

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
MARCH 6, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
OPPD TRANSMISSION LINE PERMANENT RELOCATION AGREEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared authorizing the execution of an agreement with OPPD for the permanent relocation of OPPD overhead transmission line #26, in an estimated amount not to exceed \$2,098,340.

**FISCAL IMPACT**

The FY 17/18 Biennial Budget provides funding for the proposed project.

**RECOMMENDATION**

Approval subject to review by the City Attorney

**BACKGROUND**

On February 21, 2017 the City Council approved the temporary bypass of OPPD overhead transmission line #26 that spanned overhead of Lot 14, Outlot A and Lot 12 within La Vista City Centre into Civic Center Park. In order to facilitate future construction within the park the temporary bypass needs to be permanently relocated. City staff have been working with OPPD and determined that the proposed route contained within this agreement is the best option for both the City and OPPD.

**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 (OPPD) FOR THE PERMANENT RELOCATION OF OVERHEAD LINE #26 IN AN AMOUNT NOT TO EXCEED \$2,098,340.

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 including line #26 within the boundaries of the City of La Vista; and

WHEREAS, the City Council of the City of La Vista has determined that said relocation are necessary; and

WHEREAS, the FY17/18 Biennial Budget provides funding for the proposed project; and

WHEREAS, the City's share of the estimated cost of the work is \$2,098,340; 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; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secures Council approval prior to authorizing any purchase over \$5,000.00,

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, approving and authorizing the execution of an Interlocal Cooperation Agreement with Omaha Public Power District (OPPD), as presented, for the permanent relocation of overhead line #26, subject to any additions, subtractions, or modifications as the City Administrator or City Engineer determines necessary or advisable, in an amount not to exceed \$2,098,340.

PASSED AND APPROVED THIS 6TH DAY OF MARCH, 2018.

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  
BETWEEN  
THE OMAHA PUBLIC POWER DISTRICT  
AND THE  
**City of La Vista**  
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**City of La Vista OPPD 69KV  
Transmission Line 26 Relocation**

**A G R E E M E N T**  
**City of La Vista OPPD 69KV Transmission Line 26 Relocation**

THIS AGREEMENT is made and entered into by and between the Omaha Public Power District hereinafter referred to as the "Utility" or "OPPD" and the **City of La Vista** hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, Utility 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.

WHEREAS, 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 84<sup>th</sup> Street Redevelopment Area, as amended, ("Redevelopment Plan").

WHEREAS, 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 of the participating public agencies, and to enter into agreement with one another for such purposes.

WHEREAS, transmission Line 26 ("Line 26") currently is located in areas described or depicted in attached Exhibit A incorporated herein by this reference, including without limitation parts of the Redevelopment Area owned by the City.

WHEREAS, the City, pursuant to the Redevelopment Plan and other public purposes, and Utility desire to provide for **Relocation of Line 26 to areas shown on the attached drawing marked as Exhibit B and incorporated by this reference, and removal of the existing Line 26 from the area shown on Exhibit A**. Said removal of existing lines and facilities, construction of new lines and facilities, and acquisition of any required property or rights will be undertaken under the project designation **City of La Vista OPPD 69KV Transmission Line 26 Relocation** (the "Project"). The Project shall include relocation of any other utilities currently attached to distribution poles affected by the Project, and

WHEREAS, preliminary plans and specifications for the Project are presented with this Agreement, and

WHEREAS, the City is willing to have the Utility contract and remove, relocate and construct Line 26 and other facilities as part of the 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 or the Utility's contractor will perform all work and requirements for the Project, including without limitation, acquisition of all required property and rights. The Utility will coordinate performance of the work so as to avoid disruption of traffic or other utilities. The Utility is given permission to enter upon City property within the Project area as needed to perform such work.

The Utility's engineering department has estimated the cost of the Project as provided in the attached Exhibit C ("Project Costs"). The City's share of such Project Costs shall be **\$2,098,340** ("Not to Exceed Amount").

