

BOARD OF COUNTY COMMISSIONERS SARPY COUNTY, NEBRASKA

**RESOLUTION AUTHORIZING CHAIRMAN TO SIGN INTERLOCAL
COOPERATION ACT AGREEMENT WITH SANITARY AND IMPROVEMENT
DISTRICT 294**

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (Reissue 2012), 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 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, pursuant to Neb. Rev. Stat. §13-801 *et seq.* (Reissue 2012), an Interlocal Cooperation Act Agreement has been proposed with Sanitary and Improvement District 294 and Sarpy County for the allocation of the cost of certain road improvements to Giles Road (approximately 192nd Street to 198th Street) in conjunction with the Remington Ridge residential development; and,

WHEREAS, it is in the best interests of the residents of Sarpy County to participate in said Interlocal Cooperation Agreement, a copy of which is attached hereto and incorporated by reference.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts the attached Interlocal Cooperation Agreement which commences upon the occurrence of the signatures of all parties to the Agreement.

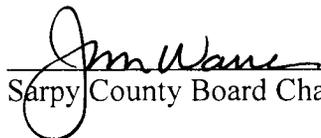
BE IT FURTHER RESOLVED that the Chair of this Board, together with the County Clerk, is hereby authorized to sign on behalf of this Board the Interlocal Cooperation Agreement.

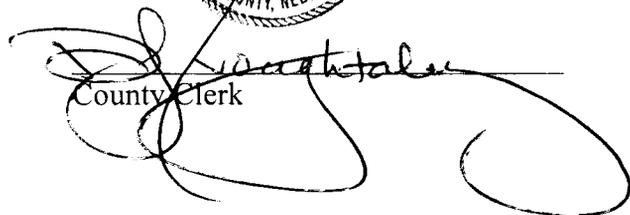
The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 10th day of September 2013.

Attest

SEAL




Sarpy County Board Chairman


County Clerk

INTERLOCAL COOPERATION AGREEMENT

This Agreement is made and entered into as of the dates indicated at the signatures below by and between THE COUNTY OF SARPY, NEBRASKA (hereinafter referred to as "Sarpy County") and SANITARY AND IMPROVEMENT DISTRICT NO. 294 OF SARPY COUNTY, NEBRASKA (hereinafter referred to as "SID #294"). Collectively, Sarpy County and SID #294 are hereinafter sometimes referred to as the "parties".

PRELIMINARY STATEMENT

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

SID 294 is a duly existing body corporate and politic 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.

SID #294 abuts Giles Road and is presently undertaking the development of the real property on the north side of Giles Road legally described as Remington Ridge. Sarpy County has the jurisdiction and control of Giles Road. All parties to this Agreement are desirous of making certain improvements to Giles Road.

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, Section 13-801, et. seq., Sarpy County and SID #294 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 Sarpy County and SID #294 to improve at this time, pursuant to this Agreement, a portion of Giles Road from approximately 192nd Street to approximately 198th Street as shown on the improvement plan attached hereto as Exhibit A and incorporated herein by this reference (the "Improvement Plan"). Such improvements may include, without limitation, acquisition of additional right of way, a change of grade, P.C. concrete pavement, relocation of utilities, installation of storm sewers and other drainage facilities, and related improvements, hereinafter referred to as the Improvements.

The improvements to Giles Road will be a phased project. Phase 1 generally

includes grading, construction of box culverts, acquisition of easements/right-of-ways and re-graveling of the road. Phase 2 generally includes paving the road with a storm sewer. The estimated construction costs by phase and the estimated engineering and construction management costs by phase are shown on Exhibit B attached hereto and incorporated herein by this reference (the "Construction Costs").

NOW THEREFORE, in consideration of the covenants herein set forth, Sarpy County and SID #294 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. Sarpy County will contract with, registered engineers in the State of Nebraska (Engineering Contractor), for the preparation of plans and specifications for the construction of each phase of the improvements to be constructed pursuant to the Improvement Plan with Sarpy County being the lead agency. As the Lead Agency, Sarpy County shall have control and responsibility for the construction of the Improvements. The final plans and specifications for the improvements set forth in the Improvement Plan shall be subject to approval by Sarpy County and SID 294, which approval shall not be unreasonably withheld, conditioned or delayed. Construction administration, construction management, staking and the public bidding of the improvements set forth in the Improvement Plan shall be the performed by Sarpy County.
3. Construction. Subject to the conditions and provisions hereinafter specified, Sarpy County agrees to cause the improvements to be constructed in accordance with the final plans and specifications approved by the parties hereto in accordance with Paragraph 2, above. During the course of the construction of the improvements set forth in the Improvement Plan, Sarpy County may at any time cause inspection of the work to insure compliance with the final plans and specifications. The parties hereto agree that Sarpy County will own, operate and, at its cost, maintain all of the improvements constructed or installed within the right-of-way upon completion.

