

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**NOVEMBER 3, 2009 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AMENDMENTS TO INTERLOCAL COOPERATION AGREEMENTS — PORTAL RIDGE	◆ RESOLUTION (2) ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

Resolutions have been prepared to authorize the execution of: (1) an Amendment to the Interlocal Cooperation Agreement for the 107<sup>th</sup> Street Improvements, and (2) an Amendment to the Interlocal Cooperation Agreement for Cornhusker Road (now known as Portal Road); satisfactory in form to the City Administrator and City Attorney, for the Portal Ridge subdivision, generally located southwest of 107<sup>th</sup> & Giles Road.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Approval.

**BACKGROUND**

Amendment to Interlocal Cooperation Agreement for the 107<sup>th</sup> Street Improvements:

In the executed Interlocal Cooperation Agreement for the 107<sup>th</sup> Street Improvements there is an exhibit that shows the estimated project cost as \$361,775 and that SID # 276 (Portal Ridge) was to participate one-third (33.33%) in that cost, or \$120,592. The footnote on that exhibit and in the text of the agreement states a limit for SID # 276 of \$83,970 which is not consistent with one-third participation. The City Engineer reviewed the project files and did not find any documents providing an explanation for the cap amount being less than one-third. It has been concluded that there was a previous estimate for a smaller total project cost before various reviews that required revisions and the footnote did not get updated. Therefore, this amendment to the 107<sup>th</sup> Street Interlocal Agreement was prepared by Robert Doyle on behalf of SID # 276 authorizing an increase of \$36,622 to raise the participation of SID # 276 to a maximum of \$120,592, and that this cost be permitted as a general obligation expense.

Amendment to Interlocal Cooperation Agreement for Cornhusker Road:

The final construction plans for the widening of Portal Road (formerly Cornhusker Road) were required to extend approximately 550 feet further east than was illustrated in the exhibit to the agreement. This need became apparent when more detailed plans were prepared. The extension of the widening was necessary to properly accommodate left-turning traffic into the La Vista Public Works Facility drive which is also the location of a future entrance into the Portal Plaza South development. The allocation of costs for this extension



**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN AMENDMENT TO THE INTERLOCAL AGREEMENT FOR 107<sup>TH</sup> STREET IMPROVEMENTS DATED JULY 5, 2006.

WHEREAS, the City of La Vista, City of Papillion, Sanitary and Improvement District (SID) No. 276 (Portal Ridge), and Sanitary and Improvement District (SID) No. 266 (Portal Plaza) entered into an Interlocal Cooperation Agreement for improvements to 107<sup>th</sup> Street; and

WHEREAS, an amendment to the Interlocal Agreement has been prepared to increase the participation of SID No. 276 from \$83,970.00 to \$120,592.00 and permitting this cost as a general obligation expense.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the amendment to the Interlocal Agreement dated July 5, 2006 is hereby approved and the Mayor and City Clerk are hereby authorized to execute said agreement on behalf of the City of La Vista.

PASSED AND APPROVED THIS 3RD DAY OF NOVEMBER, 2009.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN AMENDMENT TO THE INTERLOCAL AGREEMENT FOR CORNHUSKER ROAD IMPROVEMENTS DATED JULY 12, 2006.

WHEREAS, the City of La Vista, City of Papillion, Sanitary and Improvement District (SID) No. 276 (Portal Ridge), and Sanitary and Improvement District No. 266 (Portal Plaza) entered into an Interlocal Cooperation Agreement for improvements to Cornhusker Road; and

WHEREAS, an amendment to the Interlocal Agreement has been prepared to approve an extension to the project and to increase the participation of SID No. 276 in the amount of \$14,814.00 and permitting this cost as a general obligation expense.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the amendment to the Interlocal Agreement dated July 12, 2006 is hereby approved and the Mayor and City Clerk are hereby authorized to execute said agreement on behalf of the City of La Vista.

PASSED AND APPROVED THIS 3RD DAY OF NOVEMBER, 2009.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

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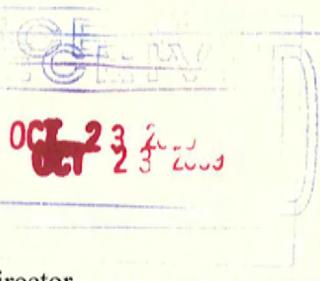
Pamela A. Buethe, CMC  
City Clerk



# THOMPSON, DREESSEN & DORNER, INC.

Consulting Engineers & Land Surveyors

Oct. 23, 2009



Ms. Ann Birch  
Community Development Director  
City of La Vista  
8116 Park View Boulevard  
La Vista, NE 68128

VIA: Hand Delivery

RE: Portal Ridge Subdivision, SID 276  
Amendments to Interlocal Agreements  
TD<sup>2</sup> File No. 171-314.27

Ann:

I have reviewed the Amendment to Interlocal Agreement for 107<sup>th</sup> Street and the Amendment to Interlocal Agreement for Cornhusker Road (now known as Portal Road) which you gave to me for review this date. The proposed changes in these amendments are consistent with the instructions that were provided to Mark Westergard in a letter dated April 30, 2009. A copy of that letter is enclosed for reference.

I recommend that the proposed amendments be approved and executed. I am returning the agreement copies herewith.

Submitted by,

THOMPSON, DREESSEN & DORNER, INC.

John M. Kottmann, P.E.

JMK/amw

Enclosure

cc: File

Robert E. Dreessen, P.E.  
Ka "Kip" P. Squire III, P.E., S.E.  
Douglas S. Dreessen, P.E.  
Chris E. Dorner, L.S.  
Nelson J. Hymans, P.E.  
James D. Warner, L.S.  
Charles E. Riggs, P.E.  
John M. Kottmann, P.E.  
Arthur D. Beccard, P.E.  
Dean A. Jaeger, P.E.  
Richard M. Broyles, L.S.

David H. Neef, L.S.  
Ronald M. Koenig, L.S.  
Michael J. Smith, L.S.  
Troy J. Nissen, P.E., S.E.  
Douglas E. Kellner, P.E.  
Gary A. Norton, P.E.  
Brian L. Lodes, P.E. LEED AP  
Kurtis L. Rohn, P.E.  
Jeffrey L. Thompson, P.E.  
Daren A. Konda, P.E.  
Michael T. Caniglia, L.S.  
Jeremy T. Steenhoek, P.E.  
Joshua J. Storm, P.E.



THOMPSON, DREESSEN & DORNER, INC.  
Consulting Engineers & Land Surveyors

April 30, 2009

Mr. Mark Westergard, P.E.  
E & A Consulting Group, Inc.  
330 North 117<sup>th</sup> Street  
Omaha, NE 68154

ROBERT E. DREESSEN, P.E.  
NELSON J. HYMANS, P.E.  
JAMES D. WARNER, L.S.  
CHARLES E. BIGGS, P.E.  
KA "KIP" P. SQUIRE III, P.E., S.E.  
JOHN M. KOTTMANN, P.E.  
ARTHUR D. BECCARD, P.E.  
DOUGLAS S. DREESSEN, P.E.  
DEAN A. JAEGER, P.E.  
RICHARD M. BROYLE, L.S.  
DAVID H. NEEP, L.S.  
RONALD M. KOENIG, L.S.  
CHRIS E. DORNER, L.S.  
TIMOTHY T. PAPSTEIN, P.E.  
MICHAEL J. SMITH, L.S.  
TROY J. NISSEN, P.E., S.E.  
DOUGLAS E. KELLNER, P.E.  
GARY A. NORTON, P.E.  
BRIAN L. LODES, P.E.  
KURTIS L. ROHN, P.E.  
JEFFREY L. THOMPSON, P.E.  
DAREN A. KONDA, P.E.  
MICHAEL T. CANIGLIA, L.S.  
JEREMY T. STEBNHOEK, P.E.  
JOSHUA J. STORM, P.E.

