

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AUTHORIZING CHAIRMAN TO SIGN REVISED INTERLOCAL
COOPERATION AGREEMENT FOR THE IMPROVEMENT OF HARRISON STREET
FROM APPROXIMATELY 203rd STREET TO 210th STREET

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the county necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, an agreement had been approved by this Board for the improvement of Harrison Street from approximately 203rd Street to 210th Street, and said agreement, as proposed shares the cost of said project between Douglas County, Nebraska, Sanitary and Improvement District No. 524 of Douglas County, and Sarpy County, Nebraska; and,

WHEREAS, said agreement has since been revised in a manner that does not substantially alter the terms and conditions applicable to Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT, pursuant to the statutory authority set forth above, the Chairman of this Board, together with the County Clerk, be and hereby are authorized to execute on behalf of this Board an the revised Interlocal Cooperation Agreement for Paving of Harrison Street from 203rd Street to 210th Street, a copy of which is attached hereto.

BE IT FURTHER RESOLVED that the action of this Board in approving the prior agreement is hereby rescinded.

DATED this 19th day of May 2009.

Moved by Rich Jansen, seconded by Tom Richards, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

[Signature]

none

none

Rich Jansen

John Jones

Tom Richards

Patrick J. Thomas

ABSTAIN:

none



Debra J. Houghtaling
County Clerk

Approved as to form:

[Signature]
Deputy County Attorney

INTERLOCAL COOPERATION AGREEMENT

HARRISON STREET, 204th STREET TO 210th STREET

DOUGLAS COUNTY, NEBRASKA
SARPY COUNTY, NEBRASKA
SANITARY AND IMPROVEMENT DISTRICT NO. 524 (Coventry)

THIS AGREEMENT made and entered into by and between the County of Douglas, Nebraska, (hereinafter referred to as "Douglas County"), County of Sarpy, Nebraska, (hereinafter referred to as "Sarpy County") and Sanitary and Improvement District No. 524 of Douglas County, Nebraska (hereinafter referred to as "SID 524").

PRELIMINARY STATEMENT

The Parties desire to improve Harrison Street to a 5 lane concrete street with median from 150 feet east of 206th Street to 300 feet west of Spence Drive, and with a 3 lane wide road and tapers for the remainder of the project. Douglas County and Sarpy County have jurisdiction and control of this segment of Harrison Street.

Pursuant to the Interlocal Cooperation Act, Section 13-801, et. seq., Douglas County, Sarpy County, and SID 524 are authorized to enter into this Agreement with each other so as to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of such political subdivisions.

It is in the best interests and would be mutually advantageous to Douglas County, Sarpy County, SID 524, and the undeveloped property to the south of Harrison Street abutting the project to improve at this time, pursuant to this Agreement, Harrison Street as shown on the site plan attached hereto as Exhibit "A" and with costs as shown on the attached Exhibit "B"

and incorporated herein by this reference. Such improvements may include, without limitation, acquisition of additional right of way, change of grade, constructing or widening concrete or asphaltic pavement, relocation of utilities, installation of storm sewers and other drainage facilities, and related improvements, hereinafter referred to as the "Improvements".

The Parties hereto have evaluated the type, cost and schedule of improvements necessary to serve the area.

It is recognized by the Parties that the undeveloped property south of Harrison Street abutting the project will benefit from the improvement and shall pay its fair share of the costs.

The City of Omaha administers the Arterial Street Improvement Projects (ASIP) fund and has approved the use of ASIP funds for this project. The City's approval is contained in the Subdivision Agreement Section X Letter F between the City and SID 524 approved by the Omaha City Council on May 6th, 2008.

NOW, THEREFORE, it is agreed to by and between Douglas County, Sarpy County and SID 524 to contract with each other as follows:

1. No Administrative Entity: There shall be no separate legal or administrative entity created to administer this Agreement and, therefore, no separate budget established for such entity.

2. Topographic Survey and Design: SID 524 will contract with E&A Consulting Group, registered engineers in the State of Nebraska, for the preparation of a topographic survey, plans and specifications for the Improvements. The final plans and specifications shall be subject to approval by each of the Parties

hereto, which approval shall not be unreasonably withheld. Douglas County and Sarpy County will timely reimburse SID 524 their proportional share of the costs to prepare the topographic survey and design as shown on Exhibit "B".

3. Right-of-Way: SID 524 will contract with E&A Consulting Group, registered engineers in the State of Nebraska, for the preparation of tract maps and legal descriptions for right-of-way, permanent easements and temporary easements necessary to construct the Improvements. Douglas County and Sarpy County will timely reimburse SID 524 their proportional share of the costs to prepare the tract maps and legal descriptions as shown on Exhibit "B". Douglas County and Sarpy County will acquire the right-of-way and easements. SID 524 will donate the right-of-way and easements within its boundaries necessary to construct the project.
4. Public Bidding: Douglas County will publicly bid and contract for the improvements.
5. Construction: SID 524 will contract with E&A Consulting Group for construction management of the Improvements and will contract with a testing service for construction testing of the Improvements. Improvements shall be constructed in accordance with the plans and specifications approved by the Parties hereto in accordance with Paragraph 2. E&A Consulting Group will prepare monthly contractor pay estimates for Douglas County. Douglas County shall pay the contractor and related project costs within 45 days of E&A Consulting Group's recommendation for payment. SID 524 and Sarpy County will timely pay Douglas County their proportional share of the construction and related costs as shown on Exhibit "B". During the course of the construction of the Improvements, Douglas County, Sarpy County and SID 524 may at any time cause inspection of the work to insure compliance with the final plans and

specifications. The Parties hereto agree that Douglas County and Sarpy County will own, operate and, at their cost, maintain the Improvements within the right-of-way upon completion.