All 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.

All contractors performing work on the improvements 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 law.

All contracts with third parties pertaining to the construction of improvements 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.

4. Payment of Construction Costs. The estimated costs for the improvements set forth in the Improvement Plan are as shown on the attached Exhibit B. All construction engineering, legal, testing, related, and miscellaneous costs for the improvements set forth in the Improvement Plan shall be paid for by Sarpy County and SID #294 in accordance with the allocation of costs shown on Exhibit C, attached hereto and by this reference incorporated herein (the "Cost Allocation"). Sarpy County shall bill SID #294 for their respective share of the costs amount as shown on Exhibit C, which SID #294 shall pay within thirty (30) days after receipt of such statement. The actual total costs of the improvements set forth in the Improvement Plan shall include engineering, attorneys' fees, publication costs, testing expenses, accounting, property acquisition, construction and related fees and expenses. The actual total costs of the improvements set forth in the Improvement Plan shall not include any costs of financing or acquiring financing incurred by any party.

5. Purpose of Agreement: Timing of Work. It is the mutual desire and intention of the parties that Phase 1 of the improvements set forth in the Improvement Plan shall be commenced approximately at the same time as the private grading to be performed for the Remington Ridge subdivision which is adjacent to Giles Road on the north. SID 294 will solicit bids from grading contractors for a scope of work that includes the private subdivision grading and the grading required for the improvement to Giles Road as set forth in the Improvement Plan. Sarpy County will review the bids and if acceptable enter into a contract with the subdivision grading contractor for the grading of the Giles Road improvements in accordance with the Improvement Plan. Sarpy County shall also be responsible for the acquisition of any necessary additional right-of-way or temporary easements required for the grading of Giles Road. Sarpy County shall also be responsible for the coordination of any utility relocation that may be necessary to perform the grading of Giles Road improvements in accordance with the Improvement Plan. Both parties

agree that the desired completion date of the grading of Giles Road and the re-graveling of Giles Road (the "Phase 1 Improvement Scope") is September 1, 2013. 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. Phase 2 of the project (the "Paving of Giles Road") will be completed at such time as is mutually agreed upon by the parties to this Agreement based upon the feasibility and ability of the parties to complete and pay for the Paving of Giles Road.

6. Records. The Engineering Contractor, as agent for Sarpy County, shall maintain records of all Construction Costs incurred by Sarpy County in connection with the Improvements, and Sarpy County shall have the right to audit and review such records at any time to assure that such records are accurate.
7. Duration. This Agreement shall continue until such time as the improvements to be performed by Sarpy County pursuant to the Improvement Plan and this Agreement have been completed, unless this Agreement is terminated sooner by the written agreement of all parties hereto.
8. Appointment of Administrators. Sarpy County shall be the lead agency for this Agreement. The Sarpy County Engineer shall administer this Agreement on behalf of Sarpy County, and E & A Consulting Group shall administer this Agreement on behalf of SID #294.
9. Nondiscrimination Clause. In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. 48-1122, each party agrees that it nor any of its 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.
10. Drug Free Policy. Each party hereto represents and warrants to the other that it has established and maintains a drug free workplace policy.
11. Choice of Law. This Agreement shall be governed in all respects by the laws of the State of Nebraska and the venue for any litigation with respect hereto shall be in the courts of Sarpy County, Nebraska.
12. 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.13. Severability. 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.

14. New Employee Work Eligibility Status. The parties agree to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The parties are required and hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
15. Conflict of Interest. 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.
16. Representations. Each party hereto represents and warrants to the other that (i) it has all necessary right, power and authority to enter into this Agreement, and (ii) the execution and delivery of this Agreement and the performance and observance of all obligations and conditions to be performed or observed by such party have been duly authorized by all necessary action on behalf of such party.

IN WITNESS WHEREOF, we, the contracting Parties, by our respective duly authorized agents, hereby enter into this Agreement, effective on the day and year affixed hereon. Executed in duplicate on the dates indicated with the signatures below.

Executed by the County of Sarpy, Nebraska, this 10th day of September, 2013.

