

Agenda Item: 7.

MEMORANDUM

TO: Programs, Projects and Operations Subcommittee
FROM: Martin P. Cleveland, Construction Engineer
SUBJECT: Interlocal Agreement with Sarpy County
Chalco Hills Recreation Area/Giles Road (156th to 144th Street) Improvements
DATE: May 6, 2015

The Giles Road, 156th to 144th Street Improvements Project is planned by Sarpy County Public Works Department and construction will likely commence in May-June 2015. Giles Road is being widened from a two lane to three lane format.

Enclosed is a location map showing the project features. The County proposes to construct some of the facilities on the Chalco Hills Recreation Area property as follows:

1. Pedestrian trail along the south side of Giles Road to the east of the entrance gate;
2. Storm sewer and drainageway facilities along the south side of Giles Road that lead to the Wehrspann Lake outlet channel;
3. Giles Road Box Culvert Extension and;
4. Additional turning lane at the entrance gate area.

The Chalco Hills Recreation Area is owned by U.S. Army Corps of Engineers (USACE) and is leased by the Papio-Missouri River NRD (P-MRNRD). The P-MRNRD operates the site and maintains trails, roads, drainage and landscaping.

A 10 ft. wide trail is proposed to be built within the Recreation Area in lieu of a sidewalk along the widened Giles Road. The Recreation Area provides for a wider path due to space, more scenic route and safer location due to setback from the road for most of its length. Sarpy County Public Works has proposed (in an April 8, 2015 letter to Angel Pletka, USACE) that the County would build the referenced concrete trail and that the P-MRNRD would be responsible for operation and maintenance. The storm sewer outlets, open drainageway and drop structure facilities leading to the outlet creek channel from the Wehrspann Lake Dam would provide a safer outlet for Giles Road Drainage. The Giles Road Box Culvert extension is necessary for the widening of Giles Road and addition of the trail crossing. The additional turning lane at the entrance gate will allow for better traffic flow onto Giles Road during Giles Road rush hour periods and high park usage periods. Enclosed is the proposed agreement.

Management recommends that the Programs, Projects and Operations Subcommittee recommend to the Board of Directors that the General Manager be authorized to sign an Interlocal Agreement with Sarpy County Public Works for the Giles Road Expansion and Improvements within the Chalco Hills Recreation Area property, subject to approval by the US Army Corps of Engineers and also subject to changes as deemed necessary by the General Manager and approval as to form by District Legal Counsel.

Enclosures

18915 MC:pb File: 264 (Chalco Hills Recreation Area Trail)



Imagery Date: 9/21/2013 41°10'24.32" N 96°09'03.09" W elev 1072 ft eye alt 4993 ft



