

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA
AMENDED

RESOLUTION APPROVING INTERLOCAL COOPERATION AGREEMENT WITH
SANITARY & IMPROVEMENT DISTRICT No. 290 OF SARPY COUNTY FOR THE
IMPROVEMENT OF 120th STREET, 126TH STREET AND BALLPARK WAY FOR THE
SARPY COUNTY STADIUM PROJECT

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, Neb. Rev. Stat. §23-2901 to 2905 (Reissue 2007), confers the power to counties, for the benefits of its citizens, to acquire facilities for social, athletic, and recreational purposes; and,

WHEREAS, on January 12, 2010, the County entered into a Amended Commercial Development Fee and Infrastructure Reimbursement Agreement with Schewe Farms, Inc., Western Springs Land Corporation and Spence Title Services for the certain infrastructure necessary for the Sarpy County Stadium Project; and,

WHEREAS, further agreement is necessary to continue the development of the project contemplated by the aforementioned agreements, including the assumption of the certain rights and obligations by the newly formed Sanitary and Improvement District No. 290 of Sarpy County, Nebraska; and,

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the attached Interlocal Cooperation Act Agreement with Sanitary and Improvement District No. 290 of Sarpy County, Nebraska for improvements to 120th Street, 126th Street and Ballpark Way is hereby approved, and that the Chair and Clerk are hereby authorized to sign said agreement.

BE IT FURTHER RESOLVED that the Chair, County Administrator, County Fiscal Administrator, and County Attorney are authorized to take such other actions as may be necessary to comply with the provisions of said Agreement and consummate the transaction contemplated therein, except for those actions that require the further consideration of this Board by law.

DATED this 22nd day of June, 2010.

Moved by Tom Richards, seconded by Rusty Hice, that the above Resolution be adopted. Carried.

YEAS: _____ NAYS: none ABSENT: none

[Signature] _____

[Signature] _____

[Signature] _____

[Signature] _____

[Signature] _____

[Signature] _____



ABSTAIN: none

Approved as to form:

[Signature]
Deputy County Attorney

County Clerk

INTERLOCAL COOPERATION ACT AGREEMENT

Between

**SANITARY AND IMPROVEMENT DISTRICT NO. 290 OF
SARPY COUNTY, NEBRASKA;**

And,

THE COUNTY OF SARPY, NEBRASKA

For

**THE IMPROVEMENT OF 120TH STREET, 126TH STREET
AND BALLPARK WAY**

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement, made and entered into by and between the **County of Sarpy, Nebraska** ("Sarpy County") and **Sanitary and Improvement District No. 290 of Sarpy County, Nebraska** ("SID 290") (collectively, the "Parties"), pursuant to the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §§ 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 290 is a duly existing body 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 Decree of the District Court of Sarpy County, Nebraska;

WHEREAS, SID 290 is immediately adjacent to portions of 120th Street, 126th Street and Ballpark Way 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 desire to effectuate the improvement and pavement of portions of 120th Street, 126th Street and Ballpark Way and to provide sanitary sewer service, in part, to service the Sarpy County Ballpark project 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. SID 290, by and through its engineers, will prepare or cause to be prepared plans and specifications for construction of the Project. The allocation of costs is described on the attached Exhibits A-1, A-2 and A-3. The final plans and specifications shall be subject to approval by all of the Parties, which approval shall not be unreasonably withheld. The scope of the Project shall be shown on the attached Exhibit B.

2. The Parties hereby agree that for the Project, SID 290 shall be the Lead Agency. Subject to the conditions and provisions hereinafter specified, the Lead Agency shall enter into a contract for the construction of the Project in accordance with the plans and specifications approved by the Parties. The Lead Agency shall have control and responsibility for such construction. County shall reimburse Lead Agency for such construction costs as outlined in subsequent articles and attachments to this Agreement.

3. All Project construction work occasioned by this Agreement shall be performed by the contractors furnishing the lowest and best bid as determined pursuant to formal bidding requirements as provided by law and as thereafter approved by the Parties.

