

**STAFF MEETING MINUTES  
LANCASTER COUNTY BOARD OF COMMISSIONERS  
COUNTY-CITY BUILDING  
ROOM 113 - BILL LUXFORD STUDIO  
THURSDAY, JULY 28, 2016  
8:30 A.M.**

Commissioners Present: Roma Amundson, Chair  
Deb Schorr  
Bill Avery

Commissioners Absent: Todd Wiltgen, Vice Chair  
Larry Hudkins

Others Present: Kerry Eagan, Chief Administrative Officer  
Dennis Meyer, Budget and Fiscal Officer  
Dan Nolte, County Clerk  
Cori Beattie, Deputy County Clerk  
Ann Taylor, County Clerk's Office

*Advance public notice of the Board of Commissioners Staff Meeting was posted on the County-City Building bulletin board and the Lancaster County, Nebraska, web site and provided to the media on July 27, 2016.*

The Chair noted the location of the Open Meetings Act and opened the meeting at 8:36 a.m.

**AGENDA ITEM**

**1 APPROVAL OF THE JULY 21, 2016 STAFF MEETING MINUTES**

**MOTION:** Avery moved and Schorr seconded approval of the July 21, 2016 Staff Meeting minutes. Schorr, Avery and Amundson voted yes. Hudkins and Wiltgen were absent. Motion carried 3-0.

**2 ADDITIONS TO THE AGENDA**

A. Report on National Association of County Officials (NACo) Annual Conference

**MOTION:** Schorr moved and Avery seconded approval of the addition to the agenda. Avery, Schorr and Amundson voted yes. Hudkins and Wiltgen were absent. Motion carried 3-0.

**3 A) COMMUNITY MENTAL HEALTH CENTER (CMHC) SURPLUS PERSONAL PROPERTY; AND B) BIDS FOR FURNITURE DESIGN CONSULTANT FOR 605 BUILDING - Bob Walla, Purchasing Agent**

**A) Community Mental Health Center (CMHC) Surplus Personal Property**

Bob Walla, Purchasing Agent, said, in reviewing the County Purchasing Act, it was determined that surplus personal property may be disposed of based on a decision of the Purchasing Agent, with the approval of the Board. In the past it was just handled by the Purchasing Agent. Walla said David Derbin, Deputy County Attorney, is working on a resolution to define how surplus personal property will be handled in the future and the Purchasing Department is working on a surplus manual for city and county departments.

Walla said the Purchasing Department is also working on a plan for the Community Mental Health Center's (CMHC's) surplus personal property which is mostly old office furniture. He said there is no market for those items and recommended including it in the sale of the property. Other items, such as kitchen appliances and a generator that is not operational, will be disposed of through an on-line auction.

There was no objection to proceeding as outlined.

**B) Bids for Furniture Design Consultant for 605 Building**

Walla noted the 605 Building is scheduled to be completed in March, 2017 and said furniture, fixtures & equipment (FF&E) will need to be addressed. He said the goal will be to utilize existing furniture if possible. Walla said the Purchasing Department received two proposals for furniture design consulting services: 1) Clark Enersen Partners in the amount of \$47,766; and 2) Office Interiors and Design in the amount of \$10,500. **NOTE:** These were considered professional services so were not bid. He said Office Interiors and Design has worked with many of the departments in the past so will not have to spend as many hours on the project as Clark Enersen would (the proposals indicate 140 hours for Office Interiors and Design compared to 346 hours for Clark Enersen). Walla added the consultant will put the computer-aided drafting (CAD) files into a proposal format to be put out to bid.

The Board asked Walla to develop a contract with Office Interiors and Design for action at a County Board of Commissioners Meeting.

**ADDITIONS TO THE AGENDA**

- A. Report on National Association of County Officials (NACo) Annual Conference

Schorr reported on her recent attendance at the National Association of County Officials (NACo) Annual Conference, noting she attended seminars on the following topics:

- How to Deal with a Media Storm
- The Stepping Up Initiative (Reducing Mental Illness in Jails)
- Juvenile Sex Trafficking
- State Association Meeting Planners

#### **4 BUDGET UPDATE - Dennis Meyer, Budget and Fiscal Officer**

Dennis Meyer, Budget and Fiscal Officer, presented Lancaster County Summary of Expenditure Requirements (Exhibit A), noting some of the items that affected the budget:

- Property tax levy will decrease from 27.83 cents to 27.53 cents
- Railroad Transportation Safety District (RTSD) levy will increase by 0.3 cents
- Projected valuation increase of 2.75%
- Property tax dollars are projected to increase 1.62%
- General Fund property tax will increase by \$719,658
- Building Fund property tax will increase by \$306,000
- Total budget of expenditures is increasing by 2.64%
- General Fund budget of expenditures is increasing by 1.36%
  - ▶ New payroll system (\$350,000)
  - ▶ Issuance of new license plates (\$140,000)
  - ▶ Number of elections (\$450,000)
  - ▶ Transfer to self-insurance funds (\$150,000)
  - ▶ Transfer to County Engineer (\$1,000,000)
  - ▶ Transfer to Mental Health Crisis Center (\$100,000)
  - ▶ More retirements
  - ▶ Region V match (increase of 27.54%)
  - ▶ General Assistance (increase of \$200,000)
  - ▶ In the process of eliminating funding of the Juvenile Drug Court
  - ▶ Eliminating Staff Secure at the Youth Services Center (YSC)
  - ▶ Proposed merger of City Attorney's and County Attorney's Juvenile Divisions under the County Attorney's Office (No adjustment has been made to the budget at this time)

Meyer noted certain funds have spending authority to spend their entire budget:

- Visitors Improvement
- Visitors Promotion
- Grants
- Keno
- Economic Development

Meyer noted there was a \$7,000,000 reduction in the County Engineer's Bridge and Special Road Fund request (see July 21, 2016 County Board Staff Meeting minutes) and said the fund now has a reduction of \$326,999 compared to last year's budget. He said the Highway Fund has increased \$2,962,437 compared to last year's budget. Meyer said those two budgets have increased \$5,643,936, when compared to the actual amount spent last year.

