

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**JULY 19, 2011 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
INTERLOCAL AGREEMENT – PHASE I CONSTRUCTION OF HELL CREEK STABILIZATION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

**SYNOPSIS**

A resolution has been prepared authorizing the execution of an Interlocal Agreement between Douglas County, Nebraska; Sarpy County, Nebraska; City of La Vista, Nebraska; Sanitary and Improvement District No. 294 of Douglas County, Nebraska; Sanitary and Improvement District No. 435 of Douglas County, Nebraska; and Sanitary and Improvement District No. 59 of Sarpy County, Nebraska; for Phase I Construction of Hell Creek Stream Stabilization.

**FISCAL IMPACT**

The FY 2010/11 Capital Improvement Program provides funding for the proposed project.

**RECOMMENDATION**

Approval

**BACKGROUND**

Douglas County, Sarpy County and the City of La Vista are parties to an agreement dated August 11, 2009 for the analysis of Hell Creek Stream Stabilization (Douglas County Project No. C-8-(498). All parties entered Supplemental Agreement Number One dated August 3, 2010 for Phase I Construction Plans. The total estimated cost of this project, consisting of construction costs, construction management and geotechnical testing is \$1,301,300.00. This project is eligible for Papio-Missouri River Natural Resources District (P-MRNRD) Urban Drainage Ways funds in the amount of 60% of the eligible project costs.

PMRNRD	\$780,780.00
Douglas County	\$130,130.00
Sarpy County	\$78,078.00
City of La Vista	\$78,078.00
SID 294	\$130,130.00
SID 435	\$52,052.00
<u>SID 59</u>	<u>\$52,052.00</u>
<b>TOTAL</b>	<b>\$1,301,300.00</b>

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, SARPY COUNTY, SANITARY AND IMPROVEMENT DISTRICT NO. 294 (IN DOUGLAS COUNTY), SANITARY AND IMPROVEMENT DISTRICT NO. 435 (IN DOUGLAS COUNTY, AND SANITARY AN IMPROVEMENT DISTRICT NO. 59 (IN SARPY COUNTY) FOR PHASE I CONSTRUCTION OF HELL CREEK STREAM STABILIZATION

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 enter into a mutual endeavor to stabilize a segment of Hell Creek referred to as "Phase I - Hell Creek Stabilization", and;

WHEREAS, Douglas County, Sarpy County, and La Vista entered into Supplemental Agreement Number One to the Interlocal Agreement Hell Creek Stabilization for Phase I Construction Plans on August 3, 2010, and;

WHEREAS, this project is known as Douglas County Project No. C-28(498)A and;

WHEREAS, Douglas County, Sarpy County, SID No. 294, SID No. 435, SID No. 59 and the City of La Vista desire to describe and define the responsibilities of the project and to enable them to jointly undertake the project in a manner described in the agreement.

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, Sarpy County, SID No. 294, SID No. 435, and SID No. 59 for Phase I Construction of Hell Creek Stream Stabilization.

PASSED AND APPROVED THIS 19TH DAY OF JULY, 2011.

CITY OF LA VISTA

ATTEST:

---

Douglas Kindig, Mayor

---

Pamela A. Buethe, CMC  
City Clerk

# INTERLOCAL AGREEMENT

DOUGLAS COUNTY PROJECT NO. C-28(498)A

HELL CREEK STREAM STABILIZATION

FOR

PHASE I CONSTRUCTION

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between the County of Douglas, Nebraska; the County of Sarpy, Nebraska; the City of La Vista, Nebraska; Sanitary and Improvement District No. 294 of Douglas County, Nebraska; Sanitary and Improvement District No. 435 of Douglas County, Nebraska; and Sanitary and Improvement District No. 59 of Sarpy County, Nebraska (hereafter referred to as "Douglas County", "Sarpy County", "La Vista", "SID No. 294", "SID No. 435", and "SID No. 59").