RE: Portal Ridge Subdivision, SID 276  
Portal Road (aka Cornhusker) & 107<sup>th</sup> St. Interlocal Agreements  
Review of Requested Amendments  
TD<sup>2</sup> File No. 171-314.26

Mark:

I have reviewed your letter of March 30, 2009 in which you and Bob Doyle requested three adjustments be made to the funding limits for participation by SID 276 in the Portal Road and 107<sup>th</sup> Street interlocal agreements. I have discussed those requests with the City Administrator.

I have the following responses to the requested revisions:

Adjustment for Extension of Portal Road beyond the Agreement Limits:

The final construction plans for widening of Portal Road (named Cornhusker Road at the time the plans and agreement were prepared) were required to extend approximately 550 feet further east than was illustrated in the exhibit to the interlocal agreement. This need became apparent when more detailed plans were prepared. The extension of the widening was necessary to properly accommodate left-turning traffic into the La Vista Public Works Facility drive which is also the location of a future entrance into the Portal Plaza South development. The allocation of costs based on projected traffic volumes using these driveway entrances is satisfactory. Therefore, I recommend that you proceed to prepare an amendment to the Portal Road interlocal agreement in the amount of \$14,814 for this adjustment and that this cost be permitted as a general obligation expense.

Adjustment for 107<sup>th</sup> Street Interlocal Agreement Inconsistency:

In the executed interlocal agreement for 107<sup>th</sup> Street, there is an exhibit that shows the estimated project cost as \$361,775 and that SID 276 was to participate one-third (33.33%) in that cost, or 120,592. However, the footnote on that exhibit and in the text of the agreement states a limit for SID 276 of \$83,970 which is not consistent with one-third participation. I have not found any documents in my files that provide an explanation for the cap amount being less than one-third. I can only speculate that there was a previous estimate for a smaller total project cost before various reviews and revisions and the footnote did not get updated. I recommend that you proceed to prepare an amendment to the 107<sup>th</sup> Street interlocal agreement authorizing an increase of \$36,622 to increase the participation of SID 276 to a maximum of \$120,592 and that this cost be permitted as a general obligation expense.

Mr. Mark Westergard, P.E.  
April 30, 2009  
Page 2

Adjustment for Increased Construction Costs:

I have reviewed the request to increase the limits of participation in both interlocal agreements due to the actual bid prices being substantially more than the estimate. I do not recommend approval of an amendment for this item for the following reasons:

- The cost increases should have been brought to the attention of the City shortly after bids were received to consider adjusting the cap amounts or discussing ways in which to reduce project costs, if possible.
- I have reviewed bid tabulations from paving projects that were bid by this office in 2006 and 2007 that included 9" pavement. Those projects ranged from \$26.00 to \$30.00 per square yard. It is difficult to make direct comparisons between different projects due to varying site conditions. However, I believe the cost estimate price of \$23.00 per square yard was probably too low given the nature of the widening project.

Please proceed to prepare amendments to the interlocal agreements and submit these documents to the me for review by the City prior to these documents being signed.

Submitted by,

THOMPSON, DREESSEN & DORNER, INC.



John M. Kottmann, P.E.

JMK/jlf

Enclosure

cc: File  
Ms. Brenda Gunn, City Administrator

**AMENDMENT TO  
INTERLOCAL COOPERATION AGREEMENT**  
(Portal Plaza Subdivision, Portal Plaza South Subdivision and Portal Ridge Subdivision)  
**Cornhusker Road**

Sanitary and Improvement District No. 266 of Sarpy County, Nebraska (Portal Plaza)  
Sanitary and Improvement District No. 276 of Sarpy County, Nebraska (Portal Ridge)  
City of Papillion, Nebraska  
City of La Vista, Nebraska

THIS AMENDMENT TO INTERLOCAL AGREEMENT is made and entered into by and between the CITY OF PAPILLION, NEBRASKA (hereinafter referred to as "Papillion"), the CITY OF LA VISTA, NEBRASKA (hereinafter referred to as "La Vista"), SANITARY AND IMPROVEMENT DISTRICT NO. 276 OF SARPY COUNTY, NEBRASKA existing solely within the La Vista jurisdiction (hereinafter referred to as "SID #276"), and SANITARY AND IMPROVEMENT DISTRICT NO. 266 OF SARPY COUNTY, NEBRASKA existing solely within the Papillion jurisdiction (hereinafter referred to as "SID #266").

**PRELIMINARY STATEMENT**

WHEREAS, SID #266, SID #276, Papillion and La Vista did, on or about July 12, 2006 execute an Interlocal Cooperation Agreement (the "Agreement") for the construction of the Cornhusker Road improvements, a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein.

WHEREAS, it is in the best interests and would be mutually advantageous to all parties to make certain amendments to the Interlocal.

NOW THEREFORE, in consideration of, and based on the foregoing Preliminary Statement and the mutual promises and agreements set forth below, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. That the cost cap of \$29,967.00 in Paragraph 6. B. and in footnote (1) of Exhibit "B" of the Agreement be and hereby is amended to read \$44,781.00 and footnote (1) on Exhibit "B" is deleted.
2. All other terms and conditions contained in the original agreement attached hereto as Exhibit "A" shall remain in full force and effect.
3. This Amendment may be executed in counterparts, all of which taken together will constitute one original agreement.

*{Signatures appear on following pages}*

Executed by the City of Papillion, Nebraska, this 10th day of October 2009.

CITY OF PAPILLION, NEBRASKA

By: *John*

ATTEST:

APPROVED AS TO FORM:

Yekaterina M. Mironova  
City Clerk

**City Clerk**

By: Michael N. Chulio  
City Attorney

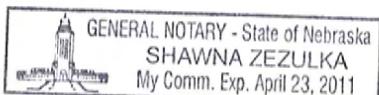
## ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF SARPY )

On this 10<sup>th</sup> day of October, 2009, before me a Notary Public, duly commissioned and qualified in and for said County, appeared David P. Black, personally known by me to be the Mayor of the City of Papillion, and Elizabeth McCarty, to me personally known to be the City Clerk of the City of Papillion, and the identical persons whose names are affixed to the foregoing Interlocal Cooperation Agreement, and they acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said City.

WITNESS my hand and Notarial Seal the day and year last above written.

Shawna Zegukov  
Notary Public



Executed by the City of La Vista, Nebraska, this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

**CITY OF LA VISTA, NEBRASKA**

By: \_\_\_\_\_

ATTEST:

**APPROVED AS TO FORM:**

---

**City Clerk**

**City Attorney**

## ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF SARPY )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Douglas Kindig, personally known by me to be the Mayor of the City of La Vista, and Rita Ramirez, to me personally known to be the City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Interlocal Cooperation Agreement, and they acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said City.

WITNESS my hand and Notarial Seal the day and year last above written.

## Notary Public

Executed by the Sanitary and Improvement District No. 266 of Sarpy County, Nebraska, this day of \_\_\_\_\_, 2009.

ATTEST:

SANITARY AND IMPROVEMENT DISTRICT  
NO. 266 OF SARPY COUNTY, NEBRASKA

By:

  
Frank Kulig, Clerk

By:

George Venteicher, Chairman

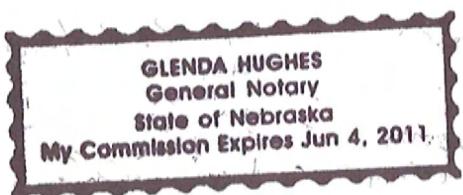
## ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF DOUGLAS )

On this 20<sup>th</sup> day of August, 2009, before me a Notary Public, duly commissioned and qualified in and for said County, appeared George Venteicher, personally known by me to be the Chairman of Sanitary and Improvement District No. 266 of Sarpy County, Nebraska, and Frank Kulig, to me personally known to be the Clerk of said District, and the identical persons whose names are affixed to the foregoing Interlocal Cooperation Agreement, and they acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said District.

WITNESS my hand and Notarial Seal the day and year last above written.