Avery asked whether the monies from last year have been spent. Meyer said both funds are split between what was actually spent and what was encumbered, adding work on many of the projects is still being finalized.

In response to a question from Avery, Scott Gaines, Chief Administrative Deputy Assessor/Register of Deeds, appeared and said Meyer's property valuation increase projection is fairly conservative.

**NOTE:** The proposed budget will be filed with the County Clerk's Office on July 29<sup>th</sup>. A public hearing on the budget will be held August 30<sup>th</sup>.

**5 CHILD SUPPORT REFEREE'S SALARY** - District Court Judge Jodi Nelson

District Court Judge Jodi Nelson said Susan Gillen, the District Court Child Support Referee, is retiring effective August 31, 2016. She said the District Court would like to confirm the salary before conducting interviews to fill the position, adding the District Court Judges believe the position should continue to be compensated at the current level of \$105,344. It was noted the County is partially reimbursed salary, benefits and some operating expenses by the Nebraska Department of Health and Human Services (DHHS) and the reimbursement rate will be 64.03% for the coming fiscal year. The reimbursement rate was 70.06% for the fiscal year ending July 31, 2016. Judge Nelson said she is not sure of the reason for the decrease.

**MOTION:** Schorr moved and Avery seconded to authorize the District Court to proceed with hiring a new Child Support Referee at a salary of \$105,344. Schorr, Avery and Amundson voted yes. Hudkins and Wiltgen were absent. Motion carried 3-0.

**ACTION ITEMS**

- A. Interlocal Agreement Between Lincoln Electric System (LES), City of Lincoln and Lancaster County for Improvement of Rokeby Road Between South 84<sup>th</sup> and 98<sup>th</sup> Streets and a Portion of South 91<sup>st</sup> Street (Exhibits B & C)

Item was forwarded to the August 2, 2016 County Board of Commissioners Meeting for action.

## ADMINISTRATIVE OFFICER REPORT

- A. Claim for Review - Payment Voucher (PV) 534008 for Chelsie Goetz, Public Defender's Office, Dated July 7, 2016 in the Amount of \$40.00. This Claim is For Reimbursement of Meals Purchased in January 2016. This Claim is now Beyond the 90-Day Time Period.

**MOTION:** Avery moved and Schorr seconded to schedule the item as a claim for review on the Tuesday, August 9, 2016 Board of Commissioners Meeting agenda. Schorr, Avery and Amundson voted yes. Hudkins and Wiltgen were absent. Motion carried 3-0.

- C. International City/County Management Association-Retirement Corporation (ICMA-RC) Fund Restructuring

The Board referred the item to the Pension Review Committee (PRC) for review and recommendation.

- D. Federal Funds Purchase Program Annual Certification Program

Kerry Eagan, Chief Administrative Officer, said he has asked Pam Dingman, County Engineer, to complete and submit the annual certification form.

- E. Nebraska Association of County Officials (NACO) Southeast District Fall Meeting (September 8, 2016 at Mahoney State Park)

Amundson and Schorr indicated they have scheduling conflicts and will not be able to attend. There was consensus to cancel the County Board Staff Meeting scheduled for that date so the other Board members can attend the NACO meeting.

### **6 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) - Jim Davidsaver, Emergency Management Director; Mark Hosking, Emergency Management Deputy Director**

Jim Davidsaver, Emergency Management Director, said he would like to acquire two federal surplus vehicles with Emergency Management Performance Grant (EMPG) Program funds. They are a 2009 ½ ton pickup that will be used for general purposes and a 2008 1 ton pickup that will be used to pull heavy trailers. The total purchase will be \$36,700. He also indicated the pickups were inspected by mechanics at the County Shop.

In response to a question from Schorr, Mark Hosking, Emergency Management Deputy Director, said the pickups will be equipped with items from surplus vehicles.

There was consensus to allow Emergency Management to proceed as outlined.

**7 INTRODUCTION OF BRUCE PRENDA, CHIEF DEPUTY LANCASTER COUNTY ATTORNEY FOR THE JUVENILE DIVISION** - Joe Kelly, County Attorney

Joe Kelly, County Attorney, introduced Bruce Prenda, the new Chief Deputy Lancaster County Attorney for the Juvenile Division. He said the position's responsibilities have continued to increase, noting Lancaster County now has six truancy courts in six different schools. Kelly also cited the School Multi Agency Response Team (SMART) which involves talking to administrators, teachers and guidance counselors about individual youth in their schools who are having trouble, such as truancy, drug abuse, gang involvement or issues at home.

Prenda discussed his background which includes serving as a prosecutor in the County Attorney's Office for 19 years.

Kelly recommended Prenda receive the same salary as Alicia Henderson, his predecessor.

There was consensus to schedule action on the August 2, 2016 County Board of Commissioners Meeting agenda to set Prenda's salary.

**DISCUSSION OF BOARD MEMBER MEETINGS**

A. Lancaster County Fairgrounds Joint Public Agency (JPA) - Wiltgen/Avery

Avery said they approved expenditures.

