

**BOARD OF COUNTY COMMISSIONERS**  
**SARPY COUNTY, NEBRASKA**  
**RESOLUTION AUTHORIZING CHAIRMAN TO SIGN INTERLOCAL COOPERATION**  
**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE**  
**STABILIZATION OF HELL CREEK NEAR HARRISON 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 has been proposed with Douglas County, and the City of LaVista, Nebraska for professional engineering services to analyze the stabilization Hell Creek in areas where continued or potential erosion may compromise the structural integrity of Harrison Street.

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 agreement made pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 to 827 (Reissue 2007), a copy of which is attached hereto, for the stabilization of Hell Creek near Harrison Street.

DATED this 15<sup>th</sup> day of September, 2009.

Moved by Rich Janson, seconded by Rusty Hlce, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

Rusty Hlce

none

none

Rich Janson

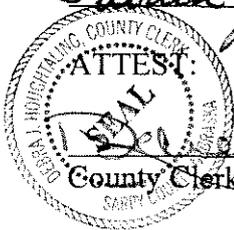
Tom Jones

Tom Kichau

Patrick J. Thomas

ABSTAIN:

none



Debra J. Vought-Stalery  
County Clerk

Approved as to form:

[Signature]  
Deputy County Attorney

# THOMAS A. LYNAM

SARPY COUNTY SURVEYOR

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

## Memo

**To:** Sarpy County Board of Commissioners

**From:** Tom Lynam, Sarpy County Surveyor

**Date:** 02/11/2009

**Re:** *Recommendation on Hell Creek Stabilization*

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I recommend approval of the Agreement between Sarpy County, Douglas County and The City of LaVista to share in the cost to make a determination and future maintenance of the Harrison Street Bridge over Hell Creek at approximately 115<sup>th</sup> & Harrison. The stream has derogated to a point in which something has to be done to protect the integrity of the structure.

Sarpy County's cost share is approximately \$11,500 and the funding will come out of the Chandler Road project at 155<sup>th</sup> & 154<sup>th</sup> as this project has not started and will be carried into the next Fiscal Year.

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

**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, Sarpy County, Nebraska, and the City of La Vista, Nebraska for the analysis of the stabilization of Hell Creek, Douglas County Project No. C-28(498), copies of which are attached hereto and incorporated herein by reference.

This Interlocal Agreement outlines each jurisdiction's duty and responsibility to hire professional engineering services for the analysis of Hell Creek stabilization alternatives for the stream segment between the "Q" Street Bridge and the confluence with the South Papillion Creek.

It is estimated the total cost for these engineering services will be \$34,600.00. Douglas County, Sarpy County, and the City of La Vista will equally share in the cost.

DATED THIS 11<sup>TH</sup> DAY OF AUGUST, 2009.

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

Adopted: August 11, 2009

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

(CERTIFIED COPY)

\_\_\_\_\_  
Douglas County Clerk

*Certified copies to: Commissioners, Engineer (4), Purchasing, Clerk*

Resolution No. 487  
ADOPTED: August 11, 2009

## INTERLOCAL AGREEMENT ANALYSIS OF HELL CREEK STABILIZATION

This Interlocal Agreement is made and entered into this 11th day of AUGUST, 2009, by and between Douglas County, Nebraska, Sarpy County, Nebraska and the City of La Vista, 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 hire professional engineering services for the analysis of Hell Creek stabilization alternatives for the stream segment between the "Q" Street bridge and the confluence with the South Papillion Creek, as shown on a map attached hereto as Exhibit "A" and incorporated herein by reference. The engineering services will, among other things, include hydraulic and hydrologic analysis of Hell Creek as it relates to bridge structures owned by Douglas County, Sarpy County, and the City of La Vista and;

WHEREAS, this project is known as Douglas County Project No. C-28(498) 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 engineering service costs for this study.