1993

156TH ST

GILES RIDGE

154TH AVE

CHALCO POINT

GILES RD

Storm Sewer
Outlet

Turning Lane

Trail

LEGEND

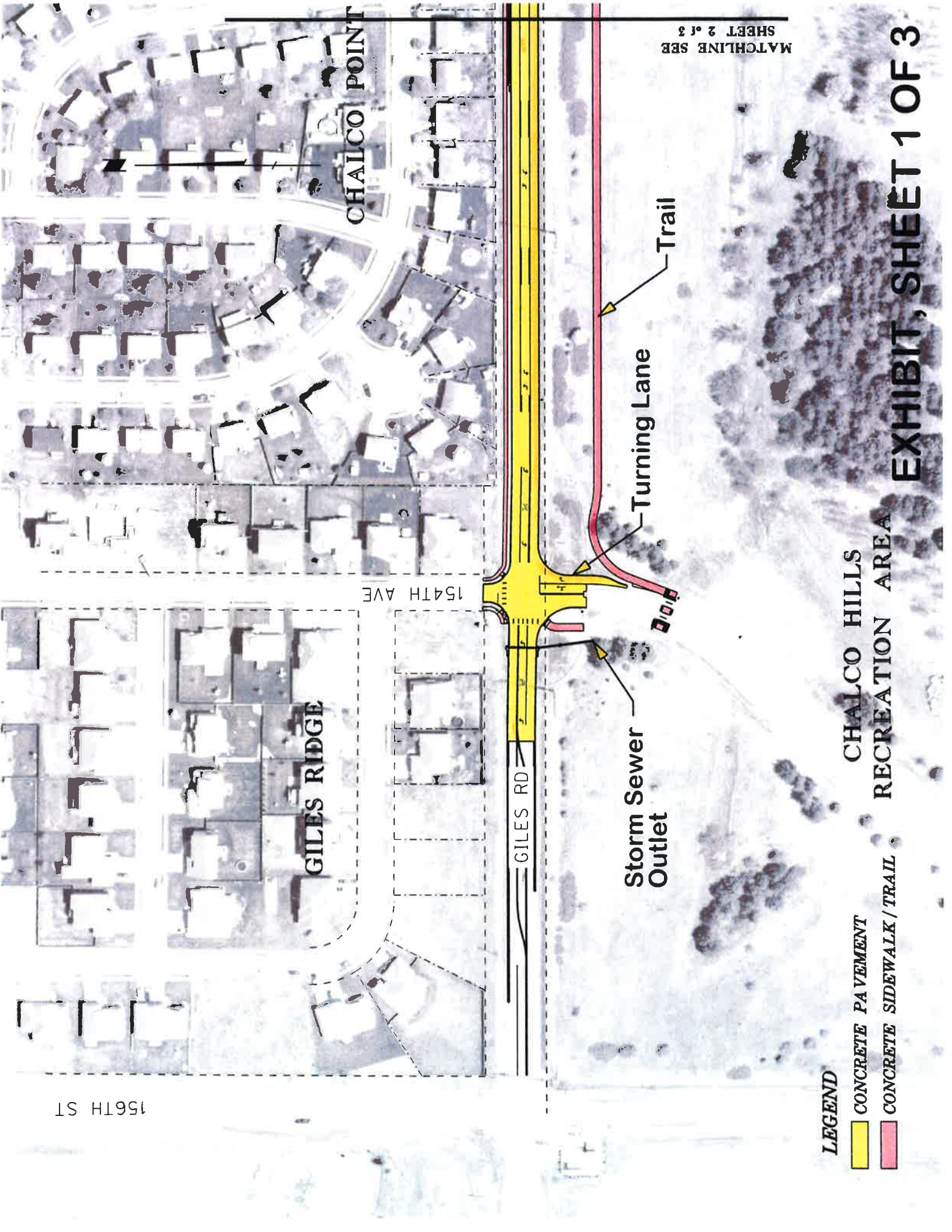
CONCRETE PAVEMENT

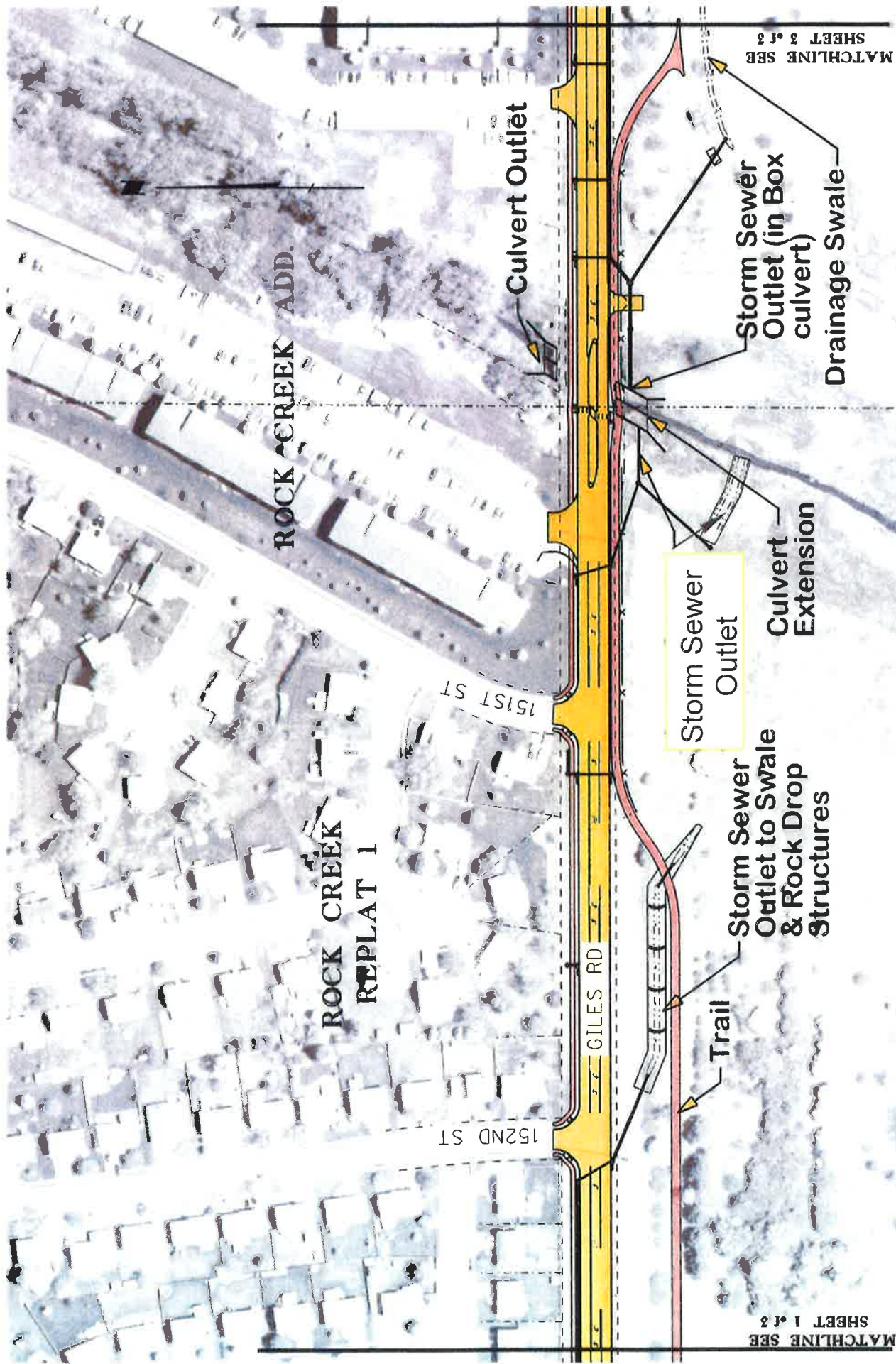
CONCRETE SIDEWALK / TRAIL

CHALCO HILLS
RECREATION AREA

EXHIBIT, SHEET 1 OF 3

MATCHLINE SEE
SHEET 2 OF 3





LEGEND

CONCRETE PAVEMENT

CONCRETE SIDEWALK / TRAIL

CHALCO HILLS
RECREATION AREA

Existing Trail

EXHIBIT, SHEET 2 OF 3

ROCK CREEK
REPLAT 3

ROCK CREEK
APARTMENTS

OMAHA SPORTS COMPLEX

GILES RD

WEAR PROPERTY

PROPERTY LINE

Existing
Trail

CHALCO HILLS
RECREATION AREA

Drainage
Swale

LEGEND

CONCRETE PAVEMENT

CONCRETE SIDEWALK / TRAIL

MATCHLINE SEE
SHEET 2 OF 3

EXHIBIT, SHEET 3 OF 3



SARPY COUNTY

Dennis L. Wilson, P.E., PhD
Sarpy County Engineer

PUBLIC WORKS DEPARTMENT
15100 South 84th Street • Papillion, NE 68046-2895
Phone (402) 537-6900 • FAX (402) 537-6955 • www.sarpy.com

April 8, 2015

Missouri River Project Office
Attn: Angel Pletka
9901 J.J. Pershing Dr.
Omaha, NE 68112

RE: C-77(09-4) Giles Road, 156th to 144th Roadway Improvements
Salk Creek & Papio Easement/License Application Letter

Dear Ms. Pletka:

Sarpy County Public Works Department is submitting this letter as a formal request on behalf of the Missouri River Project Office and to assist in completing the review of this project's impacts and coordination with the United States Army Corp of Engineer's (USACE) property.

The proposed project is located on Giles Road from 156th Street to 144th Street in Sarpy County, Nebraska. The project will reconstruct Giles Road from a two-lane roadway to a three-lane roadway complete with a two-way center left turn lane for side street and driveway entrances. The new roadway will include a new storm sewer system with curb inlets to collect and convey storm water. The project will also include the addition of a multi-use recreational trail on the south side of Giles Road and a sidewalk along the north side of Giles Road.

The proposed project includes the reconstruction of Giles Road as a 38-foot wide, three-lane section concrete roadway with curb and gutter. Giles Road will be widened to five lanes as it approaches 144th Street. The widening will include one west-bound lane and four east-bound lanes to allow for dual right turn lanes, a through lane and a left turn lane.

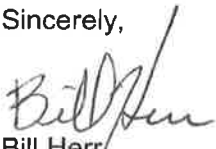
The proposed pedestrian and bicycle trail will be a 10-foot wide concrete trail that spans approximately one half mile on the south side of Giles Road. The trail will begin at Chalco Hills Entrance Road and connect to the existing Chalco Hills Recreation Trail just east of the Service Entrance Road. The trail will be constructed primarily on the USACE property set approximately 50 to 60 feet south of Giles Road. Near the Wehrspann Creek box culvert the trail will be nearly adjacent to the back of curb of Giles Road.

