

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**APRIL 18, 2017 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
84 <sup>TH</sup> STREET REDEVELOPMENT AREA AGREEMENT WITH OMAHA PUBLIC POWER DISTRICT FOR ELECTRIC SYSTEM REMOVALS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared authorizing the Mayor to execute an Agreement with the Omaha Public Power District for the undertaking of efforts required for the removal of existing electrical distribution systems in connection with the demolition and site preparation under the 84<sup>th</sup> Street Redevelopment Plan, as amended ("Redevelopment Plan"). This work also enables the installation of new public infrastructure.

**FISCAL IMPACT**

The City's FY17/FY18 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 agreement.

**BACKGROUND**

Demolition and Site Preparation by the Agency pursuant to the Redevelopment Plan is necessary to eliminate and prevent recurrence of the substandard and blighted 84<sup>th</sup> Street Redevelopment Area. In order for the existing buildings to be removed and allow for the installation of new public infrastructure the existing electrical distribution system must be removed by OPPD. OPPD estimates the cost of such work to be \$13,242.42. Additional agreements for public infrastructure will be needed in the future. The Agency is the contracting party for Demolition and Site Preparation work, and the City would directly pay OPPD for the work. A separate agenda item will be considered for Agency approval.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA NEBRASKA, APPROVING AN AGREEMENT WITH OMAHA PUBLIC POWER DISTRICT FOR ELECTRIC SYSTEM REMOVALS IN THE 84<sup>TH</sup> STREET REDEVELOPMENT AREA.

WHEREAS, the Mayor and City Council of the City of La Vista, Nebraska have determined that electric system removals 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 Mayor and City Council of the City of La Vista do hereby approve the agreement with Omaha Public Power District, as presented, for electric system removals in the 84th Street Redevelopment Area, subject to any additions, subtractions, or 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 City 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 18TH DAY OF APRIL, 2017.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

A G R E E M E N T  
B E T W E E N  
T H E O M A H A P U B L I C P O W E R D I S T R I C T  
A N D T H E  
**La Vista Community Development  
Agency**

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**City of La Vista Redevelopment Plan  
84<sup>th</sup> Street Redevelopment Area  
Demolition and Site Preparation**

**A G R E E M E N T**  
**La Vista Community Development Agency**  
**Redevelopment Plan – 84<sup>th</sup> Street Redevelopment Area**  
**Demolition and Site Preparation**

**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 electrical facilities as needed for demolition of buildings and improvements. Said construction will be undertaken under the project designation **City of La Vista Redevelopment Plan — 84<sup>th</sup> Street Redevelopment Area Demolition and Site Preparation** (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 and remove electrical 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 OPPD facilities not to exceed **\$13,242.42** ("Not to Exceed Amount")

Development, finalization, or modifications of any plans or specifications, 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 then 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, if any. Ownership in the said facilities 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 of the facilities as described in this Agreement or related documents or instruments.
- 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: \_\_\_\_\_

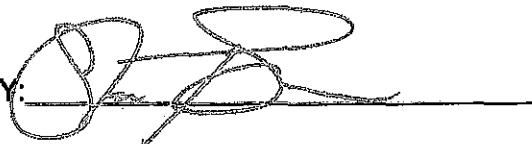
Douglas Kindig, Mayor, City of La Vista

Pamela A. Buethe, CMC  
City Clerk

DATE: \_\_\_\_\_

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 the work 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, if any, 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:

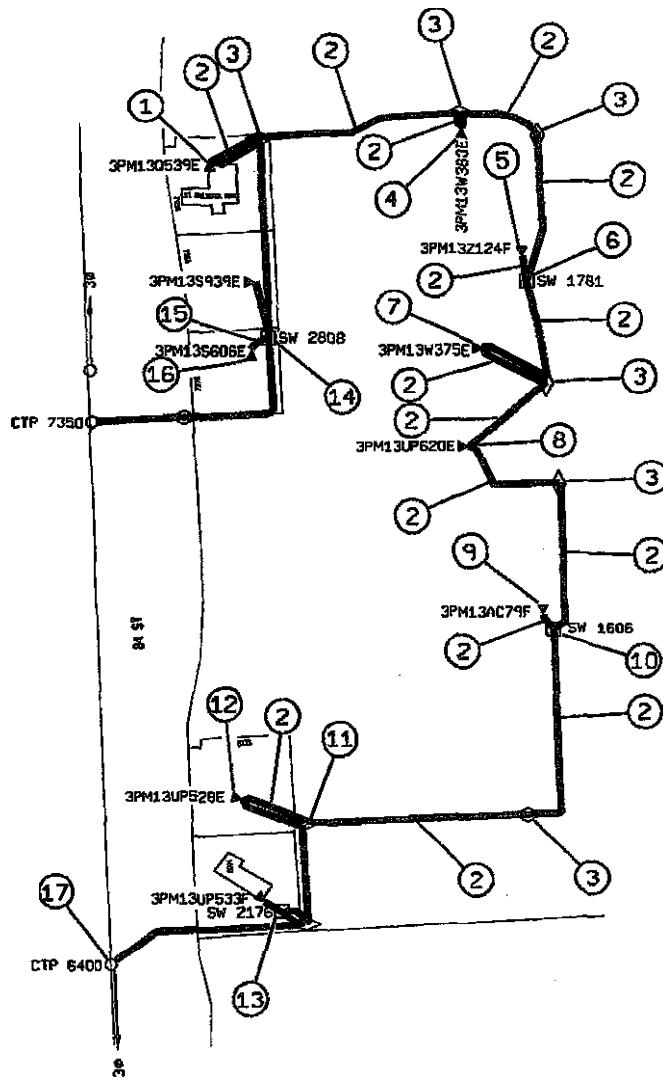
- 1) **Compliance with Regulations:** The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as 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  
Demolition and Site Preparation  
Overview**