Glenda Hughes  
Notary Public



Executed by the Sanitary and Improvement District No. 276 of Sarpy County, Nebraska, this  
day of \_\_\_\_\_ 2009.

ATTEST:

SANITARY AND IMPROVEMENT DISTRICT  
NO. 276 OF SARPY COUNTY, NEBRASKA

By: W.W.  
Clerk

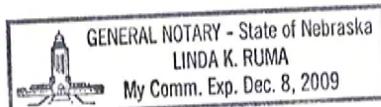
By: Paul  
Chairman

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF SARPY )

On this 10 day of August, 2009, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Timothy W. Young, personally known by me to be the Chairman of Sanitary and Improvement District No. 276 of Sarpy County, Nebraska, and Mark A. Buyer, to me personally known to be the Clerk of said District, and the identical persons whose names are affixed to the foregoing Interlocal Cooperation Agreement, and they acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said District.

WITNESS my hand and Notarial Seal the day and year last above written.

Linda K. Rimer  
Notary Public



**EXHIBIT**

**"A"**

5/25/06  
217081-1  
6/16/06 S&W  
06/21/06 City

**INTERLOCAL COOPERATION AGREEMENT**

(Portal Plaza Subdivision, Portal Plaza South Subdivision and Portal Ridge Subdivision)  
**Cornhusker Road Improvements**

Sanitary and Improvement District No. 266 of Sarpy County, Nebraska (Portal Plaza and Portal Plaza South)

Sanitary and Improvement District No. 276 of Sarpy County, Nebraska (Portal Ridge)

City of Papillion, Nebraska

City of La Vista, Nebraska

THIS INTERLOCAL AGREEMENT is made and entered into by and between the CITY OF PAPILLION, NEBRASKA (hereinafter referred to as "Papillion"), the CITY OF LA VISTA, NEBRASKA (hereinafter referred to as "La Vista"), SANITARY AND IMPROVEMENT DISTRICT NO. 276 OF SARPY COUNTY, NEBRASKA existing solely within the La Vista jurisdiction (hereinafter referred to as "SID #276"), and SANITARY AND IMPROVEMENT DISTRICT NO. 266 OF SARPY COUNTY, NEBRASKA existing solely within the Papillion jurisdiction (hereinafter referred to as "SID #266").

**PRELIMINARY STATEMENT**

SID #266 is presently undertaking the development known as the Portal Plaza Subdivision and the Portal Plaza South Subdivision, which are located within the zoning jurisdiction of the City of Papillion, Nebraska. SID #276 is presently undertaking the development known as the Portal Ridge Subdivision, which is located within the zoning jurisdiction of the City of La Vista, Nebraska. SID #266 is situated north and south of Cornhusker Road and SID #276 is situated north of Cornhusker, which right-of-way is located within the jurisdiction of the City of La Vista, Nebraska. SID #266 is desirous of improving Cornhusker Road to include widening for addition of a third lane to accommodate left-turning movements, hereinafter called the "Improvements".

Pursuant to the Interlocal Cooperation Act, Section 14-801, et. seq., the parties hereto 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 providing 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 Papillion, La Vista, SID #276, and SID #266 to install the Improvements, pursuant to this Agreement, as shown on Exhibit "A" attached hereto. Such Improvements may include, without limitation, right of way acquisition, a change of grade, widening, concrete pavement, relocation of utilities, installation of storm sewers and other drainage facilities, traffic control devices and related improvements.

NOW THEREFORE, in consideration of, and based on the foregoing Preliminary Statement and the mutual promises and agreements set forth below, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree 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. SID #266 will contract with E & A Consulting Group, Inc., registered engineers in the State of Nebraska, for the preparation of plans and specifications for the construction of the 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 administration, construction management, and the public bidding of the Improvements shall be the exclusive responsibility of E & A Consulting Group, Inc.

The total estimated costs of the Improvements are set forth on Exhibit "B" attached hereto and incorporated herein by this reference.

3. Street Right-of-Way Jurisdiction. All public right-of-ways or easements, including temporary construction easements, deemed necessary for the construction and installation of the Improvements to be located within the boundaries of the District #266, District #276, the City of La Vista or the City of Papillion, shall be acquired by District #266, subject to such easements, rights, restrictions and encumbrances, if any, as the District or the City of Papillion, as the case may be, determines necessary or appropriate, prior to the start of construction. Each of the governmental entities to this agreement will cooperate with the other and execute all necessary and reasonable consents and waivers to allow either governmental entity to acquire public right-of-ways or easements, including temporary construction easements as contemplated herein which may be outside of the jurisdictional boundary of the governmental entity acquiring said right-of-ways or easements.

4. Construction. SID #266 agrees to cause the Improvements to be constructed in accordance with the plans and specifications approved by the parties hereto in accordance with Section 2, above. During the course of the construction of the Improvements, any party may at any time cause inspection of the work to insure compliance with the final plans and specifications.

5. Maintenance of Improvements. The parties hereto agree that La Vista and Papillion will each own, operate and at its cost maintain those Improvements that are situated within their respective corporate boundaries upon completion. Each City shall be named a beneficiary (indemnitee) on the construction bond coverage obtained in connection with any portion of the project for which a City has maintenance obligations hereunder. The maintenance coverage under such bond shall continue not less than two (2) years from completion and acceptance of the project. Each City shall maintain its foregoing respective jurisdictional portion of Cornhusker Road, subject to such different arrangements that may from time to time be agreed to as between Papillion and La Vista.

6. Payment of Costs. In recognition of La Vista assuming operation and maintenance costs for the improvements as provided in paragraph 5 above, the cost of the improvements, including, but not limited to, right-of-way acquisition, removals, clearing and grubbing, grading, seeding, drainage structures, paving, traffic control devices, engineering, contract administration, coordination, supervision, observation, testing, construction, construction staking, legal and interest shall be paid as follows:

Cornhusker Road:

- A. SID #266 – 85%, not to exceed \$169,813
- B. SID #276 - 15%, not to exceed \$29,967

Cornhusker Road/107th to 108th Street and including 108<sup>th</sup> Street improvements:

District #266 100%

7. Purpose of Agreement; Timing of Work. It is the mutual desire and intention of the parties that the improvements shall be completed on or before November 30, 2006; provided, however, it is the District's intention to complete the construction of Improvements on or before November 30, 2006, weather permitting. 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 the Improvements contemplated by this Agreement on or before November 30, 2006.

8. Lead Agent. SID #266 shall serve as lead agent with respect to the construction of the Improvement as contemplated herein.

9. Records. SID #266 shall maintain records of all costs incurred by SID #266 in connection with the Improvements, and SID #276, Papillion and La Vista shall have the right to audit and review such records at any time to assure that such records are accurate.

10. Duration. As regards acquisition of right-of-way design and construction of the Improvements, this Agreement shall continue until such time as the Improvements to be performed by SID #266 pursuant to this Agreement shall have been designed, completed, accepted and paid for by SID #266 and SID #276, as set forth above, unless this Agreement is terminated sooner by the written agreement of the parties hereto. As regards La Vista's ongoing maintenance obligations pursuant to Paragraph 5 hereof, said obligations as between La Vista and Papillion shall continue until such time as they are made the subject of a separate agreement between the two cities or modified or terminated by mutual consent of the two cities.

11. Appointment of Administrators. The City Administrator of Papillion shall administer this contract on behalf of Papillion, the City Administrator of La Vista shall administer this contract on behalf of La Vista, and E & A Consulting Group, Inc. shall administer this contract on behalf of SID #266 and SID #276.

12. Police and Fire Protection. The jurisdictional responsibility for police and fire protection shall follow the same area of jurisdictional responsibility as that of maintenance within each city respective city limits:

City of La Vista: Police and fire protection within Cornhusker Road right-of-way between 96<sup>th</sup> Street and 107<sup>th</sup> Street and properties along the north side of said segment of Cornhusker Road, including Portal Ridge Subdivision;

13. Special Assessments/G.O. Debt Allocation. As regards the amount of debt incurred by SID #266 (Portal Plaza) and/or SID #276 (Portal Ridge) in the implementation of this Interlocal Agreement, the allocation of such debt of the respective SIDs as between the amount of such SID debt to be levied as special assessment ("specially assessed") and the amount of such debt not to be specially assessed ("general obligation") shall be determined in accordance with the subdivision agreement entered into between each SID and the City having zoning jurisdiction thereover.

