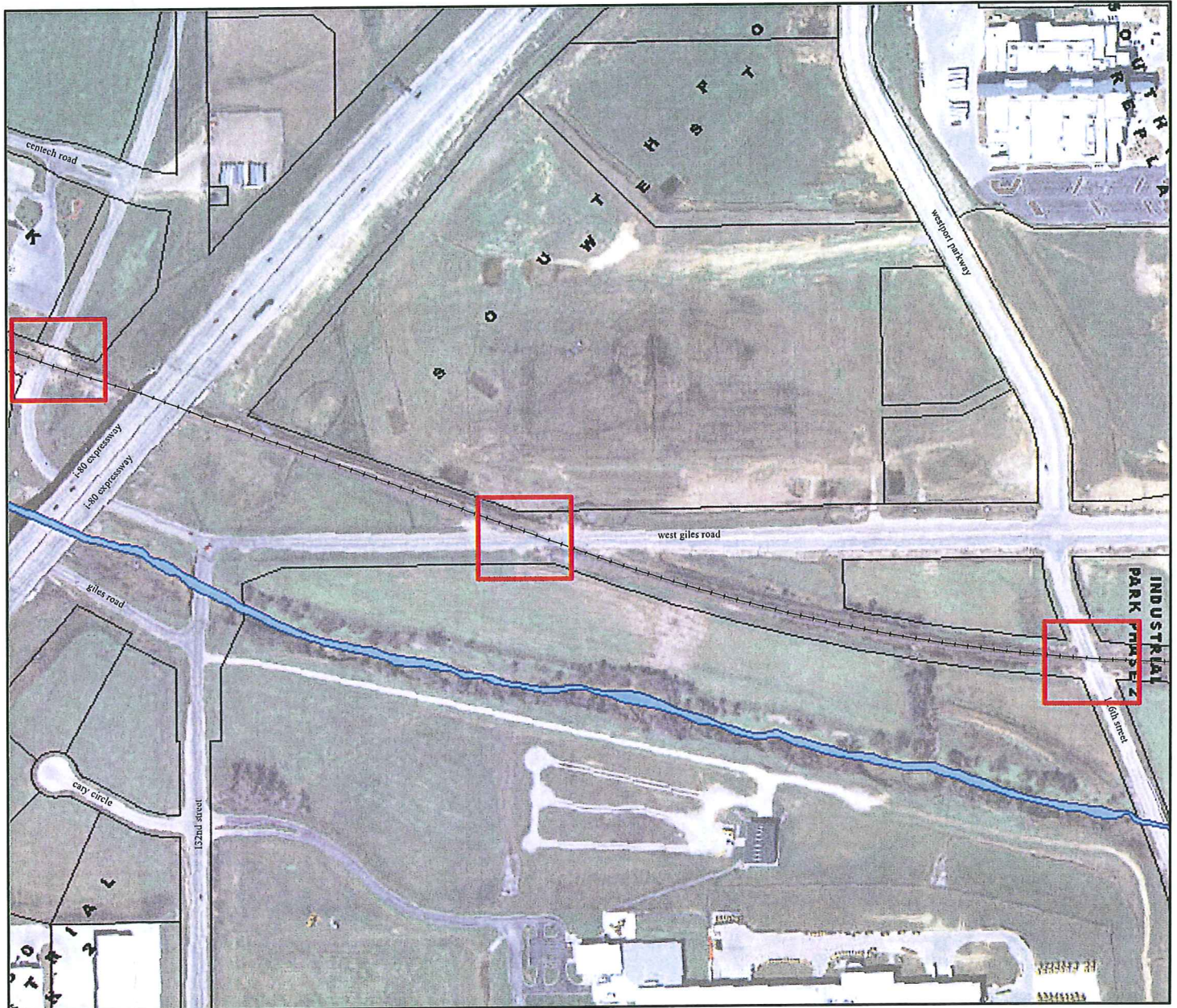
Pamela A. Buethe, CMC
City Clerk



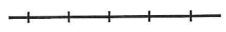
2009 - 2013

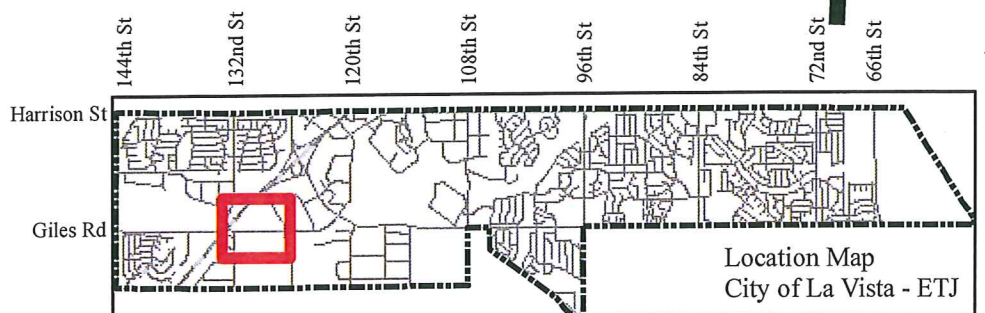
Capital Improvement Plan

Project Name: Southport West -
Quiet Zone Study



LEGEND

-  Streams
-  Rail
-  Reservoir
-  Park
-  Parcels



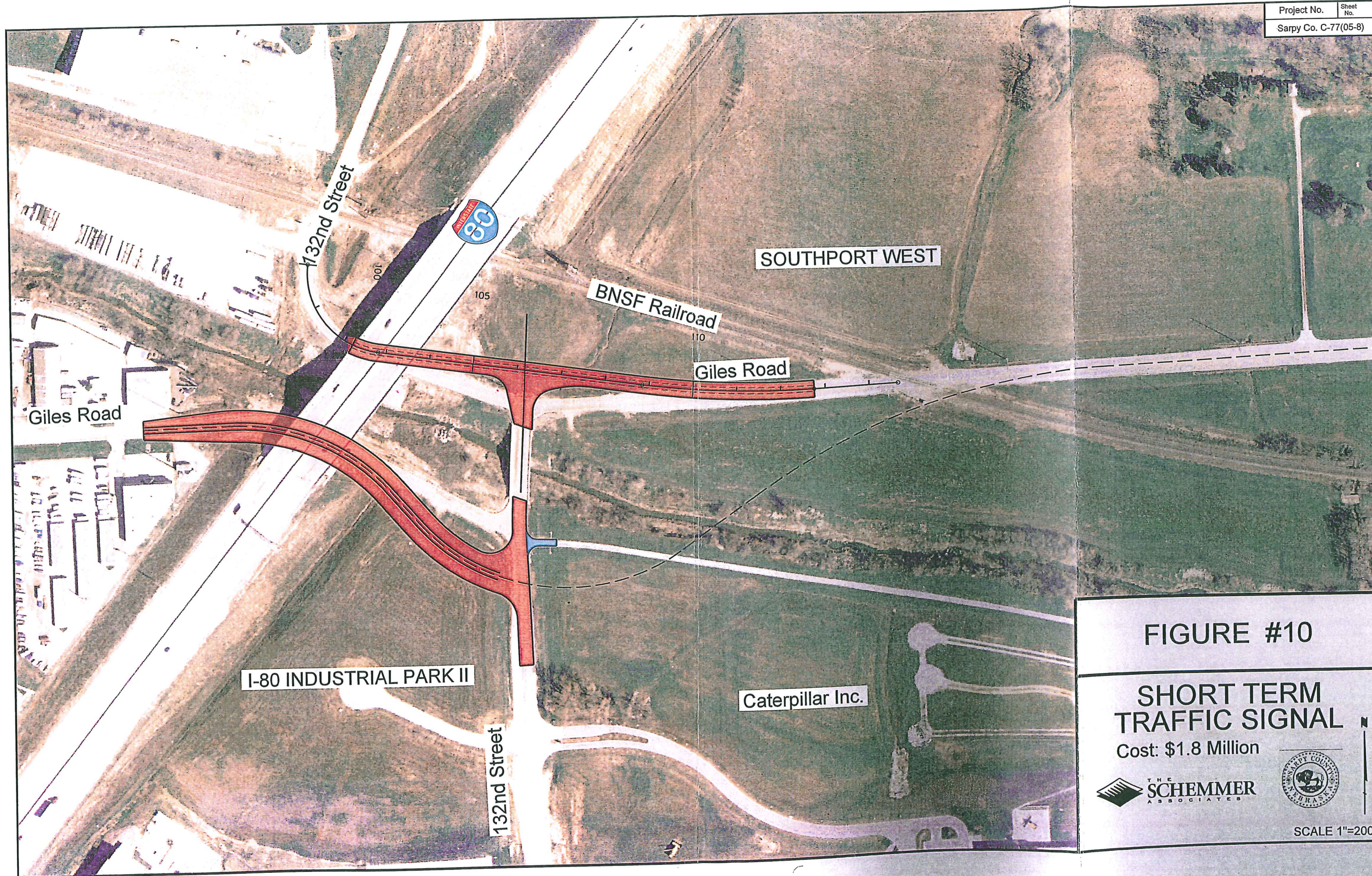


FIGURE #10

SHORT TERM
TRAFFIC SIGNAL

Cost: \$1.8 Million

THE SCHEMMER
ASSOCIATES



SCALE 1"=200'

DRAFT

10-30-08 2:30pm

INTERLOCAL AGREEMENT

This Interlocal Agreement is made and entered into effective as of the 1st day of April, 2007 by and between CITY OF LA VISTA, a Municipal Corporation of the State of Nebraska, hereinafter referred to as "La Vista"; and SARPY COUNTY of the State of Nebraska, hereinafter referred to as "Sarpy County" or "County".

WITNESSETH

WHEREAS, La Vista and Sarpy County are desirous of entering into mutually beneficial endeavors to improve the intersection of West Giles Road and 132nd Street and adjacent legs of West Giles Road and 132nd Street and adjacent railroad crossings, which locations are in Sarpy County and the extraterritorial jurisdiction of La Vista; and,

WHEREAS, there are three separate components to the improvements to be undertaken pursuant to this Interlocal Agreement. Phase 1 shall consist of railroad crossing improvements shown on Exhibit "A". Phase 2 shall consist of interim reconstruction of the intersection of 132nd Street and West Giles Road as shown on Exhibit "B". Phase 3 shall consist of long term improvements to the intersection of 132nd Street and West Giles Road as shown on Exhibit "C"; and,

WHEREAS, Phase 1 does not include any federal funding assistance, but is conditioned upon participation by adjacent landowners and/or developers; and,

WHEREAS, Phase 2 is to be funded at least 80 percent by the Federal Highway Administration and not in excess of 20 percent by the parties to this Interlocal Agreement; and,

WHEREAS, Phase 2 of this project is known as Sarpy County Project C-77(????); and,

WHEREAS, Phase 3 is to be funded at least 80 percent by the Federal Highway Administration and not in excess of 20 percent by the parties to this Interlocal Agreement; and,

WHEREAS, all entities desire to describe and define the project, phases, work and responsibilities of the project to enable them to jointly undertake the project in the manner described as follows.