4. All contractors performing work on the Project pursuant to this Agreement shall furnish a performance bond to the Lead Agency, which shall remain in full force and effect and until acceptance of the construction and which, in part, shall provide 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.

5. All contracts with third parties pertaining to the Project occasioned by this Agreement shall, in part, provide full and faithful adherence to the plans and specifications for the work, partial payments during construction based upon work completed and certified by the Lead Agency's engineers for final payment upon completion and certification by the Parties. During the course of the construction of the Project, the Parties may at any time inspect the work to ensure compliance with the plans and specifications.

6. (a) Unless otherwise provided in this Agreement, the cost to be allocated among the parties to this Agreement shall be limited to the actual costs of construction, engineering, testing and property acquisition (collectively, "Costs"). Unless otherwise provided in this Agreement, costs associated with legal costs, bonding or obtaining financing are not to be included.

(b) The estimated Costs for the Project are \$2,833,651.00. The Parties agree to allocate the Costs of the Project in accordance with the cost allocations as shown on Exhibits A-1, A-2 and A-3 attached hereto. The County's obligation shall not exceed its respective allocation set forth on Exhibits A-1, A-2 and A-3. Any sums shown on Exhibits A-1, A-2 and A-3 that are to be paid by an entity not a party hereto shall initially be paid by SID 290. To the

extent that SID 290 makes such additional payments, SID 290 shall be entitled to reimbursement received in the future by said entities for said road construction. Any Costs advanced by Sarpy County that are otherwise payable by SID 290 as set forth on Exhibits A-1, A-2 and A-3 shall be credited to any payment obligation of Sarpy County and shall reduce any such payment owing to SID 290. The County's obligation may be paid in two (2) installments with the first installment due no later than September 1, 2012 and the second installment due no later than September 1, 2013, which amounts shall bear interest at the rate equal to the interest rate on the District's financing until paid, which interest shall begin to accrue on the date that the engineering certificate of completion is issued with respect to the project.

The Parties agree to pay their respective contribution of said Costs, as certified by the Lead Agency, directly to the Lead Agency within the time frames required under this Agreement. The Parties to this Agreement warrant regular budgetary procedures will apply to this Project.

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

8. 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 fees, gifts or other consideration, contingent upon or resulting from the award or making of this contract.

9. The Parties to this Agreement hereby agree to comply and to cause all contractors doing work occasioned by this Agreement to comply with all Federal and State laws, rules and other applicable regulations.

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 enforceable.

13. It is understood that the Project contemplated by this Agreement is authorized and has been approved by Sarpy County.

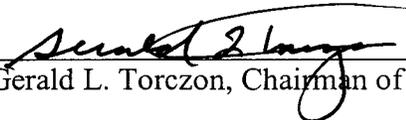
14. Except as modified herein, the provisions of the Developers' obligations as set forth in that certain Amendment to Commercial Development Fee and Infrastructure

Reimbursement Agreement made and entered into as of January 12, 2010, by and between County of Sarpy, a political subdivision of the State of Nebraska, Schewe Farms, Inc., a Nebraska corporation, Western Springs Land Corporation, a Nebraska corporation, and Spence Title Services, Inc., a Nebraska corporation (the "Reimbursement Agreement") are affirmed by the Parties and subject to the modifications herein with respect to the Developer as set forth in the Reimbursement Agreement which are hereby assumed by the District shall remain in full force and effect. Provided, however, that to the extent that any provisions of the Reimbursement Agreement shall be expressly or by implication in conflict with this Agreement, this Agreement shall supersede and be controlling.

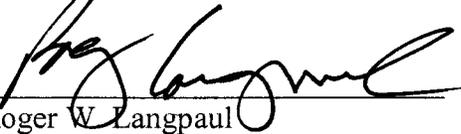
IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates hereinafter indicated pursuant to authorizing resolutions duly adopted at regularly convened public meetings of their governing bodies.

Executed by SID 290 this 9th day of September, 2010.