6. Down Payment of Construction Costs: Following the approval of this agreement and upon Douglas County's acceptance of the bids, Sarpy County and SID 524 will pay Douglas County Fifty Percent (50%) of their proportional shares of the estimated construction costs. Douglas County will co-mingle the construction cost down payment funds with the Douglas County contribution to make progress payments to the contractor and related Improvement costs.
7. Progress Payments to Douglas County: As the co-mingled funds are depleted by the construction and related costs progress payments, Sarpy County and SID 524 will make timely payments to Douglas County to complete the project.
8. Estimated Costs and Proportional Shares: The estimated costs and proportional share of the items to complete the project are as shown on the "Cost Sharing For Harrison Street Interlocal Agreement" attached hereto as Exhibit "B" and incorporated herein by this reference.
9. Final Adjustment of Contributions: Subsequent to paying final Construction and related costs, Douglas County shall invoice (or reimburse) Sarpy County and SID 524 monies to maintain the proportional share percentages as shown on Exhibit "B". Subsequent to paying final topographic survey, design, construction management, testing and right-of-way tract map costs, SID 524 shall invoice (or reimburse) Sarpy County and Douglas County monies to maintain the proportional share percentages as shown on Exhibit "B".

10. Undeveloped Property South of Harrison Street: As this project benefits the undeveloped property south of Harrison Street adjacent to the project, Sarpy County agrees to use it's best efforts as a condition to approving final platting or rezoning of such undeveloped property west of 204 Street that such undeveloped property reimburse SID 524 Fifty Percent (50%) of SID 524's final costs as its fair share for the costs of the Improvement. SID 524's final costs will be divided by 2892 (length of project in feet). Each development south of the Improvement shall reimburse SID 524 its share based on the lineal foot frontage it has on the Improvement.

11. Purpose of Agreement / Timing of Work: It is the mutual desire and intention of the Parties that the Improvements shall be completed by December 1, 2009. Accordingly, the Parties hereby agree to cooperate with each other and make reasonable, good faith efforts to perform their obligations hereunder in a timely manner so as to achieve completion of all of the Improvements contemplated by this Agreement by December 1, 2009.

12. Records: Douglas County shall maintain records of all construction costs incurred in connection with the Improvements. Sarpy County and SID 524 shall have the right to audit and review such records at any time to assure that such records are accurate.

13. Duration: This Agreement shall continue until such time as the Improvements to be performed by the Parties to this Agreement have been completed, unless this Agreement is terminated sooner by written agreement of all parties hereto.

14. Appointment of Administrators: The Douglas County Engineer shall administer this agreement on behalf of Douglas County. The Sarpy County Engineer shall administer this agreement on behalf of Sarpy County. E&A Consulting Group shall administer this agreement on behalf of SID 524.

15. Nondiscrimination Clause: In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. 48-1122, all Parties to this agreement agree that neither they nor any of their subcontractors or agents shall discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.

16. Drug Free Policy: All Parties to this agreement assure Douglas County and Sarpy County that they have established and maintain a drug free workplace policy.

This Agreement contains the entire agreement of the Parties and shall be binding upon the successors and assigns of the respective parties. No amendments, deletions or additions shall be made to this Agreement except in writing signed by all Parties. Nebraska law shall govern the terms and performances under this Agreement.

Executed by the Chairman and Clerk of Sanitary and Improvement District No. 524 of Douglas County, Nebraska this 4th day of May, 2009.

ATTEST:

Sanitary and Improvement District No. 524 of Douglas County, Nebraska

By: [Signature] Clerk
By: [Signature] Chairman



Executed by the County of Douglas, Nebraska this 28th day of April, 2009.

ATTEST:

DOUGLAS COUNTY, NEBRASKA

By: [Signature]
County Clerk

By: [Signature]
Chairman

Executed by the County of Sarpy, Nebraska this 19th day of May, 2009.

ATTEST:

SARPY COUNTY, NEBRASKA

By: [Signature]
County Clerk

By: [Signature]
Chairman



APPROVED AS TO FORM:

APPROVED AS TO FORM:

[Signature]
Deputy Douglas County Attorney

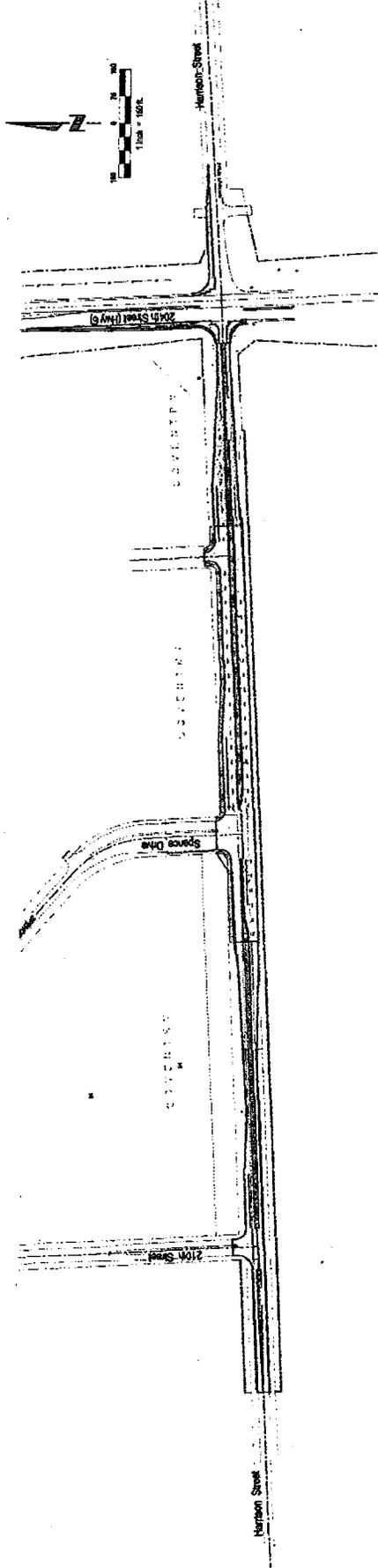
[Signature]
Deputy Sarpy County Attorney

HARRISON STREET INTERLOCAL AGREEMENT

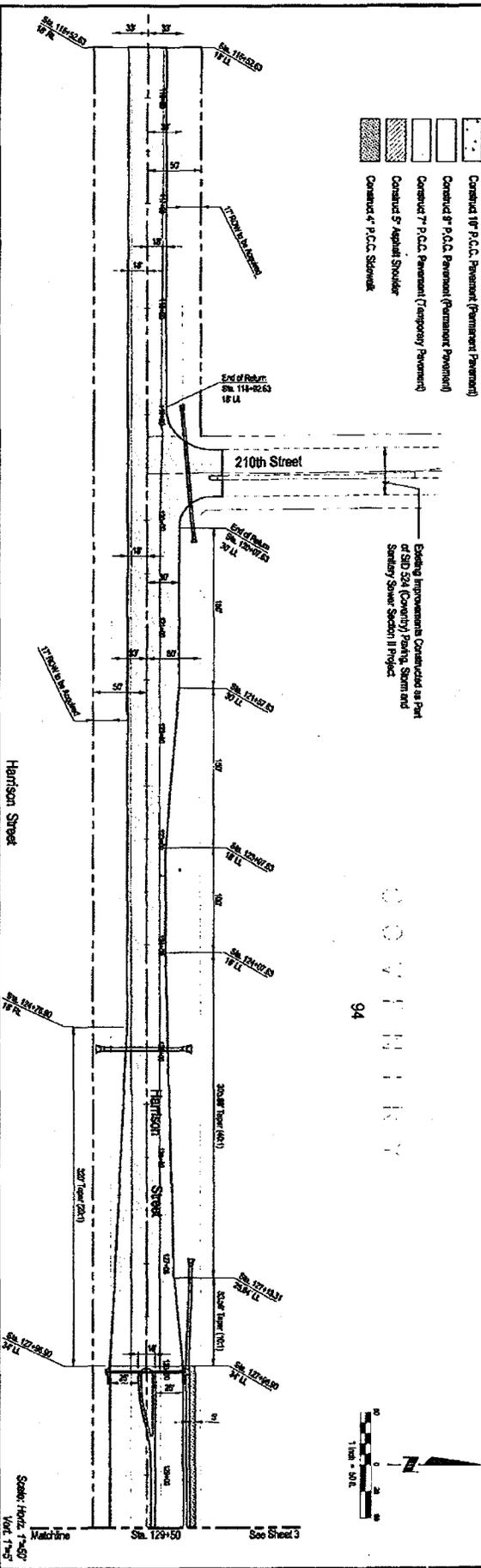
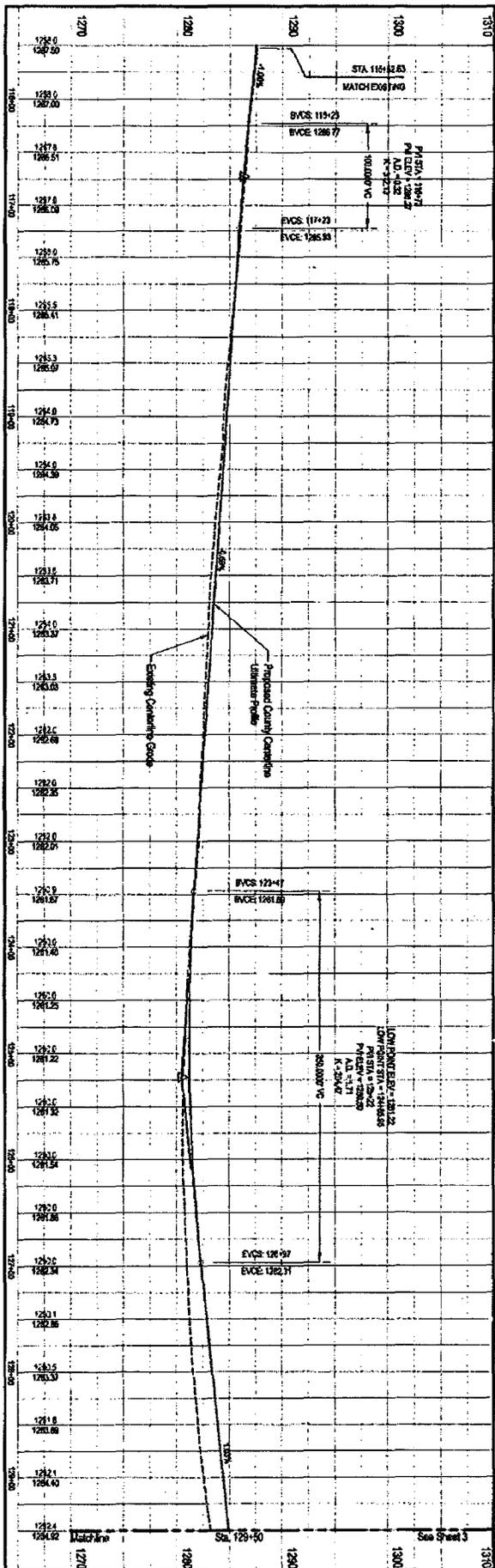
EXHIBIT "A"

