

Agenda Item: 8.

MEMORANDUM

TO: Programs, Projects, and Operations Subcommittee

FROM: Eric Williams, Natural Resources Planner

SUBJECT: Daniel Trail Cost Share and Interlocal Agreement

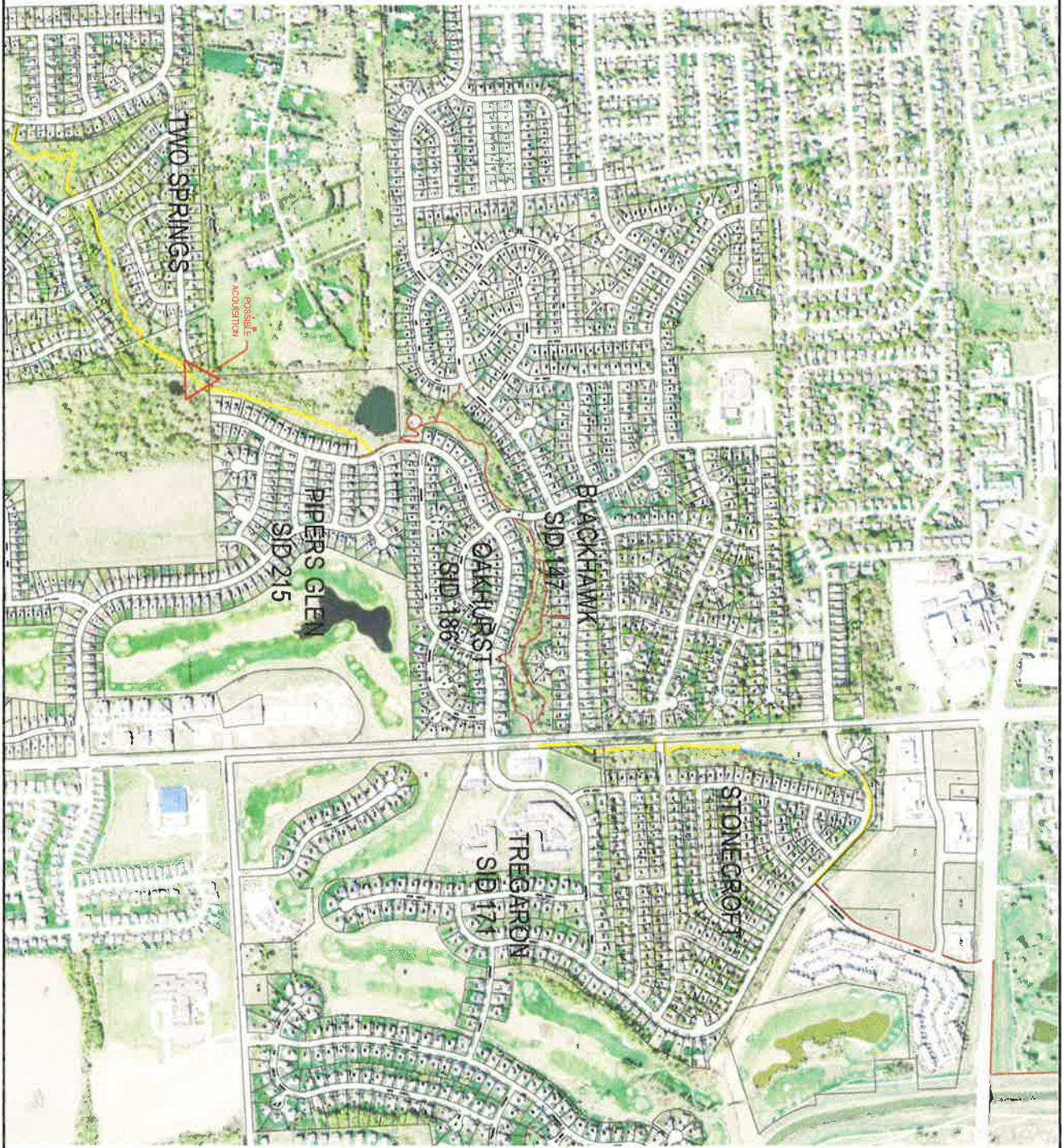
DATE: September 4, 2014

This memorandum is in regards to the Interlocal Agreement for the Daniel Loop Trail, payment of the previously approved funding from the Trails Assistance Program funding in the amount of \$125,000, and the requirement for local sponsors to utilize federal funding for this project.

The Interlocal Agreement for this trail project includes the City of Bellevue, Sarpy County, SID 171, SID 186, SID 215, and the District, with a total expected project cost not to exceed \$550,000 shared between all parties, and lists Sarpy Count acting as the lead agent for design and construction. The Board has previously reviewed and agreed to include funding \$125,000 toward this project in the FY 2015 budget, which represents less than “50% of the local costs” as is stated in policy 17.40 B. District Responsibilities. The policy requires the local sponsor(s) to apply for federal or state “transportation enhancement” funding, but no District contribution limit for project size is listed. Federal or state funding generally covers 80% of the project cost, which prevents the District’s contribution for half of the local cost (10% of the total project) from becoming unreasonable. In this case, the District’s contribution already meets these guidelines, without needing additional federal funding.

