

REPORTING PERIOD JULY 1, 2016 THROUGH JUNE 30, 2017

Sarpy

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REPORTING PERIOD JULY 1, 2016 THROUGH JUNE 30, 2017

Sarpy

COUNTY

[illegible]

BOARD OF COUNTY COMMISSIONERS SARPY COUNTY, NEBRASKA

**RESOLUTION AUTHORIZING CHAIRMAN TO SIGN INTERLOCAL
COOPERATION ACT AGREEMENT WITH SANITARY AND IMPROVEMENT
DISTRICT 291**

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 291 and Sarpy County for the allocation of the cost of certain road improvements to Giles Road (approximately 186th Street to 192nd Street) in conjunction with the Whitetail Creek residential development; and,

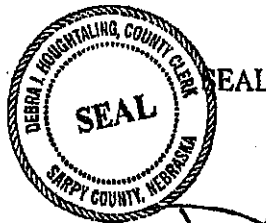
WHEREAS, it is in the best interests of the residents of Sarpy County to participate in said Interlocal Cooperation Agreement, a copy of which is attached hereto and incorporated by reference.

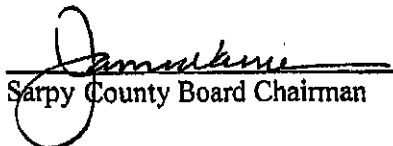
NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves and adopts the attached Interlocal Cooperation Agreement which commences upon the occurrence of the signatures of all parties to the Agreement.

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 20th day of August 2013.

Attest




Sarpy County Board Chairman


County Clerk

INTERLOCAL COOPERATION AGREEMENT
(Giles Street Improvements – 186th Street to 192nd Street)

This Agreement made as of the dates indicated at the signatures below by and between Sanitary and Improvement District Number 291 of Sarpy County, Nebraska (hereinafter "SID 291"), and the County of Sarpy, State of Nebraska (hereinafter "County"). Collectively, District, and County 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 291 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 291 is presently undertaking the development of the real property legally described as Whitetail Creek which abuts the north side of Giles Road and the east side of 192nd Street in Sarpy County, Nebraska.

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., the County and SID 291 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 County and SID 291 to improve at this time, pursuant to this Agreement a portion of Giles Road from 186th Street to 192nd Street as 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, hereinafter referred to as the "Improvements". Said Improvements are generally described within the Preliminary Opinion of Engineer's Probable costs from The Sarpy County Engineer, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, hereinafter referred to as the "Estimated Costs." 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 County and SID 291 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 County will contract with Lamp Rynearson and Associates, Inc. for the preparation of plans and specifications for the construction of the Improvements within this Interlocal Agreement with the County being the lead agency. As the Lead Agency, the County shall have control and responsibility for the construction of the Improvements. Lamp Rynearson and 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, which approval shall not be unreasonably withheld.

3. Construction. Subject to the conditions and provisions hereinafter specified, The County 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 291 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, upon completion of the project.

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 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. SID 291 shall pay the County one third (33.33%) of the total cost of the project as their prorata share of the Improvements (SID 291 Contribution). These payments shall be made as per the schedule detailed in paragraph 5 below. If the Schedule of Payment requires SID 291 to pay the County prior to the determination of actual costs, then the amount of the current required payment shall be based upon the attached estimated costs (Exhibit "B"). After determination of the actual total

costs certified by Lamp Rynearson and Associates, SID 291 and the County will reconcile the amount paid by SID 291 so that the total amount paid by SID 291 is one third (33.33%) of the actual total costs of the Improvements. The actual total costs of the Improvements 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 shall not include any costs of financing or acquiring financing incurred by any Party.

5. Schedule of Payment. SID 291 shall make payment for its prorata share of the cost of the Improvements on a regular basis to the County within ninety (90) days of being invoiced. The County shall will not cause the improvements to be installed any earlier than January 1, 2018 and no payment shall be due from SID 291 prior to January 1, 2018. If County installs the road Improvements prior to January 1, 2018, payment from SID 291 shall be due no earlier than January 1, 2018.