DOUGLAS COUNTY, NEBRASKA
 SARPY COUNTY, NEBRASKA
 S.I.D. 524 (DOUGLAS COUNTY)

DOUGLAS COUNTY PROJECT NO. C-28(482)



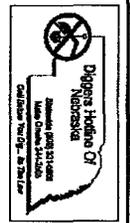
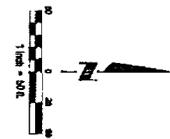
E&A CONSULTING GROUP, INC. ENGINEERING • PLANNING • FIELD SERVICES 	COVENTRY LOTS 91 THRU 98 MOBILE HOME SITES OF TRU. F. ACRES HARRISON STREET APPROXIMATE S.I.D. 524 DOUGLAS COUNTY, NEBRASKA	HARRISON STREET INTERLOCAL AGREEMENT EXHIBIT "A"	Date: 11/20/2014	Scale:	Sheet: 1 of 1
			Drawn by:	Checked by:	



- Legend**
- ▨ Contract 1P P.C.C. Pavement (Permanent Pavement)
 - ▨ Contract 2P P.C.C. Pavement (Permanent Pavement)
 - ▨ Contract 3P P.C.C. Pavement (Permanent Pavement)
 - ▨ Contract 4P P.C.C. Pavement (Permanent Pavement)
 - ▨ Contract 5P Asphalt Shoulder
 - ▨ Contract 6P P.C.C. Shoulder

Note:
 Existing Street Markers Located
 on Douglas County Uniform Rules

94



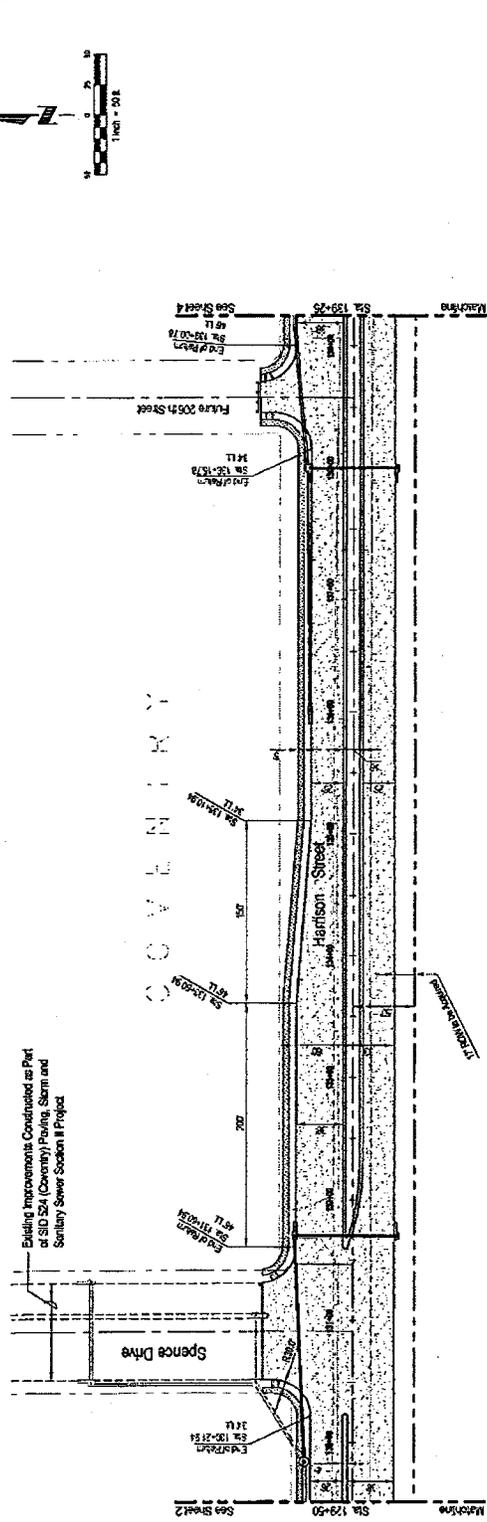
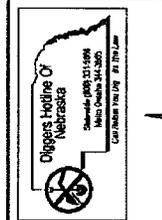
Proj No.	2204-27-01
Date	11/20/2013
Designed by	DDH
Drawn by	BDJ
Checked by	
Sheet	1 of 8