Development, finalization, or modifications of any plans or specifications, scheduling and completion of the work connected with the Project, and processing of applications for payment shall be subject to approval of the City Engineer to his satisfaction.

SECTION 2. The City shall pay the Utility **100** percent of the actual and reasonable Project Costs, including without limitation, the construction effort for removing, relocating, and constructing Line 26 and other 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.

SECTION 3. The City shall make payment to the Utility within thirty (30) days after receipt of billing from the Utility as costs of the Project are incurred. 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. Ownership in the said facilities shall remain with the Utility at all times.

SECTION 4. 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. Pursuant to the Interlocal Act, the City and Utility 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;

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 Project as described in this Agreement or related documents or instruments.

d. The parties will pay costs and expenses of the Project 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 parties 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.

SECTION 6. This instrument constitutes the entire Agreement between the parties hereto 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. Any amendment shall be in writing executed by both parties.

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\_\_\_\_\_

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

Douglas Kindig, Mayor  
City of La Vista, Nebraska

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

Omaha Public Power District

BY:\_\_\_\_\_

TITLE:\_\_\_\_\_

## 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:

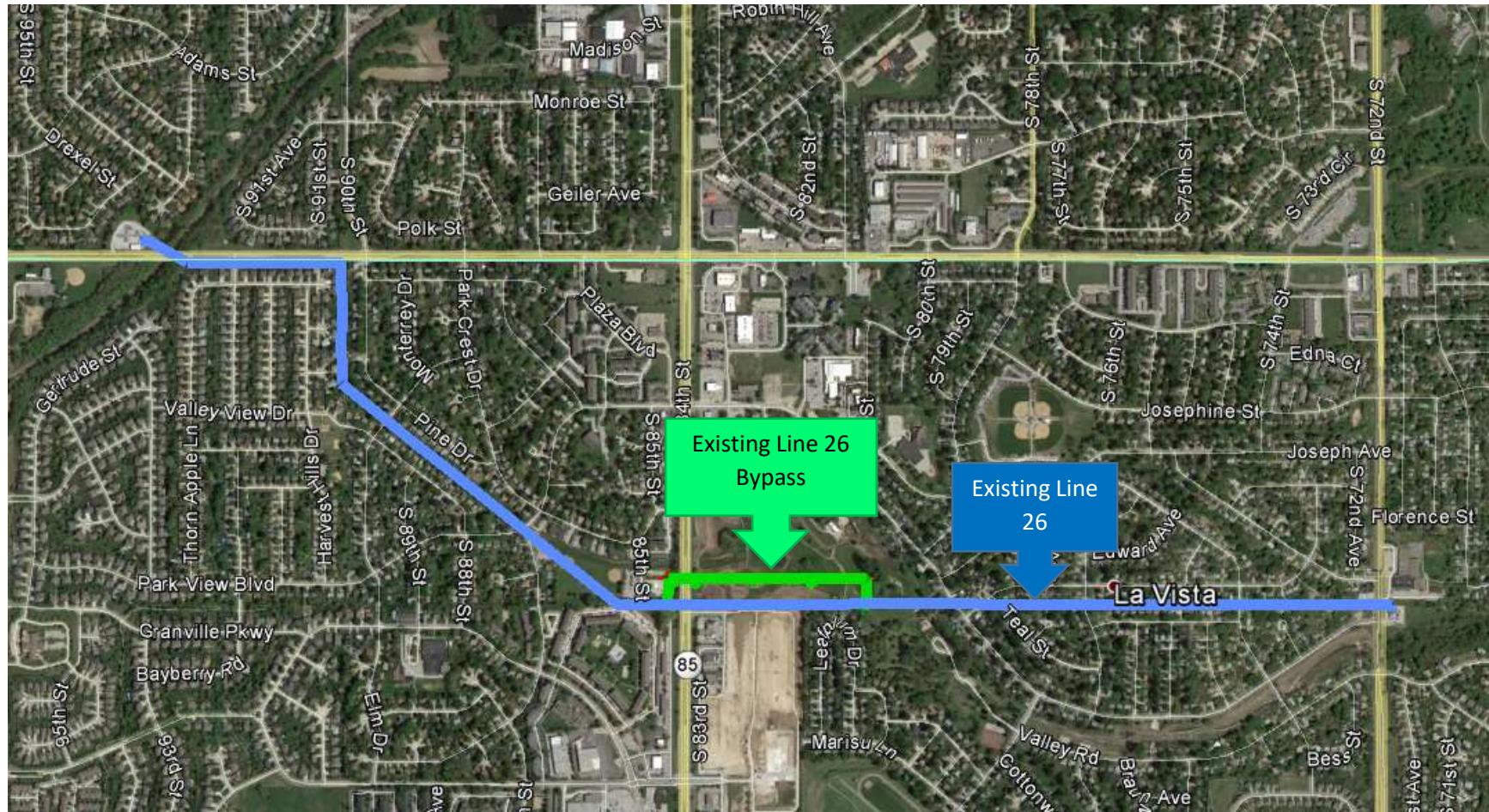
- 1) **Compliance with Regulations:** The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations. Parts 21 and 27, hereinafter referred to as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