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 County shall maintain records of all construction costs incurred in connection with the Improvements and SID 291 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 County 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 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 291. The Parties hereto agree that the County 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 south of Giles Road and adjacent to these Improvements, the County, to the best of County's ability, shall cause the developer of such property to enter into a modified agreement with the County 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 Lamp Rynearson and Associates to pay for their prorata share of the Improvements. This cost would be reimbursed to the County, who will bear this cost until this land is developed.

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

15. 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.

16. 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.

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 Sarpy County this 20th date of August, 2013.

SARPY COUNTY, NEBRASKA,
A Political Subdivision

James Wane 8-20-13
Chairperson, Board of Commissioners



Attest:

Debra L. Robertson
Sarpy County Clerk

Approved as to form:

RL Moore
Sarpy County Attorney

Executed by SID 291 this 5th date of August, 2013.

SANITARY & IMPROVEMENT DISTRICT
No. 291 of Sarpy County, Nebraska

Les Johnson
Chairperson, Board of Trustees

Attest:

Debra L. Robertson
Clerk, Board of Trustees

EXHIBIT "A"

Giles Road Improvements from 186th to 192nd

Giles Road Improvements from 186th to 192nd

EXHIBIT "B"

Giles Road
192nd Street to 186th Street
Preliminary Opinion of Engineer's Probable Costs

3 - 12 Foot Lanes

Description	Quantity	Unit	Unit Price	Total
Construct 9" Concrete Pavement, Class 47B-3500	2,740	LF	\$375.00	\$1,027,500.00
Remove and Replace Existing Structure (CONSPAN)	1	EA	\$400,000.00	\$400,000.00
Subtotal				\$1,427,500.00
Contingencies and Soft Costs (20%)				\$285,500.00
Grand Total				\$1,713,000.00

AMENDMENT NO. 2 TO INTERLOCAL COOPERATION AGREEMENT

(Giles Road Improvements – 186th Street to 192nd Street)

This Amendment No. 2 to Interlocal Cooperation Agreement (herein "Second Amendment") is made and entered into by and between and between Sanitary and Improvement District Number 291 of Sarpy County, Nebraska (hereinafter "SID 291"), and the County of Sarpy, State of Nebraska (hereinafter "County"). Collectively, SID 291, and County are hereinafter sometimes referred to as the "Parties."

WITNESSETH:

WHEREAS, SID 291 and County previously entered into an Interlocal Cooperation Agreement (herein "Interlocal Agreement") for the installation and construction of improvements for a portion of Giles Road extending from 186th Street to 192nd Street executed August 20, 2013.

WHEREAS, SID 291 and County previously entered into a First Amendment to Interlocal Cooperation Agreement (herein "First Amendment") for the installation and construction of improvements for a portion of Giles Road extending from 186th Street to 192nd Street executed June 2, 2015.

WHEREAS, SID 291 and County have agreed upon a plan for the installation and construction of additional improvements adjacent to the Giles Road, which shall generally consist of installing the paving described as follows (herein "SID 291 (Whitetail Creek) Interior Paving"):

S. 190th Avenue from Giles Road to Robin Drive (Approximately 180 linear feet)

S. 188th Street from Giles Road to Robin Drive (Approximately 180 linear feet)

WHEREAS, SID 291 (Whitetail Creek) Interior Paving will be located within SID 291 and will serve SID 291 and that the cost and expense of paving are a direct cost to SID 291.

WHEREAS, the plans and specifications produced by Lamp, Rynearson and Associates for the Giles Road Improvement 186th Street to 192nd Street include the improvements for SID 291 (Whitetail Creek) Interior Paving and that said plans identify these improvements with specific quantities identified as items 200-212 inclusive under the heading "Sanitary and Improvement District 291 (Whitetail Creek) Interior Paving" attached hereto as Exhibit A and shown in further detail with estimated construction costs on Exhibit B.