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

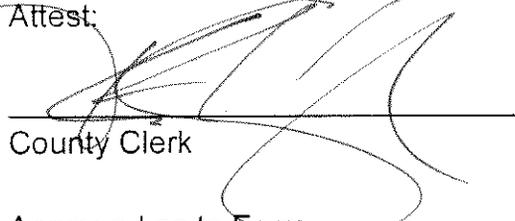
- 1) Douglas County will act as the agent for all parties to this Agreement in the execution of the Engineering Services Contract and general supervision of the work and administration of the contract for the study, and Douglas County accepts said agency. Douglas County will not enter into any agreements or contracts affecting this study without prior approval of Sarpy County and the City of La Vista. No separate legal entity is hereby created.
- 2) Douglas County will contract with WLA Consulting, Inc., registered engineers in the State of Nebraska, for the preparation of an updated topographic map for use with hydraulic and hydrologic modeling efforts (HEC-RAS Analysis) and from that information prepare a Technical Memorandum (TM) summarizing the findings. It will document the collection and analysis of existing conditions, prioritized areas of concern, identified stabilization alternatives, conceptual plans and profiles, construction cost estimates, and recommendations for further action.

- 3) The total cost for these engineering services is a fixed fee of \$34,600.00 with Douglas County, Sarpy County, and the City of La Vista equally sharing in the cost.
- 4) Upon the "Notice to Proceed" for these engineering services, Douglas County will bill Sarpy County and the City of La Vista for their share of the costs. If, at the completion of the work said payments made by Sarpy County and the City of La Vista are more than the actual cost, Douglas County shall refund the excess payments to Sarpy County and the City of La Vista.
- 5) No additional engineering services shall cause a contract increase exceeding five percent (5%) of the contract price without prior approval of all parties.
- 6) This Agreement shall remain in effect until the study is completed. Amendments hereto shall be made in writing.
- 7) Binding Effect. This Interlocal Agreement shall be binding upon the respective parties hereto.
- 8) No elected official or any officer or employee of Douglas County, Sarpy County, or the City of La Vista shall have a financial interest, direct or indirect, in this Agreement.
- 9) 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.
- 10) Drug Free Policy. The parties to this Agreement agree to establish, and maintain, a drug free workplace policy.
- 11) 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 11<sup>th</sup> day of August, 2009.

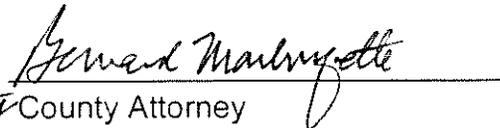
Attest:

  
County Clerk

By:

  
Chair, County Board

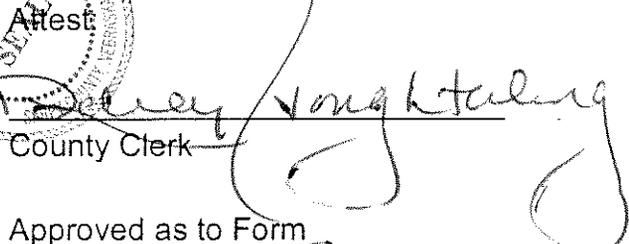
Approved as to Form

  
Deputy County Attorney



Executed by Sarpy County this 15<sup>th</sup> day of September, 2009.

Attest:

  
County Clerk

By:

  
Chair, County Board

Approved as to Form

  
County Attorney

Executed by La Vista, Nebraska this 8<sup>th</sup> day of October, 2009.

Attest:

  
City Clerk

By:

  
Mayor

Approved as to Form

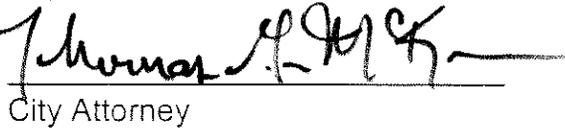
  
City Attorney



EXHIBIT - A

PROJECT NO. C-28(498)  
HELL CREEK STABILIZATION