

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION APPROVING WATER CONNECTION AGREEMENT WITH THE CITY OF
PAPILLION AND AUTHORIZING CHAIRMAN TO SIGN SAME

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, Sarpy County is in the process of designing and constructing a new Law Enforcement Center at 84th and Platteview Road that will require water service; and,

WHEREAS, the City of Papillion has the ability and capacity to provide water service to the new Law Enforcement Center; and,

WHEREAS, the attached Water Connection Agreement sets forth the terms and conditions under which the City of Papillion will provide water service to the new Law Enforcement Center.

NOW, THEREFORE, BE IT RESOLVED, by the Sarpy County Board of Commissioners, that the attached Water Connection Agreement is hereby approved and the Chairman of such Board is authorized to sign the same.

DATED this 6th day of October, 2009.

MOVED by Tom Richards, seconded by Pat Thomas, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

[Signature]
[Signature]
Tom Richards
Pat Thomas

None

Joni Jones

ABSTAIN:

None



Attest:

SEAL

Approved As To Form:

[Signature]
Sarpy County Clerk

[Signature]
Deputy County Attorney

WATER CONNECTION AGREEMENT

THIS AGREEMENT made this 6th day of October, 2009 by and between SARPY COUNTY (hereinafter referred to as "County"); and the CITY OF PAPILLION, a municipal corporation (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, the County has constructed and/or is contemplating constructing water mains within the boundaries of the existing public right-of-way and/or legal easements and desires to connect to the water system of the City.

WHEREAS, the County's property is in a geographic area that is outside the City's extra territorial jurisdiction (ETJ) as shown in Exhibit A and this agreement is a "special case".

NOW, THEREFORE, in consideration of the mutual agreements and covenants of the parties hereto, it is agreed by and between the parties as follows:

I.

For the purpose of this Agreement, the term "water system of the County" shall include, whether now in existence or hereafter constructed all water systems and appurtenances thereto.

- A. Constructed for the purpose of supplying water to the property owned by the County for the Law Enforcement Center and other Sarpy County owned facilities.
- B. Upon completion of construction of the water system of the County, the water mains within the boundaries of the existing public right-of-way and/or legal easements will be dedicated to the City and will become a public water main owned and operated by the City. The County will then be responsible for the water service facilities that are connected onto the public water main to serve facilities within the property owned by the County.
- C. The water service facilities that are the responsibility of the County for the purpose of this agreement are the following:
 - Connection device to the main, such as a corporation stop or tee
 - Water supply pipe between main and curb stop box and/or fire line post indicator valve
 - Curb stop box and/or fire line post indicator valve
 - Water service pipe between curb stop box and/or fire line post indicator valve and facility being served.

II.

The City hereby grants permission to the County to connect the water system of the County to the water system of the City in such manner at such place or places as designated on plans submitted by the County and approved by the City to supply water to the County property within the area described in Exhibit A.

III.

In consideration of the City's entering into this Agreement, County, on the terms herein provided:

A. Shall, and by these presents does, grant and convey onto City and its successors and assigns:

- (1) A perpetual easement and license to transmit water through the water system of the County.
- (2) A perpetual easement and license to the City, its employees, representatives and agents, to enter upon and into the property, streets, roads, and public ways and easements of the County property for the purpose of inspecting, maintaining, repairing and reconstructing the water system of the County through which City has been given an easement by Owner, as aforesaid.
- (3) A perpetual license to connect the water system of the City, or any part thereof, to the water system of the County, for which connection or connections City shall not be required to pay any connection fee or connection charge.

IV.

County further expressly promises, warrants, covenants and agrees that no connection shall be made to the water system of the County until a permit therefore shall have been obtained from City and the appropriate connection fee paid to City.

City shall have the right to enter upon the property of the County to disconnect any connection to the water system of the County which has been made without the required permit regulations or specifications of the City of Papillion pertaining to water connections.

V.

As compensation for the supplying water from the water system of the City to connections to facilities within the County property within the area described in Exhibit A, County agrees to pay to City, or agrees to a direct billing with the users thereof, a sum which shall be determined under the rules or ordinances of the City, but which shall not exceed twice the aggregate water fees City would charge for similar number, type and classification of connections directly to the water system of the City, assuming same were on an individual basis and within the City's corporate limits, and may be prescribed by the ordinances of the City of Papillion and any future amendments, modifications or revisions thereof.

VI.