A box culvert extension will be necessary where Wehrspann Creek passes under Giles Road. This is necessary for the widening of Giles Road and the addition of the trail. A vegetated swale with multiple rock drop structures will be constructed to route stormwater runoff from a pipe outlet near 152nd Street and Giles Road into the existing wetland. A small berm will be constructed on the east end of the wetland adjacent to the stream bank along with an intake structure. The existing rock channel at the stream bank will be re-stabilized to handle overflows. A swale will also be constructed adjacent to the existing Chalco Hills Recreation Trail east of the Service Entrance Road to convey surface runoff to Wehrspann Creek.

The project will require temporary and permanent easements on the USACE property to construct the swales, rock drop structures, pedestrian and bicycle trail and box culvert extensions. Several meetings have taken place between the USACE, Papio-Missouri River Natural Resource District (PMRNRD) and Sarpy County Public Works Department discussing the proposed improvements' maintenance responsibilities. Sarpy County Public Works Department will be responsible for construction costs associated with the improvements. The PMRNRD shall be responsible for the maintenance of the pedestrian and bicycle trail. Sarpy County Public Works Department shall be responsible for the maintenance of the storm sewer pipe outlets, swales and rock drop structures.

Included with this request letter, you will find attached a copy of the Final Plans, copies of the USACE temporary and permanent easements' legal descriptions and tract maps and all approved and signed permits necessary for the project. If you have any questions or require additional information, please feel free to contact me at (402) 537-6906 or Herrb@sarpy.com.

Sincerely,

A handwritten signature in dark ink, appearing to read "Bill Herr", with a long, sweeping horizontal stroke extending to the right.

Bill Herr
Project Administrator

enc.

SARPY COUNTY PUBLIC WORKS DEPARTMENT

Plans for Construction
of
SARPY COUNTY PROJECT NO. C-77(09-4)
-Giles Road, 156th Street to 144th Street-
ROADWAY IMPROVEMENTS

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2-5	QUANTITIES & GENERAL INFORMATION
6-7	WETLANDS
8-10	TYPICAL CROSS SECTIONS
11-12	CENTERLINE CONTROL
13-34	CONSTRUCTION SEQUENCING & BARRICADING
35	TRAFFIC CONTROL DETAIL 925
36-45	REMOVALS
46-55	CONSTRUCTION
56-65	EROSION CONTROL
66-75	JOINTS, GEOMETRICS, AND GRADES
76-83	PLAN & PROFILES
84-93	SIGNING AND STRIPING
94-95	TRAFFIC SIGNAL PLAN
96-99	PIPE PROFILES
100	RETAINING WALL PROFILE
101	GUARDRAIL PLAN
102-107	BOX CULVERT
108	DROP STRUCTURE DETAILS
109-110	STORM WATER DETAILS
111-114	EROSION CHECK DETAILS
115-117	STORM WATER POLLUTION PREVENTION PLAN
118-127	RIGHT-OF-WAY SHEETS
X1 - X33	CROSS SECTIONS

CITY OF OMAHA PUBLIC WORKS DEPARTMENT
2014 STANDARD PLATES

500-82 (4 SHEETS) CONCRETE CURB RAMP

NEBRASKA DEPARTMENT OF ROADS STANDARD PLANS

301-R10	(3 SHEETS) PAVEMENT DETAILS
325-R9	(4 SHEETS) 8 TO 16 INCH CONCRETE PAVEMENT
411-R1	(4 SHEETS) BEDDING AND BACKFILL REQUIREMENTS FOR CONCRETE PIPE
428-R3	CONCRETE PLUGS AND FIELD PIPE TAP DETAILS
435-R1	(3 SHEETS) MANHOLE
443-R9	(2 SHEETS) CURB INLETS AND JUNCTION BOX
502-R1	(2 SHEETS) SILT FENCE DETAILS
504-R6	(3 SHEETS) EROSION CONTROL
910-R2	SIGNAL FACE CONFIGURATION
911-R1	TRAFFIC SIGNAL POLE DETAILS
912-R4	PULL BOX DETAIL
914-R6	(3 SHEETS) TRAFFIC CONTROL, CONSTRUCTION AND MAINTENANCE
920-R6	



THE 2012 STATE OF NEBRASKA TRAILING SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, APPROVED BY THE FEDERAL HIGHWAY ADMINISTRATION ON OCTOBER 1, 2007 AND THE SPECIAL PROVISIONS SHALL APPLY TO THIS PROJECT.

THE LOCATION OF ALL AERIAL AND UNDERGROUND UTILITY FACILITIES MAY NOT BE INDICATED IN THESE PLANS. UNDERGROUND UTILITIES, WHETHER INDICATED OR NOT, WILL BE LOCATED AND LABELED BY THE UTILITIES AT THE REQUEST OF THE CONTRACTOR.

PLANS PREPARED BY
FELSBERG HOLT & ULLEVIG



Traffic Count
Giles Road 2014 2035 P.S. 45 mph
ADT 15,900 37,000 D.S. 50 mph
DHV 1,550

