RESOLUTION APPROVING AND AUTHORIZING CHAIRMAN TO SIGN AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT FOR THE CONSTRUCTION OF TRAIL IMPROVEMENTS

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;

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103, the powers of the County as a body are exercised by the County Board;

WHEREAS, an agreement has previously been approved pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 to 827, for the construction of certain trail improvements within Sarpy County with the cost of said project shared between the County, City of Bellevue, the Papio-Missouri River Natural Resources District, SID 171, SID 186 and SID 215, Resolution 2014-381; and,

WHEREAS, said agreement required certain modifications primarily to the payment of the total cost of the trail improvements; and,

WHEREAS, an amended and restated Interlocal Cooperation Agreement between Sarpy County, City of Bellevue, the Papio-Missouri River Natural Resources District, SID 171, SID 186 and SID 215, as attached hereto, is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and authorizes the Chairman to sign the attached amended and restated Interlocal Cooperative Agreement between Sarpy County, City of Bellevue, the Papio-Missouri River Natural Resources District, SID 171, SID 186 and SID 215 for the construction of trail improvements within Sarpy County, Nebraska.

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 [date].

Attest

Sarpy County Board Chairman

County Clerk
MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: Interlocal for Daniell Trail

In October, 2014 the County Board approved an Interlocal Agreement between Sarpy County, City of Bellevue, Papio-Missouri River Natural Resources District, SID 171, SID 186 and SID 215 for the purposes of construction of a trail. The original Interlocal identified the total cost of the project as $550,000, of which is divided between the parties. Since 2014, the construction costs have increased. On January 21, 2016 the County received bids for the trail and the low bid was $637,035.91.

Several options were evaluated including closing the project and reducing the scope of work. However, it was determined the Interlocal should to be modified to accurately represent the current construction climate. The proposed new Interlocal increases the total payment of the trail improvements to $758,035.91, which includes design, construction, supervision and associated services. The percentages between the parties remain close to the same with the County’s responsibility changing from $90,000 to $136,737.07.

Please feel free to contact me at bgarber@sarpy.com with any questions.

February 25, 2016

Beth Garber

cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Denny Wilson
AMENDED AND RESTATED
INTERLOCAL COOPERATION AGREEMENT

This Amended and Restated Interlocal Cooperation Agreement (this “Agreement”) is made and entered into by and among The County of Sarpy, Nebraska (hereinafter referred to as “Sarpy County”), the City of Bellevue, Nebraska, a municipal corporation (hereinafter referred to as the “City”), The Papio-Missouri River Natural Resources District (hereinafter referred to as the “NRD”), Sanitary and Improvement District No. 215 of Sarpy County, Nebraska (hereinafter referred to as “SID 215”), Sanitary and Improvement District No. 171 of Sarpy County, Nebraska (hereinafter referred to as “SID 171”), and Sanitary and Improvement District No. 186 of Sarpy County, Nebraska (hereinafter referred to as “SID 186”). Each of the above-described parties shall hereinafter sometimes be referred to individually as a “Party” and collectively as the “Parties”.

PRELIMINARY STATEMENT

The Parties entered into that certain Interlocal Cooperation Agreement on or about October 8, 2014 (the “Original Agreement”) in order to evidence the Parties desire to work together, with Sarpy County acting as the lead agent, to contract for and complete the construction of certain trail improvements described and/or depicted on the attached Exhibit “A” (collectively, the “Trail Improvements”) within or adjacent to certain portions of the real property located within the City and the Sanitary and Improvement Districts which are parties hereto. The locations of the Trail Improvements are more particularly depicted on the site plan attached hereto as Exhibit “B” (the “Site Plan”).

The Parties have agreed to certain modifications to the terms and conditions contained in the Original Agreement and the Parties desire to amend and restate the terms and conditions contained in the Original Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants herein set forth, the Parties 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 will be established for such an entity.

2. Plans and Design; Construction Management. Sarpy County will contract with E & A Consulting Group, Inc. (the “Project Engineer”), registered engineers in the State of Nebraska, for the preparation of plans and specifications for the construction of the Trail Improvements. The final plans and specifications shall be subject to approval by each of the Parties hereto, which approval shall not be unreasonably withheld, conditioned or delayed. Construction management and construction supervision of the installation of the Trail Improvements shall be performed by the Project Engineer.

