RESOLUTION AUTHORIZING THE CHAIRMAN TO SIGN AGREEMENT BETWEEN SARPY COUNTY AND NEBRASKA DEPARTMENT OF TRANSPORTATION FOR ROAD IMPROVEMENTS AT THE INTERSECTION OF HWY 370 AND 150TH STREET

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104(6), 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, the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev. Stat. § 13-801 et seq., enables separate political subdivisions of the State to cooperate on the basis of mutual advantage to provide for joint undertakings, services, and facilities, in a manner and pursuant to forms of governmental organization that will accord with best geographic, economic, population, and other factors influencing the needs and developments of local communities; and

WHEREAS, Nebraska Department of Transportation and Sarpy County wish to enter into an agreement for road improvements at the Nebraska Highway 370 and 150th Street intersection; and,

WHEREAS, entering into said agreement is in the best interests of the safety of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT this Board hereby approves the Agreement between the County and the Nebraska Department of Transportation for road improvements at the Intersection of Highway 370 and 150th Street, attached hereto, and authorizes the Board Chairman to sign.

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 ___12th_____ day of ___June_____, 2018.

Attest

SEAL

Sarpy County Board Chairman

County Clerk
MEMORANDUM

To: Sarpy County Board of Commissioners
From: Dennis L. Wilson, P.E., PhD, County Engineer
Subject: Traffic Signal 150th Street and Highway 370
Date: April 27, 2018

I recommend approval of the Resolution Authorizing Chairman to Sign Agreement with the State of Nebraska Department of Transportation and Sarpy County to provide plans for the intersection improvements to 150th Street and Highway 370 intersection. To include relocation plans for 150th Street, from Hwy 370 to Shepard Street.

The costs shall be shared with Sarpy County and the Nebraska Department of Transportation. The cost breakdown is as shown per Exhibit “B” in the agreement, with Sarpy County cost sharing 50% of the costs of the intersection improvements north of station 1001+12.46, and Sarpy County paying for 100% for the relocation of 150th Street from Shepard Street to Station 1001+12.46.

The costs associated with the intersection and relocation work are estimated at $885,000.00. The Nebraska Department of Transportation will bear all future costs associated with maintenance and electrical costs.

DLW/bjh
April 19, 2018

Deb Houghtaling
1210 Golden Gate Dr.
Papillion, NE 68046

RE: N-370 /150th Street ELEC-370-7(1033), CN 22699 Agreement

Dear Ms. Houghtaling,

Enclosed are two revised, duplicate original agreements for this project and a copy for your files. Please obtain the proper officials' signatures and return them to me.

You will receive one original agreement after all signatures are obtained.

Sincerely,

Timothy W. Weander, P.E.
District 2 Engineer
STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
COUNTY OF SARPY
PROJECT NO. ELEC-370-7(1033)
CONTROL NO. 22699
N-370 / 150TH STREET

THIS AGREEMENT is between Sarpy County ("County"), and State of Nebraska, Department of Transportation ("State"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the State has plans for the improvement of N-370 / 150th Street intersection, at the location shown on Exhibit "A", attached; and

WHEREAS, 150th Street south of N-370 will be realigned to line up with 150th Street north of N-370 and include dual left turn lanes and a right turn lane from 150th Street to N-370, as shown on Exhibit "B", attached; and

WHEREAS, two business driveways to 150th Street will be closed, as shown on Exhibit "B", attached; access to the business in the southeast corner of N-370 and 150th Street will be provided from two existing accesses along Shepard Street; and access to the vacated business in the southwest corner will be constructed from Shepard Street by County at a later date; and

WHEREAS, an eastbound right turn lane will be constructed along N-370 and the medians along N-370 will be modified as needed for turning vehicles off and to relocated 150th Street; and

WHEREAS, a developer will be constructing traffic signal devices at the intersection of N-370 and 150th Street as part of its new development north of N-370; and

WHEREAS, one of the traffic signal poles installed by developer (southeast corner), impacted by the improvements, will be replaced; and

WHEREAS, street lighting impacted by the improvements will be relocated or replaced; and
WHEREAS, State's intersection improvements will be completed under traffic with one-lane thru traffic on N-370; 150th Street will remain open; and

WHEREAS, at County's sole costs, County will relocate utilities impacted by the improvements and will purchase necessary right of way and must adhere to the Uniform Relocation Assistance and Real Property Acquisition for Federally-assisted programs (49 CFR Part 24); and

WHEREAS, the County will pay 100% of project costs south of Station 1001+12.46 and 50% of the project costs north of Station 1001+12.46 as shown on Exhibit “B”, attached; and

WHEREAS, County Board has authorized the Chairperson to sign this Agreement, as evidenced by the Resolution of County Board, as shown on Exhibit “C”, attached.