**SANITARY AND IMPROVEMENT DISTRICT
NO. 290 OF SARPY COUNTY, NEBRASKA**

By: 
Gerald L. Torczon, Chairman of Board of Trustees

ATTEST:


Roger W. Langpaul
Clerk of Board of Trustees

Executed by Sarpy County this 22nd day of June, 2010.

THE COUNTY OF SARPY, NEBRASKA

By: 
Chairman, Sarpy County Board of Commissioners

APPROVED AS TO FORM:


Deputy County Attorney

EXHIBIT A-1

See the attached

Exhibit A - 1

STORM SEWER - COUNTY REIMBURSED

Assumptions/Comments:

Storm sewer in the county roadways is paid for by Sarpy County -
660 LF of 126th Street, 660 LF of 120th Street 2676' of Crest Road.

Shared cost with SID 290 - oversized pipe adjacent to Outlot C

Bid Item Description	Approximate Quantity	Unit
1 . CONSTRUCT 12" R.C.P.	420	LF
2 . CONSTRUCT 18" R.C.P.	1,100	LF
3 . CONSTRUCT 24" R.C.P.	1,450	LF
4 . CONSTRUCT 42" R.C.P.	325	LF
5 . CONSTRUCT 48" R.C.P.	135	LF
6 . CONSTRUCT 12" PIPE BEDDING	420	LF
7 . CONSTRUCT 18" PIPE BEDDING	1,100	LF
8 . CONSTRUCT 24" PIPE BEDDING	1,450	LF
9 . CONSTRUCT 42" PIPE BEDDING	325	LF
10 . CONSTRUCT 48" PIPE BEDDING	135	LF
11 . CONSTRUCT CURB INLET	21	EA
12 . CONSTRUCT 12" F.E.S.	5	EA
13 . CONSTRUCT 48" F.E.S.	1	EA
14 . CONSTRUCT ENERGY DISSIPATOR	3	EA
15 . CONSTRUCT 48" MANHOLE	1	EA
16 . CONSTRUCT 72" MANHOLE	1	EA
17 . CONSTRUCT 84" MANHOLE	1	EA
18 . SILT BASIN CLEANOUT	1	EA
19 . CONSTRUCT INLET PROTECTION - SILT SAVER SS300	42	EA
Estimated Construction Costs	\$226,400	
Estimated Engineering Design, Const. Admin & Geotech Testing	\$56,600	
Sarpy County Share Not to Exceed	\$283,000	

EXHIBIT A-2

See the attached

Exhibit A - 2

STORM SEWER - SID 290

Assumptions/Comments:

Balance of 120th/126th/Crest Road Improvements.
Includes creek discharge for 120th Street right-of-way.

Bid Item Description	Approximate	
	Quantity	Unit
1 . CONSTRUCT 12" R.C.P.	300	LF
2 . CONSTRUCT 18" R.C.P.	450	LF
3 . CONSTRUCT 24" R.C.P.	450	LF
4 . CONSTRUCT 30" R.C.P.	600	LF
5 . CONSTRUCT 42" R.C.P.	100	LF
6 . CONSTRUCT 48" R.C.P.	725	LF
7 . CONSTRUCT 54" R.C.P.	400	LF
8 . CONSTRUCT 12" PIPE BEDDING	300	LF
9 . CONSTRUCT 18" PIPE BEDDING	450	LF
10 . CONSTRUCT 24" PIPE BEDDING	450	LF
11 . CONSTRUCT 30" PIPE BEDDING	600	LF
12 . CONSTRUCT 42" PIPE BEDDING	100	LF
13 . CONSTRUCT 48" PIPE BEDDING	725	LF
14 . CONSTRUCT 54" PIPE BEDDING	400	LF
15 . CONSTRUCT CURB INLET	12	EA
16 . CONSTRUCT 54" MANHOLE	6	EA
17 . CONSTRUCT 72" MANHOLE	1	EA
18 . CONSTRUCT 84" MANHOLE	2	EA
19 . CONSTRUCT 12" F.E.S.	7	EA
20 . CONSTRUCT 18" F.E.S.	1	EA
21 . CONSTRUCT ENERGY DISSIPATOR	2	EA
22 . SILT BASIN CLEANOUT & REMOVAL	4	EA
23 . CONSTRUCT 10' X 6' BOX CULVERT WITH ENERGY DISSIPATOR AND IMPROVED INLET	75	LF
24 . CONSTRUCT SEGMENTAL BLOCK RETAINING WALL - LARGE BLOCK	2,800	SF
25 . EMBANKMENT	1	LS