**Exhibit A**

**Location of Current Lines and Facilities**

## Existing OPPD Line 26 Facilities



**Exhibit B**

**Proposed Location of Relocated Lines and Facilities**



## LEGEND

TRANSMISSION ONLY



TRANSMISSION W/ DISTRIBUTION



DISTRIBUTION ONLY



LEGEND

TRANSMISSION ONLY

□ REPLACE

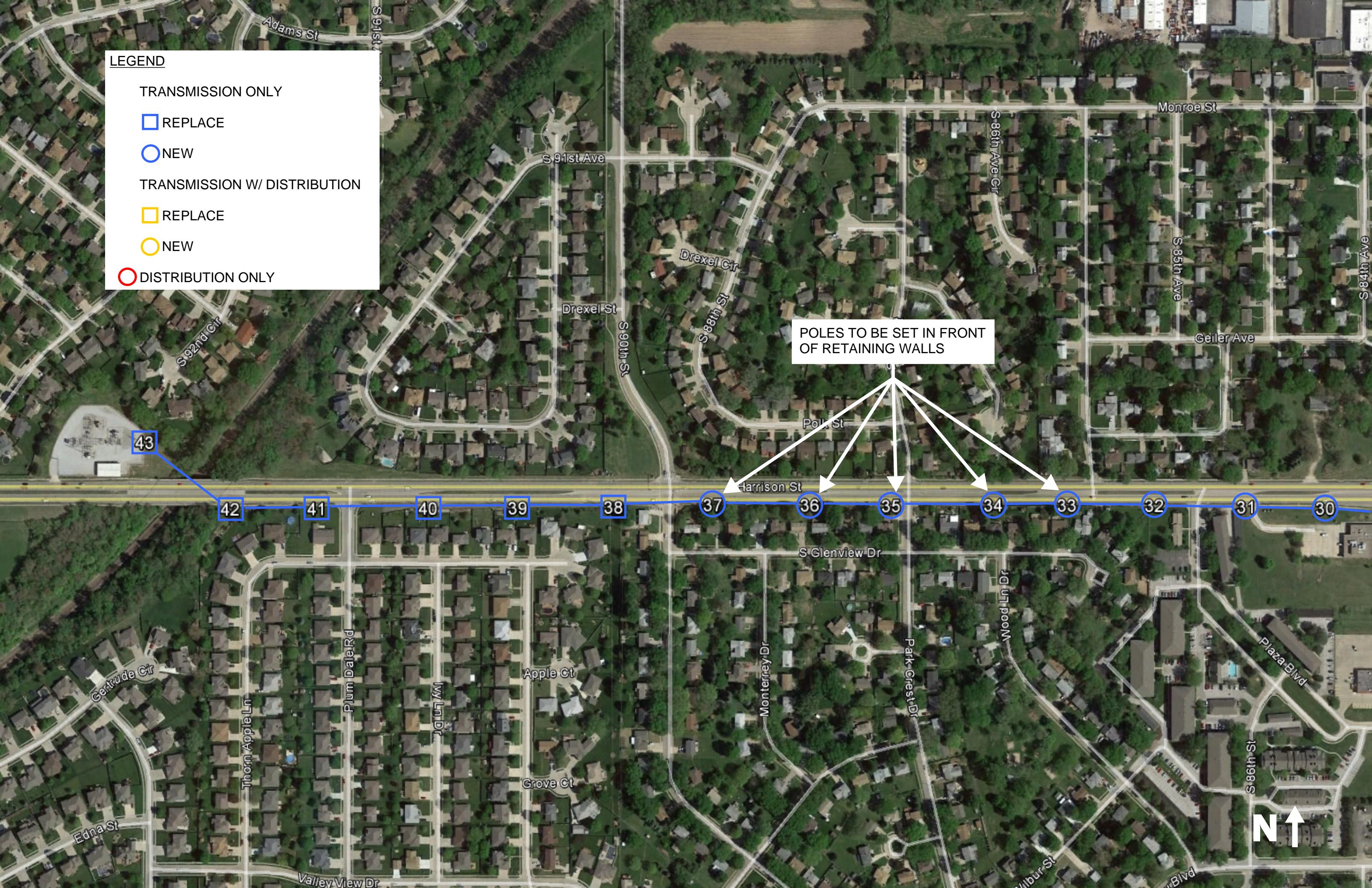
○ NEW

TRANSMISSION W/ DISTRIBUTION

□ REPLACE

○ NEW

○ DISTRIBUTION ONLY



**Exhibit C**  
**Project Costs**

## La Vista Transmission Project Line 26

### Estimate

Updated: 02/08/18

Item Description	La Vista Costs		OPPD Costs	
		Comment		Comment
<b>Engineering Total</b>	<b>\$ 247,401</b>		<b>\$ 40,275</b>	
Payroll	\$ 27,748		\$ 4,517	
Consultants	\$ 219,653		\$ 35,758	
<b>Land Rights Total</b>	<b>\$ 230,068</b>		<b>\$ 37,453</b>	
Payroll	\$ 17,200	OPPD agents	\$ 2,800	
Consultants	\$ 75,522	appraisals, tract maps	\$ 12,294	
Easements	\$ 137,346	10 tracts, 39,000 sq ft	\$ 22,359	Davit Arms may eliminate many easements
<b>Material</b>	<b>\$ 595,359</b>		<b>\$ 96,919</b>	
Capital Purchase	\$ 382,221	All steel poles	\$ 62,222	