WHEREAS, it is therefore necessary to amend the Interlocal Agreement to provide for the construction and installation of the SID 291(Whitetail Creek) Interior Paving on the terms and provisions hereinafter more particularly set forth;

NOW, THEREFORE, in consideration of the foregoing recitals, which are made a part of this Second Amendment, the parties hereto agree as follows:

1. SID 291 and County agree that the SID 291 will be 100% responsible for the construction cost for SID 291 (Whitetail Creek) Interior Paving. Lamp, Rynearson and Associates will provide detailed cost breakouts for the costs of the improvements based

upon the specific quantities actually installed and described as items 200-212 inclusive under the heading "Sanitary and Improvement District 291 (Whitetail Creek) Interior Paving".

2. SID 291 and County agree that the SID 291 will be billed directly for the construction cost for SID 291 (Whitetail Creek) Interior Paving. Lamp, Rynearson and Associates and the County will coordinate to provide this billing.

3. SID 291 and County agree that the SID 291 will be 100% responsible for the engineering cost for SID 291 (Whitetail Creek) Interior Paving. Exhibit B shows the engineer's estimate for construction costs for SID 291 (Whitetail Creek) Interior Paving as \$90,604.80 and the engineer's estimate of the total cost of the project as \$1,376,148.95. Based upon Exhibit B, the portion of engineering costs that SID 291 is 100% responsible is 6.58%. Lamp Rynearson and Associates (LRA) will invoice County for 100% of engineering fees as specified in the agreement for engineering services between County and LRA. County will invoice SID 291 for 6.58% of the total engineering costs at the completion of the project.

4. Except as amended herein, the Interlocal Agreement shall otherwise remain unmodified and in full force and effect.

Remainder of page intentionally left blank, signature page to follow.

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 triplicate on the dates indicated with the signatures below.

Executed by Sarpy County this _____ day of _____, 20____.

SARPY COUNTY, NEBRASKA,
A Political Subdivision

Chairperson, Board of Commissioners

Attest:

Approved as to form:

Sarpy County Clerk

Sarpy County Attorney

SANITARY & IMPROVEMENT DISTRICT
No. 291 of Sarpy County, Nebraska

Chairperson, Board of Trustees

Attest:

Clerk, Board of Trustees

EXHIBIT B (Page 1 of 2)

Site Design

Assumptions/Comments:

GILES ROAD 192ND STREET TO 186TH STREET

	Bid Item Description	Approximate Quantity	Unit	Unit Price	Total
GILES ROAD (192ND TO 186TH STREET) SARP COUNTY					
100.	CLEARING AND GRUBBING GENERAL	1	LS	\$25,000.00	\$25,000.00
101.	CLEARING AND GRUBBING TREES OVER 9" TO 18" DIAMETER	36	EA	\$200.00	\$7,200.00
102.	REMOVE PAVEMENT	38	SY	\$3.00	\$108.00
103.	REMOVE FENCE	1,208	LF	\$1.50	\$1,812.00
104.	REMOVE SILT FENCE	3,000	LF	\$1.50	\$4,500.00
105.	REMOVE AND REPLACE MAILBOX	1	EA	\$200.00	\$200.00
106.	REMOVE CULVERT PIPE OVER 21" TO 24"	80	LF	\$10.00	\$800.00
107.	REMOVE CULVERT PIPE OVER 24" TO 36"	48	LF	\$17.00	\$816.00
108.	REMOVE 24" CMP (TEMPORARY CROSSING)	470	LF	\$10.00	\$4,700.00
109.	REMOVE 18" TO 24" F.E.S.	1	EA	\$150.00	\$150.00
110.	REMOVE BRIDGE STRUCTURE	1	LS	\$9,000.00	\$9,000.00
111.	SAW CUT - FULL DEPTH	38	LF	\$10.00	\$380.00
112.	STRIP, STOCKPILE, AND RESPREAD TOPSOIL	4,650	CY	\$1.50	\$6,975.00
113.	EARTHWORK (SURCHARGE)	1,885	CY	\$2.50	\$4,712.50
114.	EARTHWORK (REMOVE SURCHARGE)	1,885	CY	\$8.00	\$15,080.00
115.	EARTHWORK (ON-SITE)	45,440	CY	\$5.50	\$249,920.00
116.	EARTHWORK (HAUL-OFF)	800	CY	\$8.00	\$6,400.00
117.	EARTHWORK (UNSUITABLE EXCAVATION)	1,000	CY	\$8.00	\$8,000.00
118.	EXPLORATORY EXCAVATION	30	HR	\$250.00	\$7,500.00
119.	9" CONCRETE PAVEMENT - TYPE L85	8,322	SY	\$36.00	\$299,592.00
120.	7" CONCRETE DRIVEWAY - TYPE L85	28	SY	\$45.00	\$1,170.00
121.	CONSTRUCT CRUSHED ROCK SURFACING (4" THICK)	38	TN	\$32.00	\$1,216.00
122.	CONSTRUCT CRUSHED ROCK SURFACING (6" THICK)	730	TN	\$32.00	\$23,360.00
123.	CONSTRUCT THICKENED EDGE PAVEMENT	120	LF	\$10.00	\$1,200.00
124.	CONSTRUCT CONCRETE HEADER	84	LF	\$10.00	\$840.00
125.	DRILL AND EPOXY 1" X 18" DOWEL BARS AT 12" CENTERS	36	EA	\$12.00	\$432.00
126.	ADJUST WATER VALVE TO GRADE	2	EA	\$100.00	\$200.00
127.	ADJUST FIRE HYDRANT TO GRADE	2	EA	\$500.00	\$1,000.00
128.	ADJUST MANHOLE TO GRADE	6	EA	\$250.00	\$1,500.00
129.	CONSTRUCT 24" C.M.P. (TEMPORARY CROSSING)	448	LF	\$15.00	\$6,720.00
130.	CONSTRUCT 24" C.M.P. HORIZONTAL PIPE BEND	3	EA	\$300.00	\$900.00
131.	CONSTRUCT 18" R.C.P., CLASS III	740	LF	\$28.00	\$20,720.00
