

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING INTERLOCAL AGREEMENT WITH SANITARY
IMPROVEMENT DISTRICTS NOS. 216, 233 AND 257 OF SARPY COUNTY,
NEBRASKA FOR THE IMPROVEMENT OF GILES ROAD FROM 156TH STREET TO
168TH STREET IN SARPY COUNTY, NEBRASKA

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, it will promote the general welfare of the citizens of Sarpy County to improve a portion of Giles Road from 156th Street to 168th Street; and,

WHEREAS, the proposed interlocal agreement between Sarpy County and Sanitary and Improvement Districts Nos. 216, 233 and 257 of Sarpy County, Nebraska represents an economical and reasonable way to improve Giles Road from 156th Street to 168th Street to the benefit of the citizens of Sarpy County and the traveling public.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the interlocal agreement between Sarpy County and Sanitary and Improvement Districts Nos. 216, 233 and 257 of Sarpy County, Nebraska, a copy of which is attached, is hereby approved.

BE IT FURTHER RESOLVED that the Clerk and the Chairman are hereby authorized to sign said agreement.

DATED this 9th day of June 2009.

Moved by Rich Jansen, seconded by Rusty Hike, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

[Signature]

none

none

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

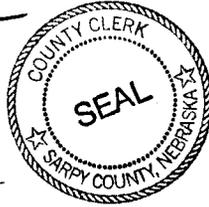
[Signature]

ABSTAIN:

none

County Clerk

asst chief deputy



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: 06/04/2009

Re: *C-77(98-4) Giles Road from 156th Street to 168th Street.*

I recommend approval of the Inter-Local Cooperation Agreement between the various S.I.D. (s) and Sarpy County, Project C-77(98-4) Giles Road from 156th – 168th Street as this has been completed and paid for. This Agreement outlays the billing for the various S.I.D. (s)

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

INTERLOCAL COOPERATION ACT AGREEMENT
Between
SANITARY AND IMPROVEMENT DISTRICT NO. 216 of
SARPY COUNTY, NEBRASKA;
And,
SANITARY AND IMPROVEMENT DISTRICT NO. 233 of
SARPY COUNTY, NEBRASKA;
And,
SANITARY AND IMPROVEMENT DISTRICT NO. 257 of
SARPY COUNTY, NEBRASKA;
And,
THE COUNTY OF SARPY COUNTY
FOR
THE IMPROVEMENT OF GILES ROAD FROM 156TH TO 168TH STREETS

This Interlocal Cooperation Agreement made and entered into, by and between the County of Sarpy, Nebraska ("Sarpy County"); Sanitary and Improvement District No. 216 of Sarpy County, Nebraska ("SID 216"); Sanitary and Improvement District No. 233 of Sarpy County, Nebraska ("SID 233"); Sanitary and Improvement District No. 257 of Sarpy County, Nebraska ("SID 257"); (collectively the "Parties"), pursuant to the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. 99 13-801, et seq. (1943), as amended (the Interlocal Cooperation Act").

WHEREAS, Sarpy County is a duly existing body corporate and politic in accordance with and by virtue of the laws of the State of Nebraska.

WHEREAS, SID 216, SID 233, and SID 257 are duly existing bodies corporate and politic, formed in accordance with and under the laws of the State of Nebraska as more particularly set forth in Article 7 of Chapter 31 of the Revised Statutes of Nebraska, 1943, and any applicable amendments thereto, and the Decrees of the District Court of Sarpy County, Nebraska:

WHEREAS, SID 216, SID 233, and SID 257 each are immediately adjacent to Giles Road between 156TH and 168TH Streets in Sarpy County, Nebraska;

WHEREAS, in order to promote the health, safety and welfare of the residents of all of the Parties to this Agreement and pursuant to the authority granted to the Parties per the Interlocal Cooperation Act, the Parties effectuated the widening and pavement of Giles Road from 156TH Street to 168TH Street in Sarpy County, Nebraska (collectively the "Project").

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties hereto, it is agreed by and between them as follows:

1. Sarpy County by and through its engineers prepared plans and specifications for construction of the Project. Sarpy County entered into a contract for construction of the Project, which has been completed, in accordance with the plans and specifications approved by the Parties.