B. Lincoln Independent Business Association (LIBA) Breakfast - Amundson

Amundson said they discussed the Mayor's recycling program proposal (ban all paper products from the City landfill over the next three years and to require all Lincoln waste haulers to offer residential curbside recycling pickup). She also relayed that Coby Mach, LIBA President and Chief Executive Officer (CEO), said he is pleased with how the County has been managing its budget.

C. Meeting with Planning Department - Amundson/Wiltgen

Amundson said the Planning Department is proposing to increase various fees, a 14.8% increase overall. She said they also discussed a text amendment for regulation of residential accessory buildings in the City and said the Planning Department asked if the County would be interested in a similar text amendment for Agricultural (AG) and Agricultural Residential (AGR) zoned property in the County.

**8 NEBRASKA CRIME COMMISSION GRANT FOR SCHOOL-BASED DIVERSION PROGRAM (RESTORE) - Joe Kelly, County Attorney; Sara Hoyle, Human Services Director**

Sara Hoyle, Human Services Director, discussed plans to seek a Justice Assistance Grant (JAG) through the Nebraska Crime Commission to fund RESTORE (formerly Project SUCCESS), which is a collaborative effort between the Lancaster County Attorney's Office, Lincoln Public Schools (LPS) and the Lincoln Police Department (LPD). It is an arrest-based diversion program aimed at keeping youth out of the formal juvenile justice system and includes restorative justice principals. The program currently serves students 14 to 15 years of age inside any LPS High School, Bryan Community or the Yankee Hill Program. Funding would allow for program expansion to include youth ages 12 and 13. Three positions are requested in the grant: an Attorney I and Paralegal in the County Attorney's Office and an additional caseworker in Human Services. She said the two positions in the County Attorney's Office could also assist with the proposed merger of juvenile functions. Hoyle said there would also be funding for a contract with the Mediation Center. The total amount of the request is \$112,103 and match in the amount of \$45,000 would be provided through Juvenile Justice Prevention Funds (JJPF).

In response to a question from Schorr, Hoyle said the grant would run from October 1, 2016 through September 30, 2017 and said the County would have to reapply every year.

**MOTION:** Schorr moved and Avery seconded to authorize the County Attorney and Human Services Director to submit the grant application, with signature by the Chair. Avery, Schorr and Amundson voted yes. Hudkins and Wiltgen were absent. Motion carried 3-0.

Kelly noted the County will not receive notification of whether some, or all, of the grant request is approved until October and asked whether a decision on possible new positions in the County Attorney's Office is needed before the budget is submitted to the County Clerk's Office.

Schorr felt Kelly made it clear at the June 27, 2016 City-County Common Meeting that he would need an additional attorney and paralegal if the City Attorney's and County Attorney's Juvenile Divisions were merged under the County Attorney's Office. Kelly said there is justification for a full-time attorney with the expanded duties but said he is willing to try to accommodate the juvenile law violation caseload from the City Attorney's Office with only a Legal Secretary I position for a six-month period. He estimated the cost of the secretarial position at \$55,000, with benefits.

In response to a question from Avery, Amundson said the City has not changed its position on this matter. Avery suggested the City may have other motives.

Kelly said he would like to offer to take the caseload from the City without an agreement on funding, noting the City has admitted there would be certain efficiencies by doing so. He added hiring of the secretarial position would likely not take place until January 1, 2017.

Meyer suggested leaving the County Attorney's budget as is and making an adjustment at mid-year, if necessary.

There was consensus to schedule further discussion of this matter on a future County Board Staff Meeting.

**9 LABOR NEGOTIATIONS - EXECUTIVE SESSION** - Doug McDaniel, Lincoln-Lancaster County Human Resources Director; Nicole Gross and Amy Sadler, Compensation Technicians; Kristy Bauer, Deputy County Attorney

**MOTION:** Schorr moved and Avery seconded to enter Executive Session at 10:22 a.m. for the purpose of protecting the public interest with regard to labor negotiations.

The Chair said it has been moved and seconded that the Board enter into Executive Session.

**ROLL CALL:** Avery, Schorr and Amundson voted yes. Hudkins and Wiltgen were absent. Motion carried 3-0.

The Chair restated the purpose for the Board entering into Executive Session.

**MOTION:** Avery moved and Schorr seconded to exit Executive Session at 10:40 a.m. Schorr, Avery and Amundson voted yes. Hudkins and Wiltgen were absent. Motion carried 3-0.

**10 ACTION ITEMS**

- A. Interlocal Agreement Between Lincoln Electric System (LES), City of Lincoln and Lancaster County for Improvement of Rokeby Road Between South 84<sup>th</sup> and 98<sup>th</sup> Streets and a Portion of South 91<sup>st</sup> Street

Item was moved forward on the agenda.

**11 CONSENT ITEMS**

There were no consent items.

## **12 ADMINISTRATIVE OFFICER REPORT**

- A. Claim for Review - Payment Voucher (PV) 534008 for Chelsie Goetz, Public Defender's Office, Dated July 7, 2016 in the Amount of \$40.00. This Claim is For Reimbursement of Meals Purchased in January 2016. This Claim is now Beyond the 90-Day Time Period.

Item was moved forward on the agenda.

- B. Attendance of Scott Gaines, Chief Administrative Deputy Assessor/Register of Deeds, at Tax Increment Financing (TIF) Meeting with State Senator Sue Crawford (August 1, 2016)

Item was held until later in the meeting.