Representatives from all parties to the Interlocal Agreement have met multiple times over the past months regarding financial contributions, responsibilities, and timeline for project completion. The Agreement has been approved by each of the SIDs, is on the agenda for the City of Bellevue, and is scheduled to appear on the agenda for Sarpy County immediately after approval from all other parties.

- **It is recommended that the Subcommittee recommend to the Board to authorize the General Manager to sign the Interlocal Agreement, and to make payment after substantial completion of the project in the amount of \$125,000 according to the Trails Assistance Program application, without requiring Sarpy County to seek federal or state funding.**



LEGEND

- PROPOSED TRAIL
- REMOVE & REPLACE TRAIL
- EXISTING TRAIL



Proj No.	Revision
15-002-001-001	
Date	Description
06/11/2015	
Design Dr.	MSW
Design By	MSW
Scale	As Shown
Sheet	1 of 1

AERIAL EXHIBIT

BELLEVUE TRAIL EXHIBIT
SARPI COUNTY, NEBRASKA



E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services
300 North 117th Street Omaha NE 68154
Phone 402.892.4700 Fax 402.895.9599
www.eacg.com

INTERLOCAL COOPERATION AGREEMENT

This 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 wish 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”).

SID 171 comprises the subdivision commonly known as Tregaron which is generally located southeast of Capehart Road and 25th Street, in Sarpy County, Nebraska.

SID 186 comprises the subdivision commonly known as Oakhurst which is generally located immediately south of Sanitary and Improvement District No. 147 of Sarpy County, Nebraska (generally located southwest of Capehart Road and 25th Street), in Sarpy County, Nebraska.

SID 215 comprises the subdivision commonly known as Pipers Glen which is generally located immediately south of SID 186, in Sarpy County, Nebraska.

The subdivision commonly known as Stonecroft is located within the City limits and is generally located southeast of Capehart Road and 25th Street, immediately north of SID 171, in Sarpy County, Nebraska.

The subdivision commonly known as Two Springs is located within the City limits and is generally located southwest of SID 186, in Sarpy County, Nebraska.

It is in the best interest and would be mutually advantageous to the Parties to contract for the construction of the Trail Improvements in the locations shown on the Site Plan.

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) property owners immediately adjacent to the southwest of SID 215, in the locations generally depicted on the attached Exhibit "C", each as a seller, to allow for the City's acquisition of a certain portion of such properties 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 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 \$550,000.00, 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 \$215,000.00.

The NRD shall pay a lump sum total of \$125,000.00.

The County shall pay a lump sum total of \$90,000.00.

SID 171 shall pay a lump sum total of \$30,000.00.

SID 186 shall pay a lump sum total of \$30,000.00.

SID 215 shall pay a lump sum total of \$60,000.00.

Upon "award of contract" to a contractor, Sarpy County will submit an invoice to each of the Parties for their full lump sum contribution. 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 (\$550,000.00), then the Parties shall share such excess costs, on a pro rata basis, provided that each Party's respective share shall not exceed more than 115% of the lump sum contribution total outlined above, which excess share shall be invoiced by Sarpy County to each Party. Each Party shall pay Sarpy County such excess share amount within sixty (60) days after receipt of such excess share invoice. 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 (\$550,000.00), then 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.

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 2014, construction of the Trail Improvements shall occur during the spring and summer of 2015, and construction shall be substantially completed by June, 2015. 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 June, 2015.

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.

15. Transfer of Lot 250, Tregaron. Simultaneously with the execution hereof, SID 171 will execute a warranty deed transferring legal title to Lot 250, Tregaron, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, to the City, at no cost and expense to the City.

[Remainder of Page Left Intentionally Blank; Execution Pages Follow.]

Executed by Sarpy County this _____ day of _____, 2014.

ATTEST:

THE COUNTY OF SARPY, NEBRASKA

County Clerk

By: _____
Chairman

APPROVED AS TO FORM:

Deputy County Attorney

Executed by the City of Bellevue this ____ day of _____, 2014.

ATTEST:

THE CITY OF BELLEVUE, NEBRASKA

City Clerk

By: _____
Mayor

APPROVED AS TO FORM:

Deputy City Attorney

Executed by the Papio-Missouri River Natural Resources District this __ day of _____, 2014.

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

By: _____

Name: _____

Its: _____

Executed by SID 215 this _____ day of _____, 2014.

ATTEST:

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

Clerk

By: _____
Chairman

Executed by SID 171 this _____ day of _____, 2014.

ATTEST:

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

Clerk

By: _____
Chairman

Executed by SID 186 this _____ day of _____, 2014.

ATTEST:

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

Clerk

By: _____
Chairman