14. SID #266 Sanitary Sewer Connection. It is the intent of the parties that the common jurisdictional boundaries of La Vista and Papillion be respected and that no part of the SID #266 sewer system or sewage therefrom will connect, directly or indirectly, to any portion of the La Vista sewer system, and that no part of the SID #276 sewer system or sewage therefrom will connect, directly or indirectly, to any portion of the Papillion system. SID #266 wishes to connect its sanitary sewer system to the City of Omaha's Interceptor outfall sewer for the purpose of disposing of its sanitary sewer waste pursuant to the provisions of the sanitary sewer agreement between the City of Papillion and City of Omaha.

15. Summary of Exhibits. Following are the Exhibits attached hereto and made a part hereof:

Exhibit "A": Site Plan

Exhibit "B": Estimated cost of the Improvements

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

17. Entire Agreement. This instrument contains the entire agreement of the parties and shall be binding upon the successors and assigns of both parties. No amendments, deletions or additions shall be made to this Agreement except in writing signed by both parties. Nebraska law shall govern the terms and performances under this Agreement.

Executed by the City of Papillion, Nebraska, this 5 day of July 2006.

ATTEST:



James J. Morris  
City Clerk

CITY OF PAPILLION, NEBRASKA

By: Ed

APPROVED AS TO FORM:

By: Michael H. Schaefer  
City Attorney

## ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )  
COUNTY OF SARPY )  
 )ss. )

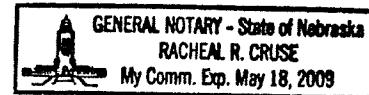
On this 5 day of July, 2006, before me a Notary Public, duly commissioned and qualified in and for said County, appeared James F. Blinn, personally known by me to be the Mayor of the City of Papillion, and Jennifer Niemier, to me personally known to be the City Clerk of the City of Papillion, and the identical persons whose names are affixed to the foregoing Interlocal Cooperation Agreement, and they acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said City.

WITNESS my hand and Notarial Seal the day and year last above written.

Pacheal PCruse  
Notary Public

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## Notary Public



Executed by the City of La Vista, Nebraska, this 13th day of July, 2006.

CITY OF LA VISTA, NEBRASKA

By:

APPROVED AS TO FORM:

ATTEST:



Dale  
City Clerk

By: Thomas  
City Attorney

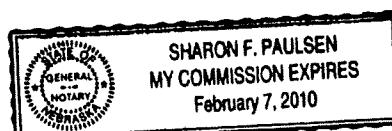
**ACKNOWLEDGMENT OF NOTARY**

STATE OF NEBRASKA )  
COUNTY OF SARPY )  
 )ss.  
)

On this 12<sup>th</sup> day of July, 2006, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Douglas Kindig, personally known by me to be the Mayor of the City of La Vista, and Rita Ramirez, to me personally known to be the City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Interlocal Cooperation Agreement, and they acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said City.

WITNESS my hand and Notarial Seal the day and year last above written.

Sharon J. Paulsen  
Notary Public



Executed by the Sanitary and Improvement District No. 266 of Sarpy County, Nebraska,  
this 20<sup>th</sup> day of July 2006.

ATTEST:

By:

Frank Kulig

Clerk

SANITARY AND IMPROVEMENT DISTRICT  
NO. 266 OF SARPY COUNTY, NEBRASKA

By: George Verteicher

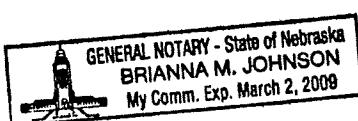
Chairman

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )  
)ss.  
COUNTY OF Douglas )

On this 20<sup>th</sup> day of July, 2006, before me a Notary Public, duly commissioned  
and qualified in and for said County, appeared George Verteicher, personally known by me to be  
the Chairman of Sanitary and Improvement District No. 266 of Sarpy County, Nebraska, and  
Frank Kulig, to me personally known to be the Clerk of said District, and the identical  
persons whose names are affixed to the foregoing Interlocal Cooperation Agreement, and they  
acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed  
of said District.

WITNESS my hand and Notarial Seal the day and year last above written.



Brianna M. Johnson  
Notary Public

Executed by the Sanitary and Improvement District No. 276 of Sarpy County, Nebraska,  
this 12<sup>th</sup> day of July 2006.

ATTEST:

SANITARY AND IMPROVEMENT DISTRICT  
NO. 276 OF SARPY COUNTY, NEBRASKA

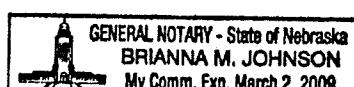
~~By Clerk~~

**ACKNOWLEDGMENT OF NOTARY**

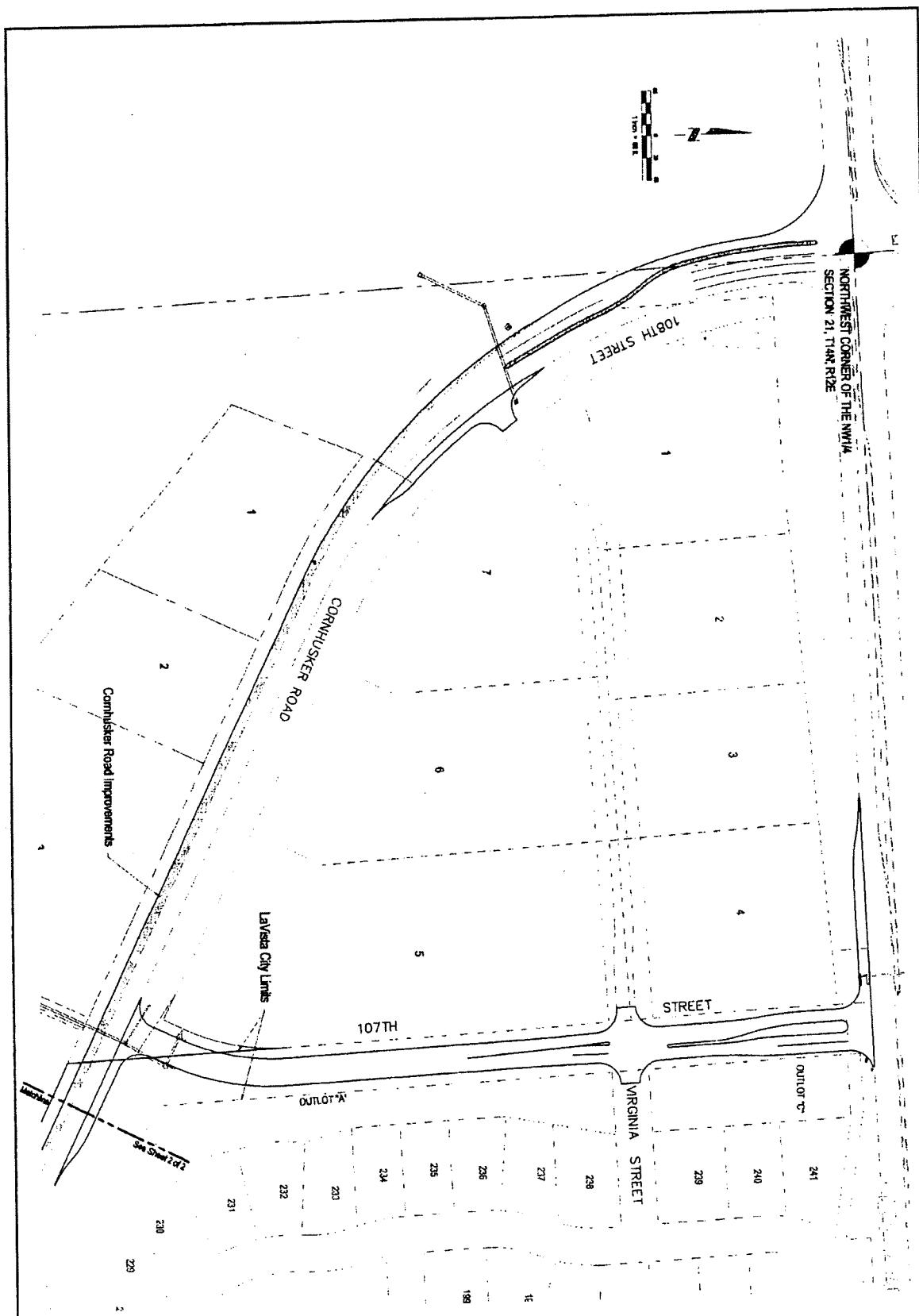
STATE OF NEBRASKA )  
COUNTY OF Douglas )  
ss. )