- C. International City/County Management Association-Retirement Corporation (ICMA-RC) Fund Restructuring
- D. Federal Funds Purchase Program Annual Certification Program
- E. Nebraska Association of County Officials (NACO) Southeast District Fall Meeting (September 8, 2016 at Mahoney State Park)

Items C-E were moved forward on the agenda.

## **13 PENDING**

There were no pending items.

## **14 DISCUSSION OF BOARD MEMBER MEETINGS**

- A. Lancaster County Fairgrounds Joint Public Agency (JPA) - Wiltgen/Avery
- B. Lincoln Independent Business Association (LIBA) Breakfast - Amundson
- C. Meeting with Planning Department - Amundson/Wiltgen

Items A-C were moved forward on the agenda.

## **ADMINISTRATIVE OFFICER REPORT**

- B. Attendance of Scott Gaines, Chief Administrative Deputy Assessor/Register of Deeds, at Tax Increment Financing (TIF) Meeting with State Senator Sue Crawford (August 1, 2016)

Eagan said Scott Gaines, Chief Administrative Deputy Assessor/Register of Deeds, indicated he has information that might be beneficial and has asked to attend the meeting.

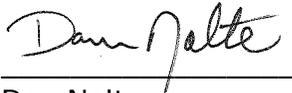
There was no objection to the request.

## 15 EMERGENCY ITEMS AND OTHER BUSINESS

There were no emergency items or other business.

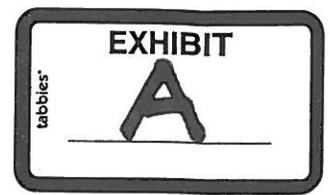
## 16 ADJOURNMENT

**MOTION:** Schorr moved and Avery seconded to adjourn the meeting at 10:42 a.m. Avery, Schorr and Amundson voted yes. Hudkins and Wiltgen were absent. Motion carried 3-0.



Dan Nolte  
Lancaster County Clerk





**LANCASTER COUNTY SUMMARY OF EXPENDITURE REQUIREMENTS**

FUND		ACTUAL	FY16 BUDGET		ACTUAL	FY17 BUDGET	
		OBLIGATIONS	ADOPTED	AMENDED	OBLIGATIONS	PROPOSED	ADOPTED
		<u>FY15</u>	<u>ADOPTED</u>	<u>AMENDED</u>	<u>FY16</u>	<u>PROPOSED</u>	<u>ADOPTED</u>
11	GENERAL	95,341,570	106,630,333	106,630,333	102,948,759	108,078,870	
12	WORKERS COMPENSATION LOSS	1,393,003	1,402,090	1,402,090	806,343	1,385,554	
13	OTHER SELF INSURANCE LOSS	485,052	2,994,603	2,994,603	320,556	2,154,439	
14	GROUP SELF INSURANCE	11,900,337	16,570,448	16,570,448	10,631,501	14,912,549	
18	VISITORS IMPROVEMENT	1,748,727	3,307,564	3,307,564	1,575,721	3,557,111	
19	VISITORS PROMOTION	1,400,004	2,353,393	2,353,393	1,477,500	2,701,162	
20	COUNTY RURAL LIBRARY	761,853	793,279	793,279	792,779	777,270	
21	BRIDGE & SPECIAL ROAD	5,552,866	10,259,916	10,259,916	8,341,611	9,932,917	
22	HIGHWAY	7,934,397	12,458,352	12,458,352	11,368,159	15,420,789	
26	VETERANS AID	3,784	14,096	14,096	3,751	15,344	
27	GRANTS	3,047,539	5,890,557	5,890,557	2,953,600	8,634,609	
28	KENO	1,058,041	2,579,285	2,579,285	1,332,430	2,369,249	
30	ECONOMIC DEVELOPMENT	2,335	356,410	356,410	1,093	372,053	
41	DEBT SERVICE	1,236,824	1,090,111	1,090,111	591,239	709,326	
51	BUILDING	86,511	1,024,402	1,024,402	148,185	1,725,182	
52	JAIL SAVINGS FUND	20,405	855,968	855,968	33,789	822,180	
61	LANCASTER MANOR	778,709	-	-	-	-	
63	MENTAL HEALTH	3,534,350	3,480,628	3,480,628	3,057,636	3,157,117	
64	WEED CONTROL	365,347	396,867	396,867	375,851	412,946	
65	COUNTY/CITY PROPERTY MGMT	3,486,202	3,622,174	3,622,174	3,528,897	3,964,854	
66	PROPERTY MANAGEMENT	1,364,236	1,509,982	1,509,982	1,477,361	1,207,040	
67	CITY BUILDING MAINTENANCE	329,349	694,647	694,647	323,875	674,459	
	Memorandum Total	<u>141,831,441</u>	<u>178,285,105</u>	<u>178,285,105</u>	<u>152,090,635</u>	<u>182,985,020</u>	

DRAFT

INTERLOCAL AGREEMENT  
ROKEBY ROAD PAVING, 84<sup>TH</sup> TO 98<sup>TH</sup> STREET



THIS INTERLOCAL AGREEMENT, made and entered into between Lancaster County, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as the "County" and the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as the "City", to provide for the construction of roadway improvements and paving on Rokeby Road between 84<sup>th</sup> Street and 98<sup>th</sup> Street and a portion of 91<sup>st</sup> Street in Lancaster County, Nebraska, hereinafter referred to as the "Project".