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. This Agreement is made pursuant to the Interlocal Cooperation Act §13-801, *et seq.* (Reissue 1997). This contract shall expire upon the performance of all the obligations of the parties as described herein. There shall be no separate legal or administrative entity created to administer this Agreement. Accordingly, no separate budget needs to be established.

2. Sarpy County hereby delegates authority to La Vista to contract with an engineering consultant of its choice for the improvements in Phase 1. La Vista shall be responsible to arrange for design, construction and oversight of all Phase 1 improvements. Sarpy County shall have the right, but not the obligation, to inspect the work at any time at its sole cost. La Vista shall be responsible for making the initial payments for design and construction and Sarpy County shall reimburse La Vista for its share of such expenditures commencing no earlier than July 1, 2008, and at monthly intervals thereafter upon requests for reimbursements from La Vista. Sarpy County will reimburse La Vista for its share of such costs no later than 30 days after its invoice is received. The total estimated costs of Phase 1 and the participation by each party to this Agreement is set forth in Exhibit "A". A party shall not be obligated to pay in excess of the amount of actual costs allocated to it in accordance with the percentages set forth in Exhibit "A" unless authorized in advance by the party in writing. La Vista shall provide the Project Manager and shall interpret and construe the plans, specifications, designs, and any addenda to those documents. All of the work undertaken for the Phase 1 improvements shall be subject to the approval of the Project Manager. The Project Manager shall be the final arbiter and shall determine whether any and all performance of work, workmanship, quality of materials, and/or acceptability of work is in accordance with the Phase 1 contract documents.
3. Sarpy County shall serve as the lead agent for Phase 2 design, construction and payment. The County shall select a consultant for the preparation of plans and specifications for the Phase 2 improvements in accordance with the applicable Nebraska Department of Roads Guidelines for Consultant Selection on projects involving federal funding assistance. The County shall take bids and enter into contracts as necessary to complete the construction of the Phase 2 improvements. The County shall inspect the work performed and make payments of the costs of the Phase 2 improvements on a regular basis as such costs are incurred. Sarpy County shall bill La Vista on a monthly basis for reimbursement of its share of such costs. La Vista will pay a bill no later than 30 days after an invoice is received. La Vista shall have the right, but not the obligation, to inspect the work at any time at its sole cost. The County shall be responsible for all real and personal property acquisitions required to construct the Phase 2 improvements. The Sarpy County Surveyor shall be the Project Manager and shall interpret and construe the plans, specifications, designs, and any addenda to those documents. All of the work undertaken for the Phase 2 improvements shall be subject to the approval of the Project Manager. The Project Manager shall be the final arbiter and shall determine whether any and all performance of work, workmanship, quality of materials, and/or acceptability of work is in accordance with the Phase 2 contract documents. Sarpy County may, with the approval of La Vista, engage the services of a consultant to perform the duties of Project Manager.
4. Federal assistance is presently available for the Phase 2 improvements and these improvements shall be constructed by October 1, 2010. The total estimated costs of Phase 2 and the participation by each party to this Agreement are set forth in Exhibit "B". A party shall not be obligated to pay in excess of the amount of actual costs allocated to it in accordance with the percentages set forth in Exhibit "B" unless authorized in advance

by the party in writing.

5. Phase 3 improvements shall be implemented in the same manner as the Phase 2 improvements at such time as federal assistance for at least 80 percent of the project becomes available. The estimated costs of Phase 3 and the participation by each party to this Agreement are set forth in Exhibit "C".
6. Notwithstanding anything in this Agreement to the contrary, if the specified level of federal assistance for a particular phase has not become available within 10 years after the date of this Agreement, the parties shall meet and decide whether or not to proceed with said phase. To proceed under such circumstances shall require the written agreement of both parties.
7. Any contribution or cost sharing by local property owners and/or developers in Phase 1 improvements shall be the responsibility of La Vista to obtain. In the event the local property owners and/or developers do not agree to participate, then neither Sarpy County or La Vista shall be obligated to proceed with Phase 1 improvements under this Interlocal Agreement.
8. Sarpy County shall coordinate with, and obtain agreements and participation of, all public and private bodies, entities and persons as necessary or advisable for Phase 2 or Phase 3. Sarpy County further shall notify and obtain consent of La Vista at least two weeks before any street or part of a street is at any time proposed to be in any manner closed, or traffic rerouted, diverted, restricted or otherwise affected.
9. It is the mutual desire and intention of the parties that the public improvements 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. Not in limitation of the foregoing, the parties agree to cooperate and take such actions as necessary to expedite the application and request for federal funding for Phase 2 and obtain the same as quickly as possible after this Agreement is executed, as well as the specified level of federal funding for Phase 3 at the time such funding is required, it being understood that, with regard to applying for and obtaining federal funding, time is of the essence.
10. Plans, specifications, and updated cost estimates for any of the Phase 1, Phase 2, or Phase 3 improvements shall be presented to each of the parties to this Agreement for their review and approval before construction bids are advertised; which approval and any other approval provided for elsewhere in this Agreement shall not be unreasonably withheld. Construction documents shall be subject to review and approval of each party, as well. All construction and work shall be performed and carried out in strict accordance with the approved plans, specifications and other documents, as well as all applicable laws, rules and regulations, and all contractors hired to perform work shall be required to guarantee the work against all defects for a period of at least two years after final