**HARRISON STREET
 INTERLOCAL
 AGREEMENT
 EXHIBIT "A"**

COVENTRY
 LOTS 61 THRU 66 INCLUSIVE AND
 OUTLOTS "C" THRU "E" INCLUSIVE
 HARRISON STREET
 IMPROVEMENTS
 S 10, 14 & 18
 DOUGLAS COUNTY, NEBRASKA

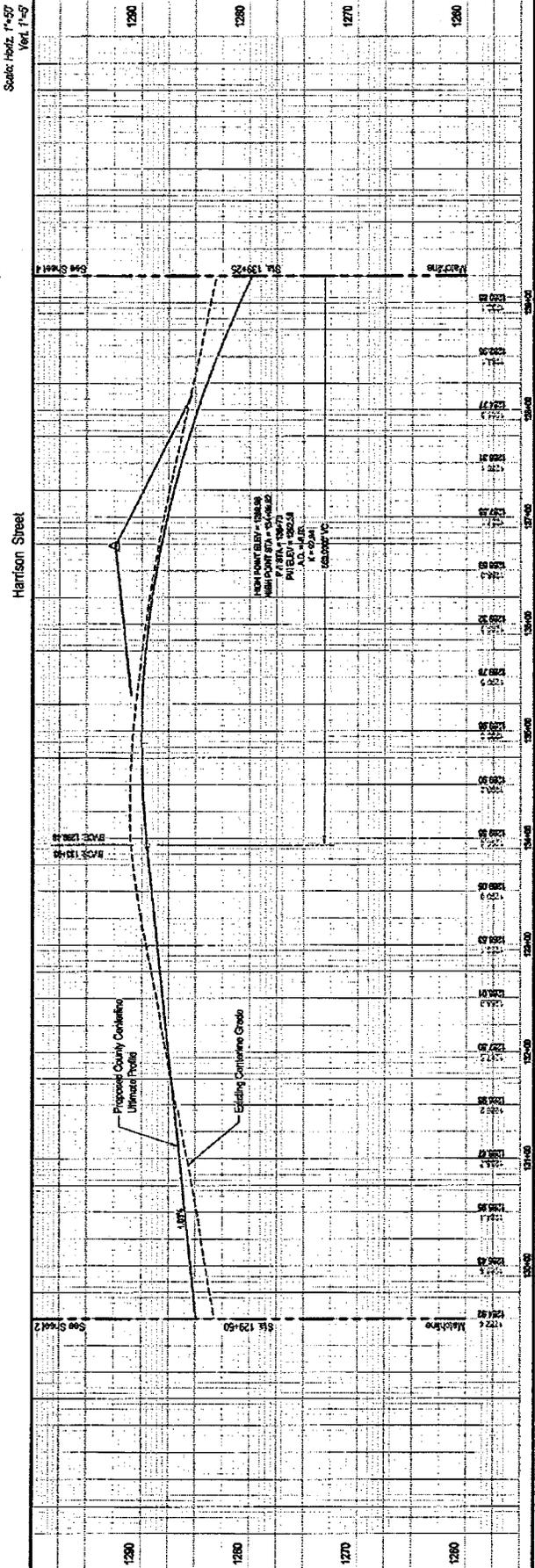
e+a **E&A CONSULTING GROUP, INC.**
 ENGINEERING • PLANNING • FIELD SERVICES

30 NORTH 167th STREET, OMAHA, NE 68184
 PHONE: (402) 384-1700 FAX: (402) 384-1800
 www.eagroup.com



- Legend**
- Constructed 10' P.C.C. Pavement (Permanent Pavement)
 - Constructed 8' P.C.C. Pavement (Permanent Pavement)
 - Constructed 7' P.C.C. Pavement (Temporary Pavement)
 - Constructed 5' Asphalt Shoulder
 - Constructed 4' P.C.C. Skewalk

Existing Improvements Constructed as Part of SID 304 (Coventry Paving, Storm and Sanitary Sewer Station #1 Project)