WITNESSETH:

WHEREAS, LES, a Lincoln city agency, has implemented plans for the design and construction of a new operations center located at the southwest corner of South 98<sup>th</sup> and Rokeby Road to serve residents of the City of Lincoln and Lancaster County, and

WHEREAS, said LES facilities shall require access from Rokeby Road between 91<sup>st</sup> Street and 98<sup>th</sup> Street, and

WHEREAS, LES has a desire to have the roadway improvements and paving on Rokeby Road and 91<sup>st</sup> Street completed to facilitate access for the construction and future use of their new operations center, and

WHEREAS, the LES Board adopted a resolution on July 15, 2016 agreeing to pay the reasonable engineering and construction costs for the Project.

WHEREAS, the County has a desire to have these sections of Rokeby Road and 91<sup>st</sup> Street improved and paved to enhance the reliability of the transportation system, perpetuate mobility of the travelling public and to promote the economic development of Lancaster County, and

WHEREAS, the County has included the improvement and paving of Rokeby Road between 84<sup>th</sup> Street and 98<sup>th</sup> Street in their One and Six Year Capital Improvement Plan, and

WHEREAS, the City has a desire to have these sections of Rokeby Road and 91<sup>st</sup> Street improved and paved to enhance the reliability of the transportation system, perpetuate mobility of the travelling public and to promote the economic development of the City of Lincoln, and

WHEREAS, the County and City agree to construct a two-lane concrete paved suburban roadway section with shoulders, raised median and open ditches on Rokeby Road and a curbed urban roadway section on 91<sup>st</sup> Street as shown on Exhibit "A" to this agreement, and

WHEREAS, the County and City agree that pedestrian facilities are not a part of this Project and are to be completed in the future through normal and existing processes at the time the adjacent properties develop or are annexed, and

WHEREAS, design of the project will be completed to comply with the City Access Management Policy and shall be compatible for expansion to provide a future City arterial street at the time the area is annexed into the City, and

WHEREAS, LES is willing to provide funding to allow sections of Rokeby Road and 91<sup>st</sup> Street to be paved and improved to facilitate construction access to their new facilities located along Rokeby Road between 91<sup>st</sup> Street and 98<sup>th</sup> Street, and

WHEREAS, the County and City agree to allow LES to contract for the professional design, consultation and management services necessary for the design and management of the Rokeby Road and 91<sup>st</sup> Street Project through the consultant group that LES has retained for the design of their new operations center, and

WHEREAS, the County and City agree that Lancaster County is the lead public agency for the project and that the County will obtain the necessary right-of-way and/or easements and permits for the project as well as provide oversight, review and final approval of plans and specifications prior to bidding the Project.

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows:

SECTION 1. LES hereby agrees to furnish, or cause to be furnished, the following items required to complete the project:

- A. Retain professional services for the design, survey and right-of-way design for the Project. Project design shall be completed to utilize City of Lincoln Standard Plans and to use the City of Lincoln Standard Specification for Municipal Construction as the governing standards for the project. All design shall meet or exceed the minimum requirements of the County and City.
- B. Prepare all permit applications as required for the project including a Corp of Engineer's Section 404 Permit and the required Notice of Intent for Construction Stormwater Discharge (NOI) for the Project.
- C. Coordinate with all regulatory agencies as required to secure the necessary permits for the Project.
- D. Retain professional services for the construction management, observation, inspection and testing required during construction of the Project. The scope of services for the construction management, observation, inspection and testing for the project shall be prepared by LES or their authorized representative. The scope of work shall be submitted to the County Engineer for review and approval prior to LES entering into a contract for construction services. The consultant selected to provide the construction phase services shall utilize the City's Masterworks construction management software for contract management and reporting during the construction of the project.
- E. Provide reports, meeting invitations, progress reports, schedules and project updates to the County and City throughout the course of the Project.
- F. Provide funding for construction of the improvements on Rokeby Road and 91<sup>st</sup> Street.
- G. Develop a master schedule for completion of the design, bidding, award and construction of the Project. Solicit input from the County and City as part of the development of the schedule.

- H. Provide the County and City with progress prints for review and comments during the design of the Project.
- I. Provide the County and the City with draft Special Provisions for review and comments during the design of the Project.
- J. Provide final plans and Special Provisions to the County for final approval prior to bidding the Project.
- K. Assist the County as necessary during the bidding, review and award of the Project.

SECTION 2. The County hereby agrees to furnish, or cause to be furnished, the following items required to complete the project:

- A. Serve as the applicant on all permits required for the Project.
- B. Provide appraisal and negotiation services to acquire right-of-way and/or easements from private property owners that are needed to construct the Project.
- C. Serve as the reviewing agency for plans and specifications and provide the final approval of documents prior to bidding.
- D. Bid the Project through the County/City Purchasing Department.
- E. Review the bid proposals with LES and enter into a contract with the lowest responsible bidder to construct the Project.
- F. Coordinate the work with LES to ensure that construction of the Project accommodates the proposed schedule for work on the proposed LES Operations Center.

SECTION 3. The City hereby agrees to furnish, or cause to be furnished, the following items required to complete the project:

- A. Review and provide comments on plan and specification submittals.
- B. Attend progress and review meetings at their discretion to provide comments and input on the project.

- C. Provide plans for proposed design of the new roundabout at 84<sup>th</sup> Street and Rokeby Road to LES's consultant. Coordinate the design of the new roundabout with the design for the Project.
- D. Coordinate the design for new water mains and sanitary sewers along Rokeby Road between 84<sup>th</sup> Street and 98<sup>th</sup> Street with the Project.
- E. Coordinate improvements on Rokeby Road to the west of 84<sup>th</sup> Street with the Project.
- F. Provide LES (or their authorized representative) and the County access to use the City's Masterworks construction and contract management software on the Project. This would include preparation of the bid proposal as well as normal and customary construction phase services such as contract management, tracking of quantities, preparation of pay requests, change orders, daily reporting, and other related project tasks during the construction of the project.