3. Administrative Replat and Purchase Agreements. SID 215 shall arrange for the execution of a purchase agreement by and between the City, as purchaser, and each of the two (2) owners (as seller) of the properties which are described and depicted on the attached Exhibit “C”, to allow for the City's acquisition of such property in order to permit the construction of the Trail
Improvements on such properties and to provide for the complete connectivity of the Trail Improvements, all as depicted on the Site Plan. In addition, the purchase agreements shall require, if necessary, that the City arrange for the administrative replatting of each of the two (2) properties to provide a separate, distinct, legal description for each such property. All of the costs associated with the administrative replatting and the execution of such purchase agreements shall be included in the Total Cost (as defined herein) to be shared by the Parties in accordance with the terms of this Agreement.

4. **Construction, Operation and Maintenance.** During the course of the construction of the Trail Improvements, the Project Engineer will inspect the work to ensure compliance with the final plans and specifications approved by the Parties in accordance with this Agreement. Following the completion of construction of the Trail Improvements, the Parties agree that the City will operate and maintain the Trail Improvements within its legal boundaries, at its sole cost and expense, and Sarpy County will operate and maintain the Trail Improvements within its legal boundaries, at its sole cost and expense, until such time as each of the SIDs which are party to this Agreement are fully-annexed by the City, at which point, the City will own, operate and maintain all of the Trail Improvements.

5. **Payment of the Total Cost of the Trail Improvements.** The total cost (the “Total Cost”) of the Trail Improvements shall include the design, construction management, construction administration, construction supervision, engineering, construction costs, material costs, labor costs, utility relocation costs, easement acquisition costs, and miscellaneous costs for the design, installation and construction of the Trail Improvements. The Total Cost is estimated to be $758,035.91, which is delineated in more detail in Exhibit “A” attached hereto. Notwithstanding the foregoing, the Parties agree that each Party will pay its own legal expenses associated with this Agreement and the construction of the Trail Improvements.

Sarpy County shall be responsible for the bid letting process. In the event the lowest responsible bid received exceeds the total estimated cost for such work as detailed on Exhibit “A” attached hereto by ten percent (10%) or more, Sarpy County shall promptly provide or cause to be provided notice thereof to the other Parties, and all of the Parties shall meet to determine whether it would be in the Parties’ best interests to rebid such work or award the contract as bid.

The Total Cost of the Trail Improvements shall be paid as follows:

- The City shall pay a lump sum total of $296,323.13.
- The NRD shall pay a lump sum total of $184,975.71.
- The County shall pay a lump sum total of $136,737.07.
- SID 171 shall pay a lump sum total of $35,000.00.
- SID 186 shall pay a lump sum total of $35,000.00.
- SID 215 shall pay a lump sum total of $70,000.00.

Upon “award of contract” to a contractor, Sarpy County will submit an invoice to each of the Parties for their full lump sum contribution (except as set forth below). Each of the Parties shall pay its agreed upon share to Sarpy County within sixty (60) days after receipt of such invoice. Within sixty (60) days following the final completion of the Trail Improvements, Sarpy County
shall pay the Project Engineer, contractors, subcontractors, suppliers and other persons or entities engaged to construct the Trail Improvements for its invoiced amount relating to the construction of the Trail Improvements. In the event that the Total Cost of the Trail Improvements is greater than the total amount of the lump sum contributions set forth above ($758,035.91), then the NRD and the County shall share such excess costs, on a fifty-fifty (50-50) basis, provided that the NRD’s and the County’s respective shares shall not exceed more than 115% of their respective lump sum contribution total outlined above, which excess share shall be invoiced by Sarpy County. The NRD shall pay Sarpy County such excess share amount within sixty (60) days after receipt of such excess share invoice. In the event, the County, as the contract administrator, becomes aware that the Total Cost is likely to exceed the total amount of the lump sum contributions, the County shall timely inform the Parties, whom shall then enter into good faith negotiations to determine how to complete and fund the project in an equitable manner that does not result in either the County’s or NRD’s respective shares of the excess costs exceeding the 115% limitation noted above. In addition, in the event that the Total Cost of the Trail Improvements is less than the total amount of the lump sum contributions set forth above ($758,035.91), then all of the Parties shall share such cost savings, on a pro rata basis, and each Party’s respective reimbursement shall be returned to such Party by Sarpy County within sixty (60) days of receipt and final payment of the last of the invoices relating to the Total Cost of the Trail Improvements.