acceptance and at its sole cost and expense correct any defects arising within said warranty period. 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. Upon final completion, testing, certification and acceptance of the work, each party shall be provided a complete copy of all warranties, test results, certifications and any other documents related to the work as from time to time requested. All documents and records related to each phase of the work shall be maintained for at least five years after completion of the work related to that phase.

11. This Agreement shall remain in effect until all of the phases of the improvements have been completed, paid for and accepted, unless earlier terminated by the written agreement of both 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. Amendments hereto shall be made in writing adopted and executed by both parties.
12. Attached as Exhibit "D" is a map of the Project area, showing the area of the Project currently within the corporate limits of the City. The area of the Project not currently within the corporate limits is designated on Exhibit "D" as "Area A." If a particular phase of the improvements provided by this Agreement is completed, and within 5 years thereafter the City exercises its powers of annexation so as to include within the corporate limits of the City, either directly or by operation of law, any portion of said Area A, City shall reimburse County for the County's share of project costs that the County paid under this Agreement with respect to said phase. Said reimbursement shall be the same proportion of the County's said paid cost under this Agreement for said phase as the proportion of Area A that is annexed within 5 years after said phase is completed.
13. The maintenance of the improvements constructed under this Agreement shall be the responsibility of the agency within whom's jurisdiction the improvements are located.
14. The parties to this Agreement shall not in the performance of the terms of this contract 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. Drug Free Policy. Each party provides assurance that it has established and maintains a drug free workplace policy.
16. This Agreement shall be subject to approval of the governing body of each party.
17. Each party shall designate a person to be its primary point of contact for purposes of the party's administration of this Agreement, in addition to any other designation provided herein. The initial point of contact for each party shall be:

For Sarpy County:

County Administrator
Sarpy County
1210 Golden Gate Drive
Papillion, NE 68046

For La Vista:

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

18. Entire Agreement. This Agreement contains the entire agreement of the parties and shall be binding upon the successors and assigns of the respective parties. No amendments, deletions, or additions shall be made to this Agreement except in writing signed by all parties.
19. Nebraska law shall govern this Agreement in all respects.
20. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, we, the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate below.

CITY OF LA VISTA, Nebraska

SARPY COUNTY, Nebraska

By _____
Mayor

By _____
Chairman, County Board

Date: _____

Date: _____

ATTEST:

ATTEST:

City Clerk

County Clerk

Date: _____

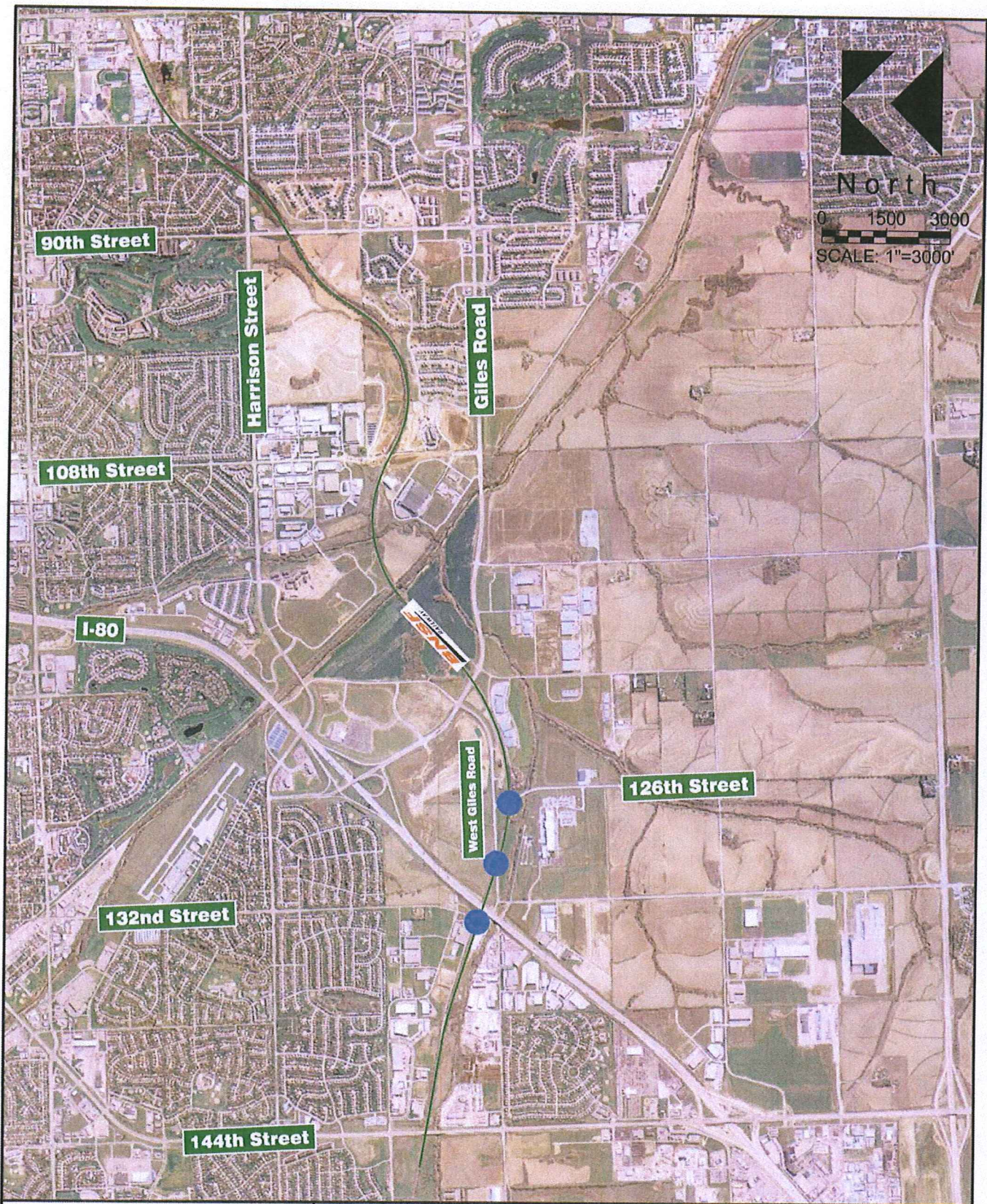
Date: _____

Approved as to form: _____
County Attorney

Date: _____

*(ATTACH FINAL EXHIBITS A THROUGH D
IN FORM AND CONTENT SATISFACTORY
TO PARTIES BEFORE AGREEMENT IS
FINALIZED FOR APPROVAL AND EXECUTION)*

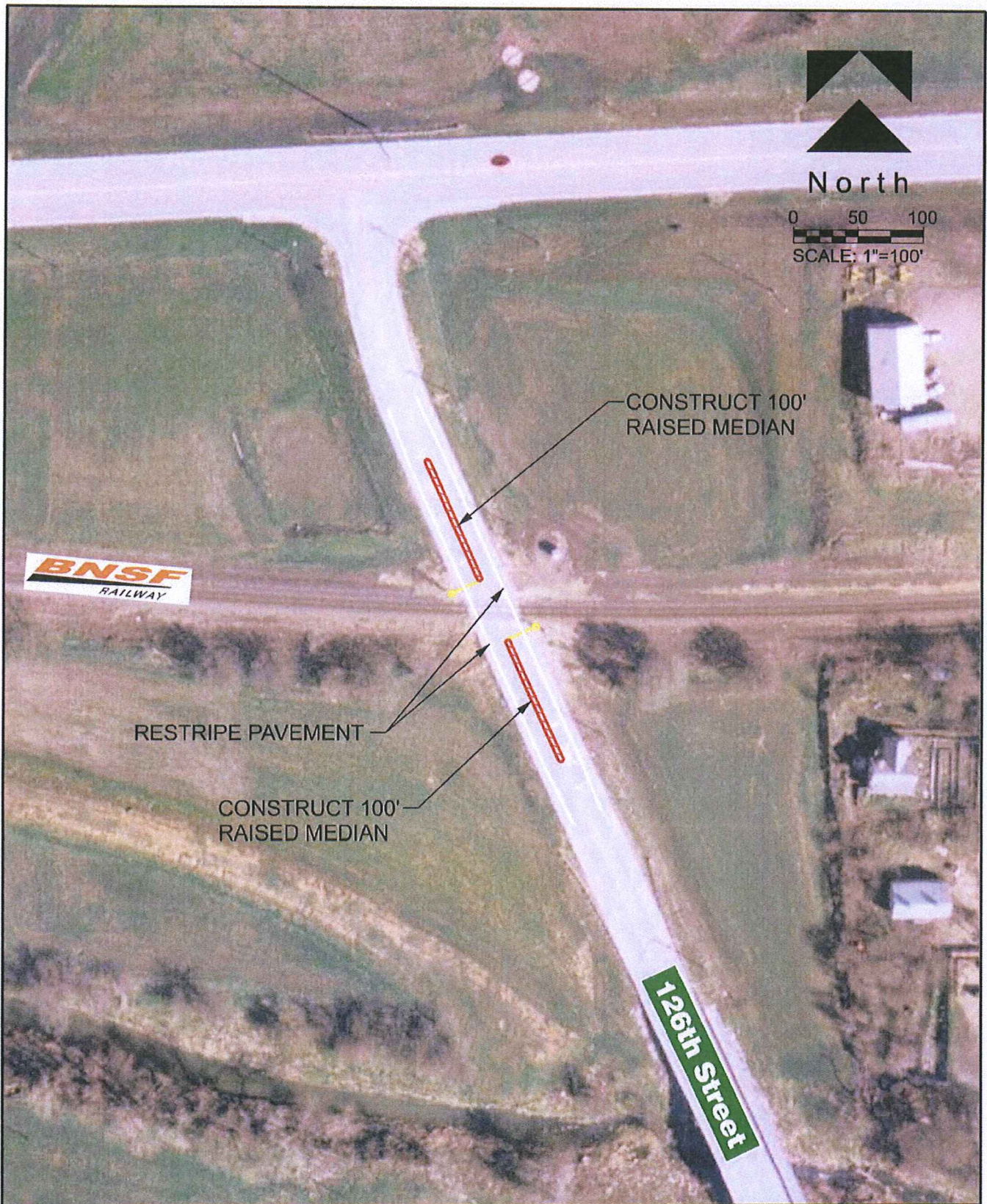
Q:\Projects\06-282 La Vista Quiet Zone Study\Displays\StudyArea.dgn
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BNSF Quiet Zone
LaVista, Nebraska