SECTION 4. LES agrees to furnish funds to the County within 15 days following an award of a construction contract by the County in an amount equal to the total bid price of the lowest responsible bidder for the Project.

SECTION 5. LES agrees to reimburse the County directly for additional costs associated with change orders that have been mutually agreed upon by both parties that may occur during the construction of the project.

SECTION 6. At the completion and final acceptance of the Project, the County shall provide a final accounting of construction costs for the Project and submit the report to LES for their review and concurrence. Any underruns in project costs that have been pre-funded by LES shall be refunded by the County to LES within 30 days of acceptance of the final project accounting by the County and LES. Any overruns that have not been previously funded by LES as part of approved change orders to the contract shall be invoiced to LES by the County. LES shall pay the County for additional costs within 30 days of receipt of the invoice.

SECTION 7. It is the desire of all parties to work together to complete the design and bidding of the Project to allow construction to commence in late summer of 2016 with the initial roadway

improvements completed between 84<sup>th</sup> Street and 91<sup>st</sup> Street by December 31, 2016. The remaining portion of the Project shall be completed and open to public traffic no later than October 31, 2017 unless otherwise agreed upon by all parties to this agreement.

SECTION 8. All parties agree that construction of the Project will require closure of Rokeby Road between 84<sup>th</sup> Street and 98<sup>th</sup> Street and traffic shall be detoured during construction of the Project. The contract documents shall provide provisions requiring the Contractor to maintain access to adjacent properties as required by the County.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the County this \_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST: Lancaster County

\_\_\_\_\_  
Roma Amundson, County Board Chairperson

STATE OF NEBRASKA     )  
  ) ss  
COUNTY OF LANCASTER    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_, 2016 by Roma Amundson, the Chairperson of the Lancaster County Board, a body politic in the State of Nebraska, on behalf of the County.

EXECUTED by the City this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary

EXECUTED by the City this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

City of Lincoln

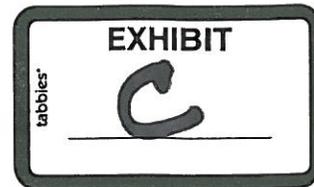
\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Chris Beutler, Mayor

STATE OF NEBRASKA     )  
  ) ss  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by Chris Beutler, Mayor of the City of Lincoln, Nebraska, a municipal corporation, on behalf of the City.

\_\_\_\_\_  
Notary



Lincoln Electric System

***LES RESOLUTION 2016-8***

WHEREAS, LES has purchased real property near the intersection of South 98<sup>th</sup> Street and Rokeby Road in Lancaster County, Nebraska for the eventual construction of an operations center ("LOC Site");

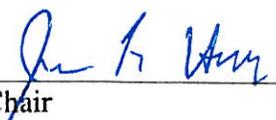
WHEREAS, The LOC Site is outside the city limits of the City of Lincoln but within the City of Lincoln's three-mile extraterritorial zoning jurisdiction;

WHEREAS, Rokeby Road between South 84<sup>th</sup> Street and South 98<sup>th</sup> Street is a gravel-surfaced road;

WHEREAS, It has been determined that the paving of Rokeby Road is necessary for construction and use of the LOC Site;

WHEREAS, the City of Lincoln, the County of Lancaster and LES have agreed to terms of an Interlocal Agreement ("Agreement"), attached and marked as Exhibit "A". Such exhibit to be incorporated herein by reference, whereby the parties will cooperate in the paving of Rokeby Road between South 84<sup>th</sup> Street and South 98<sup>th</sup> Street and a portion of South 91<sup>st</sup> Street near Rokeby Road;

NOW, THEREFORE, BE IT RESOLVED, that the LES Administrative Board approves and accepts the terms and conditions of the Interlocal Agreement relating to LES' responsibilities and authorizes the LES Chief Executive Officer to take all actions necessary for LES to meet its obligations under the Agreement.

  
\_\_\_\_\_  
Chair

Adopted: 9/15/2016

INTERLOCAL AGREEMENT  
ROKEBY ROAD PAVING, 84<sup>TH</sup> TO 98<sup>TH</sup> STREET

THIS INTERLOCAL AGREEMENT, made and entered into between Lancaster County, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as the "County" and the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as the "City", to provide for the construction of roadway improvements and paving on Rokeby Road between 84<sup>th</sup> Street and 98<sup>th</sup> Street and a portion of 91<sup>st</sup> Street in Lancaster County, Nebraska, hereinafter referred to as the "Project".

WITNESSETH:

WHEREAS, LES, a Lincoln city agency, has implemented plans for the design and construction of a new operations center located at the southwest corner of South 98<sup>th</sup> and Rokeby Road to serve residents of the City of Lincoln and Lancaster County, and

WHEREAS, said LES facilities shall require access from Rokeby Road between 91<sup>st</sup> Street and 98<sup>th</sup> Street, and

WHEREAS, LES has a desire to have the roadway improvements and paving on Rokeby Road and 91<sup>st</sup> Street completed to facilitate access for the construction and future use of their new operations center, and

WHEREAS, the LES Board adopted a resolution on July 15, 2016 agreeing to pay the reasonable engineering and construction costs for the Project.

