

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 18, 2016 AGENDA**

Subject:	Type:	Submitted By:
INTERLOCAL AGREEMENT - METROPOLITAN UTILITIES DISTRICT WATER MAIN EXTENSIONS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

SYNOPSIS

A resolution has been prepared to authorize execution of an Interlocal Cooperation Agreement with the Metropolitan Utilities District for installation of water mains associated with the public infrastructure, redevelopment project.

FISCAL IMPACT

Both the FY17 and FY18 budgets include 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

New water mains are necessary in conjunction with the public infrastructure redevelopment project. MUD estimates the initial cost of such work to be \$140,000. Payment to MUD for this amount was authorized at the September 20, 2016 City Council meeting subject to a satisfactory agreement with MUD being prepared. Additional water mains will be required as the design of public infrastructure proceeds.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH METROPOLITAN UTILITIES DISTRICT FOR INSTALLATION OF WATER MAINS ASSOCIATED WITH THE PUBLIC INFRASTRUCTURE, 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, Metropolitan Utilities District needs to relocate existing water mains and provide new water mains in order to provide satisfactory public infrastructure to serve the proposed redevelopment project, and;

WHEREAS, the FY17 and FY18 budgets include funding in the Capital Improvement Program for this project; and

WHEREAS, the participants agree that this Interlocal Cooperation Agreement in no manner expands or restricts the authority otherwise granted to them by law; 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 Metropolitan Utilities District for installation of water mains associated with the public infrastructure, redevelopment project in form and content approved by the City Attorney.

PASSED AND APPROVED THIS 18TH DAY OF OCTOBER, 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

WATER MAIN RELOCATION AGREEMENT

District Job No. 100055001186

THIS AGREEMENT is entered into on _____ 20____, between the
METROPOLITAN UTILITIES DISTRICT OF OMAHA, NEBRASKA, a political subdivision of the State of Nebraska ("District") and the City of La Vista, a Nebraska municipality and political subdivision ("Applicant")

The parties find, determine, and agree as follows:

1. Pursuant to the Nebraska Interlocal Act, Nebraska Revised Statutes Section 13-801 et seq, as amended, ("Interlocal Act"), any power or powers, privileges, or authority exercised or capable of exercise by a political subdivision may be exercised and enjoyed jointly with any other political subdivision, and any two or more political subdivisions may enter into agreements with one another for joint or cooperative action pursuant to the Interlocal Act. Any one or more political subdivisions may contract with any one or more other political subdivisions to perform any governmental service, activity, or undertaking which at least one of the political subdivisions entering into the contract is authorized by law to perform; and
2. The purpose of the Interlocal Act is to permit local government units to make the most efficient use of their powers by enabling them to cooperate with other government units on a basis of mutual advantage and provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with factors influencing the needs and development of local communities; and
3. The District currently operates potable water services and facilities within the boundaries of Applicant and the Applicant desires relocation of a water main within right of way or utility easements of Applicant; and
4. The District and Applicant deem it to be to their mutual advantage to cooperate with each other to provide for relocation of the water main as described in this Agreement, and doing so will make more efficient use of their powers and facilities to their mutual benefit and advantage, and will accord best with factors influencing the needs and development of local communities.
5. The District and Applicant enter this Agreement pursuant to the Interlocal Act.

In consideration of the Applicant's payment of One Hundred Forty Thousand and 00/100 Dollars (\$ 140,000.00) to the District, the District shall:

Relocate 1,600' +/- of 8" ductile iron water main from S 83rd Ave. and Brentwood Dr. to the existing main in Marisu Ln. Relocation is planned to be performed as part of a future main extension agreement with the Applicant and all funds collected for this relocation will be applied to the main extension. (\$140,000). The estimated total cost of the main installation is \$ 140,000 of which cost the District shall assume \$ None.

If the estimated (total) cost for the installation of the main or the estimated contributions to other pioneer mains, or both, are not sufficient to cover the actual costs and/or contributions, Applicant shall pay to the District the actual costs and/or contributions, over the estimated costs and/or contributions. The District may refuse service from the main until such payment(s) has/have been made. If the actual (total) cost for the installation of the main and appurtenances or the estimated contributions to other pioneer mains, or both, are less than the amount paid, the difference, of either or both, whichever the case may be, shall be refunded to the Applicant.

The Applicant shall not change the location or grade of the street(s) over which Applicant has control, as shown on Exhibit "A". The Applicant shall grade the street(s) to conform to Exhibit "A" before the main installation. Where streets will not be paved, the right-of-way ("R.O.W.") shall be graded to conform to the grade that has been legally established by the appropriate governing body. Where the grade has not been established, the grade shall be satisfactory to the District. Where streets are to be paved, the District shall not begin the main installation until the Applicant has completed street paving, storm sewer inlet installation and finish grading of the R.O.W. If, within five (5) years from date the main installation is placed in service, the District deems it necessary to relocate, lower or raise the grade of all or part of the main as a result of the Applicant's failure to have brought the street(s) to grade before the main installation or a change in the grade or location of the street(s), then the Applicant shall pay the District's costs of raising, lowering or relocating the main.

The main shall be owned by and under the control of the District, its successors and assigns.

The District shall use reasonable efforts to avoid damaging or removing erosion control measures. The District may remove erosion control measures if the District determines that such measures interfere with the installation, repair or maintenance of the District's mains. The Applicant shall repair or replace erosion control measures after the District has completed the part of the main installation that required damage to or removal of the erosion control measures. The District shall not be responsible for damage to or removal of erosion control measures and shall not be responsible to repair or replace them. The Applicant shall indemnify the District from all liabilities, federal, state, local or personal, that may arise due to such damage or removal.

This main installation is subject to the approval of the District's Board of Directors. If the installation is not approved, this Agreement is void. If the Applicant cancels this Agreement or fails to perform under it, the Applicant shall pay the District's design costs and all other costs and expenses incurred.

Applicant shall not landscape or allow anyone else to landscape in the street right-of-way or in easements obtained for main installation prior to the main installation. If Applicant does so, the District may remove any landscaping necessary for installation of the water mains. Applicant shall pay the additional costs of main installation caused by such landscaping. Landscaping is defined as the placing of any decorative materials, including but not limited to, the planting of trees or shrubbery and the placing of large rocks or other large decorative objects.

This Agreement is conditioned upon receipt of all permits and easements necessary for the main installation.

If the main installation is delayed due to severe cold weather or when there is more than eight (8) inches of frost in the ground, the District's Contractor shall not be required to work on the project without additional compensation and/or an appropriate time extension.

In accordance with the Interlocal Act:

1. 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 as described herein;

2. There shall be no separate legal or administrative entity created by this Agreement to administer this Agreement.

3. The purpose of this Agreement is to provide for relocation of the water main as described above.

4. The City will pay for costs of the water main relocation 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;

5. This Agreement will end upon completion of performance by both parties and shall not terminate before that occurs. The District will own the water main at all times, including the end of the Agreement.

6. 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

7. The _____ and City Engineer jointly shall be the administrators of this Agreement for the parties.

8. The water main will be acquired, held and disposed of in the manner described in this Agreement.

City of La Vista, Nebraska

METROPOLITAN UTILITIES DISTRICT OF OMAHA

By: _____

Title: _____

By: _____
Senior Vice President

Date: _____

Attest: _____

Title: _____

Address for giving notices:

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

APPROVED AS TO FORM:

Senior Vice President, General Counsel