COUNTY SARPY, NEBRASKA

By: *Jim Wane* 9/10/13
Chairman

ATTEST:



Debra I. Houghtaling
County Clerk

APPROVED AS TO FORM:

By: *John B...*
Deputy County Attorney

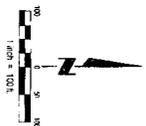
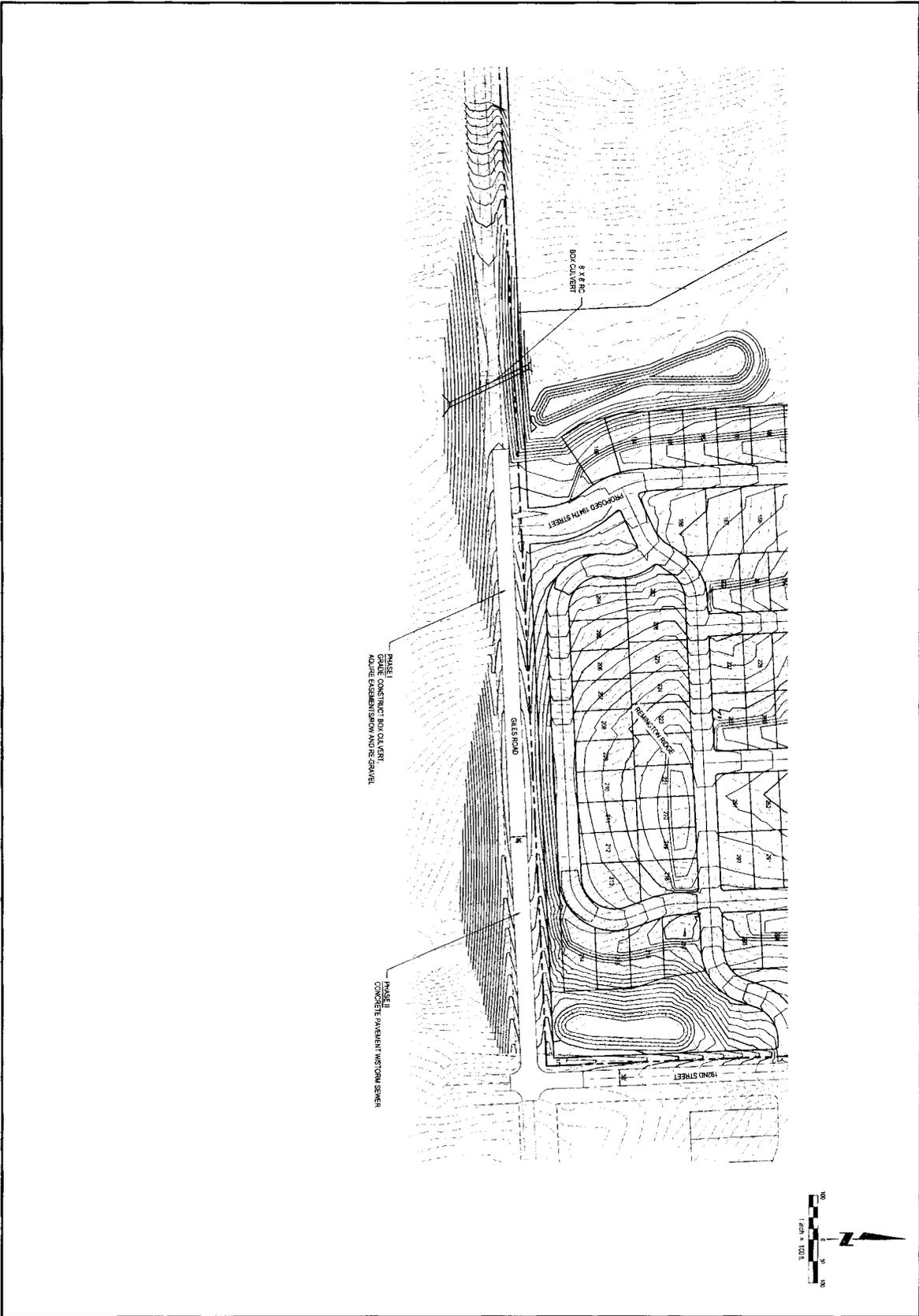
Executed by Sanitary and Improvement District No. 294 of Sarpy County, Nebraska, this 10th day of September, 2013.

SANITARY AND IMPROVEMENT DISTRICT NO. 294 OF SARPY COUNTY, NEBRASKA

By: *Scott W. Long*
Chairman

ATTEST:

Michelle Brown
Clerk



Proj. No.	2010-083-002
Client	REMINGTON RIDGE
Designed By	MAV
Drawn By	ASB
Scale	1" = 50'
Sheet	1 of 1

Revisions	
Rev.	Description
1	Issue for Review

EXHIBIT 'A'

REMINGTON RIDGE
 3615 N.W. 24th
 MIAMI COUNTY, MISSOURI

E & A CONSULTING GROUP, INC.
 Engineering • Planning • Environmental & Field Services

370 North 117th Street, Omaha, NE 68154
 Phone 402.895.4700 Fax 402.895.3599
www.eaacg.com

Remington Ridge - 6/1/2010 2:29 PM - C:\Projects\2010\Remington Ridge\Drawings\1001.dwg

