

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 8, 2017 AGENDA**

Subject:	Type:	Submitted By:
PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT AREA INTERLOCAL AGREEMENT WITH OMAHA PUBLIC POWER DISTRICT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

SYNOPSIS

A resolution has been prepared authorizing the Mayor to execute an Interlocal Cooperation Agreement with the Omaha Public Power District (OPPD) for the undertaking of efforts required for underground mainline power cables for the public improvement redevelopment project. This work is required as part of the installation of public infrastructure.

FISCAL IMPACT

The FY17/18 Biennial Budget includes funding in the Capital Improvement Program for this project.

RECOMMENDATION

Approval subject to the City Attorney approval of the final form of the interlocal agreement.

BACKGROUND

OPPD and City in connection with the public improvement redevelopment project need to provide for new underground power lines within public right of way and easements. OPPD estimates the cost of such work to be \$96,660.00. This agreement is not related to the transmission line relocation project.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH OMAHA PUBLIC POWER DISTRICT FOR UNDERTAKING OF EFFORTS REQUIRED FOR UNDERGROUND MAINLINE POWER CABLES FOR THE PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT.

WHEREAS, the provisions of Nebraska State Statutes Sections 13-801, et. seq., provide authority for the City of La Vista to join with other governmental agencies on a basis of mutual advantage and in a manner that will accord best with geographic, economic, population and other factors by signing an Interlocal Cooperation Agreement; and,

WHEREAS, the Omaha Public Power District (OPPD) currently operates electrical systems within the boundaries of the City of La Vista and;

WHEREAS, the City of La Vista (City) desires new underground power lines within the public right of way and easements; and;

WHEREAS, the City of La Vista's estimated cost of such work is \$96,660.00 and

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

WHEREAS, such an agreement is in the best interests of the citizens of the City of La Vista.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of La Vista, Nebraska, hereby approves and authorizes the execution of an Interlocal Cooperation Agreement with Omaha Public Power District (OPPD), as presented, for installation of new underground power lines within public right of way and easements in connection with the public improvement redevelopment project, subject to any additions, subtractions, or modifications as the City Administrator or City Engineer determines necessary or advisable.

PASSED AND APPROVED THIS 8TH DAY OF NOVEMBER, 2017.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

UNDERGROUND SERVICE AGREEMENT (ACREAGE)

Agreement made on this day of _____, between the OMAHA PUBLIC POWER DISTRICT, hereinafter referred to as "OPPD" and CITY OF LA VISTA, NEBRASKA, hereinafter referred to as "the City".

RECITALS

1. OPPD is a public power district organized and existing under the laws of the State of Nebraska and is engaged in supplying electric service to portions of the State of Nebraska.
2. The City is a Nebraska Municipality and 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 84th Street Redevelopment Area, as amended, ("Redevelopment Plan"),
3. Article XV, Section 18 of the State of Nebraska Constitution and Interlocal Cooperation Act (Chapter 13, Article 8, as amended, the "Interlocal Act") authorize any two or more public agencies to exercise jointly any power, privileges or authority exercised or capable of exercise by any if the participating public agencies, and to enter into agreement with one another for such purposes.
4. The City is owner of certain right of way and other real property in a portion of the 84th Street Redevelopment Area and more particularly described or depicted in Exhibit "A", attached hereto and hereby incorporated into this Agreement, which area is hereinafter referred to as "the Redevelopment Area". The City, pursuant to the Redevelopment Plan, desires OPPD to construct public utilities within such Redevelopment Area.
5. Specifically, the City proposes that OPPD install and maintain 200 amp, 3-phase, 13.8kv mainline underground electric cable (hereinafter "Facilities") in the City's dedicated right of way or easements within the Redevelopment Area.

THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I.

INSTALLATION OF FACILITIES & COMPENSATION

Subject to the terms and conditions of this Agreement, OPPD shall install and maintain the main line Facilities. The City shall pay to OPPD, within thirty days after completion of the work and receipt of billing, the sum of (27 acres x \$3,580.00) \$96,660.00 for the main line Facilities. OPPD's work hereunder shall be commenced within a reasonable time of notice from City that City has completed the requirements of paragraphs I, III, V, VI, and VII of this Agreement.

II.