Notwithstanding the foregoing, Sarpy County shall invoice the NRD for only the first $125,000.00 of its agreed-upon contribution amount upon "award of contract" to a contractor. Sarpy County shall submit an invoice to the NRD for the remainder of its agreed-upon contribution ($59,975.71) on or about July 15, 2016. The NRD shall pay its agreed upon share to Sarpy County within one hundred twenty (120) days after receipt of each such invoice.

6. **Purpose of Agreement; Timing of Work.** It is the mutual desire and intention of the Parties that construction of the Trail Improvements shall be bid out during the winter of 2015/2016, construction of the Trail Improvements shall occur during the spring and summer of 2016, and construction shall be substantially completed by September, 2016. Accordingly, the Parties 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 Trail Improvements contemplated by the Agreement by September, 2016.

7. **Records.** Sarpy County shall maintain records of all construction and other costs incurred in connection with the Trail Improvements and the other Parties 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 Trail Improvements have been fully completed and funded pursuant to the terms of this Agreement, unless this Agreement is terminated sooner by the written agreement of all Parties hereto.

9. **Appointment of Administrators.** The Sarpy County Engineer shall administer this contract on behalf of Sarpy County, the City Engineer shall administer this contract on behalf of the City, E & A Consulting Group, Inc. shall administer this contract on behalf of SID 215, E & A Consulting Group, Inc. shall administer this contract on behalf of SID 171, and E & A Consulting Group, Inc. shall administer this contract on behalf of SID 186.
10. **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 the Agreement except in writing signed by all Parties.

11. **Drug Free Workplace Policy.** Each Party to this Agreement represents that it has established and maintains a drug free workplace policy.

12. **Nondiscrimination.** In accordance with the Nebraska Fair Employment Act, Neb. Rev. Stat. §48-1122, all Parties to this Agreement represent that neither 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 or employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.

13. **New Employee Work Eligibility Status.** All 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 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 equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of newly hired employees.

14. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The Parties may execute this Agreement by means of facsimile or electronic transmission and the Parties agree that the receipt of such executed counterparts shall be binding on the Parties to the extent provided herein and shall be construed as originals.

[Remainder of Page Left Intentionally Blank; Execution Pages Follow.]
Executed by Sarpy County this 1st day of March, 2016.

ATTEST: 

THE COUNTY OF SARPY, NEBRASKA

By: 

Chairman
Executed by the City of Bellevue this 22nd day of February, 2016.

ATTEST:

[Signature]
City Clerk

THE CITY OF BELLEVUE, NEBRASKA

[Signature]
Mayor

APPROVED AS TO FORM:

[Signature]
Deputy City Attorney

[Stamp]
Executed by the Papio-Missouri River Natural Resources District this 10th day of March, 2016.

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

By:

Name: John Wrinkle

Its: General Manager
Executed by SID 215 this 10th day of March, 2016.

ATTEST:  

SANITARY & IMPROVEMENT DISTRICT  
NO. 215 OF SARPY COUNTY, NEBRASKA

Clerk  

By: Chairman
Executed by SID 171 this 15th day of March, 2016.

ATTEST:

Clerk

SANITARY & IMPROVEMENT DISTRICT
NO. 171 OF SARPY COUNTY, NEBRASKA

By: Chairman
Executed by SID 186 this 21st day of March, 2016.

ATTEST:

SANITARY & IMPROVEMENT DISTRICT
NO. 186 OF SARPY COUNTY, NEBRASKA

By: __________________________
   Chairman

Clerk
# Exhibit A

## E & A Consulting Group, Inc.

**Telephone:** (432) 956-4790  
**Address:** 10169 Mill Valley Road, Omaha, NE 68154

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**Project:** Daniell Trail  
**Jurisdiction:** Sarpy  
**Date:** 02/07/18  
**Estimated By:** RCCB  
**Job #:** 2014,510,001