WHEREAS, the County has a desire to have these sections of Rokeby Road and 91<sup>st</sup> Street improved and paved to enhance the reliability of the transportation system, perpetuate mobility of the travelling public and to promote the economic development of Lancaster County, and

WHEREAS, the County has included the improvement and paving of Rokeby Road between 84<sup>th</sup> Street and 98<sup>th</sup> Street in their One and Six Year Capital Improvement Plan, and

WHEREAS, the City has a desire to have these sections of Rokeby Road and 91<sup>st</sup> Street improved and paved to enhance the reliability of the transportation system, perpetuate mobility of the travelling public and to promote the economic development of the City of Lincoln, and

WHEREAS, the County and City agree to construct a two-lane concrete paved suburban roadway section with shoulders, raised median and open ditches on Rokeby Road and a curbed urban roadway section on 91<sup>st</sup> Street as shown on Exhibit "A" to this agreement, and

WHEREAS, the County and City agree that pedestrian facilities are not a part of this Project and are to be completed in the future through normal and existing processes at the time the adjacent properties develop or are annexed, and

WHEREAS, design of the project will be completed to comply with the City Access Management Policy and shall be compatible for expansion to provide a future City arterial street at the time the area is annexed into the City, and

WHEREAS, LES is willing to provide funding to allow sections of Rokeby Road and 91<sup>st</sup> Street to be paved and improved to facilitate construction access to their new facilities located along Rokeby Road between 91<sup>st</sup> Street and 98<sup>th</sup> Street, and

WHEREAS, the County and City agree to allow LES to contract for the professional design, consultation and management services necessary for the design and management of the Rokeby Road and 91<sup>st</sup> Street Project through the consultant group that LES has retained for the design of their new operations center, and

WHEREAS, the County and City agree that Lancaster County is the lead public agency for the project and that the County will obtain the necessary right-of-way and/or easements and permits for the project as well as provide oversight, review and final approval of plans and specifications prior to bidding the Project.

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows:  
SECTION 1. LES hereby agrees to furnish, or cause to be furnished, the following items required to complete the project:

- A. Retain professional services for the design, survey and right-of-way design for the Project. Project design shall be completed to utilize City of Lincoln Standard Plans and to use the City of Lincoln Standard Specification for Municipal Construction as the governing standards for the project. All design shall meet or exceed the minimum requirements of the County and City.
- B. Prepare all permit applications as required for the project including a Corp of Engineer's Section 404 Permit and the required Notice of Intent for Construction Stormwater Discharge (NOI) for the Project.
- C. Coordinate with all regulatory agencies as required to secure the necessary permits for the Project.
- D. Retain professional services for the construction management, observation, inspection and testing required during construction of the Project. The scope of services for the construction management, observation, inspection and testing for the project shall be prepared by LES or their authorized representative. The scope of work shall be submitted to the County Engineer for review and approval prior to LES entering into a contract for construction services. The consultant selected to provide the construction phase services shall utilize the City's Masterworks construction management software for contract management and reporting during the construction of the project.
- E. Provide reports, meeting invitations, progress reports, schedules and project updates to the County and City throughout the course of the Project.
- F. Provide funding for construction of the improvements on Rokeby Road and 91<sup>st</sup> Street.
- G. Develop a master schedule for completion of the design, bidding, award and construction of the Project. Solicit input from the County and City as part of the development of the schedule.

- H. Provide the County and City with progress prints for review and comments during the design of the Project.
- I. Provide the County and the City with draft Special Provisions for review and comments during the design of the Project.
- J. Provide final plans and Special Provisions to the County for final approval prior to bidding the Project.
- K. Assist the County as necessary during the bidding, review and award of the Project.

**SECTION 2.** The County hereby agrees to furnish, or cause to be furnished, the following items required to complete the project:

- A. Serve as the applicant on all permits required for the Project.
- B. Provide appraisal and negotiation services to acquire right-of-way and/or easements from private property owners that are needed to construct the Project.
- C. Serve as the reviewing agency for plans and specifications and provide the final approval of documents prior to bidding.
- D. Bid the Project through the County/City Purchasing Department.
- E. Review the bid proposals with LES and enter into a contract with the lowest responsible bidder to construct the Project.
- F. Coordinate the work with LES to ensure that construction of the Project accommodates the proposed schedule for work on the proposed LES Operations Center.

**SECTION 3.** The City hereby agrees to furnish, or cause to be furnished, the following items required to complete the project:

- A. Review and provide comments on plan and specification submittals.
- B. Attend progress and review meetings at their discretion to provide comments and input on the project.

- C. Provide plans for proposed design of the new roundabout at 84<sup>th</sup> Street and Rokeby Road to LES's consultant. Coordinate the design of the new roundabout with the design for the Project.
- D. Coordinate the design for new water mains and sanitary sewers along Rokeby Road between 84<sup>th</sup> Street and 98<sup>th</sup> Street with the Project.
- E. Coordinate improvements on Rokeby Road to the west of 84<sup>th</sup> Street with the Project.
- F. Provide LES (or their authorized representative) and the County access to use the City's Masterworks construction and contract management software on the Project. This would include preparation of the bid proposal as well as normal and customary construction phase services such as contract management, tracking of quantities, preparation of pay requests, change orders, daily reporting, and other related project tasks during the construction of the project.

SECTION 4. LES agrees to furnish funds to the County within 15 days following an award of a construction contract by the County in an amount equal to the total bid price of the lowest responsible bidder for the Project.

SECTION 5. LES agrees to reimburse the County directly for additional costs associated with change orders that have been mutually agreed upon by both parties that may occur during the construction of the project.