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1. IN EXST PM XFMER REPL 3- STD 297B/3 SURGE ARRESTORS.
2. RMV 1/0 AL XLP TRX PRI CA IN CUST'S DUCT.
3. ABDN PULLBOX IN PLACE.
4. RMV 500KVA 120/208V 30 PM XFMER & 6- STD 297B.
5. RMV 750KVA 277/480V 30 PM XFMER & STD 172Y.
6. SW 1781. RMV SWGR STD 1488. 9- STD 297B. & 3- 40NX FU.
7. RMV 500KVA 120/208V 30 PM XFMER & 6- STD 297B.
8. RMV 300KVA 120/208V 30 PM XFMER & 3- STD 298T1.
9. RMV 1,000KVA 277/480V 30 PM XFMER & STD 172Y.
10. SW 1606. RMV SWGR STD 1488. 9- STD 297B. & 3- 65NX FU.
11. RMV SPLICES IN EXST PULLBOX FROM 3PM13UP528E TO SW 1606.
12. IN EXST PM XFMER REPL 3- STD 297B/3 SURGE ARRESTORS.
13. SW 2376. IN EXST SWGR ABDN CA TO 3PM13UP533F & MOVE CA TO 3PM13UP528E TO LOAD BAY PREVIOUSLY USED BY 3PM13UP533F.
14. SW 2802. IN EXST SWGR REPL 3- STD 297B/3- STD 297B. 3- 8NX FU. & XTNDRS. MOVE 3PM13S939E TO LOAD BAY PREVIOUSLY USED BY 3PM13S608E. MOVE 3PM13S639E TO LOAD BAY PREVIOUSLY USED BY 3PM13S939E.
15. RMV 1/0 AL XLP TRX PRI CA IN CUST DUCT.
16. RMV 1500KVA 120/208V 30 PM XFMER & 3- STD 298T1.
17. CTP 6400. IN EXST CTP REPL 3- 200E FU/3-25E FU.

SVCE NOTES: RMV SVCE CA IN ALL PM XFMRS & METERS.

00060213		0059302801		<b>CITY OF LAVISTA</b> <b>BRENTWOOD X-ING</b>	
SCALE	1" = 200'				
DRAFT	8-25-16		OND		
CHECK					
PROBLEMS	D. 0400E				
NOTED					
PE					
APPD.	9-13-16		SMK		
APPD.					
DEPT.	ESD-B6				
REVISION	/000602130059302801.dwg				
NO					
CDN NO	 <i>Lavista Public Power District</i>		<b>7985 S 84 STREET</b> <b>BRENTWOOD CROSSING</b>		
			<b>8MV PRI UGND EQUMT. PM<sub>3</sub>, SWG</b> <b>PM<sub>3</sub>, E. PBT UGND CABLE</b>		
			<b>SKC-16-642</b>		

**City of La Vista Redevelopment Plan 84<sup>th</sup> Street Redevelopment Area  
Demolition and Site Preparation  
Project Estimate**



## OPPD INVOICE

AMOUNT DUE: 13,242.42 USD

Page: 1  
Invoice No: CSB000412  
Invoice Date: 04/03/2017  
Customer Number: ARM01023  
Payment Terms: Net 30  
Due Date: 05/03/2017

Amount Remitted \_\_\_\_\_

**Bill To:**

CITY OF LAVISTA  
ATTN: JOE SOUCIE  
9900 PORTAL RD  
LAVISTA NE 68128-3085  
United States

**Please Remit To:**

OMAHA PUBLIC POWER DISTRICT  
P.O. Box 3065  
Omaha NE 68103-0065  
United States

For billing questions, please call 402-636-3363

Line	Adj	Identifier	Description	Quantity	UOM	Unit Amt	Net Amount
REMOVE PRIMARY BACKBONE AND TRANSFORMERS NEAR 94TH & BRENTWOOD							
		WO #593D28		1.00	LT	13,242.42	13,242.42
<b>SUBTOTAL:</b>							
<b>TOTAL AMOUNT DUE :</b>							<b>13,242.42</b>

LUMP SUM

Original