PROJECT: PHASE 1 GILES ROAD IMPROVEMENTS

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	9" P.C. CONCRETE PAVEMENT W/ INT. CURB	0	S.Y.	\$30.00	\$0
2	EARTHWORK(COMMON AS EXCAVATION)	117,000	C.Y.	1.60	\$187,200
3	EARTHWORK(SUBGRADE ADJUSTMENT)	0	C.Y.	2.00	0
4	R.O.W. ACQUISITION	0.7	AC.	20,000	14,000
5	TEMPORARY EASEMENT ACQUISITION	3.0	AC.	10,000	30,000
6	24" CULVERT	200	L.F.	60	\$12,000
7	36" CULVERT	130	L.F.	85	\$11,050
8	MISC STORM SEWER	1	L.S.	5,000	\$5,000
9	8' X 8' R.C. BOX CULVERT	250	L.F.	700	\$175,000
10	CRUSHED ROCK SURFACING	1,300	TON	21	\$27,300
11	EROSION CONTROL	1	L.S.	10,000	\$10,000
12	UTILITY RELOCATION	1	L.S.	20,000	\$20,000
13	PAVEMENT MARKINGS	3,000	L.F.	3.50	\$10,500
14	SEEDING & MATTING	3	ACRE	3,500	\$10,500
15	CONTINGENCY	1	L.S.	20,000	\$20,000
TOTAL ESTIMATED CONSTRUCTION COST:					\$532,550

ENGINEERING DESIGN	7%	\$37,279
STAKING AND CONSTRUCTION MANAGEMENT	8%	\$42,604
TOTAL PROJECT COST		\$612,433

NOTES:

192ND TO 194TH, P.C. CONCRETE 36' WIDE RURAL SECTION

Exhibit "B"
pg 1 of 2

PROJECT: PHASE 2 GILES ROAD IMPROVEMENTS

NO.	ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	COST
1	9" P.C. CONCRETE PAVEMENT W/ INT. CURB	6,000	S.Y.	\$30.00	\$180,000
2	EARTHWORK(COMMON AS EXCAVATION)	0	C.Y.	1.60	\$0
3	EARTHWORK(SUBGRADE ADJUSTMENT)	2,000	C.Y.	2.00	4,000
4	R.O.W. ACQUISITION	0.0	AC.	20,000	0
5	TEMPORARY EASEMENT ACQUISITION	0.0	AC.	10,000	0
6	24" CULVERT	0	L.F.	60	\$0
7	36" CULVERT	0	L.F.	85	\$0
8	MISC STORM SEWER	0	L.S.	5,000	\$0
9	8' X 8' R.C. BOX CULVERT	0	L.F.	400	\$0
10	CRUSHED ROCK SURFACING	0	TON	22	\$0
11	EROSION CONTROL	0	L.S.	10,000	\$0
12	UTILITY RELOCATION	0	L.S.	20,000	\$0
13	SEEDING & MATTING	0	ACRE	3,500	\$0
14	CONTINGENCY	1	L.S.	20,000	\$20,000
TOTAL ESTIMATED CONSTRUCTION COST:					\$204,000

ENGINEERING DESIGN	7%	\$14,280
STAKING AND CONSTRUCTION MANAGEMENT	8%	\$16,320
TOTAL PROJECT COST		\$234,600

Exhibit "B"
pg 2 of 2

Project: Giles Road Improvements, 192nd Street to 198th Street

COST ALLOCATION

Date: April 11, 2013

Exhibit "C"

	2013 Phase 1	2014 Phase 2	2016	2017	Net Total Allocation
Total Project Estimated Cost	\$612,433	\$234,600			
Sarpy County Payments/Receipts	\$ 562,433	\$ 134,600	\$ (225,000)	\$ (200,000)	\$ 272,033
SID 294 (Remington Ridge) Payments (1)	\$ 50,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 350,000
Future SID South Side Payments (2)	\$ -	\$ -	\$ 150,000	\$ 125,000	\$ 275,000

Note 1: Initial Payment of \$50,000 to Sarpy County shall be made no later than December 31, 2013.

Note 2: Second payment of \$100,000 to Sarpy County shall be made when 20% fo the lots of Remington Ridge(Phase II) have home construction initiated but in no case later than June 30, 2015.

Note 3: Third payment of \$100,000 to Sarpy County shall be made when 20% fo the lots of Remington Ridge(Phase III) have home construction initiated but in no case later than June 30, 2016.

Note 4: Forth payment of \$100,000 to Sarpy County shall be made when 80% fo the lots of Remington Ridge(Phase III) have home construction initiated but in no case later than June 30, 2017.

Note 5: Sarpy County will use best efforts to pursue pro rata share of Giles Road improvement costs from any future development(s) on the south side of Giles Road via conditions of the subdivision approval.