INDIVIDUAL ELECTRIC SERVICE

Following installation of the Facilities, upon request, OPPD shall install equipment to supply electric service from the Facilities to individual customers in the Redevelopment Area using pad mounted switches and transformers as required. OPPD will be responsible for working directly with property owners or potential customers for installation of electric service to particular properties, the cost of which shall be governed by OPPD's then current Line Extension Manual, a copy of which will be provided to property owners or individual customers on request.

III.

EASEMENT RIGHTS AND RESTRICTIONS

The City shall provide or cause to be provided all easements required for OPPD's Facilities located within the Redevelopment Area, which easements shall be subject to City's street, sidewalk, streetscape, utilities, and other improvements or uses City locates or authorizes within the easement area. Except for such uses made or authorized by City, the use of any such easements shall be permanently restricted as follows:

(a) No permanent buildings, structures, rock walls or retaining walls shall be constructed within any easement area, and no trees shall be planted within any easement area.

(b) At the option of the City or any successors, permittees, designees, or assigns of the City, an easement area may be used for gardens, shrubs and other landscaping and driveways that do not interfere with or damage the Facilities or interfere with OPPD's use of and access to any such easement. The restrictions and uses outlined in this paragraph shall be incorporated, in writing, into any easement that is executed in connection with this Agreement, and all such easements (whether by dedication on a plat or by individual document) shall be duly filed and recorded with the Register of Deeds, Sarpy County, Nebraska.

IV.

CONSTRUCTION WORK

All work done under the terms of this Agreement shall be performed in accordance with and subject to applicable codes and standards, including applicable codes and standards of the City, and written plans and specifications that will be issued by OPPD, subject to review of the City Engineer to his satisfaction. OPPD will provide City with as built drawings that depict the installed Facilities.

V.

PREPARATION OF AREA

The City shall remove or cause to be removed, at its sole expense, any trees, vegetation and other surface or subsurface obstructions that interfere with or impede the construction of OPPD's Facilities, or which may, in the opinion of OPPD and the City Engineer, constitute a hazard to the maintenance of said Facilities. OPPD will coordinate construction of the Facilities so as to avoid disruption of existing underground utilities.

VI.

GRADING BY CITY

The City or its designee shall complete the final grading of all areas wherein OPPD's Facilities are to be located prior to the installation of such Facilities, and shall identify all individual lots in the Development with readily visible stakes or pins. The City shall reimburse OPPD for any and all costs that OPPD may incur in relocating OPPD's installed Facilities as a result of any change in plat or grade initiated by the City. OPPD will use reasonable efforts to coordinate its construction work with the work of City's or other contractors at the Redevelopment Area.

VII.

ACCESS FOR DISTRICT EQUIPMENT

The City shall maintain or provide for unimpeded working access for OPPD's equipment in connection with the construction and maintenance of the Facilities referred to in this Agreement.

VIII.

INSTALLING OF CONDUITS

Developer agrees to provide and install two (2) non-metallic conduits, where needed, at proper depth to permit installation of cable under paving and curbs provided such installation is made before paving is completed. In the event that paving is completed before installation of crossings, it is agreed that the Developer will install such non-metallic conduit where needed. OPPD will then determine the number of conduits at each location. OPPD will provide the Developer material specifications, installation specifications and an exhibit indicating locations of crossings.

IX.

RESPONSIBILITY FOR DELAY

OPPD shall not be responsible for any cost overruns or other damages that result from the delay in completion of work provided for in this Agreement, where such delay is caused by casualty, labor dispute, material shortage, inclement weather or other causes that are beyond the reasonable control of OPPD.

X.

INTERLOCAL COOPERATION ACT

Pursuant to the Interlocal Act, OPPD and the City agree as follows:

- a. The duration of this Agreement shall be as follows: This Agreement shall begin upon its execution by both parties 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 the installation of electric utility lines and equipment as described in this Agreement.
- d. The City will pay costs and expenses of the work as described in this Agreement. 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. OPPD will own the 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 _____, or his or her designee, for OPPD and City Engineer, or his or her designee, for the City jointly shall be the administrators of this Agreement.

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

XI.

ENTIRE AGREEMENT

This instrument constitutes the entire Agreement between the parties hereto with respect to the Redevelopment Area, and sets forth the rights, duties, and obligations of each to the other as of its effective date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this contract are of no force or effect.

XII.

BINDING AGREEMENT

This Agreement shall binding upon the parties hereto, their heirs, successors and assigns.

OMAHA PUBLIC POWER DISTRICT:

CITY OF LA VISTA:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