SECTION 6. At the completion and final acceptance of the Project, the County shall provide a final accounting of construction costs for the Project and submit the report to LES for their review and concurrence. Any underruns in project costs that have been pre-funded by LES shall be refunded by the County to LES within 30 days of acceptance of the final project accounting by the County and LES. Any overruns that have not been previously funded by LES as part of approved change orders to the contract shall be invoiced to LES by the County. LES shall pay the County for additional costs within 30 days of receipt of the invoice.

SECTION 7. It is the desire of all parties to work together to complete the design and bidding of the Project to allow construction to commence in late summer of 2016 with the initial roadway

improvements completed between 84<sup>th</sup> Street and 91<sup>st</sup> Street by December 31, 2016. The remaining portion of the Project shall be completed and open to public traffic no later than October 31, 2017 unless otherwise agreed upon by all parties to this agreement.

SECTION 8. All parties agree that construction of the Project will require closure of Rokeby Road between 84<sup>th</sup> Street and 98<sup>th</sup> Street and traffic shall be detoured during construction of the Project. The contract documents shall provide provisions requiring the Contractor to maintain access to adjacent properties as required by the County.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the County this \_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

Lancaster County

\_\_\_\_\_

\_\_\_\_\_  
Roma Amundson, County Board Chairperson

STATE OF NEBRASKA     )  
  ) ss  
COUNTY OF LANCASTER    )

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EXECUTED by the City this \_\_\_\_ day of \_\_\_\_\_, 2016.

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Notary

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City of Lincoln

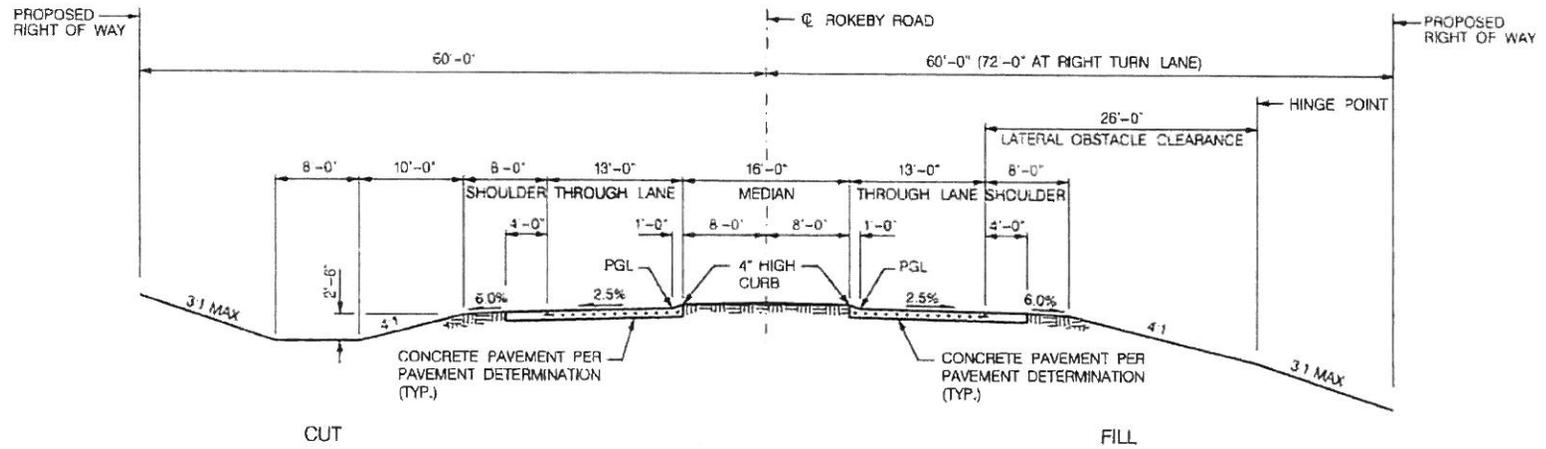
\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Chris Beutler, Mayor

STATE OF NEBRASKA     )  
  ) ss  
COUNTY OF LANCASTER )

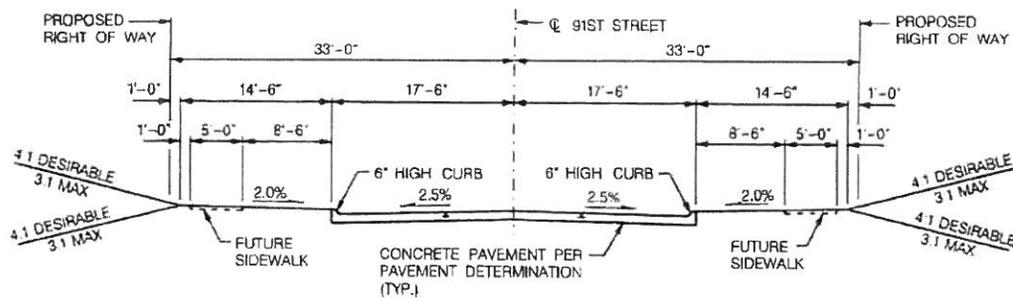
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\_\_\_\_\_  
Notary



ROKEBY ROAD  
84TH TO 98TH STREET  
TYPICAL SECTION \*

\*NOTE SECTION TRANSITIONS TO MATCH EXISTING UNDIVIDED 2-LANE ROADWAY SECTION AT 84TH & 98TH STREETS.



91ST STREET TYPICAL SECTION

**EXHIBIT "A"**  
**TYPICAL ROADWAY SECTIONS**

015-3105 11-S Urban/Highway EOP  
 DATE 04/18/2016  
 91st St - 11.5 Typical Section