On this 12<sup>th</sup> day of July, 2006, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Timothy Young, personally known by me to be the Chairman of Sanitary and Improvement District No. 276 of Sarpy County, Nebraska, and Mark Boyer, to me personally known to be the Clerk of said District, and the identical persons whose names are affixed to the foregoing Interlocal Cooperation Agreement, and they acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said District.

WITNESS my hand and Notarial Seal the day and year last above written.



B  
Notary Public



Perf. No.	100
Date:	10/10/00
Designed By:	
Checked By:	
Drawn By:	
Sheet 1 of 1	

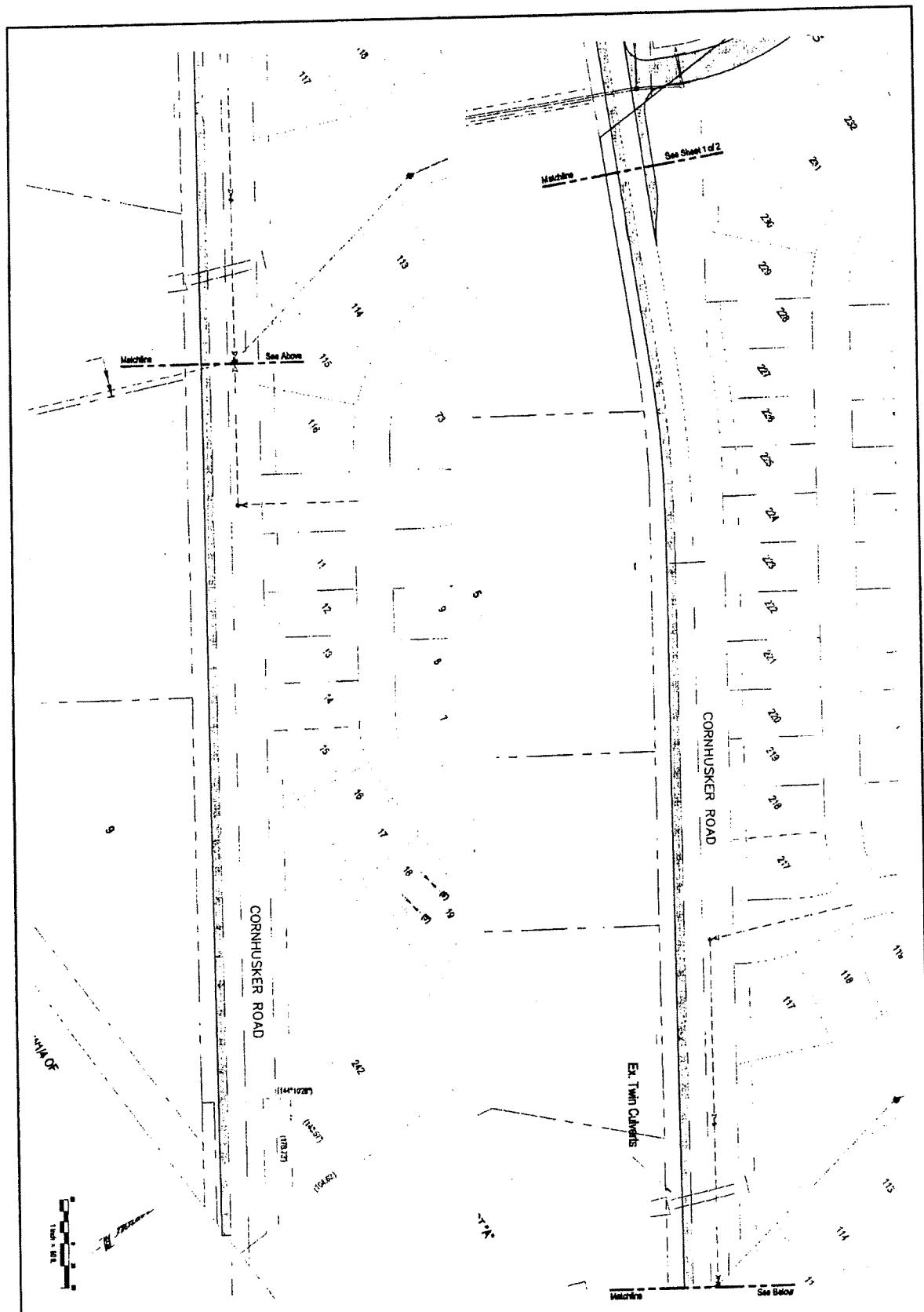
EXHIBIT 'A'  
CORNHUSKER ROAD

**EXTERIOR STREET  
IMPROVEMENTS**



**E&A CONSULTING GROUP, INC.**  
ENGINEERING • PLANNING • FIELD SERVICES

228 NORTH 117TH STREET OMAHA, NE 68164  
PHONE: (402) 505-0200 FAX: (402) 505-3000  
[WWW.BEQUESTS.ORG](http://WWW.BEQUESTS.ORG)



Page No. 20721-4		Procedure		
Date	6/1/08	Op. No.	Date	Description
Designed By:	TPM	1	6/1/08	Revised or reprinted
Drawn By:	TPM			
Checked By:				
Step 2 of 2				

EXHIBIT 'A'  
CORNHUSKER ROAD

**EXTERIOR STREET  
IMPROVEMENTS**



**E&A CONSULTING GROUP, INC.**  
ENGINEERING • PLANNING • FIELD SERVICES

328 NORTH 117TH STREET OMAHA, NE 68104  
PHONE (402) 505-4700 FAX (402) 505-3888

**EXHIBIT "B"**

**ALLOCATION OF COSTS**

	<b>COSTS</b>	<b>SID 276 PORTAL RIDGE</b>	<b>%</b>	<b>SID 266 PORTAL PLAZA &amp; PORTAL PLAZA SOUTH</b>
<b>CORNHUSKER ROAD IMPROVEMENTS</b>				
CONSTRUCTION	\$142,700	\$21,405	15.00%	\$121,295
ENGINEERING, LEGAL, FISCAL, INTEREST	\$57,080	\$8,562	15.00%	\$48,518
<b>SUBTOTAL</b>	<b>\$199,780</b>	<b>\$29,967 (1)</b>		<b>\$169,813</b>

(1) NOT TO EXCEED THIS AMOUNT

**AMENDMENT TO  
INTERLOCAL COOPERATION AGREEMENT**

(Portal Plaza Subdivision, Portal Plaza South Subdivision and Portal Ridge Subdivision)  
**107<sup>th</sup> Street Improvements**

Sanitary and Improvement District No. 266 of Sarpy County, Nebraska (Portal Plaza)  
Sanitary and Improvement District No. 276 of Sarpy County, Nebraska (Portal Ridge)  
City of Papillion, Nebraska  
City of La Vista, Nebraska

THIS AMENDMENT TO INTERLOCAL AGREEMENT is made and entered into by and between the CITY OF PAPILLION, NEBRASKA (hereinafter referred to as "Papillion"), the CITY OF LA VISTA, NEBRASKA (hereinafter referred to as "La Vista"), SANITARY AND IMPROVEMENT DISTRICT NO. 276 OF SARPY COUNTY, NEBRASKA existing solely within the La Vista jurisdiction (hereinafter referred to as "SID #276"), and SANITARY AND IMPROVEMENT DISTRICT NO. 266 OF SARPY COUNTY, NEBRASKA existing solely within the Papillion jurisdiction (hereinafter referred to as "SID #266").

