

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 17, 2009 AGENDA**

Subject:	Type:	Submitted By:
HELL CREEK AT HARRISON STREET INTERLOCAL AGREEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the Mayor to execute an Interlocal Agreement with Douglas County and Sarpy County for the repair and stabilization of Hell Creek at Harrison Street.

FISCAL IMPACT

The total cost for this project is \$63,864.00; La Vista's share is 25% or \$15,966.00. The funding is available through savings from other projects in FY 08/09 budget.

RECOMMENDATION

Approval.

BACKGROUND

The stream bank, storm sewer system and bridge stabilization material on Hell Creek at the Harrison Street Bridge incurred serious damage from the summer storms of 2008. Douglas County discovered the damage when performing a regularly scheduled bridge inspection. The stream will require both short-term and long-term repairs in order to stabilize the area.

The proposed Interlocal Agreement is to address the short-term repairs which left unattended will likely cause the closure of the Harrison Street Bridge. Funding is being recommended in the FY 09/10 CIP to develop a long term solution to the problem. Because this situation was unknown at the time of budget preparation funding for the short-term repairs is not included in the current FY 08/09 budget. This project can be funded through savings in the current budget. Specifically, a storm sewer repair project budgeted for \$20,000 will need to be delayed until next year as the cost estimate significantly exceeded the budget. It is critical that the repair work be completed while the ground is still frozen and before the spring rains begin.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH DOUGLAS COUNTY AND SARPY COUNTY FOR THE REPAIR AND STABILIZATION OF HELL CREEK AT HARRISON STREET.

WHEREAS, in order to promote the health and safety of the residents of all parties to this Agreement pursuant to the authority granted to the parties per the Nebraska Interlocal Cooperation Act, the parties desire to effectuate the stabilization of Hell Creek at Bridge No. 03010 near Harrison Street, and;

WHEREAS, this project is know as Douglas County Project No. SP-2008(03) and;

WHEREAS, Douglas County, Sarpy County, and the City of La Vista wish to outline their respective duties and responsibilities and the sharing of costs for the design and construction costs for this improvement.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, authorize the Mayor to execute an Interlocal Agreement with Douglas County and Sarpy County for the repair and stabilization of Hell Creek at Harrison Street.

PASSED AND APPROVED THIS 17TH DAY OF FEBRUARY, 2009.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

INTERLOCAL AGREEMENT HELL CREEK AND HARRISON STREET

This Interlocal Agreement is made and entered into this _____ day of _____, 20____, by and between Douglas County, Nebraska, Sarpy County, Nebraska and the City of LaVista, Nebraska.

WITNESSTH:

WHEREAS, in order to promote the health and safety of the residents of all parties to this Agreement pursuant to the authority granted to the parties per the Nebraska Interlocal Cooperation Act, the parties desire to effectuate the stabilization of Hell Creek at Bridge No. 03010 near Harrison Street as shown on a map attached hereto as *Exhibit "A"* and incorporated herein by reference, and;

WHEREAS, this project is known as Douglas County Project No. SP-2008(03) and;

WHEREAS, Douglas County, Sarpy County, and the City of LaVista wish to outline their respective duties and responsibilities and the sharing of costs for the design and construction costs for this improvement.

NOW, THEREFORE, the following is agreed between the parties hereto:

- 1) Douglas County will act as the agent for all parties to this Agreement in the execution of the contract and general supervision of the work and administration of the contract for the project, and Douglas County accepts said agency. Douglas County will not enter into any agreements or contracts affecting this project without prior approval of Sarpy County and the City of LaVista. No separate legal entity is hereby created.
- 2) Douglas County will prepare the plans and specifications and provide the inspection for the construction of the improvements. The final plans and specifications shall be subject to the approval of Sarpy County and the City of LaVista, which approval shall not be unreasonably withheld.
- 3) The total cost of this project is estimated to be \$ 63,864.00 with Douglas County paying 50%, Sarpy County 25%, and the City of LaVista 25% (see EXHIBIT "B").
- 4) The cost of the project shall include the design, construction costs, testing costs, and any other miscellaneous costs required to repair drainage structures, stabilize and rip rap along Hell Creek at Bridge No. 03010 near Harrison Street.