2. All Project construction work occasioned by this Agreement was performed by contractors which furnished the lowest and best bid as determined by Sarpy County pursuant to formal bidding requirements as provided by law and as thereafter approved by the Parties.

3. All contractors performing work on the Project pursuant to this Agreement furnished a performance bond to Sarpy County, which remained in full force and effect and until acceptance of the construction and which, in part, provided for the good and faithful performance of the construction contract, plans and specifications by contractor, for compliance by contractor with all applicable laws, for payment of material, labor and rentals, and for the payment of the unemployment payment to the Department of Labor of the State of Nebraska as provided by State Law.

4. All contracts with third parties, pertaining to the Project, occasioned by this Agreement were made by Sarpy County pursuant to Paragraph 3 of this Agreement and said contract provided, in part, for the full and faithful adherence to the plans and specifications for the work, partial payments during construction based upon work completed and certified by Sarpy County's engineers, for final payment upon completion and certification by the Parties. During the course of the construction of the Project, the Parties could have at any time inspected the work to ensure compliance with the plans and specifications.

5. (a) The cost to be allocated among the Parties to this Agreement were the actual costs of construction, engineering, property acquisition, and to the extent associated with the foregoing, legal costs (collectively "Costs"). Costs associated with bonding or obtaining financing were not included.

b) The Costs for the Project were \$1,158,017.47. The Parties agreed to allocate Costs of the Project in accordance with the following cost allocation percentages:

<u>PARTY</u>	<u>PERCENTAGE</u>	<u>AMOUNT</u>	<u>ADJUSTMENT</u>	<u>AS ADJUSTED</u>
Sarpy County	33.33%	\$385,967.22	22,928.51	\$408,895.73
SID 257	33.33	385,967.22	-0-	385,967.22
SID 216	16.67	193,041.52	(22,928.51)	170,113.01
<u>SID 233</u>	<u>16.67</u>	<u>193,041.52</u>	<u>-0-</u>	<u>193,041.52</u>
Total	<u>100.00%</u>	<u>1,158,017.47</u>	<u>-0-</u>	<u>1,158,017.47</u>

(1) The above adjustment has been agreed to by Sarpy County and SID 216.

- (2) Two steel power poles will be relocated because of roadway construction. Each of the above Parties will share the cost in the above Percentage for each Party.
- (3) Each of the above Parties, other than Sarpy County, shall pay its share in the above "as adjusted" column to Sarpy County.

6. This Agreement shall not release the Parties to this Agreement from their responsibilities established by the Statutes of the State of Nebraska.

7. The Parties warrant to each other that they have not employed nor retained any company or person, other than a bona fide employee working solely for the Parties to this Agreement, to solicit or secure this contract, and that they have not paid or agreed to pay any company or person other than a bona fide employee working solely for the Parties, any fee, commissions, percentage, brokerage fee, gifts or other consideration, contingent upon or resulting from the award or making of this contract.

8. Sarpy County has caused all contractors doing work occasioned by this Agreement to comply with all Federal and State laws, rules, and other applicable regulation and the other Parties have no knowledge of any violation of this provision.

9. It is understood and agreed that the roads in the Project are officially designated county roads and shall be maintained as such by Sarpy County.

10. 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 additions shall be made to this Agreement except in writing signed by all Parties.

11. The terms and performances under this Agreement shall be governed by the laws of the State of Nebraska.

12. In the event any portion of this Agreement may be held invalid or unenforceable for any reason, it is agreed that any invalidity or unenforceability shall not affect the remainder of this Agreement and the remaining provisions shall remain in full force and effect, and any court of competent jurisdiction may so modify any objectionable provision of this Agreement so as to render it valid and reasonable.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates hereinafter indicated pursuant to authorizing resolutions duly adopted at regularly convened public meetings of their governing bodies. 11/17/97

Executed by SID 216 this _____ day of _____, 2008.

SANITARY AND IMPROVEMENT
DISTRICT NO. 216 of SARPY COUNTY,
NEBRASKA

ATTEST:

Kristy Gregath
Clerk

By: William L
Chairperson, Board of Trustees

Executed by SID 233 this _____ day of _____, 2008.