NOW THEREFORE, in consideration of these facts and the mutual promises of the Parties hereto, the Parties agree as follows:

SECTION 1. DURATION OF THE AGREEMENT

1.1 Effective Date - This Agreement is effective immediately on the date it is fully executed by the Parties.

1.3 Identifying Date - For convenience, this Agreement's identifying date will be the date the State signed the agreement.

1.4 Duration - This Agreement will remain in full force and effect for future responsibilities of County described herein.

1.5 Termination - Further, State reserves the right to terminate the Agreement.

SECTION 2. DESCRIPTION OF THE WORK

The improvements in this project consist of:

- Relocating and widening 150th Street (south of N-370) to include two lanes each direction and two left turn lanes and a right turn lane
- Modifying median along N-370
- Installing a new traffic signal in the southeast corner of the N-370 and 150th intersection
- Modifications to the existing street lighting
SECTION 3. STATE RESPONSIBILITIES

State shall:

3.1 Prepare at its sole discretion, plans and specifications for State's proposed subject project. State will deliver these plans and specifications to County prior to construction. State has sole authority to modify the plans or specifications as necessary to complete the proposed improvements.

3.2 Advertise and conduct a letting and receive bids on the proposed improvement. State has the sole authority to determine, and award the contract to, the lowest responsible bidder. State shall sign the construction contract.

3.3 Supervise and cause completion of the construction of the improvement as shown in the construction contract documents and modifications thereto. State has sole authority to execute any contractor change orders-supplemental agreements required for construction of the project.

SECTION 4. COUNTY RESPONSIBILITIES

County will:

4.1 be responsible for acquiring the necessary right-of-way along 150th Street at its costs and must adhere to the Uniform Relocation Assistance and Real Property Acquisition for Federally-assisted programs (49 CFR Part 24).

4.2 construct a new access to the business in the southwest corner at a later date.

4.3 relocate impacted utilities at its sole costs.

4.4 have jurisdiction over and provide any future maintenance of 150th Street, at the completion of the project improvements.

SECTION 5. ROADWAY LIGHTING

As part of the project improvements, State will remove and replace the roadway lighting. State will be responsible for paying the power and maintenance of new lighting facilities.

SECTION 6. TRAFFIC CONTROL

This project will be constructed under traffic with any required lane closures controlled by appropriate traffic control devices and practices.
SECTION 7. FINANCIAL RESPONSIBILITIES

7.1 Estimated Costs: The estimated total estimated cost for this project is $1,070,000. Actual cost is likely to be greater than the preliminary estimate as the details of design are further developed. County will assume 100% of project costs (preliminary engineering, construction and construction engineering) of 150th Street improvements south of 150th Street Station 1001+12.46 and 50% of the project costs (preliminary engineering, construction, and construction engineering) north of Station 1001+12.45 as shown on Exhibit "B". County's 100% share is currently estimated to be $700,000 and 50% share is $185,000 for a total estimate cost of $885,000. County shall bear its own costs performing its duties under this Agreement.

7.2 Calculations of County Costs:
A breakdown of County's project cost is as follows:

7.2.1 100% of project costs (preliminary engineering, construction and construction engineering) of 150th Street improvements south of 150th Street Station 1001+12.45

- Construction Cost - The actual cost of construction for work within described limits is calculated by multiplying unit prices by final quantities for work within the corporate limits. Unit prices and final quantities may be different than bid prices and estimated quantities as a result of field measurement and the contractor change order-supplemental agreement process. County's 100% share for construction is estimated to be $585,000.

- Preliminary Engineering – Divide the County's construction cost, as calculated in this subsection, by the projects total construction cost and multiply the result by the project's total preliminary engineering costs. The County's 100% share for preliminary engineering is currently estimated to be $45,000.

- Construction Engineering - Divide the County's construction cost, as calculated in this subsection, by the projects total construction cost and multiply the result by the project's total construction engineering costs. The County's 100% share for construction engineering is currently estimated to be $70,000.
7.2.2 50% of the project costs (preliminary engineering, construction, and construction engineering) north of Station 1001+12.45:

- Construction Cost - The actual cost of construction for work within described limits is calculated by multiplying unit prices by final quantities for work within the corporate limits. Unit prices and final quantities may be different than bid prices and estimated quantities as a result of field measurement and the contractor change order-supplemental agreement process. County's 50% share for construction is estimated to be $155,000.