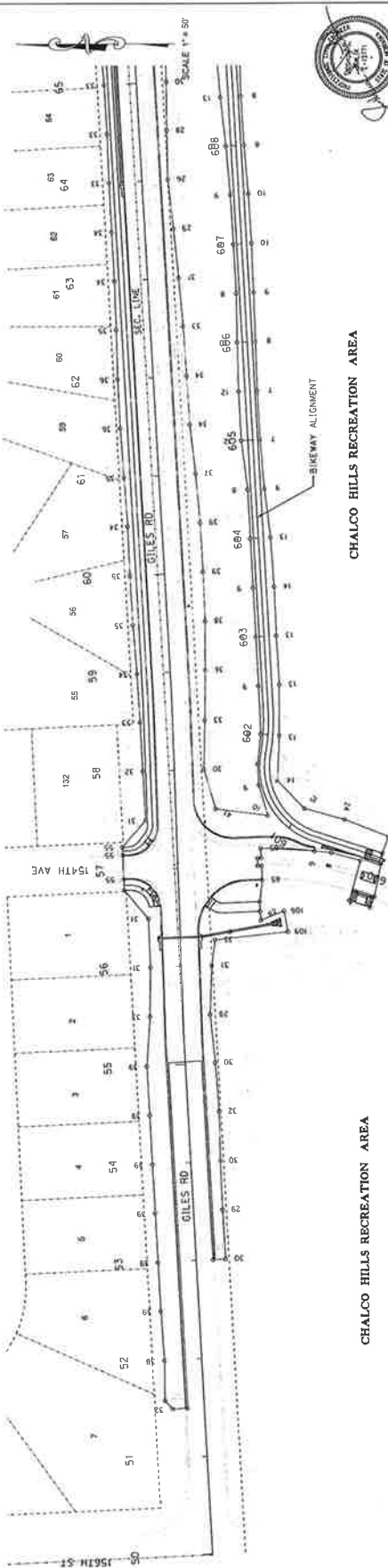
Design Standard
Other Arterial



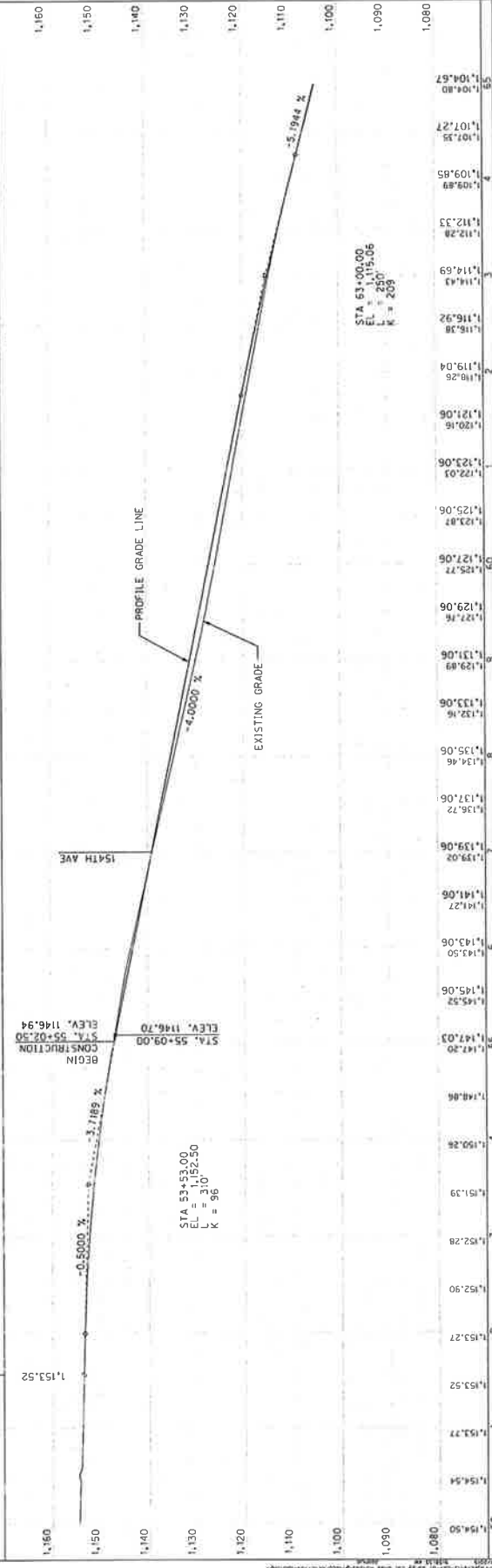
GILES ROAD

GILES RIDGE

CHALCO POINTE

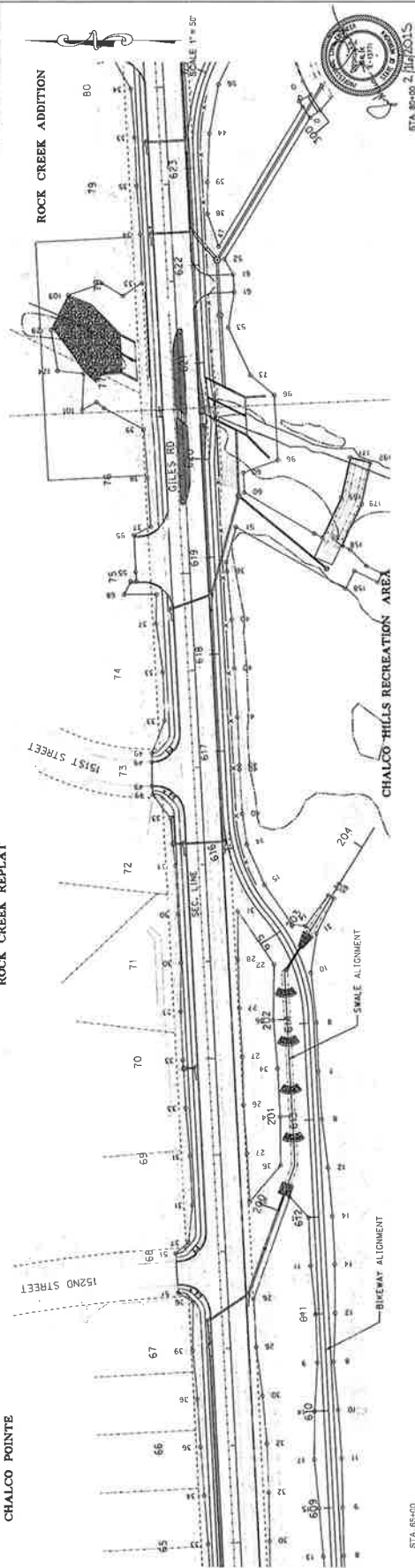


PROPOSED GILES ROAD PLAN & PROFILE

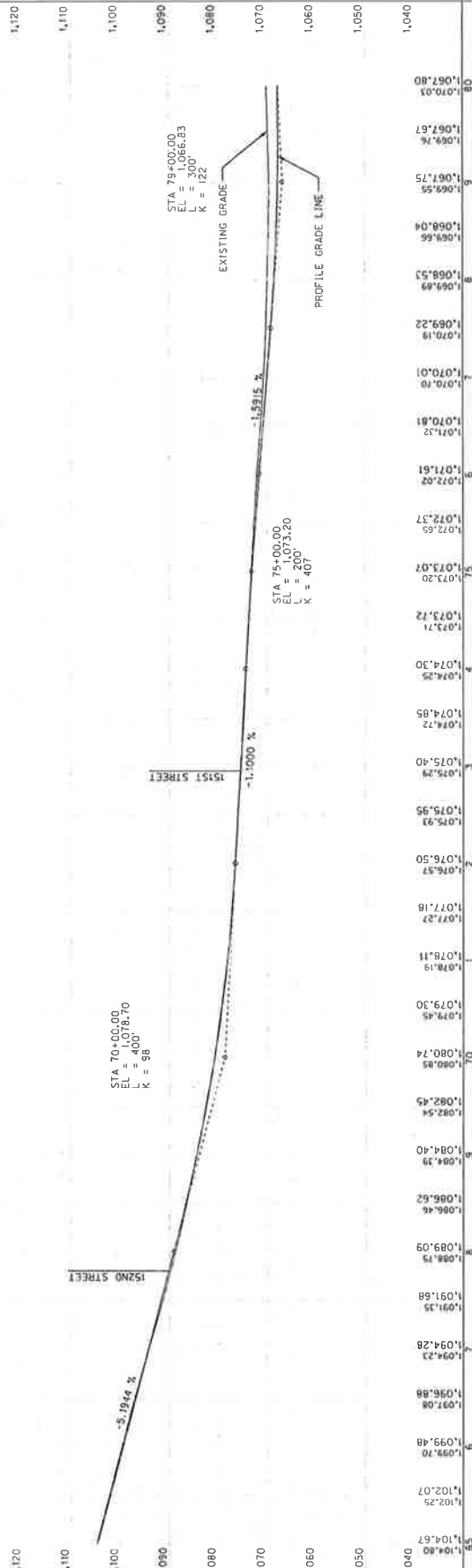


STA 53+53.00
 EL = 1,152.50
 L = 310'
 K = 96

STA 53+00.00
 EL = 1,115.06
 L = 200'
 K = 200



PROPOSED GILES ROAD PLAN & PROFILE

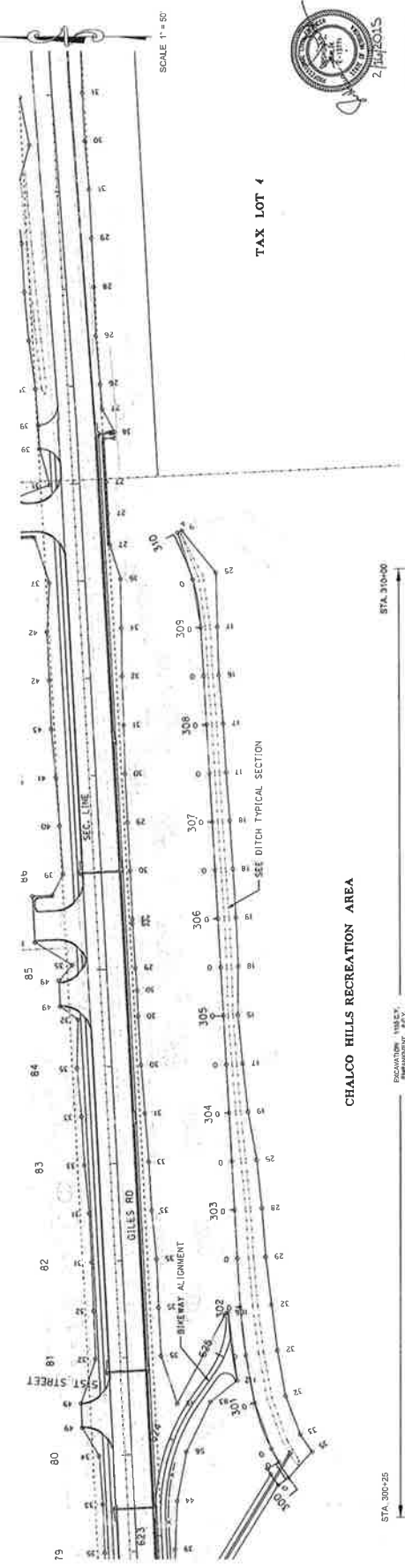


DITCH

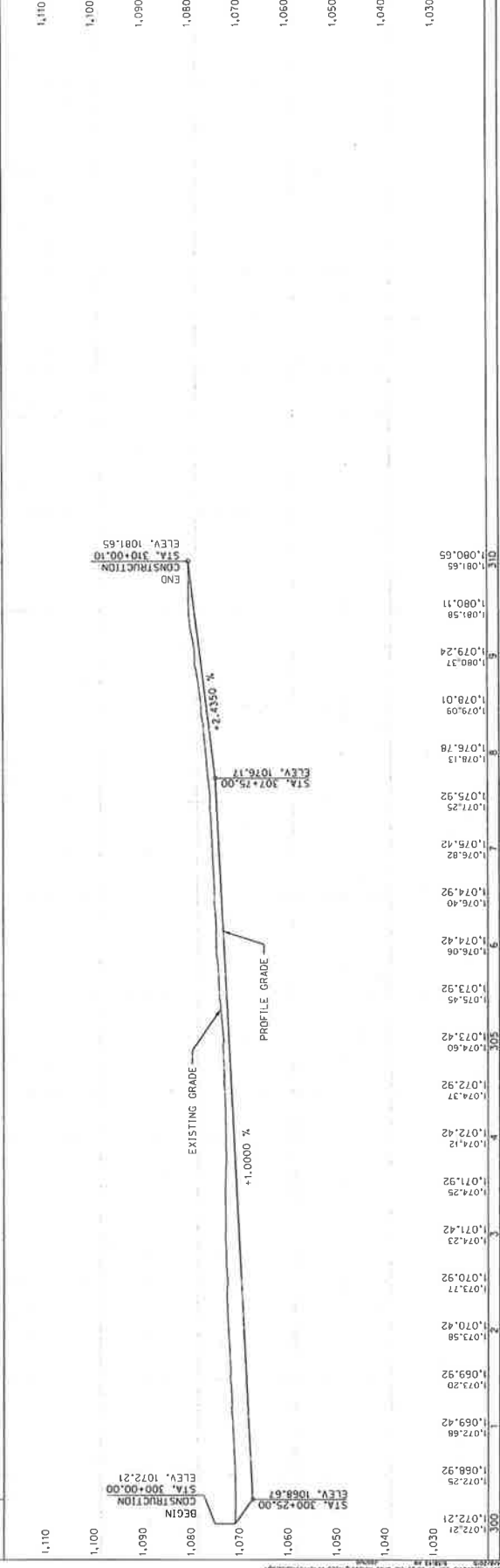
ROCK CREEK REPLAT 3

ROCK CREEK ADDITION

TAX LOT 10A



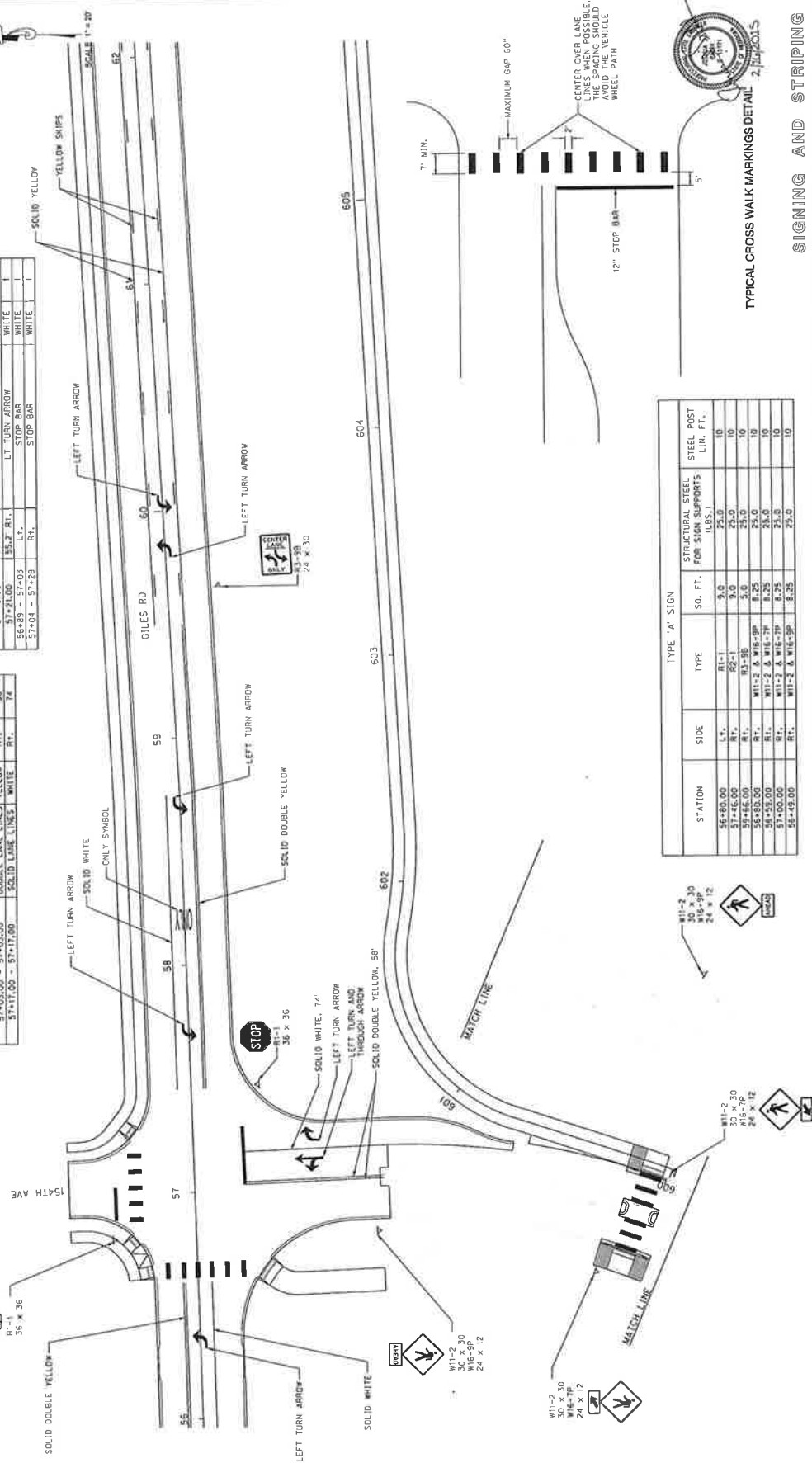