The County shall pay the City a capital facility fee based on commercial properties outside the City limits, but not within an SID – (\$3,375 / acre) and park or common area properties outside the City limits, but not within an SID – (\$2,590 / acre) as per the most current City's Master Fee Schedule prior to connection to the City's water transmission line. A credit of 25% of the capital facilities fees for exterior water main extension will be applied to the County property within the area described in Exhibit B. Exhibit B attached to this agreement shows the areas currently subject to capital facilities fees. Exhibit B also shows proposed future possible development areas for the County Engineer's office and County Communication Center that will be subject to future capital facilities fees and 25% credit when constructed. The capital facilities fee for the areas currently subject to capital facilities fees is calculated to be \$26,442.30 (4.98 acres x \$3,375/acre + 3.72 acres x \$2,590/acre) less 25% credit of \$6,610.58 for a net charge of \$19,831.73.

VII.

A water connection fee shall be paid to the City by the County for each new building connection to the water system of the County based on the City's Master Fee Schedule.

VIII.

A water meter shall be purchased by the County from the City for each new building at cost based on the City's Master Fee Schedule.

IX.

Water meters for each building connected to the water system of the County shall be read on a monthly basis by the City to determine the monthly usage fee per user.

X.

Without prior specific written approval by City, the County shall not permit any water lines outside its boundaries or directly or indirectly serving areas outside its boundaries as shown on Exhibit A to be connected with the water system of the County. Upon the written request of City or the joint written request of City and (a) another Sanitary and Improvement District; (b) other person or entity, for permissions to connect to the water system of the County, the County shall allow such connection to be made without charge. City agrees that no connections to the water system of the County shall be allowed that degrades the quantity or quality of water service to the County.

XI.

The term of this Agreement shall be twenty years from the date hereof, provided, however, that unless one of the parties hereto shall advise the other party in writing of its desire not to do so, this Agreement shall be automatically renewed on the same terms of twenty years each. Said written advice shall be given at least six (6) months prior to the end of the original term or additional terms as the case may be, which said party giving such notice desires to be the final term of this Agreement.

IN WITNESS WHEREOF, we, the parties hereto, by our respective duly authorized agents, hereto affix our signatures and seals at Papillion, Nebraska, the date and year first above written.

CITY OF PAPIILLION,
A Nebraska Municipal Corporation

By [Signature]
Mayor

Attest:

[Signature]
City Clerk

(SEAL)



SARPY COUNTY, NEBRASKA

By _____
Chairman

Attest:

[Signature]
County Clerk

Approved as to form:

Deputy County Attorney

IN WITNESS WHEREOF, we, the parties hereto, by our respective duly authorized agents, hereto affix our signatures and seals at Papillion, Nebraska, the date and year first above written.

CITY OF PAPILLION,
A Nebraska Municipal Corporation

By _____
Mayor

Attest:

City Clerk

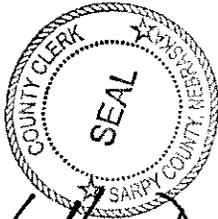
(SEAL)

SARPY COUNTY, NEBRASKA

By _____
Vice-Chairman

10/6/09

Attest:



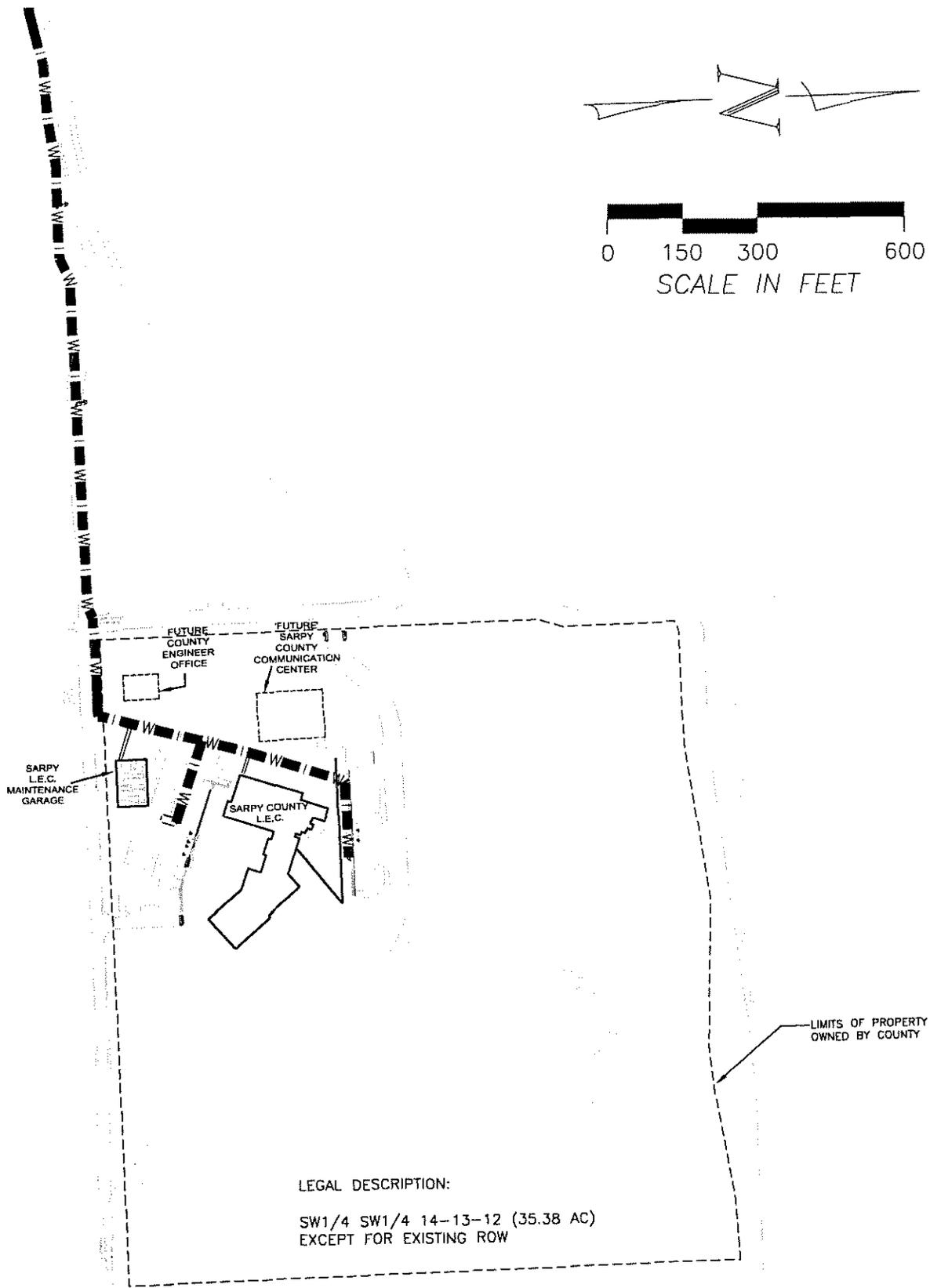
Freud J. Uher, Deputy

County Clerk

Approved as to form:

[Signature]

Deputy County Attorney



LEGAL DESCRIPTION:
 SW1/4 SW1/4 14-13-12 (35.38 AC)
 EXCEPT FOR EXISTING ROW

TD² THOMPSON, DREESSEN & DORNER, INC.
 Consulting Engineers & Land Surveyors
 10836 OLD MILL ROAD OMAHA, NEBRASKA 68154
 PHONE: 402.330.8860 FAX: 402.330.5866 EMAIL: TD2MAIL@TD2CO.COM
 WEBSITE: WWW.TD2CO.COM

WATER CONNECTION AGREEMENT
 SARPY COUNTY LEC FACILITY

EXHIBIT A SARPY COUNTY, NEBRASKA
 CITY OF PAPILLION, NE

scale:	AS SHOWN
date:	7/30/09
drawn by:	BPH
checked by:	ADB
revision:	

Deb Houghtaling

Sarpy County Clerk

1210 Golden Gate Drive, Suite 1118
Papillion, Nebraska 68046-2895

Phone: (402) 593-2105
Fax: (402) 593-4360

Fred Uhe
Chief Deputy

October 14, 2009

City of Papillion
Attn: Mayor David Black
122 East 3rd Street
Papillion, NE 68046

RE: Water Connection Agreement

Dear Mayor:

Action by the Sarpy County Board of Commissioners, at the meeting of October 6, 2009, is as follows:

(Tabled from 9/22/2009 and 9/29/2009) Resolution (2009-280): Approve and authorize Chairman to sign the Water Connection agreement with the City of Papillion for construction of new Law Enforcement Center.

MOTION: Resolved by Richards, seconded by Thomas, to approve the resolution approving the water connection agreement with the City of Papillion. Ayes: Hike, Richards, Thomas & Jansen. Nays: None. Absent: Jones.

Enclosed is an original of the subject agreement which has been signed by the Vice-Chairman as authorized by the above stated action.

Sincerely,



Debra J. Houghtaling
Sarpy County Clerk

Enclosure
DJH/tj