Stores	\$ 213,138	wire/hardware	\$ 34,697	
<b>Construction Total</b>	<b>\$ 1,025,512</b>	<b>Structures 1 to 37</b>	<b>\$ 166,944</b>	<b>Structures 38 to 43</b>
Utility Relocates	\$ 176,975		\$ 28,810	
Tree Clearing	\$ 40,248		\$ 6,552	
Traffic Control	\$ 27,167		\$ 4,423	
Line Construction	\$ 554,700		\$ 90,300	
Distrbution	\$ 83,943		\$ 13,665	
Removals	\$ 100,721		\$ 16,396	
Damage/Restoration	\$ 41,757		\$ 6,798	
<b>Project Total</b>	<b>\$ 2,098,340</b>		<b>\$ 341,590</b>	

#### Notes

- 1) Design modified along 72nd Street to avoid construction limitations of wooden retaining walls. All facilities in road ROW.
- 2) Design modified along Harrison Street to avoid construction limitations of concrete retaining walls. Some facilities in road ROW.
- 3) Design modified to avoid landowner impact. Use of Davit arms in design reduced easement costs.
- 4) Underground utility conflicts more prevalent than assumed in original estimate.
- 5) Structures 38 to 43 will be replaced in place to bring entire line to current loading requirements. Costs will be incurred by OPPD.