PROPOSED DITCH PLAN & PROFILE



STATION	TO STATION	REMARKS	COLOR	SIZE	LIN. FT.
56+63.00	56+68.00	CROSS WALK	WHITE	1 1/2" x 4"	42
56+83.00	57+21.00	CROSS WALK	WHITE	1 1/2" x 4"	42
58+68.00	57+00.00	CROSS WALK	WHITE	1 1/2" x 4"	60

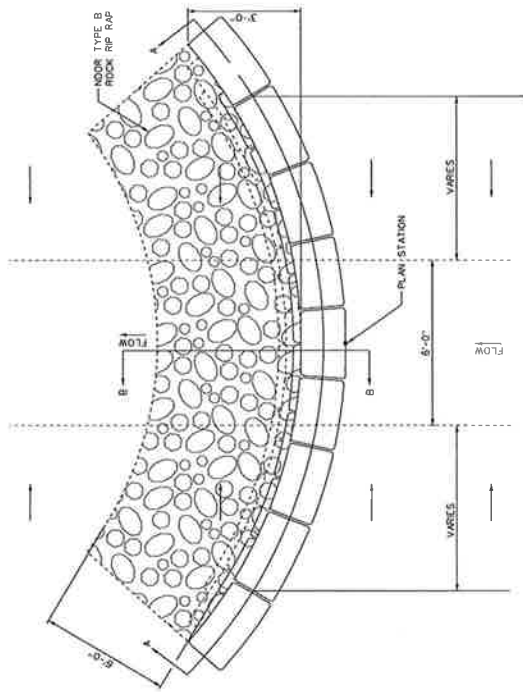
STATION	STATION TO	REMARKS	COLOR	SIZE	LIN. FT.
58+00.00	58+60.00	DOUBLE LANE LINES	WHITE	1"	60
58+00.00	58+00.00	50' LD LANE LINES	WHITE	1"	60
57+45.00	58+75.00	50' LD LANE LINES	WHITE	1"	130
57+45.00	58+75.00	50' LD LANE LINES	WHITE	1"	225
57+45.00	58+75.00	50' LD LANE LINES	WHITE	1"	481
57+45.00	58+75.00	50' LD LANE LINES	WHITE	1"	130
59+50.00	62+00.00	SKIP LANE LINES	YELLOW	1"	58
57+03.00	57+03.00	DOUBLE LANE LINES	YELLOW	1"	58
57+11.00	57+11.00	50' LD LANE LINES	WHITE	1"	74

STATION	SIZE	TYPE	COLOR	EACH
56+31.00	L ³ /R ¹	L ³ TURN ARROW	WHITE	1
57+74.00	L ³ /R ¹	L ³ TURN ARROW	WHITE	1
58+24.00	L ³ /R ¹	OKS Y	WHITE	1
59+24.00	L ³ /R ¹	L ³ TURN ARROW	WHITE	1
59+30.00	L ³ /R ¹	L ³ TURN ARROW	WHITE	1
60+97.00	L ³ /R ¹	L ³ TURN ARROW	WHITE	1
57+13.00	56.9' R ¹	L ³ TURN ARROW & THROUGH ARROW	WHITE	1
58+21.00	57.8' R ¹	L ³ TURN ARROW	WHITE	1
56+39.00	57.8' R ¹	L ³ TURN ARROW	WHITE	1
57+04 - 57+28	R ¹	STOP BAR	WHITE	1