## Daniell Trail

<table>
<thead>
<tr>
<th>NO.</th>
<th>Item Description</th>
<th>Approx. Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Clearing and grubbing - general</td>
<td></td>
<td>LS</td>
<td>$39,489.00</td>
<td>$39,489.00</td>
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<tr>
<td>2</td>
<td>Clearing and grubbing trees over 2&quot; to 16&quot; diameter</td>
<td>25 EA</td>
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<td>$381.00</td>
<td>$9,525.00</td>
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<tr>
<td>3</td>
<td>Clearing and grubbing trees over 16&quot; to 24&quot; diameter</td>
<td>8 EA</td>
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<td>$576.00</td>
<td>$4,624.00</td>
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<td>4</td>
<td>Grubbing Stumps over 12&quot; to 24&quot; diameter</td>
<td></td>
<td>EA</td>
<td>$133.00</td>
<td>$266.00</td>
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<tr>
<td>5</td>
<td>Remove sidewalk</td>
<td></td>
<td>SF</td>
<td>$1,000.00</td>
<td>$4,636.00</td>
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<tr>
<td>6</td>
<td>Remove sign</td>
<td></td>
<td>EA</td>
<td>$116.00</td>
<td>$116.00</td>
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<td>7</td>
<td>Remove and relocate sign</td>
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<td>EA</td>
<td>$203.00</td>
<td>$203.00</td>
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<tr>
<td>8</td>
<td>Adjust manhole to grade</td>
<td></td>
<td>EA</td>
<td>$301.00</td>
<td>$602.00</td>
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<tr>
<td>9</td>
<td>Excavation on-site (established quantity)</td>
<td></td>
<td>CT</td>
<td>$20.00</td>
<td>$11,400.00</td>
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<tr>
<td>10</td>
<td>Subaqueous - borrow (established quantity)</td>
<td>2,023 CY</td>
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<td>$25.55</td>
<td>$51,697.65</td>
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<td>11</td>
<td>Construct 12&quot; storm sewer</td>
<td>87 LF</td>
<td></td>
<td>$54.40</td>
<td>$4,594.80</td>
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<td>12</td>
<td>Construct 18&quot; storm sewer</td>
<td>87 LF</td>
<td></td>
<td>$63.05</td>
<td>$4,932.35</td>
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<td>13</td>
<td>Construct 12&quot; flared end section</td>
<td>6 EA</td>
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<td>$232.00</td>
<td>$1,392.00</td>
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<td>Construct 18&quot; flared end section</td>
<td>4 EA</td>
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<td>$375.00</td>
<td>$1,500.00</td>
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<td>15</td>
<td>Construct Type B Rip-Rap</td>
<td></td>
<td>TN</td>
<td>$64.25</td>
<td>$11,292.25</td>
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<td>16</td>
<td>Construct 6&quot;-inch PCC sidewalk</td>
<td>57,418 SF</td>
<td></td>
<td>$5.87</td>
<td>$325,548.72</td>
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<td>17</td>
<td>Construct 6&quot;-inch imprinted PCC surfacing</td>
<td>692 SF</td>
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<td>$0.97</td>
<td>$670.24</td>
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<td>18</td>
<td>Construct curb ramp</td>
<td>214 SF</td>
<td></td>
<td>$14.35</td>
<td>$3,073.90</td>
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<tr>
<td>19</td>
<td>Construct detectable warning panel</td>
<td>80 SF</td>
<td></td>
<td>$16.00</td>
<td>$1,280.00</td>
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<tr>
<td>20</td>
<td>Construct 8&quot;-10&quot; x 46'-0&quot; pedestrian bridge &amp; supports</td>
<td>2 EA</td>
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<td>$53,414.60</td>
<td>$106,829.00</td>
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<td>21</td>
<td>Construct segmental retaining wall (exposed face)</td>
<td>759 SF</td>
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<td>$28.56</td>
<td>$21,262.50</td>
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<td>22</td>
<td>Construct 42&quot; chain link fence</td>
<td>149 LF</td>
<td></td>
<td>$21.00</td>
<td>$3,019.00</td>
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<tr>
<td>23</td>
<td>Install Silt fence</td>
<td>5,050 LF</td>
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<td>$3.42</td>
<td>$17,106.00</td>
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<tr>
<td>24</td>
<td>Install seeding - type A</td>
<td>1 AC</td>
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<td>$1,657.00</td>
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<tr>
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<td>Install seeding - type B</td>
<td>1 AC</td>
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<td>$1,351.00</td>
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<td>26</td>
<td>Install rolled erosion control, type II</td>
<td>5,000 SY</td>
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<td>$1.17</td>
<td>$7,022.00</td>
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<td>Install area inlet protection</td>
<td>1 EA</td>
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<td>$195.00</td>
<td>$195.00</td>
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<td>28</td>
<td>Install curb inlet protection</td>
<td>1 EA</td>
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<td>$220.00</td>
<td>$220.00</td>
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**Total Estimated Construction Cost:** $537,035.91