132.	CONSTRUCT 24" R.C.P., CLASS III	33	LF	\$35.00	\$1,155.00
133.	CONSTRUCT 54" R.C.P., D(0.01) = 1.350	137	LF	\$65.00	\$8,905.00
134.	CONSTRUCT 18" R.C. VERTICAL PIPE BEND	2	EA	\$500.00	\$1,000.00
135.	CONSTRUCT 18" R.C. HORIZONTAL PIPE BEND	1	EA	\$600.00	\$600.00
136.	CONSTRUCT 24" R.C. HORIZONTAL PIPE BEND	2	EA	\$750.00	\$1,500.00
137.	CONSTRUCT 18" R.C. FLARED END SECTION W/BAR GRATE	9	EA	\$550.00	\$4,950.00
138.	CONSTRUCT 64" R.C. FLARED END SECTION W/BAR GRATE	2	EA	\$1,400.00	\$2,800.00
139.	CONSTRUCT 8' X 10' REINFORCED CONCRETE BOX CULVERT	113	LF	\$1,400.00	\$158,200.00
140.	CONSTRUCT BOX CULVERT INLET WING WALLS	1	LS	\$34,000.00	\$34,000.00
141.	CONSTRUCT BOX CULVERT OUTLET ENERGY DISSIPATOR	1	LS	\$26,000.00	\$26,000.00
142.	CONSTRUCT 48" HIGH CHAIN LINK FENCE	118	LF	\$100.00	\$11,800.00
143.	TAP 18" R.C.P. INTO BOX CULVERT	3	EA	\$300.00	\$900.00
144.	CONSTRUCT 84" I.D. FLATTOP MANHOLE (1 EA)	8	VF	\$650.00	\$5,200.00
145.	CONSTRUCT 48" I.D. TYPE II AREA INLET (1 EA)	5	VF	\$800.00	\$4,000.00
146.	CONSTRUCT 68" I.D. TYPE II AREA INLET (1 EA)	10	VF	\$1,200.00	\$12,000.00
147.	CONSTRUCT 18" PIPE BEDDING	740	LF	\$5.00	\$3,700.00
148.	CONSTRUCT 24" PIPE BEDDING	33	LF	\$8.00	\$264.00
149.	CONSTRUCT 64" PIPE BEDDING	137	LF	\$8.00	\$1,096.00
150.	STABILIZE TRENCH WITH CRUSHED LIMESTONE	100	TN	\$40.00	\$4,000.00
151.	CONSTRUCT ROCK RIP-RAP - TYPE "A"	47	TN	\$48.00	\$2,256.00
152.	CONSTRUCT ROCK RIP-RAP - TYPE "B"	430	TN	\$50.00	\$21,500.00
153.	SEEDING - TYPE "B"	10	AC	\$1,260.00	\$12,600.00
154.	MULCHING	10	AC	\$550.00	\$5,500.00
155.	CONSTRUCT SILT FENCE	3,000	LF	\$3.00	\$9,000.00
156.	CONSTRUCT STRAW WADDE SILT CHECK	1,070	LF	\$5.00	\$5,350.00
157.	CONSTRUCT FLARED END INLET PROTECTION	8	EA	\$200.00	\$1,600.00
158.	ROLLED EROSION CONTROL, TYPE II	45,440	SY	\$2.00	\$90,880.00
159.	GABION BASKET	17	CY	\$400.00	\$6,800.00
160.	PERMANENT PAINTED PAVEMENT MARKING - 5" WHITE SOLID	4,878	LF	\$1.00	\$4,878.00
161.	PERMANENT PAINTED PAVEMENT MARKING - 5" YELLOW SOLID	4,874	LF	\$1.00	\$4,874.00
162.	PREFORMED PAVEMENT MARKING TAPE MARKING SYMBOL - WHITE DIRECTIONAL ARROW	1	EA	\$450.00	\$450.00