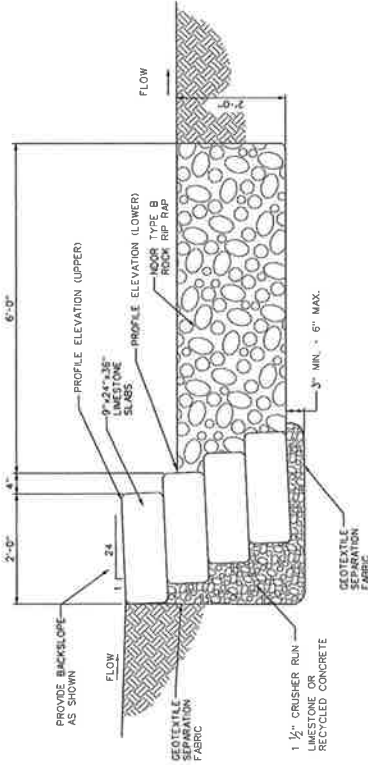


2/11/2015
TYPICAL CROSS WALK MARKINGS DETAIL

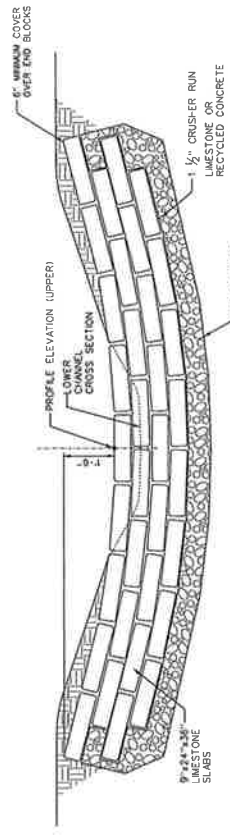
SIGNING AND STRIPING



ROCK DROP STRUCTURE



SECTION B-B



SECTION A-A

DROP STRUCTURE NOTES

1. Limestone rock slabs and rock rip-rap shall meet the requirements of the latest edition of the Maryland Standard Specifications for Highway Construction (Section 505).
2. Dimensions shown for limestone rock slabs are minimums. No additional payment shall be made for slabs that are larger than minimums.
3. Base and filler rock shall be 1 1/2" crusher run limestone or equivalent material meeting the requirements of the latest edition of the Maryland Standard Specifications for Highway Construction (Section 505).
4. Geotextile separation fabric shall be placed on the upstream side of limestone slabs and below the rock base.
5. Geotextile separation fabric (non-woven) shall be Trevira 115, Mirafi 140N or 5, MS 420, Supac, etc., or approved equivalent.
6. Rock rip-rap shall be worked into place to provide good contact between slabs and base. Gaps between slabs and base shall not be acceptable.
7. Contractor shall check his work to ensure that a negative slope does not occur between rock drop structures and pond water.
8. Grade, immediately above and below the structure should blend into the typical channel section.
9. At the locations indicated on the plans, the contractor shall construct rock drop structures in accordance with the details shown in the plans. Payment for the correct unit price per each for "Construct Rock Drop Structure" shall be made for the construction of the structure, materials, equipment, tools and incidentals necessary to complete the work.



DROP STRUCTURE DETAILS

INTERLOCAL COOPERATION AGREEMENT
Between
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
AND
SARPY COUNTY, NEBRASKA
For
GILES ROAD EXPANSION AND IMPROVEMENTS WITHIN
THE CHALCO HILLS RECREATION AREA

THIS INTERLOCAL AGREEMENT (hereinafter “AGREEMENT”) is made and entered into by and among the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, a political subdivision of the State of Nebraska (hereinafter referred to as the “NRD”), and SARPY COUNTY, NEBRASKA, a political subdivision of the State of Nebraska (hereinafter referred to as the “COUNTY”), (collectively referred to hereinafter collectively as the “PARTIES”) pursuant to authority provided by the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801, *et. seq.*

WHEREAS, the COUNTY desires to expand Giles Road between 144th Street and 156th Street in Sarpy County, Nebraska, and install certain improvements in the same vicinity. Some of said improvements will be located on land comprising the Chalco Hills Recreation Area (“CHALCO”);

WHEREAS, CHALCO is owned by the United States Army Corps of Engineers (“USACE”) and leased to the NRD, which operates CHALCO and maintains the trails, drainage, and landscaping within CHALCO;

WHEREAS, before authorizing any improvements in CHALCO, the USACE has required that the NRD approve said improvements proposed by the COUNTY; and;

NOW, THEREFORE, in consideration of the foregoing recitals and their mutual covenants hereinafter expressed, the PARTIES agree as follows:

1. PROJECT BENEFITS: The PARTIES hereby find and determine that the completed project and IMPROVEMENTS will be of predominantly general benefit to the PARTIES with only an incidental special benefit.

2. PROPOSED IMPROVEMENTS: The COUNTY intends to expand Giles Road between 144th Street and 156th Street from its current two lanes into a three lane format. In addition to the expansion of Giles Road, the COUNTY proposes the following improvements in CHALCO:

a) a pedestrian trail ten feet in width generally located along the south side of Giles Road (the “TRAIL”);

b) storm sewer and drainage way facilities along the south side of Giles Road that leads to the Wehrspann Lake dam outlet channel (the “STORM SEWER OUTLET”);

c) an extension to the south end of the Giles Road box culvert crossing of the Wehrspann Lake outlet channel (the “CULVERT EXTENSION”) ; and,

d) a reconfiguration of the entrance gate area into CHALCO to allow for a new turning lane (the “TURNING LANE”).

These four improvements are collectively referred to hereinafter as the “IMPROVEMENTS.” A diagram of the relevant portion of Giles Road and the adjacent area of CHALCO with the IMPROVEMENTS identified is attached hereto as Exhibit “A” and incorporated into this AGREEMENT. The Drainage Swale and Rock Drop Structures identified on Exhibit A are part of the STORM SEWER OUTLET improvement.

3. DESIGN OF THE IMPROVEMENTS: The COUNTY shall design or cause to be designed the IMPROVEMENTS without any monetary contribution from the NRD. Prior to construction of the IMPROVEMENTS, the COUNTY shall submit its design(s) for the IMPROVEMENTS to the NRD for the NRD’S approval of said design(s). The NRD’S approval shall not be withheld unreasonably. Thereafter, the COUNTY shall communicate to the NRD any substantial change in the design of the IMPROVEMENTS. A substantial change shall be a change that alters the location or operation of the IMPROVEMENT; all such changes require NRD approval.

