

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AUTHORIZING INTERLOCAL COOPERATION AGREEMENT FOR ROAD IMPROVEMENTS – SHADOW LAKE RESIDENTIAL

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (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 between Sarpy County, City of Papillion, and Sanitary and Improvement District #264 of Sarpy County, Nebraska to share the cost of certain road improvements to Washington Street in conjunction with the Shadow Lake residential development, and said agreement is in the best interests of the citizens of 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 the this Board, together with the County Clerk, be and hereby are authorized to execute on behalf of this Board an agreements made pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 to 827 (Reissue 2007), between Sarpy County, City of Papillion, and Sanitary & Improvement District #264 of Sarpy County, Nebraska, a copy of which is attached hereto.

Dated this 21st day of June, 2011.

Moved by Jim Warren seconded by Jim Nekuda, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

[Signature]

none

Jim Thompson

[Signature]

[Signature]

ABSTAIN:

none



County Clerk

[Signature]

INTERLOCAL COOPERATION AGREEMENT

(Washington Street (84th) Street Improvements - Ponderosa Drive to Capehart Road)

This Agreement is made and entered into by and between COUNTY OF SARPY, in the State of Nebraska (hereinafter referred to as "County"), CITY OF PAPILLION, a Nebraska municipal corporation (hereinafter referred to as "City"), and SANITARY AND IMPROVEMENT DISTRICT NO. 264 OF SARPY COUNTY, NEBRASKA (hereinafter referred to as "SID 264").

PRELIMINARY STATEMENT

SID 264 is presently undertaking the development of the real property legally described as Shadow Lake which abuts the east side of Washington Street and the north side of Capehart Road in Sarpy County, Nebraska.

Pursuant to the Interlocal Cooperation Act, Section 23-2201, et seq., the City, County and SID 264 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 the City, County and SID 264 to improve at this time, pursuant to this Agreement, that portion of Washington Street shown on the site plan (the "Site Plan") attached hereto as Exhibit "A" and incorporated herein by this reference. Such improvements shall include, without limitation, relocation of utilities, storm sewers and other drainage facilities, paving and related improvements, as more particularly described within the schedule of estimated cost summary from The Schemmer Associates, Inc., engineers for the City, entitled Washington Street (Ponderosa Drive to Capehart Road) Engineer's Estimate of Probable Construction Cost - Preliminary Estimate dated January 3, 2011, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, hereinafter referred to as the "Improvements." Said attachments are intended to show only a basic description of the work and the costs presently estimated and may be revised from time to time.

NOW, THEREFORE, in consideration of the covenants herein set forth, the City, County and SID 264 do hereby agree and 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 an entity.
2. Plans and Design. The City and County has contracted The Schemmer Associates, Inc. for the preparation of plans and specifications for the construction of the Improvements within this Interlocal Agreement with the City being the lead agency. The Schemmer Associates, Inc. employs registered, professional engineers and shall hereinafter be

referred to as "Engineers" in this Agreement. The final plans and specifications shall be reviewed and approved by each of the parties hereto.

3. Construction. The City agrees to cause the Improvements to be constructed in accordance with the plans and specifications approved by the parties hereto in accordance with Paragraph 2. During the course of the construction of the Improvements, the County and SID 264 may at any time cause inspection of the work to insure compliance with the final plans and specifications. The parties hereto agree that the County will own, operate and, at its cost, maintain the Improvements within the right-of-way at Washington Street, upon completion of the project.

4. Funding. It is the intent of this agreement to utilize shared or matching funding from the State of Nebraska and/or the Federal Government for the construction of the Improvements. In the event that funding is unavailable or unavailable on a timely basis for the purpose of this Agreement this Agreement shall become null and void and SID 264 and the County shall revert back to the terms of their previous Interlocal Cooperation Agreement (Res. #2005-237) for the Improvement of 84th Street dated September 21, 2005 in which the City was not a party.

5. Payment of Costs of Improvements. The estimated costs for the Improvements are as shown on the attached Exhibit "B." Payment for the actual costs of the Improvements shall be made by each of the parties hereto in accordance with the terms of this Agreement but in no case less than the proportionate shares as shown on the attached Exhibit "B". The County and SID 264 shall be billed for the cost of the Improvements on a regular basis as said costs accrue and make regular payments called for in Exhibit "B" to the City within sixty (60) days of being invoiced. Said payments shall be delinquent thirty (30) days after the due date.