**PRELIMINARY STATEMENT**

WHEREAS, SID #266, SID #276, Papillion and La Vista did, on or about July 5, 2006 execute an Interlocal Cooperation Agreement (the "Agreement") for the construction of 107<sup>th</sup> Street, a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein.

WHEREAS, it is in the best interests and would be mutually advantageous to all parties to make certain amendments to the Interlocal.

NOW THEREFORE, in consideration of, and based on the foregoing Preliminary Statement and the mutual promises and agreements set forth below, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. That the cost cap of \$83,970.00 in Paragraph 6. B. and in footnote (1) of Exhibit "B" of the Agreement be and hereby is amended to read \$120,592.00.
2. All other terms and conditions contained in the original agreement attached hereto as Exhibit "A" shall remain in full force and effect.
3. This Amendment may be executed in counterparts, all of which taken together will constitute one original agreement.

*{Signatures appear on following pages}*

Executed by the City of Papillion, Nebraska, this 6th day of October 2009.

CITY OF PAPILLION, NEBRASKA

By: *PLB*

**ATTEST:**

APPROVED AS TO FORM:

Kim May  
City Clerk

### City Clerk

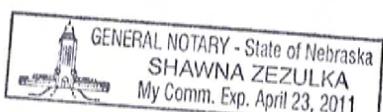
By: Mark Nichols  
City Attorney

## ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF SARPY )

On this 10<sup>th</sup> day of October qualified in and for said County, appeared Mayor of the City of Papillion, and Elizabeth of the City of Papillion, and the identical Cooperation Agreement, and they acknowledge and the voluntary act and deed of said City.

WITNESS my hand and Notarial Seal the day and year last above written.



Shauna Zeyulka  
Notary Public

Executed by the City of La Vista, Nebraska, this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

CITY OF LA VISTA, NEBRASKA

By: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Attorney

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )  
                            )  
COUNTY OF SARPY        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Douglas Kindig, personally known by me to be the Mayor of the City of La Vista, and Rita Ramirez, to me personally known to be the City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Interlocal Cooperation Agreement, and they acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said City.

WITNESS my hand and Notarial Seal the day and year last above written.

\_\_\_\_\_  
Notary Public

Executed by the Sanitary and Improvement District No. 266 of Sarpy County, Nebraska, this day of \_\_\_\_\_, 2009.

**ATTEST:**

SANITARY AND IMPROVEMENT DISTRICT  
NO. 266 OF SARPY COUNTY, NEBRASKA

By:

Frank Kulig, Clerk

By:

George Venteicher, Chairman

## ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF DOUGLAS )

On this 20<sup>th</sup> day of August, 2009, before me a Notary Public, duly commissioned and qualified in and for said County, appeared George Venteicher, personally known by me to be the Chairman of Sanitary and Improvement District No. 266 of Sarpy County, Nebraska, and Frank Kulig, to me personally known to be the Clerk of said District, and the identical persons whose names are affixed to the foregoing Interlocal Cooperation Agreement, and they acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said District.

WITNESS my hand and Notarial Seal the day and year last above written.

Glenda Hughes  
Notary Public

Executed by the Sanitary and Improvement District No. 276 of Sarpy County, Nebraska, this  
day of \_\_\_\_\_ 2009.

ATTEST:

By: Mark A. Poyer  
Clerk

SANITARY AND IMPROVEMENT DISTRICT  
NO. 276 OF SARPY COUNTY, NEBRASKA

By: Timothy W. Young  
Chairman

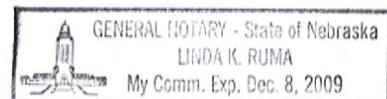
ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )  
 )ss.  
COUNTY OF SARPY )

On this 10 day of August, 2009, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Timothy W. Young, personally known by me to be the Chairman of Sanitary and Improvement District No. 276 of Sarpy County, Nebraska, and Mark A. Poyer, to me personally known to be the Clerk of said District, and the identical persons whose names are affixed to the foregoing Interlocal Cooperation Agreement, and they acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said District.

WITNESS my hand and Notarial Seal the day and year last above written.

Linda K. Ruma  
Notary Public



EXHIBIT

"A"

INTERLOCAL COOPERATION AGREEMENT

(Portal Plaza Subdivision, Portal Plaza South Subdivision and Portal Ridge Subdivision)  
107<sup>th</sup> Street Improvements

Sanitary and Improvement District No. 266 of Sarpy County, Nebraska (Portal Plaza)  
Sanitary and Improvement District No. 276 of Sarpy County, Nebraska (Portal Ridge)  
City of Papillion, Nebraska  
City of La Vista, Nebraska

THIS INTERLOCAL AGREEMENT is made and entered into by and between the CITY OF PAPILLION, NEBRASKA (hereinafter referred to as "Papillion"), the CITY OF LA VISTA, NEBRASKA (hereinafter referred to as "La Vista"), SANITARY AND IMPROVEMENT DISTRICT NO. 276 OF SARPY COUNTY, NEBRASKA existing solely within the La Vista jurisdiction (hereinafter referred to as "SID #276"), and SANITARY AND IMPROVEMENT DISTRICT NO. 266 OF SARPY COUNTY, NEBRASKA existing solely within the Papillion jurisdiction (hereinafter referred to as "SID #266").

PRELIMINARY STATEMENT

SID #266 is presently undertaking the development known as the Portal Plaza Subdivision and Portal Plaza South Subdivision. SID #276 is presently undertaking the development known as the Portal Ridge Subdivision. SID #266 is situated west of 107<sup>th</sup> Street and SID #276 is situated east of 107<sup>th</sup> Street, which right-of-way is located partially within the jurisdiction of the City of La Vista, Nebraska, and partially within the jurisdiction of the City of Papillion, Nebraska, said jurisdictional boundaries being more fully as shown on Exhibit "A" attached hereto and incorporated herein by this reference (the "Improvements"). City of La Vista, Nebraska has the primary jurisdiction and control of 107<sup>th</sup> Street. All of the parties to this Agreement are desirous of improving 107<sup>th</sup> Street to the City of La Vista, Nebraska, design standards.

Pursuant to the Interlocal Cooperation Act, Section 14-801, et. seq., the parties hereto 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 providing 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 Papillion, La Vista, SID #276, and SID #266 to improve at this time, pursuant to this Agreement, those portions of 107<sup>th</sup> Street as shown on the Exhibit "A" site plan. Such Improvements may include, without limitation, right of way acquisition, a change of grade, widening, concrete pavement, relocation of utilities, installation of storm sewers and other drainage facilities, traffic control devices and related improvements.

NOW THEREFORE, in consideration of, and based on the foregoing Preliminary Statement and the mutual promises and agreements set forth below, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree 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. SID #266 will contract with E & A Consulting Group, Inc., registered engineers in the State of Nebraska, for the preparation of plans and specifications for the construction of the 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 administration, construction management, and the public bidding of the Improvements shall be the exclusive responsibility of E & A Consulting Group, Inc.

The total estimated costs of the Improvements are set forth on Exhibit "B" attached hereto and incorporated herein by this reference.