- **Design Engineer Costs:** $56,055.80
- **Construction Inspection/Testing Costs:** $57,050.90
- **Typing Costs:** $3,003.20
- **Land Acquisition Costs:** $3,003.20

**Total Estimated Project Cost:** $768,033.91
LEGAL DESCRIPTION

PART OF TAX LOT 3A, A TAX LOT LOCATED IN THE NE 1/4 OF THE NW 1/4 OF SECTION 16, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NE 1/4 OF THE NW 1/4 OF SECTION 16, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID TAX LOT 3A; SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 18, BIRCHWOOD ESTATES, A SUBDIVISION LOCATED IN SECTION 90, TOWNSHIP 13 NORTH, RANGE 13 EAST; SAID POINT ALSO BEING THE SOUTHEAST CORNER OF OUTLOT "C", OAKHURST, A SUBDIVISION LOCATED IN SAID SECTION 90; SAID POINT ALSO BEING THE NORTHWEST CORNER OF TAX LOT 12, A TAX LOT LOCATED IN SAID SECTION 16; THENCE 500'14"39' W (ASSUMED Bearing) ALONG THE EAST LINE OF SAID NW 1/4 OF SECTION 16, SAID LINE ALSO BEING THE EAST LINE OF SAID TAX LOT 3A, A DISTANCE OF 189.91 FEET; THENCE 840'36"54'W, A DISTANCE OF 43.66 FEET TO A POINT ON THE WEST LINE OF SAID TAX LOT 3A; SAID POINT ALSO BEING THE EAST LINE OF LOT 476, TWO SPRINGS, A SUBDIVISION LOCATED IN SAID NW 1/4 OF SECTION 16; THENCE 515'25"23'E ALONG SAID WEST LINE OF TAX LOT 3A, SAID LINE ALSO BEING THE EAST LINE OF SAID LOT 476, TWO SPRINGS; SAID LINE ALSO BEING THE EAST LINE OF LOT 477, SAID TWO SPRINGS; A DISTANCE OF 192.33 FEET TO THE NORTHEAST CORNER OF SAID LOT 477, TWO SPRINGS, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID TAX LOT 3A; SAID POINT ALSO BEING ON THE NORTH LINE OF SAID NW 1/4 OF SECTION 16, SAID POINT ALSO BEING ON THE SOUTH LINE OF SAID BIRCHWOOD ESTATES, THENCE 839'37"23'E ALONG THE NORTH LINE SAID TAX LOT 3A; SAID LINE ALSO BEING SAID NORTH LINE OF THE NW 1/4 OF SECTION 16, SAID LINE ALSO BEING SAID SOUTH LINE OF BIRCHWOOD ESTATES, A DISTANCE OF 24.27 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 4,353 SQUARE FEET OR 0.0999 ACRES, MORE OR LESS.
EXHIBIT "C"

LEGAL DESCRIPTION

PART OF LOT 1B, BIRCHWOOD ESTATES, A SUBDIVISION LOCATED IN THE SE1/4 OF THE SW1/4 OF SECTION 9, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 5TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:


SAID TRACT OF LAND CONTAINS 1,261 SQUARE FEET OR 0.029 ACRES, MORE OR LESS.

E & A CONSULTING GROUP, INC.

TRAIL EXHIBIT
LOT 1B, BIRCHWOOD ESTATES
SARPY COUNTY, NEBRASKA

Drawn by: JHS
Job No: P1800.007.005
Date: 11/21/2014
Revised: 11/21/2014

Caleb Bosley 12/9/2016 4:43 PM K:\Projects\199200525\2006\IT\BASELINE\TRAIL_1B\BASELINE.getStart.png