SANITARY AND IMPROVEMENT
DISTRICT NO. 233 of SARPY COUNTY,
NEBRASKA

ATTEST:

St. Marys
Clerk

By: Chad
Chairperson, Board of Trustees

Executed by SID 257 this _____ day of _____, 2008.

SANITARY AND IMPROVEMENT
DISTRICT NO. 257 of SARPY COUNTY,
NEBRASKA

ATTEST:

James W. Ehn
Clerk

By: W. Ehn
Chairperson, Board of Trustees

Executed by Sarpy County this 9th day of June, 2008.

THE COUNTY OF SARPY, NEBRASKA

Attest:

Dolores Voughtaling
Clerk

By: Ami Jones
Chairperson, Sarpy County
Board of Commissioners

APPROVED AS TO FORM:

Deputy County Attorney
Deputy County Attorney

Deb Houghtaling

Sarpy County Clerk

1210 Golden Gate Drive, Suite 1118
Papillion, Nebraska 68046-2895

Phone: (402) 593-2105
Fax: (402) 593-4360

Fred Uhe
Chief Deputy

June 17, 2009

Fullenkamp, Doyle & Jobeun
John H. Fullenkamp
11440 West Center Road
Omaha NE 68144-4482

RE: C-77 (98-4) Giles Road from 156th Street to 168th Street Interlocal Agreement

Action by the Sarpy County Board of Commissioners, at the meeting of June 9, 2009, is as follows:

Resolved by Jansen, seconded by Hike, to approve the Interlocal Agreement with SID 216 Millard Park South, SID 233 Springhill, and SID 257 Stonecrest for the improvement of Giles Road from 156th Street to 168th Street. Ayes: Hike, Jones, Richards, Thomas & Jansen. Nays: None.

Please find enclosed two executed agreements.

Sincerely,



Debra J. Houghtaling
Sarpy County Clerk

/kk

Law Offices

FULLENKAMP, DOYLE & JOBEUN

John H. Fullenkamp
Robert C. Doyle
Larry A. Jobeun
Brian C. Doyle

Aimee J. Haley (1970-2009)

11440 West Center Road
Omaha, Nebraska 68144-4482
Telephone: (402) 334-0700
Telecopier: (402) 334-0815
E-Mail: jhf@fdjlaw.com
Federal I.D. #47-0521328
Writer's Direct Dial - 691-5262

May 6, 2009

Ronald W. Hunter
Attorney at Law
11605 Arbor Street, #104
Omaha, NE 68144

Re: C77 (98-4) Giles Road from 156th Street to 168th Street
Interlocal Agreement for Hard Surfacing, Giles Road

Dear Ron:

Enclosed herewith please find five copies of the Interlocal Cooperation Agreement which you forwarded to me on March 31, 2009, which have been signed by SIDs 257 and 233. Please return two fully executed copies to me for my files.

Very truly yours,


JOHN H. FULLENKAMP

kkk
Enc.

Deb Houghtaling
Sarpy County Clerk

1210 Golden Gate Drive, Suite 1118
Papillion, Nebraska 68046-2895

Phone: (402) 593-2105
Fax: (402) 593-4360

Fred Uhe
Chief Deputy

June 17, 2009

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Attorney at Law
11605 Arbor Street, Suite 104
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Please find enclosed an executed agreement.

Sincerely,



Debra J. Houghtaling
Sarpy County Clerk

/kk

Ronald W. Hunter
Attorney at Law
11605 Arbor St., Suite 104
Omaha, NE 68144
e-mail: rwhre@hunterlaw.omhcoxmail.com

Phone (402) 397-6965

Fax (402) 397-0607

May 26, 2009

Thomas A. Lynam
Sarpy County Surveyor
15100 South 84th Street
Papillion, NE 68046

Re: C-77 (98-4) Giles Road from 156th Street to 168th Street

Dear Tom:

Enclosed are five (5) copies of the revised Interlocal Cooperation Agreement for Giles Road which have been executed by SID 216, SID 233, and SID 257. After Sarpy County has signed the Agreements, please retain one (1) copy for your file and return four (4) copies to me so that I may forward the Agreements to SID 257 and SID 233.

Upon receipt of the fully executed Interlocal Cooperation Agreement, I will release the warrants payable to Sarpy County.

If you have any questions, please give me a call.

Sincerely Yours,



Ronald W. Hunter

RWH:kab
enclosures