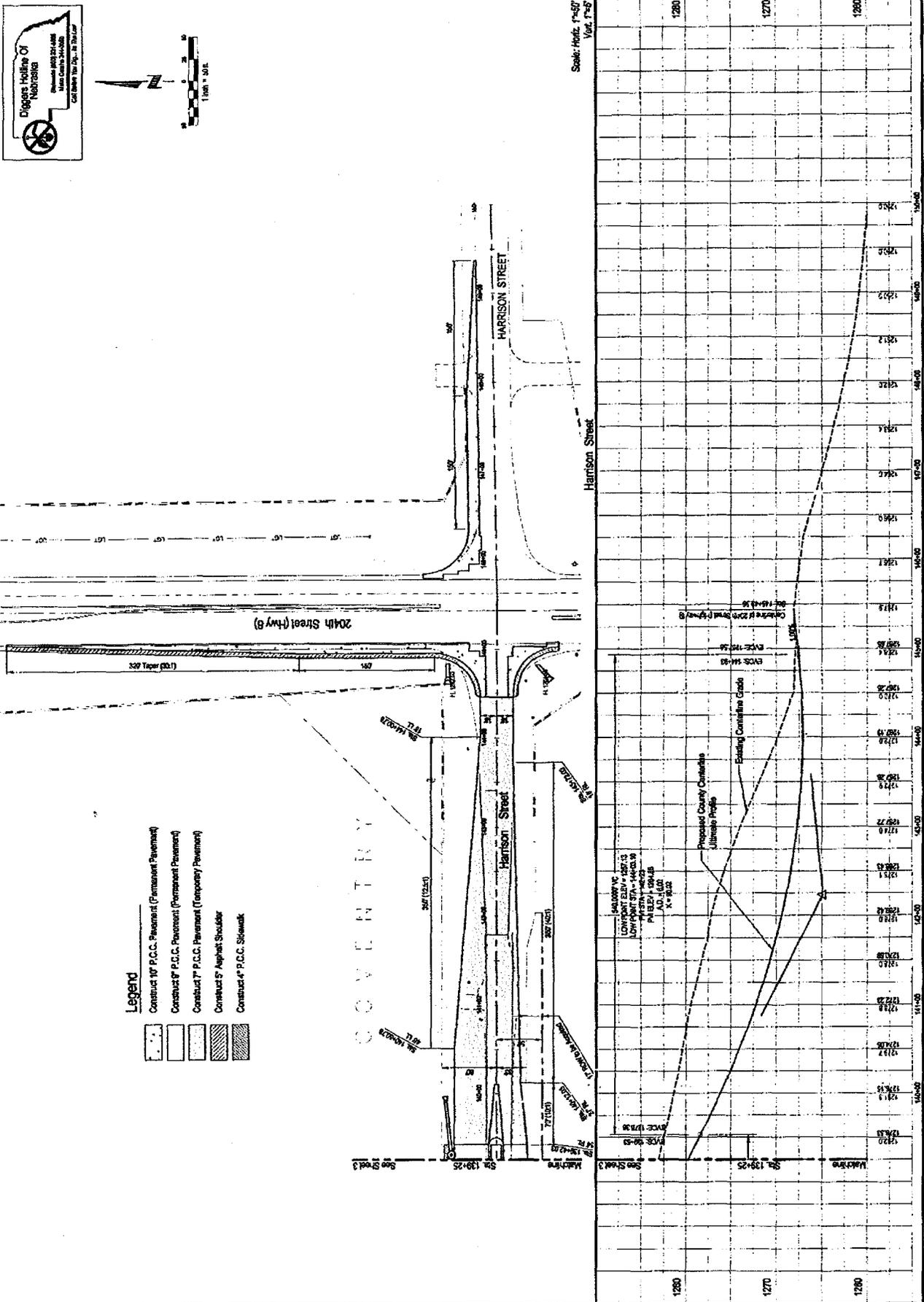
HIGH POINT ELEVATION: 1280.00
 LOW POINT ELEVATION: 1260.00
 FILED: 1/20/18
 A.C. HALL
 K-0244
 02/27/2018

Plan No.	2004-01
Date	11/20/03
Drawn By	MDR
Checked By	MDR
Order No.	
Sheet No.	1 of 1

HARRISON STREET
 INTERLOCAL
 AGREEMENT
 EXHIBIT 'A'

COVENTRY
 1013 N. MAIN ST. NORTHEAST
 DULUTH, GA 30091
 HARRISON STREET
 IMPROVEMENTS
 COVINGTON COUNTY, GEORGIA

E&A CONSULTING GROUP, INC.
 ENGINEERING • PLANNING • FIELD SERVICES
 20 KENT LANE STREET, SUITE 100
 FARMINGTON, CT 06030
 WWW.E&A.COM