Developer Share Including Engineering Design & Const. Admin,
Geotechnical & Testing, Legal Fiscal and Interest \$954,601

EXHIBIT A-3

See the attached

PAVING INTERIOR STREETS - COUNTY REIMBURSED

Assumptions/Comments:

660 LF of 126th Street, 660 LF of 120th Street, 2676 LF of Crest Road and ONE traffic circle.

Bid Item Description	Approximate	
	Quantity	Unit
1 . 9" CONCRETE PAVEMENT	24,365	SY
2 . 7" CONCRETE PAVEMENT	925	SY
3 . COMMON EARTH EXCAVATION	8,430	CY
4 . RIGHT OF WAY GRADING	90,759	CY
Estimated Construction Costs	\$862,500	
Estimated Engineering Design, Const. Admin & Geotech Testing	\$172,500	
Sarpy County Share Not to Exceed	\$1,035,000	

PAVING INTERIOR STREETS - SID 290

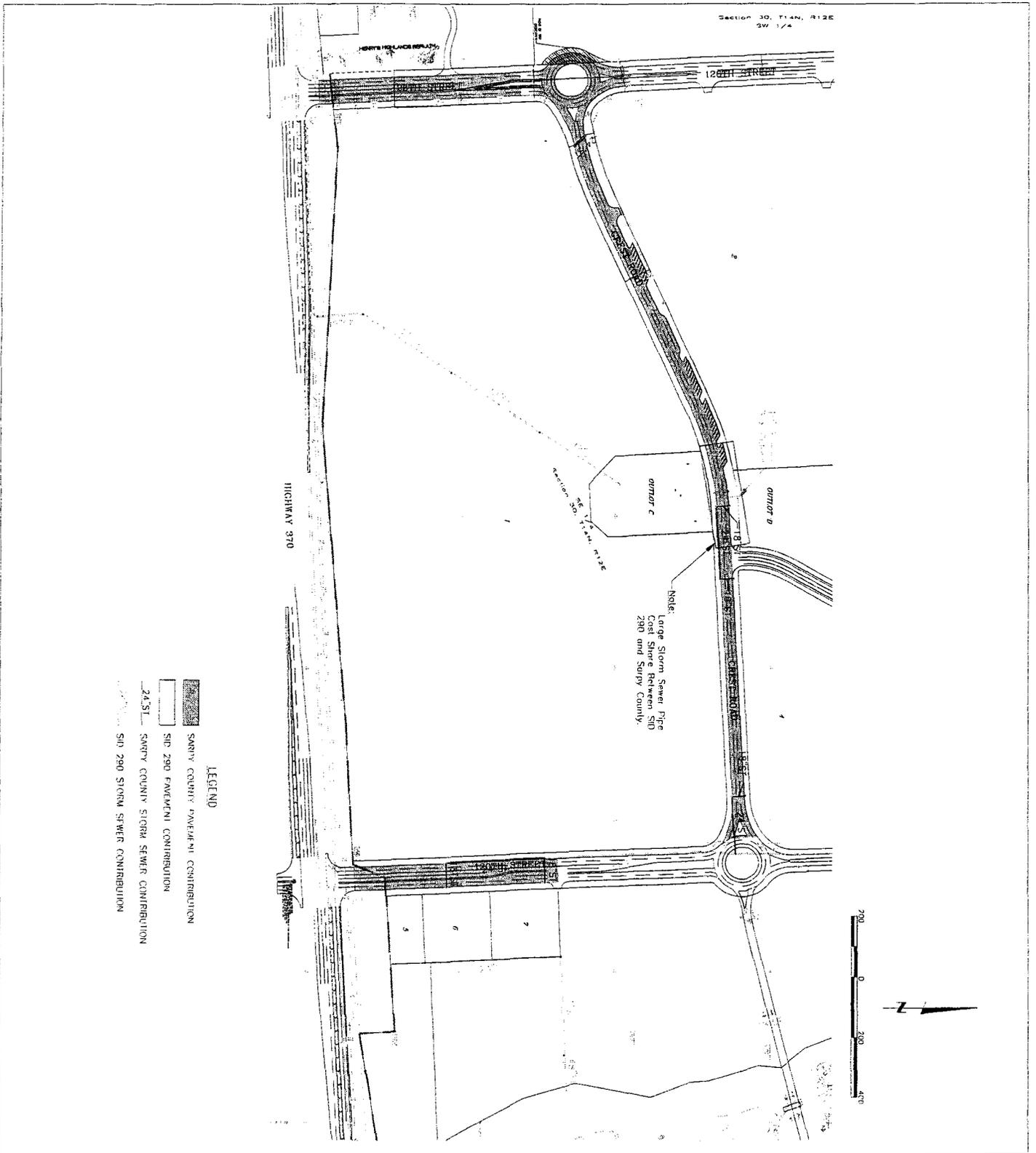
Assumptions/Comments:

Balance of 120th/126th/Crest Road Improvements

Bid Item Description	Approximate	
	Quantity	Unit
1 . 9" CONCRETE PAVEMENT	6,160	SY
2 . COMMON EARTH EXCAVATION	2,053	CY
Developer Share Including Engineering Design & Const. Admin, Geotechnical & Testing, Legal Fiscal and Interest	\$561,050	

EXHIBIT B

See the attached



LEGEND

SARPY COUNTY PAVEMENT CONTRIBUTION
 SID 290 PAVEMENT CONTRIBUTION
 SARPY COUNTY STORM SEWER CONTRIBUTION
 SID 290 STORM SEWER CONTRIBUTION

job number - tasks
 0109050101 - 004
 book page
 date 11/19/09
 sheet 1 of 1

EXHIBIT B

Lamp, Rynearson & Associates, Inc. WWW.LRA-INC.COM
 14710 West Dodge Road, Suite 100 (Ph) 402.496.2498
 Omaha, Nebraska 68154-2027 (Fax) 402.496.2730
 SID 290 SARPY COUNTY, NEBRASKA
 SCHEWE FARMS

drawn by
 DMS
 checked by
 JFC
 reviewed by
 JFC
 title
 SANITARY AND STORM SEWER
 CONTRIBUTION
 11/19/09

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING INTERLOCAL COOPERATION AGREEMENT WITH
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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, Neb. Rev. Stat. §23-2901 to 2905 (Reissue 2007), confers the power to counties, for the benefits of its citizens, to acquire facilities for social, athletic, and recreational purposes; and,

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WHEREAS, further agreement is necessary to continue the development of the project contemplated by the aforementioned agreements, including the assumption of the certain rights and obligations by the newly formed Sanitary and Improvement District No. 290 of Sarpy County, Nebraska; and,

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the attached Interlocal Cooperation Act Agreement with Sanitary and Improvement District No. 290 of Sarpy County, Nebraska for improvements to 120th Street, 126th Street and Ballpark Way is hereby approved, and that the Chair and Clerk are hereby authorized, at the Chair's discretion to execute or destroy said Agreement on behalf of Sarpy County, Nebraska.

BE IT FURTHER RESOLVED that the Chair, County Administrator, County Fiscal Administrator, and County Attorney are authorized to take such other actions as may be necessary to comply with the provisions of said Agreement and consummate the transaction contemplated therein, except for those actions that require the further consideration of this Board