EXHIBIT B (Page 2 of 2)

GILES ROAD (192ND STREET TO 186TH STREET)

0114116.01-110

L:\Engineering\0114116\Design Data\

183 .	INSTALL POST MOUNTED "STOP" SIGN, R1-1	4	EA	\$250.00	\$1,000.00
184 .	INSTALL POST MOUNTED "SPEED LIMIT 45 MPH" SIGN, R2-4	2	EA	\$250.00	\$500.00
185 .	INSTALL POST MOUNTED "DOUBLE ARROW" SIGN, W1-7	2	EA	\$250.00	\$500.00
186 .	BARRICADING	1	LS	\$10,000.00	\$10,000.00
	CONTINGENCY			10%	\$116,667.66
SUBTOTAL GILES ROAD (192ND AND 186TH STREETS)					\$1,285,644.16

SANITARY IMPROVEMENT DISTRICT NO.291 (WHITETAIL CREEK) INTERIOR PAVING

200 .	REMOVE PAVEMENT	102	SY	\$3.00	\$306.00
201 .	REMOVE END OF STREET BARRICADE	1	LS	\$300.00	\$300.00
202 .	SAW CUT - FULL DEPTH	83	LF	\$10.00	\$830.00
203 .	EARTHWORK (ON-SITE)	8,550	CY	\$3.50	\$29,925.00
204 .	7" CONCRETE PAVEMENT - TYPE L65	1,075	SY	\$35.00	\$37,625.00
205 .	CONSTRUCT THICKENED EDGE PAVEMENT	91	LF	\$10.00	\$910.00
206 .	DRILL AND EPOXY 1" X 18" DOWEL BARS AT 12" CENTERS	91	EA	\$12.00	\$1,092.00
207 .	SEEDING - TYPE "TEMPORARY SEED MIX"	7	AC	\$750.00	\$5,250.00
208 .	MULCHING	7	AC	\$550.00	\$3,850.00
209 .	PERMANENT PAINTED PAVEMENT MARKING - 5" WHITE SOLID	131	LF	\$1.00	\$131.00
210 .	PERMANENT PAINTED PAVEMENT MARKING - 5" YELLOW SOLID	649	LF	\$1.00	\$649.00
	PREFORMED PAVEMENT MARKING TAPE MARKING SYMBOL - WHITE				
211 .	DIRECTIONAL ARROW	3	EA	\$450.00	\$1,350.00
	PREFORMED PAVEMENT MARKING TAPE MARKING SYMBOL - WHITE				
212 .	"ONLY"	1	EA	\$450.00	\$450.00
	CONTINGENCY			10%	\$8,236.80
SUBTOTAL SID NO.291 (WHITETAIL CREEK) INTERIOR PAVING					\$80,604.80

Total Estimated Construction Costs:

\$1,376,148.96

BOARD OF COUNTY COMMISSIONERS SARPY COUNTY, NEBRASKA

**RESOLUTION AUTHORIZING CHAIRMAN TO SIGN FIRST AMENDMENT TO
INTERLOCAL COOPERATION ACT AGREEMENT WITH SANITARY AND
IMPROVEMENT DISTRICT 291**

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 Resolution 2013-279, Sanitary and Improvement District 291 and Sarpy County entered into an Interlocal Agreement for the allocation of the cost of certain road improvements to Giles Road (approximately 186th Street to 192nd Street) in conjunction with the Whitetail Creek residential development; and,

WHEREAS, a First Amendment to the Interlocal Agreement has been proposed which further outlines the responsibilities of the parties; and,

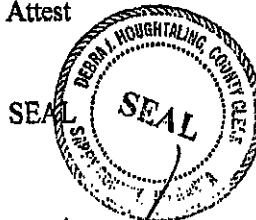
WHEREAS, it is in the best interests of the residents of Sarpy County to participate in said First Amendment to Interlocal Cooperation Agreement, a copy of which is attached hereto and incorporated by reference.

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

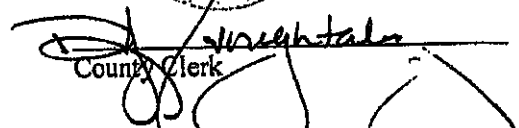
BE IT FURTHER RESOLVED that the Chair of this Board, together with the County Clerk, is hereby authorized to sign on behalf of this Board the First Amendment to Interlocal Cooperation Agreement.

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 2nd day of June 2015.

Attest




Sarpy County Board Chairman


County Clerk

FIRST AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT
(Giles Street Improvements – 186th Street to 192nd Street)

This First Amendment to the Interlocal Cooperation Agreement (First Amendment) is made and entered into as of May 19, 2015 (Effective Date) by and between Sanitary and Improvement District Number 291 of Sarpy County, Nebraska (hereinafter "SID 291"), and the County of Sarpy, State of Nebraska (hereinafter "County"). Collectively, District, and County are hereinafter sometimes referred to as the "Parties."

WHEREAS, County and SID 291 have entered into an Interlocal Cooperation Agreement dated as of August 20, 2013 (the "Agreement") for the purpose of collaborating to construct certain Improvements to Giles Road from approximately 186th Street to 192nd Street;

WHEREAS, the Parties desire to amend the Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises, the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are expressly acknowledged, County and SID 291, each intending to be legally bound, do hereby mutually agree as follows:

1. Plans and Designs. Paragraph 2 of the Agreement shall be amended by adding the following sentences to the end of such section:
"At County's discretion, County may phase the construction or installation of the Improvements."
2. Payment of Costs and Improvements. Paragraph 4 of the Agreement shall be amended and restated in its entirety as follows:
"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. SID 291 shall pay the County one third of the total cost of the project as their prorata share of the Improvements (SID 291 Contribution) which shall include one third of the cost of the grading, drainage, and associated improvements and the cost of one lane of paving improvements. These payments shall be made as per the schedule detailed in paragraph 5 below. County shall be responsible for one third of the actual total cost of the project which shall include one third of the cost of the grading, drainage, and associated improvements and the cost of one lane of paving improvements. The final one third pro-rata share shall be the responsibility of the future entity or individual which develops the land on the south side of Giles Road. Said final one third share shall also include one third of the cost of the grading, drainage, and associated improvements and the cost of one lane of paving improvements. County shall initially pay for the future entity's one third pro-rata share for the grading, drainage and associated improvements and shall seek reimbursement of said share when the land to the south of Giles Road develops. Any amount received from said future entity or individual shall be owed solely to the County. The actual total costs of the Improvements 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 shall not include any costs of financing or acquiring financing incurred by any Party."

3. Schedule of Payment. Paragraph 5 of the Agreement shall be amended and restated in its entirety as follows:

"County shall bill SID 291 for 20% of SID 291's one third total cost at the completion of construction of the paving improvements of two lanes. SID 291 shall make payment to the County within thirty (30) days of being invoiced. SID 291 shall pay the remaining portion of SID 291's one third total cost to County no later than January 1, 2018."

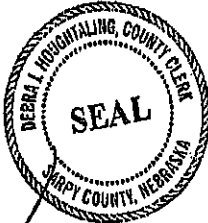
4. Conflict. In the event there is a conflict between this First Amendment and any other document referred to herein, this First Amendment shall control.
5. Counterparts. This First Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.
6. No Other Amendment. All references in this First Amendment and in the Agreement to "the Agreement" shall be deemed to be references to the Agreement as amended by this First Amendment. Except as set forth herein, the Agreement is unmodified and remains in full force and effect.

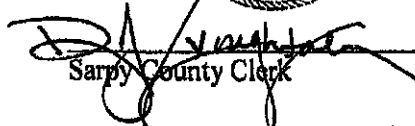
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IN WITNESS WHEREOF, this First Amendment has been executed by a duly authorized official of SID 291 and County, each of whom hereby represents and warrants that he has the full power and authority to execute this First Amendment in such capacity, all as of the day and year first above written.

Executed by Sarpy County this 2nd date of June, 2015.

Attest:

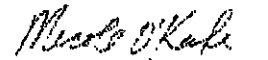



Sarpy County Clerk

SARPY COUNTY, NEBRASKA,
A Political Subdivision


Chairperson, Board of Commissioners

Approved as to form:



Sarpy County Attorney

Executed by SID 291 this 7th date of August, 2015.

Attest:

SANITARY & IMPROVEMENT
DISTRICT No. 291 of Sarpy County,
Nebraska


Clerk, Board of Trustees



Chairperson, Board of Trustees

EXHIBIT A

[illegible][illegible]

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ALL UTILITIES ARE SHOWN
BASED ON THE INFORMATION
AVAILABLE TO THE PROVIDER.
THERE IS NO GUARANTEE, AT
ANY TIME, THAT THE
DATA SHOWN IS CURRENT,
COMPLETE OR CORRECT.
FOR THE MOST ACCURATE
AND LATEST INFORMATION,
CONTACT THE LOCAL
UTILITY PROVIDER.

**SUMMARY OF
APPROXIMATE QUANTITIES
AND GRADING QUANTITY
BREAKDOWN**



**LAMP RYNEARSON
& ASSOCIATES**

1471D West Dodge Road, Suite 100 402.486.2485 | F
Omaha, Nebraska 68164-3027 402.408.2730 | F
www.LRA-inc.com



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AMENDMENT NO. 24 TO INTERLOCAL COOPERATION AGREEMENT
(Giles Road Improvements -- 186th Street to 192nd Street)

This Amendment No. 24 to Interlocal Cooperation Agreement (herein "Second Amendment-Agreement") is made and entered into by and between and between Sanitary and Improvement District Number 291 of Sarpy County, Nebraska (hereinafter "SID 291"), and the County of Sarpy, State of Nebraska (hereinafter "County"). Collectively, SID 291, and County are hereinafter sometimes referred to as the "Parties."