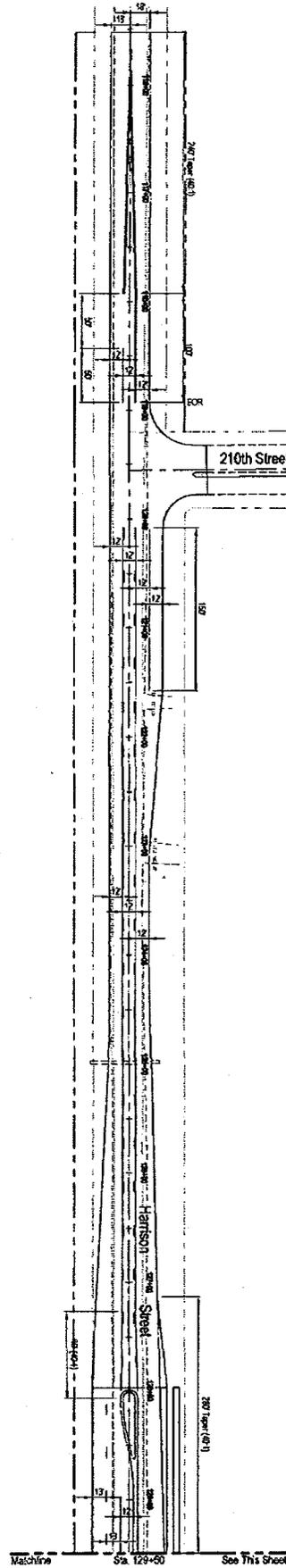
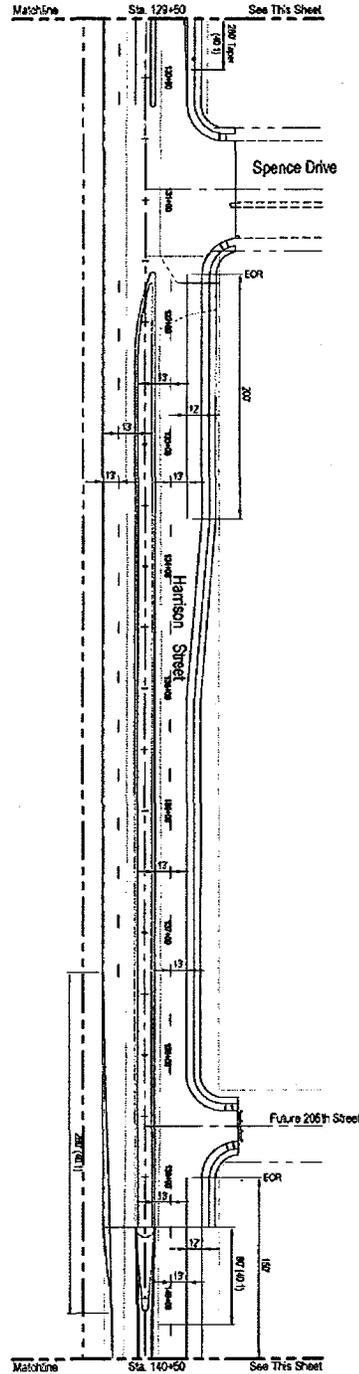
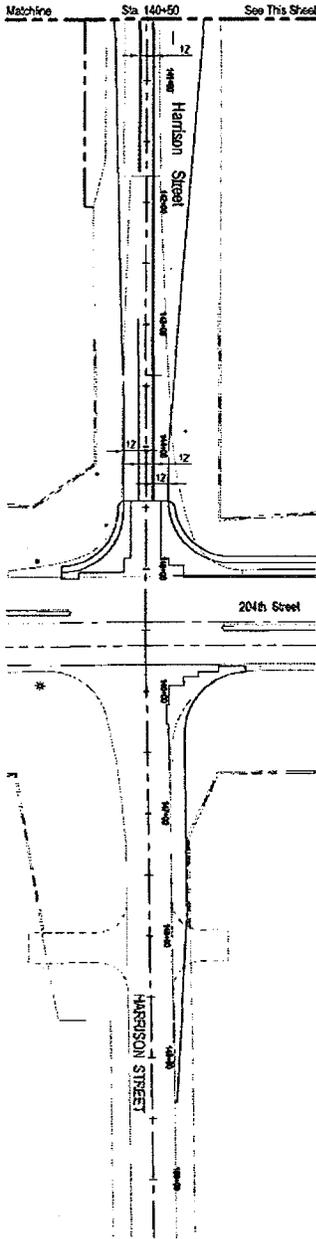
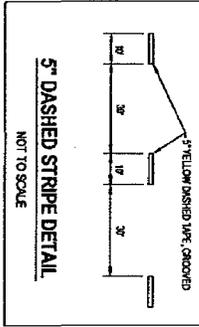
- Legend**
- Construct 1" P.C.C. Pavement (Permanent Pavement)
 - Construct 2" P.C.C. Pavement (Permanent Pavement)
 - Construct 3" P.C.C. Pavement (Permanent Pavement)
 - Construct 4" P.C.C. Pavement (Permanent Pavement)
 - Construct 5" Asphalt Shoulder
 - Construct 6" P.C.C. Shoulder

14000' VC
 LOWPOINT ELEV = 1267.13
 LOWPOINT STA = 1267+13
 PAVEMENT GRADES
 A.D. 1267
 X = 0.02

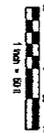
Proposed County Centerline
 Ultimate Profile

Existing Centerline Grade

1280+00
 1270+25
 1260+00



STRIPING PLAN



Project: P25CLAP118	Revision:
Date: 11/22/2007	Description:
Designed by: OCA	
Drawn by: PZ	
Checked by:	
Scale: 1/8" = 1'-0"	

HARRISON STREET
INTERLOCAL
AGREEMENT
EXHIBIT "A"

COVENTRY
LOTS 51 THRU 56 INCLUSIVE AND
OUTLOTS 10 THRU 12 INCLUSIVE
HARRISON STREET
IMPROVEMENTS
1 TO 40 STA
DOUGLASS COUNTY, NEBRASKA

E&A CONSULTING GROUP, INC.
ENGINEERING • PLANNING • FIELD SERVICES

100 NORTH 117TH STREET SUITE A-101
OMAHA, NE 68154
PH: (402) 421-5757 FAX: (402) 421-5758
WWW.EA-CONSULTING.COM

EXHIBIT "B"
COST SHARING FOR HARRISON STREET INTERLOCAL AGREEMENT
DOUGLAS COUNTY PROJECT NO. C-28 (482)

HARRISON STREET IMPROVEMENTS
 SID 524 (COVENTRY)