## WITNESSETH:

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 are desirous of entering into a mutual endeavor to stabilize a segment of Hell Creek referred to as "Phase I – Hell Creek Stabilization", as shown on a map attached hereto as Exhibit "A" and incorporated herein by reference. The stabilization segment will, among other things, include the Harrison Street Bridge, siphon structure reconstruction, Brookhaven Park parking lot, storm outlet, weir improvements, and Brookhaven Park ball field and;

WHEREAS, Douglas County, Sarpy County, and La Vista entered into Supplemental Agreement Number One to the Interlocal Agreement Hell Creek Stabilization for Phase I Construction Plans on August 3, 2010 with Lamp, Rynearson Associates, Inc. and;

WHEREAS, this project is known as Douglas County Project No. C-28(498)A and;

WHEREAS, all parties desire to describe and define the responsibilities of the project, to enable them to jointly undertake the project in the manner described as follows.

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

1. Douglas County will act as agent for all parties to this Agreement in the Hell Creek Stream Stabilization Phase I construction and enter into a Supplemental Engineering Agreement with Lamp, Rynearson and Associates, Inc. to provide construction project coordination, administration, staking, and inspection services during the construction phase to ensure that the project is completed in a way that satisfies all stakeholders.
2. The total estimated cost of this project, consisting of construction costs, construction management and geotechnical testing is \$1,301,300.00.
3. This project is eligible for Papio-Missouri River Natural Resources District (P-MRNRD) Urban Drainage Way funds in the amount of 60% of the eligible project costs. The remaining 40% local share shall be paid as set forth in Exhibit "B". If said funding from the P-MRNRD is not received, or is less than 60%, the Agreement will be null and void, affective upon receipt of notice from the P-MRNRD on that matter.

Upon the acceptance of the contract for the work described above, Douglas County will bill all parties for a sum equal to one-half (½) of its estimated total obligations hereunder (as per Exhibit "B") and all parties shall pay that amount and any other draw request made by Douglas County within thirty (30) days. Douglas County will seek reimbursement from the P-MRNRD upon completion of each component and reimburse each party their sixty percent (60%) share. If, at the completion of the work, said payments made by all parties are more than the actual cost, Douglas County shall refund the excess payments to all parties. Each party shall be responsible for its own legal, fiscal and interest costs.

4. Each party will grant access to its property for all design, construction and supervision work which is necessary to complete the project. If the consent of a non-party is necessary, the party with jurisdiction of the property will obtain the necessary temporary construction and maintenance easement from the non-party no later than August 31, 2011.
5. This Agreement shall remain in effect until the project has been completed, and accepted by Douglas County acting on behalf of all parties. Amendments hereto shall be made in writing.
6. The parties further agree to maintain the property which is the subject of this stabilization project in accordance with the terms and requirements of P-MRNRD as set forth in its funding approval, and in accordance with its Special Operation and Maintenance Agreement, which is attached hereto and incorporated herewith as Exhibit "C". The obligation of future maintenance

shall run with the land for a term of ten years from completion of the construction phase of the project and be binding on each party, its successors and assigns.

7. All parties shall not, in the performance of the terms of this contract, discriminate or permit discrimination against any parties on account of race, national origin, sex, age disability, or political affiliations in violation of federal or state laws or local ordinances.
8. Drug Free Policy. Each party provides assurance that it has established and maintains a drug free workplace policy.
9. Entire Agreement. This instrument contains the entire agreement of the parties and shall be binding upon the successors and assigns of the respective parties. No amendments, deletions, or addition shall be made to this Agreement except in writing signed by all parties.
10. Applicable Law. Nebraska law shall govern the terms and performances under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by the proper  
officers and attesting officers of the above-mentioned companies.

EXECUTED by Douglas County, Nebraska this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

ATTEST:

By \_\_\_\_\_  
Chair, Board of Commissioners

APPROVAL AS TO FORM: \_\_\_\_\_  
Deputy County Attorney

EXECUTED by Sarpy County, Nebraska this \_\_\_\_\_ day of \_\_\_\_\_, 2011

ATTEST:

\_\_\_\_\_  
Sarpy County Clerk

By \_\_\_\_\_  
Chair, Board of Commissioners

APPROVAL AS TO FORM: \_\_\_\_\_  
\_\_\_\_\_  
Deputy County Attorney

EXECUTED by the City of La Vista, Nebraska this \_\_\_\_\_ day of \_\_\_\_\_, 2011