6. Purpose of Agreement; Timing of Work. It is the mutual desire and intention of the parties that the Improvements shall be completed as expeditiously as possible. 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. No separate legal or administrative entity will be created hereunder. Existing Agents of the respective parties will complete the terms of this contract.

7. Records. The City shall maintain records of all construction costs incurred by SID 264 in connection with the Improvements and the County and SID 264 shall have the right to audit and review such records at any time to assure that such records are accurate.

8. Duration. This Agreement shall continue until such time as the Improvements to be performed by the City pursuant to this Agreement have been completed and paid for, unless this Agreement is terminated sooner by the written agreement of all parties hereto.

9. Appointment of Administrators. The Engineer's and the Public Works Department of the City shall administer this contract on behalf of the City. The Sarpy County Public Works Department shall administer this contract on behalf of the County. Lamp, Rynearson & Associates, Inc., shall administer this contract on behalf of SID 264. The parties hereto agree that the City shall serve as the lead agency for the said Improvements.

10. Maintenance. The maintenance and preservation of all Improvements in the right-of-way shall be that of the County upon completion of the Improvements.

11. 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 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.

12. Future Reimbursement. Upon development of the land west of Washington Street and adjacent to these Improvements, the City shall cause the developer of such property to enter into a modified agreement with the City, County, SID 264 to provide for the reimbursement by such developer or its assigns of: a) any right-of-way or easement acquisition costs to any of the parties herein required to complete the Improvements; and, b) thirty-three percent (33%) of the actual total costs certified by Schemmer Associates (i.e., 50% of the actual total costs paid by SID 264), with interest at the rate of seven percent (7%) per annum, as shown on the attached Exhibit "B" as Local Funding. Such interest shall be computed for a maximum period of ten (10) years from the date at which SID 264 issues construction fund warrants to pay for their prorata share of the Improvements. This cost would be reimbursed to SID 264, who will bear this cost until this land is developed. Reimbursement to SID 264 from future development shall be used to retire general obligation debt of SID 264. In the event that less than the entire area west of the Improvements shown in Exhibit "A" is developed at any one time, with the result that the amount of reimbursement is less than the full amount owed at the time of reimbursement, the amount of reimbursement shall be paid to SID proportional to the amount then owed, including accumulated interest.

Executed by the County this 21st day of June, 2011.

ATTEST:



Debra L. Houghtaling
County Clerk

THE COUNTY OF SARPY, NEBRASKA

By Tom Richard
Chairman, Sarpy County Board of Commissioners

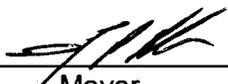
Executed by the City this 5th day of JULY, 2011.

ATTEST:

CITY OF PAPILLION, a Nebraska municipal corporation



City Clerk

By 

Mayor

Approved by SID 264 this 10th day of August, 2011.

ATTEST:

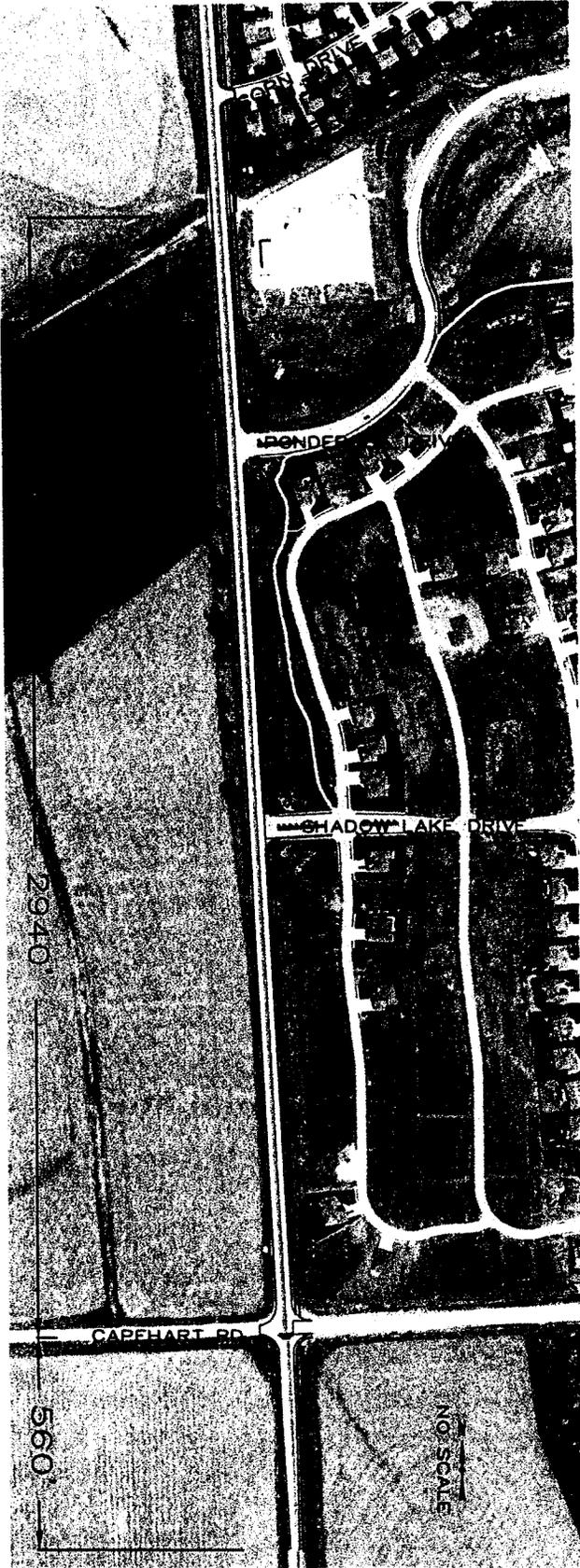
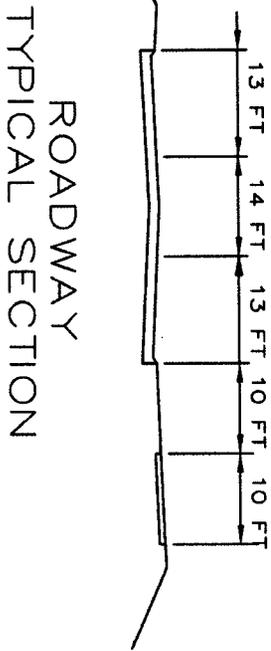
SANITARY AND IMPROVEMENT DISTRICT
NO. 264 OF SARPY COUNTY, NEBRASKA



Clerk

By 

Chairman



City of Papillion
Public Works Department
145 West Second Street
Papillion, NE 68046
Ph: 402-597-2043

**WASHINGTON STREET
INTERLOCAL AGREEMENT
EXHIBIT "A"**

Scale:	NO SCALE
Date:	1/06/11
Drawn by:	JLT
Revision:	00/00/00
1 OF 1	

Washington Street
Ponderosa Drive to Capehart Road
 Engineer's Estimate of Probable Construction Cost
 Preliminary Estimate