3. Street Right-of-Way Jurisdiction. All public right-of-ways or easements, including temporary construction easements, deemed necessary for the construction and installation of the Improvements to be located within the boundaries of the District #266, District #276, the City of La Vista, or the City of Papillion, shall be acquired by District #266, subject to such easements, rights, restrictions and encumbrances, if any, as the District or the City of Papillion or City of La Vista, as the case may be, determines necessary or appropriate, prior to the start of construction. The final plat will reflect a dedication of all permanent easements. Temporary easements not reflected on the plat shall nonetheless be donated by the owners of the developers as needed. Each of the governmental entities to this agreement will cooperate with the other and execute all necessary and reasonable consents and waivers to allow either governmental entity to acquire public right-of-ways or easements, including temporary construction easements as contemplated herein which may be outside of the jurisdictional boundary of the governmental entity acquiring said right-of-ways or easements.

4. Construction. SID #266 agrees to cause the Improvements to be constructed in accordance with the plans and specifications approved by the parties hereto in accordance with Section 2, above. During the course of the construction of the Improvements, any party may at any time cause inspection of the work to insure compliance with the final plans and specifications.

5. Maintenance of Improvements. The parties hereto agree that La Vista and Papillion will each own, operate and at its cost maintain those Improvements that are situated within their respective corporate boundaries upon completion. La Vista shall be named a beneficiary (indemnitee) on the construction maintenance bond obtained in connection with the improvement project, the term of which bond shall be for a period of not less than two (2) years.

6. Payment of Costs. In recognition of La Vista assuming operation and maintenance costs for the improvements as provided in paragraph 5 above, the cost of the improvements, including, but not limited to, right-of-way acquisition, removals, clearing and grubbing, grading, seeding, drainage structures, paving, traffic control devices, engineering, contract administration, coordination, supervision, observation, testing, construction staking, legal and interest shall be paid as follows:

- A. SID #266 – Two-thirds (2/3) of the cost; and
- B. SID #276 – One-third (1/3) of the cost; not to exceed the sum of \$83,970.

7. Purpose of Agreement; Timing of Work. It is the mutual desire and intention of the parties that the improvements shall be completed on or before November 30, 2006; provided, however, it is the District's intention to complete the construction of Improvements on or before November 30, 2006, weather permitting. 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 the Improvements contemplated by this Agreement on or before November 30, 2006.

8. Lead Agent. SID #266 shall serve as lead agent with respect to the construction of the Improvement as contemplated herein.

9. Records. SID #266 shall maintain records of all costs incurred by SID #266 in connection with the Improvements, and Papillion, and La Vista and SID #276 shall have the right to audit

and review such records at any time to assure that such records are accurate.

10. Duration. As regards acquisition of right-of-way design and construction of the Improvements, this Agreement shall continue until such time as the Improvements to be performed by SID #266 pursuant to this Agreement shall have been designed, completed, accepted and paid for by SID #266 and SID #276, as set forth above, unless this Agreement is terminated sooner by the written agreement of the parties hereto. As regards La Vista's ongoing maintenance obligations pursuant to Paragraph 5 hereof and the building approval and building permit review requirements as set forth in Paragraph 13 hereof, said obligations as between La Vista and Papillion shall continue until such time as they are made the subject of a separate agreement between the two cities or modified or terminated by mutual consent of the two cities.

11. Appointment of Administrators. The City Administrator of Papillion shall administer this contract on behalf of Papillion, the City Administrator of La Vista shall administer this contract on behalf of La Vista, and E & A Consulting Group, Inc. shall administer this contract on behalf of SID #266 and SID #276.

12. Property Right-of-Way Dedication and Street Maintenance. The triangular piece of land at the southeast corner of Lot 5 of Portal Plaza as depicted on the attachment Exhibit "A", Sheet 2, shall be dedicated as street right-of-way. The City of La Vista, by mutual agreement, agrees to maintain the triangular piece of property on the northwest corner of 107<sup>th</sup> Street, including said dedicated triangular piece, and Cornhusker Road as per Attachment Exhibit "A", and shall provide police and fire protection within all of Portal Ridge Subdivision.

13. Building Plan Approvals. To ensure that development along Giles Road adheres to the City of La Vista's Special Corridor Guidelines, those guidelines have been incorporated into the design standards set forth in the Mixed-Use Development Agreement entered into by and between the City of Papillion and Giles Road No. 2, LLC, a Nebraska limited partnership (the "Developer"), which Mixed-Use Development Agreement was approved by Papillion on January 27, 2006, by Resolution No. R06-0018 (the "Development Agreement"). The Development Agreement provides that Papillion will not amend the Mixed-Use Development Agreement without the approval of La Vista. Furthermore, the Development Agreement provides that La Vista will be included in the development review process and copied any applications for development on those lots that have frontage on Giles Road. Prior to issuance of any building permit by Papillion, Papillion will request a letter from La Vista indicating conformance with the Giles Road Special Corridor Guidelines. Such request shall be accompanied by the applicable La Vista design review fee which shall be paid by the applicant.

In the event of a disagreement between the Planning Departments of Papillion and La Vista as to applicant's compliance with the La Vista Special Corridor Guidelines, the matter shall be decided by agreement of the City Administrators of the two cities, and if no agreement is there reached, then by such legal remedy available to the applicant that applicant may decide upon.

In order to avoid costly delays for the Developer, the City of Papillion will make its own determination of the application's conformance with the La Vista Special Corridor Guidelines if no correspondence from La Vista is received within thirty (30) calendar days of La Vista's receipt of a development application.

14. Special Assessments/G.O. Debt Allocation. As regards the amount of debt incurred by SID #266 (Portal Plaza) and/or SID #276 (Portal Ridge) in the implementation of this Interlocal Agreement, the allocation of such debt of the respective SIDs as between the amount of such SID debt to be levied as special assessment ("specially assessed") and the amount of such debt not to be specially assessed ("general obligation") shall be determined in accordance with the subdivision agreement entered

into between each SID and the City having zoning jurisdiction thereover.

15. SID #266 Sanitary Sewer Connection. It is the intent of the parties that no part of the SID #266 sewer system or sewage therefrom will connect, directly or indirectly, to any portion of the La Vista sewer system SID #266 wishes to connect its sanitary sewer system to the City of Omaha's Interceptor outfall sewer for the purpose of disposing of its sanitary sewer waste pursuant to the provisions of the sanitary sewer agreement between the City of Papillion and City of Omaha.

16. Summary of Exhibits. Following are the Exhibits attached hereto and made a part hereof:

Exhibit "A": Site Plan

Exhibit "B": Estimated cost of the Improvements

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

18. Entire Agreement. This instrument contains the entire agreement of the parties and shall be binding upon the successors and assigns of both parties. No amendments, deletions or additions shall be made to this Agreement except in writing signed by both parties. Nebraska law shall govern the terms and performances under this Agreement.

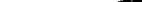
[Remainder of Page Intentionally Left Blank]

Executed by the City of Papillion, Nebraska, this 5 day of July, 2006.



ATTEST:

CITY OF PAPILLION, NEBRASKA.

By: 

APPROVED AS TO FORM:

By: Markus W. Weller  
City Attorney

**City Attorney**

#### ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )  
COUNTY OF SARPY )  
 )ss.  
 )

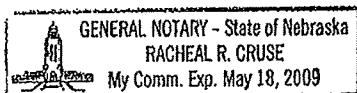
On this 5 day of July, 2006, before me a Notary Public, duly commissioned and qualified in and for said County, appeared James F. Blinn, personally known by me to be the Mayor of the City of Papillion, and Jennifer Nienier to me personally known to be the City Clerk of the City of Papillion, and the identical persons whose names are affixed to the foregoing Interlocal Cooperation Agreement, and they acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said City.

WITNESS my hand and Notarial Seal the day and year last above written.

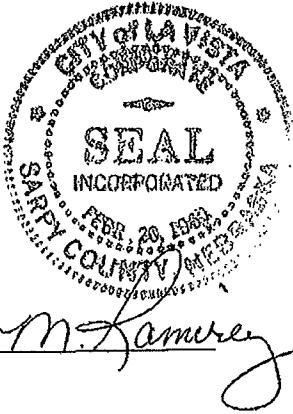
Kachal Reuse  
Notary Public

---

**Notary Public**



Executed by the City of La Vista, Nebraska, this 12th day of July 2006.