ATTEST:

---

La Vista City Clerk

By \_\_\_\_\_  
Mayor of La Vista

APPROVAL AS TO FORM: \_\_\_\_\_  
City Attorney

EXECUTED by SID No. 294 of Douglas County, Nebraska this \_\_\_\_\_ day of \_\_\_\_\_, 2011

ATTEST:

\_\_\_\_\_  
Clerk, SID 294

By \_\_\_\_\_  
Chairman, SID No. 294

EXECUTED by SID No. 435 of Douglas County, Nebraska this \_\_\_\_\_ day of \_\_\_\_\_, 2011

ATTEST:

\_\_\_\_\_  
Clerk, SID No. 435

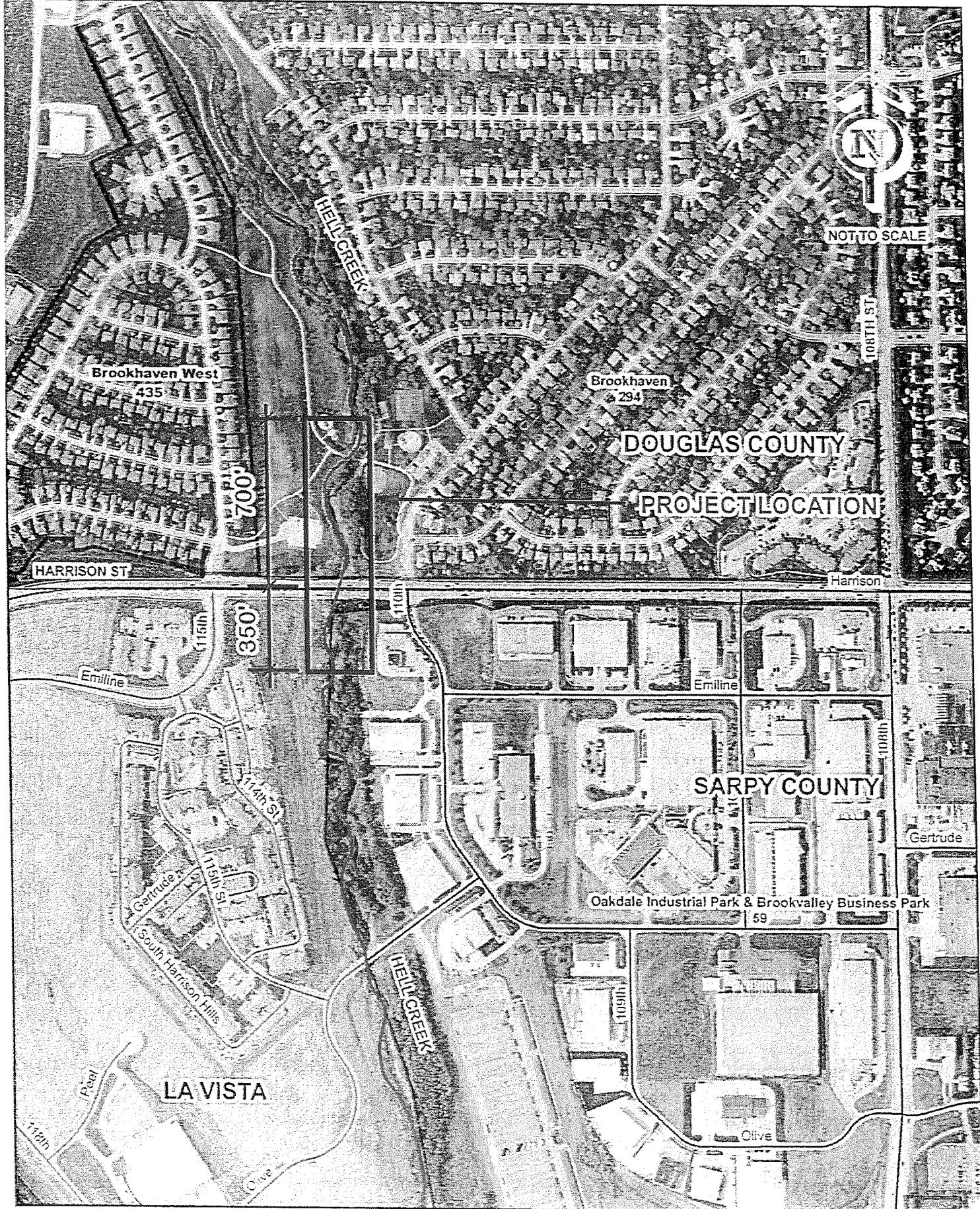
By \_\_\_\_\_  
Chairman, SID No. 435

EXECUTED by SID No. 59 of Sarpy County, Nebraska this \_\_\_\_\_ day of \_\_\_\_\_, 2011

ATTEST:

\_\_\_\_\_  
Clerk, SID No. 59

By \_\_\_\_\_  
Chairman, SID No. 59



PATIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT  
URBAN DRAINAGEWAY PROGRAM

Special Operation and Maintenance Agreement

This agreement is made between the **Patio-Missouri River Natural Resources District** (hereinafter "the District"), acting under authority of Section 2-3235 R.R.S., 2007, and **Douglas County** (hereinafter "the Sponsor") which sponsor intends to carry out the following described project: **Hell Creek Drainageway Project** (hereinafter "the Project") located in **Douglas County, Nebraska**.

It is agreed that, if the District furnished financial aid to the Sponsor for the Project, in consideration thereof:

1. The Sponsor warrants that it now has, or can obtain, the resources, ability, and authority, and will obtain the additional funds, permits, services, materials, and land rights necessary to complete the Project, without additional cost to the District.
2. The Sponsor shall operate, maintain, and repair the Project after completion in accordance with accepted engineering standards and practices, without additional cost to the District. If the Project is either removed or improperly maintained within a period of **ten (10) years** following completion, the Sponsor may be requested to refund all, or a portion, of the District's cost share funds.