- Preliminary Engineering – Divide the County's construction cost, as calculated in this subsection, by the project's total construction cost and multiply the result by the project's total preliminary engineering costs. The County's 50% share for preliminary engineering is currently estimated to be $10,000.

- Construction Engineering - Divide the construction cost, as calculated in this subsection, by the project's total construction cost and multiply the result by the project's total construction engineering costs. The County's 50% share for construction engineering is currently estimated to be $20,000.

7.3 Payment by County: Upon award of the construction contract, the State will invoice the County for County's cost share of construction, construction engineering, utilities, and preliminary engineering expenses. The Municipality shall pay the State within 30 calendar days of receipt of invoice from the State. The final settlement between the State and the County will be made following final audits and when the final costs have been determined by the State.

SECTION 8. AUTHORIZATION
The Chair of the County Board is authorized to sign this Agreement, and evidenced by the Resolution of County Board, attached as Exhibit "C", and hereby made a part of this agreement.
SECTION 9. ENTIRE AGREEMENT

This instrument, and any supplements hereto, embodies the entire agreement of the Parties; however, provisions of prior agreement(s) between the Parties concerning the applicable segment of State Highway N-370 shall remain in effect except to the extent the provisions of the prior agreement(s) conflict with this Agreement.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by County this 12th day of June, 2018.

WITNESS:

[Signature]
County Clerk

EXECUTED by State this 5th day of July, 2018.

[Signature]
State of Nebraska
DEPARTMENT OF TRANSPORTATION
Michael H. Owen, P.E.

RECOMMENDED:
Timothy W. Weander, P.E.

Project No. ELEC-370-7(1033)
Control No. 22699

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Agreement No. XL1812
N-370/150TH STREET
370-7(1033)
C.N. 22699
SARPY COUNTY

R.P. 4+70 HWY. N-370
STA. 18+09
PROJECT LOCATION

EXHIBIT "A"
MESSAGE

Gentlemen,

Please see the attached correspondence with respect to the above referenced matter.

Number of pages (including this page): 3
If you have any transmission problems, please call Sandy Willmott at (402) 397-5500.
Hard copy to follow: No.

The information contained in this telecopy may be privileged and/or confidential and is intended only for the use of the person to whom it is addressed. If the reader of this message is not the intended recipient (or such recipient’s employee or agent), you are hereby notified not to read, distribute or copy the materials attached hereto without the prior written consent of the sender. If you have received this telecopy in error, please notify the sender by collect telephone call and return the original telecopy to us by mail and we will reimburse you for the required postage. Thank you.
VIA EMAIL AND FACSIMILE

Mr. Don Kelly, Chairman {donkelly@sarpy.com}
Mr. Jim Warren, Vice Chairman {jwarren@sarpy.com}
Mr. Jim Thompson {jthompson@sarpy.com}
Mr. Brian Zuger {bzuger@sarpy.com}
Mr. Gary Mixan {gmixan@sarpy.com}
Sarpy County Board of Commissioners {Fax No. (402) 593-4471}
1210 Golden Gate Drive #1250
Papillion, NE 68046

Re: Board of Commissioners Meeting of June 5, 2018
Resolution 2018-133

Gentlemen:

This office represents Sanitary and Improvement District No. 199 of Sarpy County, Nebraska ("SID 199"), more commonly known as Highway 50/370 Crossing. SID 199 is located on the southeast corner of the intersection of Highway 370 and 150th Street.

Item No. 22 on your June 5, 2018 Agenda is an Agreement with the Nebraska Department of Transportation ("NDOT") for a proposed traffic signal at the intersection of Highway 370 and 150th Street.

It is extremely important that this traffic signal be installed as soon as possible. Traffic in this area has substantially increased as a result of new developments in this area. Further, the Omaha Steaks' facility located just west of this intersection produces substantial traffic, particularly during its seasonal operations. The new development to the north of this intersection will also create additional traffic burdens.
Sarpy County Board of Commissioners  
June 5, 2018  
Page 2

On behalf of SID 199, we request that the Agreement with NDOT be approved today at your meeting.

Very truly yours,

John Q. Bachman

JQB/sw

cc: Mr. Dennis L. Wilson, Sarpy County Engineer  
Email: dwilson@sarpy.com / Fax: (402) 537-6955

Mr. Dan Hoins, Sarpy County Administrator  
Email: dhoins@sarpy.com / Fax: (402) 593-4304

Mr. Gerald L. Torczon  
Email: jerry@bhicompanies.com