ATTEST:

CITY OF LA VISTA, NEBRASKA

By:

APPROVED AS TO FORM:

Thomas M. McKenna  
City Attorney

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA

)

COUNTY OF SARPY

3

On this 12<sup>th</sup> day of July, 2006, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Douglas Kindig, personally known by me to be the Mayor of the City of La Vista, and Rita Ramirez, to me personally known to be the City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Interlocal Cooperation Agreement, and they acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said City.

WITNESS my hand and Notarial Seal the day and year last above written.

Sharon J. Paulsen  
Notary Public



Executed by the Sanitary and Improvement District No. 266 of Sarpy County, Nebraska, this  
20<sup>th</sup> day of July, 2006.

ATTEST:

By: Frank Kuliz  
Clerk

SANITARY AND IMPROVEMENT DISTRICT  
NO. 266 OF SARPY COUNTY, NEBRASKA

By: George W. Venteicher  
Chairman

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )  
 )  
COUNTY OF Douglas )  
 )ss.

On this 20<sup>th</sup> day of July, 2006, before me a Notary Public, duly commissioned and qualified in and for said County, appeared George W. Venteicher, personally known by me to be the Chairman of Sanitary and Improvement District No. 266 of Sarpy County, Nebraska, and Frank Kuliz, to me personally known to be the Clerk of said District, and the identical persons whose names are affixed to the foregoing Interlocal Cooperation Agreement, and they acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said District.

WITNESS my hand and Notarial Seal the day and year last above written.



Brianna Johnson  
Notary Public

Executed by the Sanitary and Improvement District No. 276 of Sarpy County, Nebraska, this  
12<sup>th</sup> day of July 2006.

ATTEST:

By: Mark Beyer  
Clerk

SANITARY AND IMPROVEMENT DISTRICT  
NO. 276 OF SARPY COUNTY, NEBRASKA

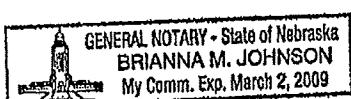
By: Jeff Young  
Chairman

ACKNOWLEDGMENT OF NOTARY

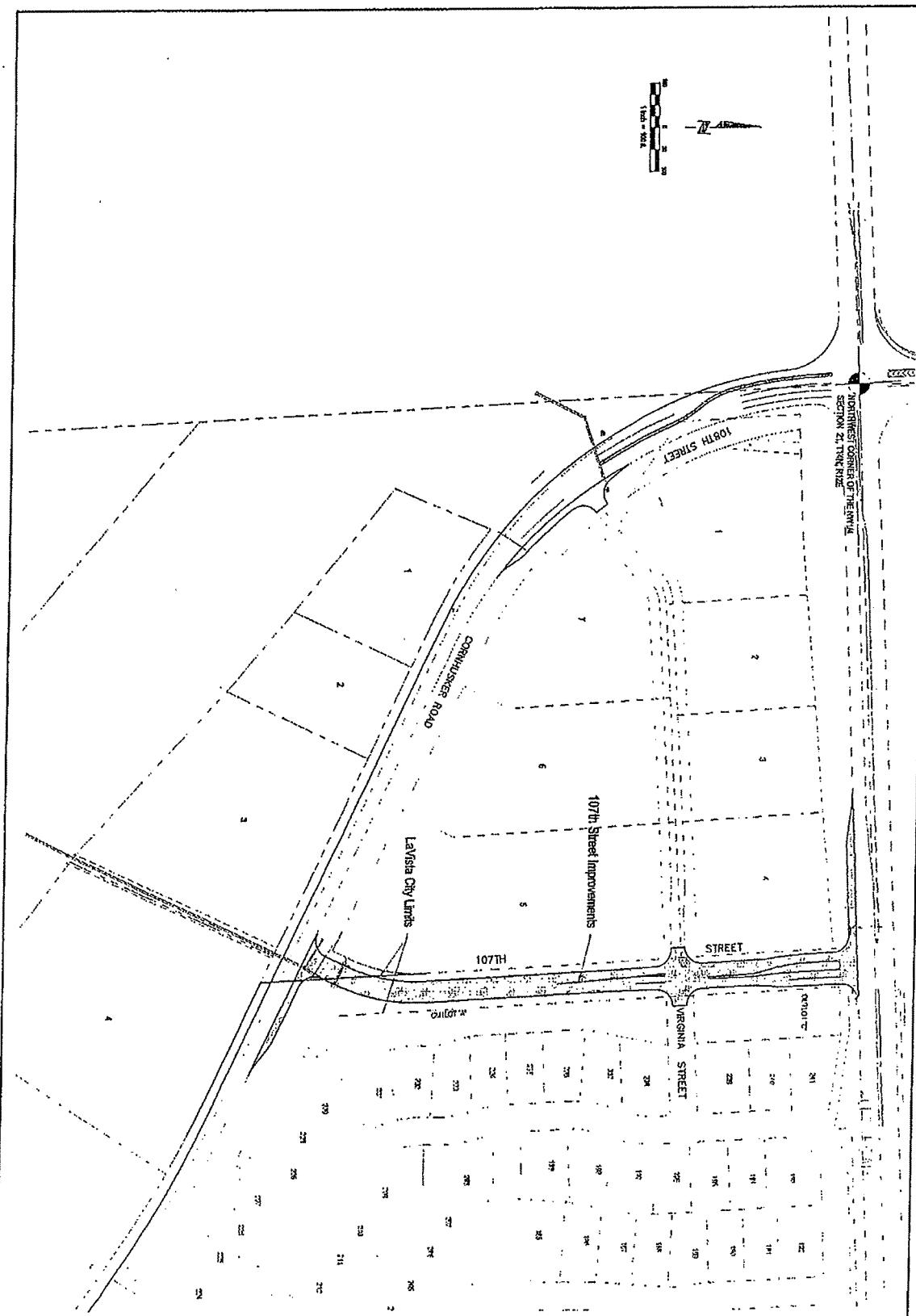
STATE OF NEBRASKA )  
 )ss.  
COUNTY OF Douglas )

On this 12<sup>th</sup> day of July, 2006, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Timothy Young, personally known by me to be the Chairman of Sanitary and Improvement District No. 276 of Sarpy County, Nebraska, and Mark Beyer, to me personally known to be the Clerk of said District, and the identical persons whose names are affixed to the foregoing Interlocal Cooperation Agreement, and they acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said District.

WITNESS my hand and Notarial Seal the day and year last above written.



Brianna M. Johnson  
Notary Public



Ref No.	CH1111	Permit No.	Description	EXHIBIT 'A'	EXTERIOR STREET IMPROVEMENTS	E+A	E&A CONSULTING GROUP, INC.
Date	06/17/2011	Permit					ENGINEERING • PLANNING • FIELD SERVICES
Entered By:	SPD	1	Review by				JOHN HORNIG - 208.723.5114 772-0111-0000-0000 www.eagp.net
Drawn By:	SPD						
Checked By:							
Printed:	1	of	1				

**EXHIBIT "B"**

**ALLOCATION OF COSTS**

	<b>COSTS</b>	<b>SID 276</b>	<b>%</b>	<b>SID 266 PORTAL PLAZA &amp; PORTAL PLAZA SOUTH</b>
<b><u>107TH STREET IMPROVEMENTS</u></b>				
CONSTRUCTION	\$258,411	\$86,137	33.33%	\$172,274 66.67%
ENGINEERING, LEGAL, FISCAL, INTEREST	\$103,364	\$34,455	33.33%	\$68,910 66.67%
<b>SUBTOTAL</b>	<b>\$361,775</b>	<b>\$120,592 (1)</b>	<b>33.33%</b>	<b>\$241,184 66.67% (2)</b>

(1) SID 276'S OBLIGATION SHALL NOT EXCEED THE SUM OF \$83,970  
(2) 1/2 TO BE SPECIALLY ASSESSED BY SID 266, 1/2 TO BE G.O.