Date: 4/7/2009
 By: DCW/MJM
 E&A #: P2004.277.001

ITEM	ESTIMATED COST	SARPY COUNTY		DOUGLAS COUNTY		DOUGLAS CO./SID 524 ASIP		SID 524	
		% SHARE	AMOUNT	% SHARE	AMOUNT	% SHARE	AMOUNT	% SHARE	AMOUNT
CONSTRUCTION	\$1,025,000.00	25.00%	\$256,250.00	10.71%	\$109,734.34	27.41%	\$280,952.50	36.88%	\$378,063.16
DESIGN	\$77,200.00	25.00%	\$19,300.00	10.71%	\$8,264.87	27.41%	\$21,160.52	36.88%	\$28,474.61
DESIGN TOPOGRAPHIC SURVEY	\$10,000.00	25.00%	\$2,500.00	10.71%	\$1,070.58	27.41%	\$2,741.00	36.88%	\$3,688.42
R/W TRACT MAPS	\$3,250.00	25.00%	\$812.50	10.71%	\$347.94	27.41%	\$890.83	36.88%	\$1,198.74
CONSTRUCTION MANAGEMENT	\$135,300.00	25.00%	\$33,825.00	10.71%	\$14,484.93	27.41%	\$37,085.73	36.88%	\$49,904.34
CONSTRUCTION TESTING	\$10,250.00	25.00%	\$2,562.50	10.71%	\$1,097.34	27.41%	\$2,809.53	36.88%	\$3,780.63
SUBTOTAL	\$1,261,000.00	25.00%	\$315,250.00	10.71%	\$135,000.00	27.41%	\$345,640.10	36.88%	\$465,109.90
SID LEGAL	\$44,750.00	0.00%		0.00%		0.00%		100.00%	\$44,750.00
SID FISCAL	\$46,990.00	0.00%		0.00%		0.00%		100.00%	\$46,990.00
PROJECT TOTAL	\$1,352,740.00		\$315,250.00		\$135,000.00		\$345,640.10		\$556,849.90

THOMAS A. LYNAM

SARPY COUNTY SURVEYOR

• 15100 SOUTH 84th STREET • PAPHILLION, NEBRASKA 68046 • 402.339.4606 • FAX: 402.339.6555 •

Memo

To: Sarpy County Board of Commissioners

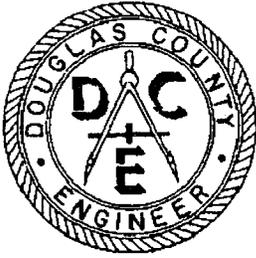
From: Tom Lynam, Sarpy County Surveyor 

Date: 05/13/2009

Re: *Harrison Street from 203rd – 210th Street, Amended Agreement*

After Sarpy County had signed the Interlocal Agreement for the improvement(s) to Harrison Street from 203rd – 210th Street, Douglas County had (2) two minor changes. Mike Smith has reviewed and approved the changes and we are requesting that the Board resign the amended contracts provided by Douglas County.

If you have any questions, please feel free to contact me,



**TOM DOYLE
DOUGLAS COUNTY ENGINEER**

15505 West Maple Road
Omaha, Nebraska 68116-5173
(402) 444-6372
Fax: (402) 444-6244
engineer@douglascounty-ne.gov

May 06, 2009

Tom Lynam, County Surveyor
Sarpy County
15100 So 84th Street
Papillion, NE 68046

RE: DOUGLAS COUNTY PROJECT NO. C-28(482)
HARRISON STREET - 204TH STREET TO 210TH STREET
INTERLOCAL AGREEMENT

Tom:

Enclosed please find three (3) duplicate originals of the Interlocal Agreement on the above referenced document, which have been executed by the Douglas County Board. After obtaining the appropriate signature(s), please forward to Mike Meckna, Engineer for S.I.D. 524, for his further handling.

As you may recall, Douglas County changed the language on page 3, paragraph 5 ("Douglas County will" to "S.I.D. 524 will"); page 5, paragraph 10 (removed "including ASPI payments"); and Exhibit "B" (project total from \$1,344,100.00 to \$1,352,740.00).

Please call if you have any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read "J. Daniel Kutilek".

J. Daniel Kutilek
Engineering & Planning Manager
Douglas County Engineer

Enclosures

**BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY, NEBRASKA**

Resolved

BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT:
the Chairman be and is hereby authorized to execute the Interlocal Agreement between Douglas County, Nebraska, Sarpy County, Nebraska, and Sanitary and Improvement District No. 524 of Douglas County, Nebraska on the improvement of Harrison Street between 204th Street and 210th Street, Douglas County Project No. C-28(482).

This Interlocal Agreement outlines each parties duty and responsibility to improve Harrison Street to a 5 lane concrete street with a median from 150 feet east of 206th Street to 300 feet west of Spence Drive, and with a 3 lane wide road and tapers for the remainder of the project.

It is estimated the cost of this improvement will be approximately \$1,261,000.00 and Douglas County's share will be approximately \$135,000.00.

DATED THIS 28th DAY OF APRIL, 2009

Motion by Tusa, second by Boyle to approve. I move the adoption of the resolution.

Adopted: April 28, 2009

Yeas: Borgeson, Boyle, Duda, Hutchings, Kraft, Tusa, Rodgers

(CERTIFIED COPY)

Douglas County Clerk

Certified copies to: Commissioners, Engineer(2), Purchasing, Clerk

Resolution No. 257
ADOPTED: April 28, 2009