4. PLANNING AND CONSTRUCTION OF THE IMPROVEMENTS:

a) CONSTRUCTION PLANS: The COUNTY shall draft or cause to be drafted construction plans for the IMPROVEMENTS without any monetary contribution from the NRD. Prior to construction, The COUNTY shall submit to the NRD the construction plans for the NRD'S approval. The NRD'S approval shall not be unreasonably withheld. The COUNTY shall communicate to the NRD any substantial change in the design of the IMPROVEMENTS. A substantial change shall be a change that alters the location or operation of the IMPROVEMENT; all such changes shall require NRD approval.

b) LAND RIGHTS AND PERMITS: The COUNTY shall be solely responsible for, at its sole cost and expense, the acquisition of all the necessary land rights, approvals, and permits for the IMPROVEMENTS, including but not limited to any necessary easements from the USACE. The COUNTY shall provide the NRD a copy of any and all proposed easements, legal descriptions, or similar documents related to the IMPROVEMENTS that the COUNTY submits to the USACE for its approval.

c) CONSTRUCTION: The COUNTY shall select and retain such consultants and contractors, at its sole cost and expense, necessary to construct the IMPROVEMENTS using the COUNTY'S procurement policies and procedures. Prior to awarding a contract(s) for the construction of the IMPROVEMENTS, COUNTY shall inform NRD of its intent to award the contract and the proposed contractor(s) to whom the COUNTY intends to award the contract(s). In the event the NRD disagrees with the COUNTY'S intended contractor(s), the NRD shall provide the COUNTY with a basis for its disagreement, and the COUNTY shall not award the contract to that contractor. The COUNTY and NRD shall proceed through the proposed award recipients until both PARTIES approve the necessary contractor(s). During the course of construction, the COUNTY shall inform the NRD concerning the schedule, any changes to the schedule, and any substantial changes to the construction plans. A substantial change shall be a change that alters the location or operation of the IMPROVEMENT; all of which are subject to NRD'S approval. The COUNTY shall be responsible, at its sole cost and expense, for replacing or returning to its current condition or better any and all portions of the currently existing trails or improvements that the COUNTY removes or disrupts during the construction of the IMPROVEMENTS.

d) UTILITY RELOCATIONS: The COUNTY shall be responsible, at its sole cost and expense, for relocation of any and all utilities that are determined to interfere with the construction or operation of the IMPROVEMENTS.

5. MAINTENANCE, REPAIR, AND REPLACEMENT: The COUNTY shall be responsible, at its sole cost and expense, for the maintenance, repair, and replacement of the STORM SEWER OUTLET and the CULVERT EXTENSION.

a) TURNING LANE MAINTENANCE: The COUNTY shall be responsible for the maintenance, repair, replacement, management, and regulation of that portion of the TURNING LANE that is within the boundaries of the COUNTY'S right-of-way. This AGREEMENT shall not supersede or replace the prior agreements between the COUNTY and the NRD concerning the maintenance of the roads within CHALCO. The prior agreements between the COUNTY and NRD shall remain in full force and effect.

b) TRAIL MAINTENANCE: Upon completion of the construction of the TRAIL, the NRD shall assume the operation, maintenance, repair, replacement, management, and regulation of the TRAIL during its useful life, at such times and in such manner as the NRD determines necessary and reasonable. Completion of construction occurs when all aspects of the TRAIL have been constructed and the TRAIL is fully open to the public's use. The NRD shall bear all costs and expenses associated with the operation, maintenance, repair, replacement, management, and regulation of the TRAIL. If necessary, the COUNTY shall assist the NRD in enforcing any warranties for the TRAIL against the contractors and consultants responsible for the design and construction of the TRAIL.

6. INDEMNIFICATION:

a) The COUNTY shall defend and indemnify the NRD and hold the NRD harmless from and against any and all claims, demands, and causes of action related to the IMPROVEMENTS that arise prior to completion of the TRAIL, including attorney fees and costs. Upon completion of the TRAIL, the COUNTY shall defend and indemnify the NRD and hold the NRD harmless from and against any and all claims, demands, and causes of action related to the STORM SEWER OUTLET, CULVERT EXTENSION, and/or the TURNING LANE, including attorney fees and costs.

b) Upon completion of the TRAIL, the NRD shall defend and indemnify the COUNTY and hold the COUNTY harmless from and against any and all claims, demands, and causes of action related to the TRAIL, including attorney fees and costs.

7. ABANDONMENT: In the event the COUNTY abandons the Giles Road expansion project or the IMPROVEMENTS prior to completion of the IMPROVEMENTS, the NRD shall have no obligations hereunder and shall not be responsible for any costs and expenses whatsoever associated with the project, the IMPROVEMENTS, or any component thereof.

8. NON-DISCRIMINATION. The parties hereto shall not, in the performance of this AGREEMENT, discriminate or permit discrimination by any of its contractors in violation of federal or state laws or local ordinances because of race, disability, color, sex, age, political or religious opinions, affiliations or national origin.

9. DRUG FREE POLICY. Each party provides assurance that it has established and maintains a drug free workplace policy.

10. ENTIRE AGREEMENT. This AGREEMENT contains the entire agreement between the parties, and each party hereto agrees that neither the other party, nor any of the officers, agents, employees or contractors of the other party, have made any representations or promises with respect to the project not expressly contained herein.

11. TERMINATION. In the event the COUNTY does not acquire the necessary approval and land rights from the USACE, this AGREEMENT shall terminate. The COUNTY shall provide NRD prompt notice of the occurrence of such occurrence. In the event of termination, the NRD shall have not be responsible for any costs and expenses whatsoever associated with the project, the IMPROVEMENTS, or any component thereof.

12. BINDING EFFECT. The provisions of This AGREEMENT shall inure to the benefit of, and shall be binding upon, the successors in interest and assigns of the respective parties hereto.

13. APPLICABLE LAW. Each party to this AGREEMENT shall follow all applicable federal and state statutes and regulations in carrying out the faithful performance and terms of this AGREEMENT.

14. SEVERABILITY. In the event any portion of this AGREEMENT is held invalid or unenforceable for any reason, it is agreed that any such invalidity or unenforceability shall not affect the remainder of this AGREEMENT, 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, reasonable and enforceable.

15. CAPTIONS. Captions used in this AGREEMENT are for convenience and not for use in the construction of this AGREEMENT.

16. INTERLOCAL COOPERATION ACT PROVISIONS. This AGREEMENT shall not create any separate legal or administrative entities. It shall be administered jointly by the parties, through one representative to be designated by and on behalf of each party. Each party shall separately finance and budget its own duties and functions under this AGREEMENT. There shall be no jointly held property as a result of this AGREEMENT. This AGREEMENT shall terminate upon completion of the work contemplated by this AGREEMENT, unless the parties consent in writing to an earlier termination. Upon terminations, each party shall retain ownership of the property it owns at the time of termination. This AGREEMENT does not authorize the levying, collecting or accounting of any tax.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this agreement on the dates hereinafter indicated pursuant to authorizing resolutions duly adopted at regularly-called meetings of their governing bodies.

Executed by THE SARPY COUNTY, NEBRASKA, this _____ day of _____, 2015.

SARPY COUNTY, NEBRASKA

By _____
Chairperson

Attest:

COUNTY Clerk

Executed by the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

this _____ day of _____, 2015.

PAPIO-MISSOURI RIVER
NATURAL RESOURCES DISTRICT

By _____
John Winkler
General Manager

Attest:

By _____

Title