- 5) Upon the acceptance of the contract for construction of the project, Douglas County will bill Sarpy County and the City of LaVista for their share of the costs. If, at the completion of the work said payments made by Sarpy County and the City of LaVista are more than the actual cost, Douglas County shall refund the excess payments to Sarpy County and the City of LaVista.
- 6) No Change Order to the construction contract shall cause a contract increase exceeding five percent (5%) of the contract price without prior approval of all parties.
- 7) This Agreement shall remain in effect until repair of Hell Creek at Bridge No. 03010 near Harrison Street is completed. Amendments hereto shall be made in writing.
- 8) Binding Effect. This Interlocal Agreement shall be binding upon the respective parties hereto.
- 9) No elected official or any officer or employee of Douglas County, Sarpy County, or City of LaVista shall have a financial interest, direct or indirect, in this Agreement.
- 10) Douglas County, Sarpy County, or the City of LaVista shall not, in performance of this Agreement, discriminate or permit discrimination against any person because of race, sex, age, national origin, or political beliefs or affiliations of federal or state laws.
- 11) Nondiscrimination Clause. The parties to this agreement shall not, in the performance of the agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex age, disability, political or religious opinion, affiliations or national origin.
- 12) Drug Free Policy. The parties to this agreement agree to establish, and maintain, a drug free workplace policy.
- 13) This instrument contains the entire Agreement of the parties and shall be binding upon the successors and assigns of the respective parties. No amendment, deletions, or additions shall be made to this Agreement except in writing.

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.

Executed by Douglas County this _____ day of _____, 20____.

Attest:

County Clerk

By: _____
Chair, County Board

Approved as to Form

County Attorney

Executed by Sarpy County this _____ day of _____, 20____.

Attest:

County Clerk

By: _____
Chair, County Board

Approved as to Form

County Attorney

Executed by LaVista, Nebraska this _____ day of _____, 20____.

Attest:

City Clerk

By: _____
Mayor

Approved as to Form

City Attorney



PROJECT NO. SP-2008(3)

**HELL CREEK STABILIZATION - HARRISON ST @ 110th ST
BRIDGE NO. C002803010**

EXHIBIT - A

PROPOSALSchedule of Contract Items and Bid Prices
ENGINEER'S ESTIMATE

Item No.	Description	Quantity	Unit	Unit Price	Amount
1	CLEARING AND GRUBBING GENERAL	1	LS	\$13,500.00	\$13,500.00
2	CLEARING AND GRUBBING TREES OVER 9" TO 18"	4	EA	\$400.00	\$1,600.00
3	EARTHWORK (EXCAVATION)	168	CY	\$12.00	\$2,016.00
4	EARTHWORK (EMBANKMENT)	381	CY	\$12.00	\$4,572.00
5	REMOVE TIMBER PILE	34	EA	\$200.00	\$6,800.00
6	REMOVE 36" CULVERT PIPE	4	LF	\$25.00	\$100.00
7	REPAIR COMBINATION CURB AND GUTTER	40	LF	\$25.00	\$1,000.00
8	REPAIR 4" CONCRETE SIDEWALK	246	SF	\$5.00	\$1,230.00
9	CONSTRUCT 36" CORRUGATED METAL PIPE CULVERT	22	LF	\$70.00	\$1,540.00
10	CONSTRUCT 36" P.C.C. COLLAR	1	EA	\$1,500.00	\$1,500.00
11	CONSTRUCT ROCK RIP-RAP - TYPE "A"	466	TONS	\$38.00	\$17,708.00
12	CONSTRUCT ROCK RIP-RAP - TYPE "B"	271	TONS	\$38.00	\$10,298.00
13	SEEDING, TYPE III (EROSION CONTROL)	0.25	ACRES	\$8,000.00	\$2,000.00

Total Bid: \$ \$63,864.00

<u>Jurisdiction</u>	<u>Percent</u>	<u>Cost</u>
Douglas County, NE	50%	\$31,932.00
Sarpy County, NE	25%	\$15,966.00
La Vista, NE	25%	<u>\$15,966.00</u>
TOTAL		\$63,864.00