WITNESSETH:

WHEREAS, SID 291 and County previously entered into an Interlocal Cooperation Agreement (herein "Interlocal Agreement") for the installation and construction of improvements for a portion of Giles Road extending from 186th Street to 192nd Street executed August 20, 2013.

WHEREAS, SID 291 and County previously entered into a First Amendment to Interlocal Cooperation Agreement (herein "First Amendment") for the installation and construction of improvements for a portion of Giles Road extending from 186th Street to 192nd Street executed June 2, 2015.

WHEREAS, SID 291 and County have agreed upon a plan for the installation and construction of additional improvements adjacent to the Giles Road, which shall generally consist of installing the paving described as follows (herein "SID 291 (Whitetail Creek) Interior Paving"):
S. 190th Avenue from Giles Road to Robin Drive (Approximately 180 linear feet)
S. 188th Street from Giles Road to Robin Drive (Approximately 180 linear feet)

WHEREAS, SID 291 (Whitetail Creek) Interior Paving will be located within SID 291 and will serve SID 291 and that the cost and expense of paving are a direct cost to SID 291.

WHEREAS, the plans and specifications produced by Lamp, Rynearson and Associates for the Giles Road Improvement 186th Street to 192nd Street include the improvements for SID 291 (Whitetail Creek) Interior Paving and that said plans identify these improvements with specific quantities identified as items 200-212 inclusive under the heading "Sanitary and Improvement District 291 (Whitetail Creek) Interior Paving" attached hereto as Exhibit A and shown in further detail with estimated construction costs on Exhibit B.

WHEREAS, it is therefore necessary to amend the Interlocal Agreement to provide for the construction and installation of the SID 291(Whitetail Creek) Interior Paving on the terms and provisions hereinafter more particularly set forth;

NOW, THEREFORE, in consideration of the foregoing recitals, which are made a part of this Second Amendment-Agreement, the parties hereto agree as follows:

1. SID 291 and County agree that the SID 291 will be 100% responsible for the construction cost for SID 291 (Whitetail Creek) Interior Paving. Lamp, Rynearson and

Associates will provide detailed cost breakouts for the costs of the improvements based upon the specific quantities actually installed and described as items 200-212 inclusive under the heading "Sanitary and Improvement District 291 (Whitetail Creek) Interior Paving".

2. SID 291 and County agree that the SID 291 will be billed directly for the construction cost for SID 291 (Whitetail Creek) Interior Paving. Lamp, Rynearson and Associates and the County will coordinate to provide this billing.

3. SID 291 and County agree that the SID 291 will be 100% responsible for the engineering cost for SID 291 (Whitetail Creek) Interior Paving. Exhibit B shows the engineer's estimate for construction costs for SID 291 (Whitetail Creek) Interior Paving as \$90,604.80 and the engineer's estimate of the total cost of the project as \$1,376,148.95. Based upon Exhibit B, the portion of engineering costs that SID 291 is 100% responsible is 6.58%. Lamp Rynearson and Associates (LRA) will invoice County for 100% of engineering fees as specified in the agreement for engineering services between County and LRA. County will invoice SID 291 for 6.58% of the total engineering costs at the completion of the project.

4. Except as amended herein, the Interlocal Agreement shall otherwise remain unmodified and in full force and effect.

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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 triplicate on the dates indicated with the signatures below.

Executed by Sarpy County this _____ day of _____, 20____

SARPY COUNTY, NEBRASKA,
A Political Subdivision

Chairperson, Board of Commissioners

Attest:

Approved as to form:

Sarpy County Clerk

Sarpy County Attorney

SANITARY & IMPROVEMENT DISTRICT
No. 291 of Sarpy County, Nebraska

Chairperson, Board of Trustees

Attest:

Clerk, Board of Trustees

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