Figure 1
Study Location Map

Q:\Projects\06-282 La Vista Quiet Zone Study\Displays\126thStreet.dgn
10/4/2007 8:40:55 AM qma.prnter.plt



BNSF Quiet Zone
LaVista, Nebraska

Figure 5
126th Street
Raised Median Option



North

0 50 100
SCALE: 1"=100'

BNSF
RAILWAY

EXTEND SHOULDERS UP
TO CROSSING SURFACE

CONSTRUCT 100'
RAISED MEDIAN

RESTRIPE PAVEMENT

West Giles Road

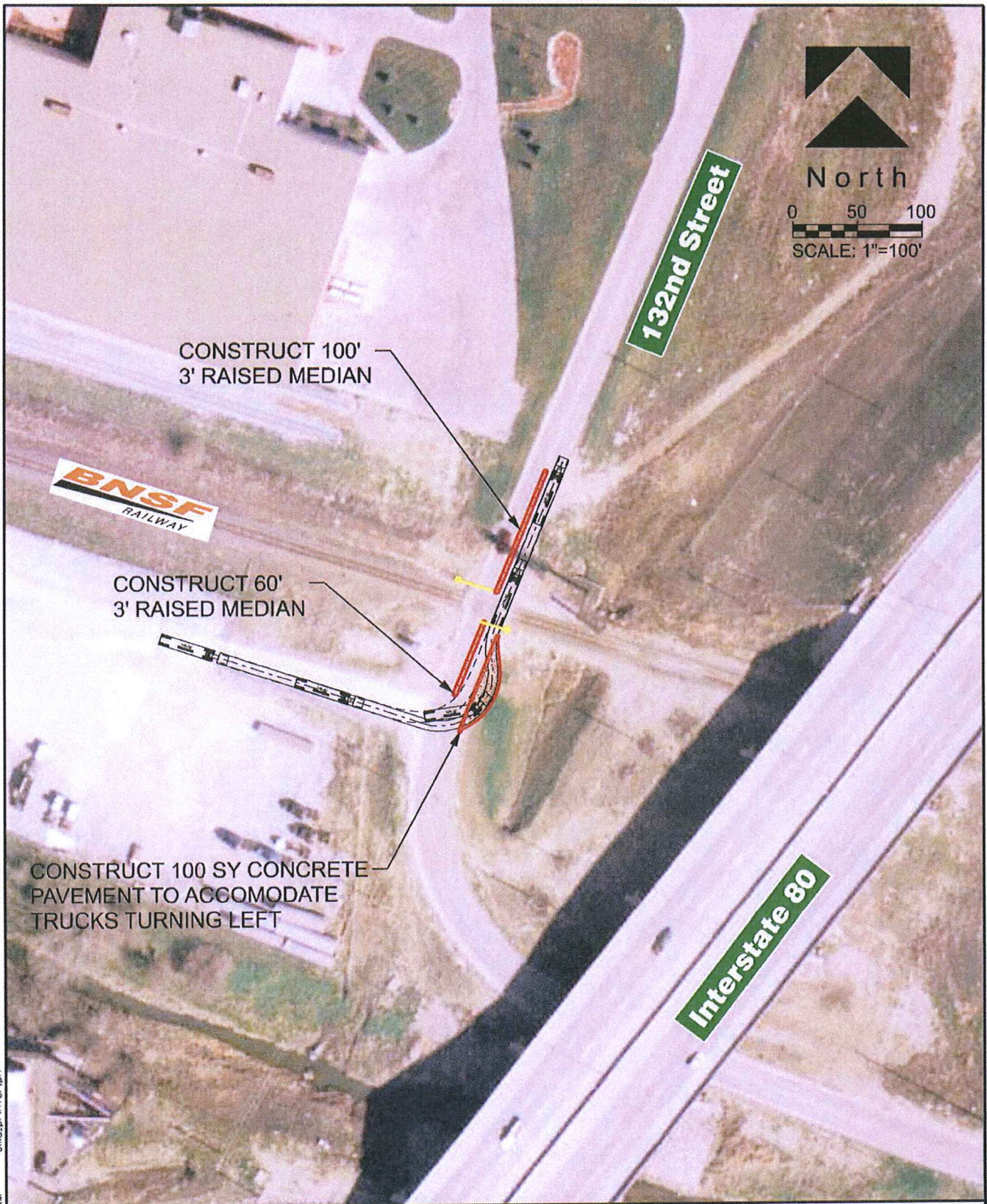
CONSTRUCT 100'
RAISED MEDIAN

EXTEND SHOULDERS UP
TO CROSSING SURFACE



BNSF Quiet Zone
LaVista, Nebraska

Figure 7
West Giles Road
Raised Median Option



BNSF Quiet Zone
LaVista, Nebraska

Figure 9
132nd Street
Raised Median Option

PHASE 1 – RAILROAD CROSSING IMPROVEMENTS

ESTIMATED COSTS:

1. Quiet Zone Study	\$ 9,500
2. Constant Warning Circuitry Upgrade, W. Giles Crossing	\$114,395
3. Construct Raised Medians At 126 th St. Crossing	\$ 25,100
4. Construct Raised Medians At W. Giles Crossing	\$ 30,600
5. Construct Raised Medians At 132 nd St. Crossing	\$ 28,600
6. Survey, Design & Const. Phase Services	\$ 26,550
7. Legal Fees	\$ 3,500
Total Estimated Costs	\$238,245

ALLOCATION OF COSTS:

City of La Vista to recover from
Property Owners and/or Developers \$114,395
(Constant Warning Circuitry costs to BNSF, Item 2)

City of La Vista \$ 61,925
(50% of Items 1 and 3 through 7)

Sarpy County \$ 61,925
(50% of Items 1 and 3 through 7)

Giles Road @ 132nd St.
 Sarpy County Project Number: C-77 (05-8)
 TSA Project Number: 05040.001

12/5/2006

Preliminary Project Cost Estimate

Short Term Traffic signals

	Quantity	Unit	Unit Cost	Total
Paving	14,150	Sq Yd	\$33	\$466,950
Bridge	0	Sq Ft	\$75	\$0
Earthwork	25,000	Cu Yd	\$4	\$100,000
Misc. for Conc. Paving	1,900	Lin Ft	\$25	\$47,500
Misc. for Grading	1,900	Lin Ft	\$35	\$66,500
Misc. for Drainage	1,900	Lin Ft	\$85	\$161,500
Remove Bridge	0	Each	\$60,000	\$0
Bridge Approach Slabs	0	LS	\$100,000	\$0
MSE Wall at I 80	5,390	Sq Ft	\$35	\$188,650
Relocate Power Pole (Special)	1	Each	\$100,000	\$100,000
Traffic Signals	2	Each	\$90,000	\$180,000
Railroad Crossing	0	Each	\$375,000	\$0
				<u>\$1,311,100</u>

Const. Eng. (8%)	\$104,888	E+C	<u>\$235,998</u>
Contingency (10%)	\$131,110		

Construction + E&C \$1,547,098

Engineering (10%) \$131,110

Utilities (2.9%) \$38,022

E + Util. + ROW \$238,828

R.O.W. = \$69,696
 Est. 0.8 Acres @ \$87,120 per acre

Estimated Cost = \$1,785,926

Portion To Remain for Ultimate Design (Credit) Single Point Alternative

See Page 4

Estimated Credit = \$1,049,679

Portion To Remain for Ultimate Design (Credit) 2 Intersection Alternative

See Page 4

Estimated Credit = \$918,779

PHASE 2 – SHORT TERM IMPROVEMENTS – 132ND ST. & W. GILES ROAD

ESTIMATED COSTS:

As shown on Page 2 of Exhibit “B” the total estimated costs for the Short Term Improvements (aka “Interim Improvements”) are \$1,785,926. Rounded off, use a cost of \$1,800,000.

ALLOCATION OF COSTS:

Federal Highway Administration	\$1,440,000	(80%)
City of La Vista	\$ 180,000	(10%)
Sarpy County	\$ 180,000	(10%)

Giles Road @ 132nd St.
 Sarpy County Project Number: C-77 (05-8)
 TSA Project Number: 05040.001

12/5/2006

<u>Viaduct</u>		Quantity	Unit	Unit Cost	Total
Paving		23,100	Sq Yd	\$33	\$762,300
Bridge Over Papio	235' x 80'	19,000	Sq Ft	\$75	\$1,425,000
Bridge Over BNSF	125' x 80'	10,000	Sq Ft	\$100	\$1,000,000
Earthwork (w/ Walls 74' Lt/Rt)		331,000	Cu Yd	\$4	\$1,324,000
Misc. for Conc. Paving		3,700	Lin Ft	\$25	\$92,500
Misc. for Grading		3,700	Lin Ft	\$35	\$129,500
Misc. for Drainage		3,700	Lin Ft	\$85	\$314,500
Remove Bridge		0	Each	\$60,000	\$0
Bridge Approach Slabs		2	LS	\$100,000	\$200,000
MSE Wall at I-80		5,390	Sq Ft	\$35	\$188,650
MSE Walls Rail Road		64,000	Sq Ft	\$35	\$2,240,000
Relocate Power Pole (Special)		1	Each	\$100,000	\$100,000
Traffic Signals		1	Each	\$90,000	\$90,000
Railroad Crossing		0	Each	\$375,000	\$0
					<u>\$7,866,450</u>
Const. Eng. (8%)	\$629,316				E+C <u>\$1,415,961</u>
Contingency (10%)	\$786,645				
					Construction + E&C <u>\$9,282,411</u>
Engineering (10%)	\$786,645				
Utilities (2.9%)	\$228,127				E + Util. + ROW <u>\$1,729,156</u>
R.O.W. =	\$714,384				
Est. 8.2 Acres @ \$87,120 per acre					Estimated Cost = <u>\$11,011,567</u>

Notes:

Lighting, Signing, Guard Rail, Phasing etc. not included in estimate.
 Misc. for Conc. Paving includes items such as subgrade prep., water, shoulder constr. and mobilization
 Misc. for Grading includes items such as removals, general clear & grub., erosion control and mobilization
 Misc. for Drainage includes items such as storm sewer, culverts and mobilization
 RR X-ing Est. signalized w/gates 4-lane divided \$350,000 to \$450,000 per NDOR/Abe Anshasi 2/8/06

PHASE 3 – LONG TERM IMPROVEMENTS – 132ND ST. & W. GILES ROAD

ESTIMATED COSTS:

As shown on Page 2 of Exhibit "C" the total estimated costs for the Long Term Improvements (aka "Interim Improvements") are \$11,011,567. Assuming that the Short Term Improvements are constructed first, then there would be a credit against the Long Term Improvement Costs for the portion of the Short Term Improvements that can be left in place or salvaged. This estimated credit is \$1,049,679. The net cost of the Long Term Improvements is then \$9,961,888. Round off, use a cost of \$10,000,000.

ALLOCATION OF COSTS:

Federal Highway Administration	(80%-90%)
City of La Vista	(5-10%)
Sarpy County	(5-10%)

Note: Funding levels by FHWA may be lower than shown depending on NDOR policy requirement to close two at-grade railroad crossings in conjunction with funding an overpass project.

132nd & Giles

-  Half Mile Buffer
-  ETJ
-  Current City Limits

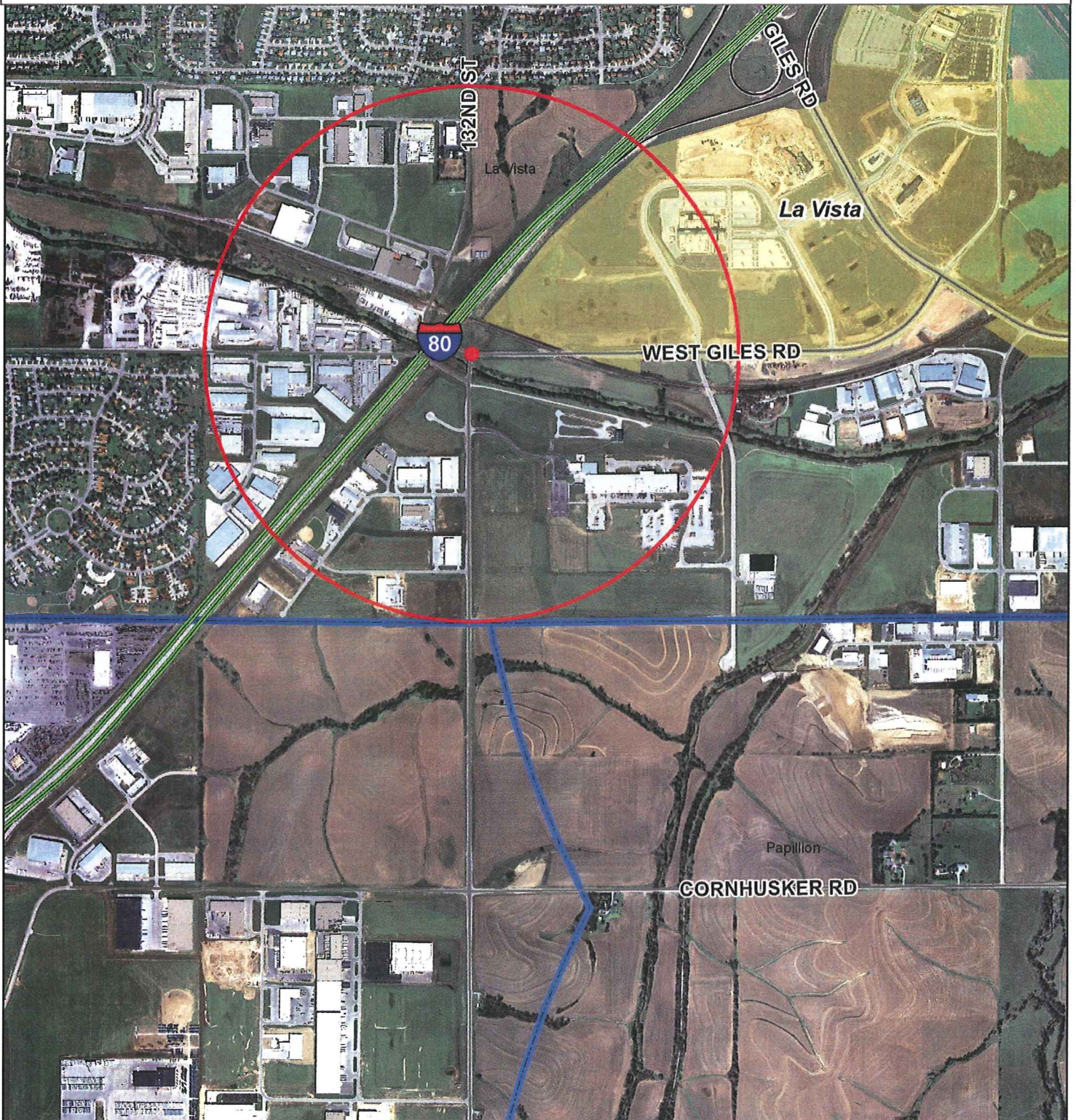


Exhibit "D"