3. The Sponsor shall indemnify and hold the District harmless from and against all liability and damages resulting from the design, construction, operation, or maintenance of the Project, and against all demands, causes of action, and claims arising therefrom, except as may be caused by negligence of the District, its agents, representatives, or employees.
4. The Sponsor shall publicly acknowledge the District's contribution to the Project on a permanent sign, plaque or other fixture (containing the District's logo), to be maintained by the Sponsor for the life of the project specified above. Such acknowledgement shall also be contained on all temporary construction signs and in all media publicity about the Project.
5. The effective date of this agreement shall be **May 1, 2011**.

SPONSOR: **DOUGLAS COUNTY**

By:

*Tom Doyle, Douglas County Engineer*

Attest:

*Tom Doyle, Engr. mtr.*

PATIO-MISSOURI RIVER NRD

By:

*Joe*

Attest:

*Brad Brey*

Date:

5-4-11

Date:

4-26-11

Exhibit "C"

Hell Creek Stream Stabilization - Phase 1  
Project Cost Projections

Total Projected Project Construction Cost	\$ 1,165,000.00
Construction Administration, Construction Staking, Materials Testing	\$ 136,300.00
Projected Total Project Cost	\$ 1,301,300.00
	****Does not include Project Design Fees

Interlocal Agreement Funding Partners

	Douglas County	Sapulpa County	Lavista	SID 294	SID 435	SID 69	Totals
Cost Share Percentage (%)	25%	15%	15%	25%	10%	10%	100%
Total Obligation	\$ 325,325.00	\$ 195,195.00	\$ 195,195.00	\$ 325,325.00	\$ 130,130.00	\$ 130,130.00	\$ 1,301,300.00
P-MRN RD Urban Drainageway Funding Reimbursement (Assumed 60%)	\$ 195,195.00	\$ 117,117.00	\$ 117,117.00	\$ 195,195.00	\$ 78,078.00	\$ 78,078.00	\$ 780,780.00
40% Local Share	\$ 130,130.00	\$ 78,078.00	\$ 78,078.00	\$ 130,130.00	\$ 52,052.00	\$ 52,052.00	\$ 520,520.00

EXHIBIT (B)