Bid Item	Unit	Quantity	Unit Price	Item Subtotal
Mobilization	LS	1		\$89,711.88
Traffic Control	LS	1	\$20,000.00	\$20,000.00
Construction Staking	LS	1	\$15,000.00	\$15,000.00
Remove Pavement	SY	10296	\$5.50	\$56,628.00
Remove and Replace Sign	EA	12	\$200.00	\$2,400.00
Saw Cut - Full Depth	LF	400	\$2.50	\$1,000.00
Large Tree Removal	EA	3	\$300.00	\$900.00
Clearing and Grubbing	LS	1	\$10,000.00	\$10,000.00
Remove Flared End Section	EA	3	\$200.00	\$600.00
Remove Curb	LF	0	\$20.00	\$0.00
Remove Culvert Pipe	LF	128	\$10.00	\$1,280.00
Adjust Hydrant Valve Box to Grade	EA	3	\$400.00	\$1,200.00
Flared End Section, 18"	EA	8	\$500.00	\$4,000.00
Flared End Section, 24"	EA	1	\$800.00	\$800.00
RCP Sewer Pipe, 18"	LF	723	\$35.00	\$25,305.00
RCP Sewer Pipe, 24"	LF	982	\$45.00	\$44,190.00
Area Inlet	EA	2	\$2,000.00	\$4,000.00
Curb Inlet	EA	14	\$3,500.00	\$49,000.00
Manhole	EA	2	\$3,500.00	\$7,000.00
Earthwork Excavation	CY	4600	\$3.00	\$13,800.00
Earthwork Embankment	CY	22425	\$3.00	\$67,275.00
Earthwork Borrow	CY	10350	\$3.00	\$31,050.00
Pavement	SY	15759	\$35.00	\$551,565.00
Subgrade Prep	SY	15759	\$2.00	\$31,518.00
Foundation Course	SY	15759	\$2.50	\$39,397.50
Sidewalk	SY		\$32.00	\$0.00
Bike Trail	SY	3003	\$30.00	\$90,090.00
Guardrail	LS	0	\$15,000.00	\$0.00
Pavement Marking	LF	11000	\$1.00	\$11,000.00
Pavement Marking Symbols	EA	10	\$500.00	\$5,000.00
Silt Fence	LF	4000	\$3.00	\$12,000.00
Seeding	Acre	5	\$2,000.00	\$10,000.00
Erosion Control Blanket	SY	1800	\$3.00	\$5,400.00
Water Main Extensions	EA	2	\$5,000.00	\$10,000.00
Concrete for Box Culvert	CY	192.8	\$450.00	\$86,760.00
Reinf. Steel for Box Culvert	LB	22496	\$1.50	\$33,744.00
Concrete For Wingwalls	CY	25.67	\$450.00	\$11,551.50
Reinf. Steel for Wingwalls	LB	2044	\$1.50	\$3,066.00
Granular Base Material	Ton	310	\$20.00	\$6,200.00
Structural Excavation and Backfill	CY	2500	\$10.00	\$25,000.00
				\$1,377,431.88
Contingency		10%		\$137,743.19
				\$1,515,175.07
Engineering (Prelim, NEPA, and Final)		11%		\$166,669.00
Construction		Approx 10%		\$140,000.00
Utilities				\$0.00
ROW				\$50,000.00
Total Project				\$1,871,844.07
Federal Funds		80%		\$1,497,475.25
Local Funding		20%		\$374,368.81
	SID Share	2/3 of Local Match	\$249,579.21	
	County Share	1/3 of Local Match	\$124,789.60	

Deb Houghtaling

Fred Uhe
Chief Deputy

Sarpy County Clerk

Renee Lansman
Assistant Chief Deputy

1210 Golden Gate Drive • Papillion, Nebraska 68046-2895
Phone: 402-593-2105 • Fax: 402-593-4471 • Website www.Sarpy.com • Email: Clerk@sarpy.com

June 28, 2011

City of Papillion
Public Works Department
145 West Second Street
Papillion NE 68046

RE: Interlocal Cooperation Agreement SID #264, Shadow Lake

Action by the Sarpy County Board on June 21, 2011 is as follows:

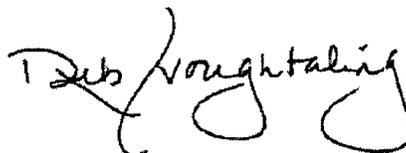
Resolution 2011-180: Authorize Chairman to sign interlocal agreement for road improvements, SID 264, Shadow Lake. Denny Wilson, Engineer

MOTION: Warren resolved, seconded by Nekuda, to approve the resolution for the Interlocal cooperation agreement with the City of Papillion and SID 264, Shadow Lake for Washington Street (84th Street) Improvements - Ponderosa Drive to Capehart Road. Ayes: Hike, Richards, Nekuda & Warren. Nays: None. Absent: Thompson.

Please find enclosed three (3) originals of the subject agreement which have been approved and signed by the Chairman of the Board. Upon completion, please provide **one original** for Sarpy County records.

Mail to: Sarpy County Clerk
Attn: Kendra Koehler
1210 Golden Gate Dr.
Papillion NE 68046-2895

Sincerely,



Deb Houghtaling
Sarpy County Clerk

Enclosures (3)
DH/kk