

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING INTERLOCAL AGREEMENT WITH THE CITY OF
PAPILLION FOR SANITARY SEWER SERVICE TO THE SARPY COUNTY STADIUM
PROJECT

WHEREAS, the State of Nebraska has adopted the County Industrial Sewer Act, found at Neb. Rev. Stat. §23-3601, *et seq.* (Reissue 2007); and,

WHEREAS, Sarpy County has availed itself of the provisions of said Act through the construction and operation of a sanitary outfall sewer; and,

WHEREAS, an agreement pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 to 827 (Reissue 2007), has been proposed with the City of Papillion which calls for the City of Papillion to construct a sanitary sewer to serve the Sarpy County Baseball Stadium, which sets sewer connection fees and procedures, which allocates the proceeds of sewer connection fees, and which adjusts the areas of responsibility for sanitary sewer service within the South Papillion Creek Outfall drainage basin.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT THE COUNTY OF SARPY, STATE OF NEBRASKA, that the Agreement pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 to 827 (Reissue 1997), between the County of Sarpy, Nebraska, the City of Papillion, Nebraska, concerning sanitary sewer service to the Sarpy County Baseball Stadium Project and other associated matters, a copy of which is attached hereto, is hereby approved.

BE IT FURTHER RESOLVED that the Chairman and Clerk are hereby authorized to sign said Interlocal Agreement on behalf of Sarpy County, and to take such other action as may be necessary to consummate the transaction contemplated by said agreement.

DATED this 2nd day of March, 2010.

Moved by Ruth Jansen, seconded by Tom Richards, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

Ruth Jansen

none

none

Ruth Jansen

Tom Richards

ABSTAIN:

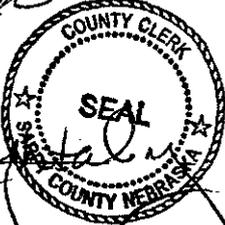
Tom Richards

none

Patrick J. Thomas

Approved as to form.

Ruth Jansen
County Clerk



[Signature]
Deputy County Attorney

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT, entered into this 2nd day of March, 2010 by and between the COUNTY OF SARPY, NEBRASKA (herein "County") and the CITY OF PAPIILLION, a municipal corporation in Sarpy County (herein "Papillion").

WHEREAS, Sarpy is constructing a baseball stadium in the vicinity of 126th Street & Highway 370; and

WHEREAS, Sarpy has requested Papillion to extend a sanitary sewer line from an existing County sanitary sewer line to the area of the stadium development; and

WHEREAS, Papillion owns and operates all outfall sewers within the City of Papillion extraterritorial jurisdiction (ETJ) and Papillion contracts with the City of Omaha for conveyance and treatment of waste water; and Papillion intends to build the Baseball Stadium Outfall Sewer to serve a drainage area, including the Sarpy baseball stadium now under construction; and waste water will be conveyed through sewers owned by Sarpy County to the City of Omaha interceptor sewer at or near 108th & Giles Streets; and

WHEREAS, the Interlocal Cooperation Act, (Section 13-1801 et seq., R.R.S. Nebraska 1943, as amended) allows governmental units to make the most efficient use of their powers by enabling them to cooperate on the basis of mutual advantage, to provide services and facilities in a manner and pursuant to the economic, population and other factors influencing their needs and development problems.

NOW, THEREFORE, it is agreed as follows:

Section 1. Authority. The authority for the parties entering into this Agreement is that authority granted by law, including the general power of the parties and the Interlocal Cooperation Act of the State of Nebraska and the County Industrial Sewer Act of the State of Nebraska.

Section 2. Purpose. The purpose of this Agreement is to facilitate the construction of a sanitary outfall sewer by Papillion to the proposed stadium site; to allocate the costs thereof; to provide for the maintenance of the same which shall be known as the Baseball Stadium Outfall; to address the charging and collection of connection fees in the watershed that use the Baseball Stadium Outfall Sewer; to provide for the acquisition by Papillion from Sarpy County permanent flowage rights in sewers east of the basin served by the Baseball Stadium Outfall.

Section 3. Papillion will build the Baseball Stadium Outfall Sewer, in the approximate locations shown on Exhibit A attached hereto. Said construction will be in accordance with plans and designs that are approved by the County, said approval to not be unreasonably withheld. Title to the Baseball Stadium Outfall Sewer, and all easements and associated fixtures shall vest in Sarpy County until the land area upon which the Baseball Stadium Outfall Sewer is annexed by the City of Papillion in accordance with the County Industrial Sewer Act.

Section 4. Papillion will charge connection fees to all properties in the watershed that use the Baseball Stadium Outfall Sewer as follows:

- A. \$800 per residential living unit for single family, duplex or mobile home connections.
- B. \$540 per residential living unit for all other residential uses.
- C. \$5500 per acre for commercial developments.
- D. The above fee may be collected by Papillion at the time of plat or the issuance of building permit, at the discretion of Papillion. Papillion may, at its sole discretion, charge an additional fee as a requirement of connection.
- E. Except as provided in paragraph 5. below, the fee described in Sections 4(A) to 4(C) (the "Sarpy Fees") above shall be collected by the Papillion and remitted to the County on an annual basis, along with a detailed accounting of the fees collected, the basis of the calculation of the fee.
- F. No connection fee will be charged for the parcel on which is located the Sarpy County Stadium shown on Exhibit B attached hereto.

Section 5. Papillion shall be entitled to retain the Sarpy Fees collected by Papillion to be applied as follows:

- A. The total project cost of the Baseball Stadium Outfall, currently estimated to be \$954,100.00, shown on Exhibit C attached hereto. Said cost shall be all costs of design, engineering, surveying, easement acquisition, construction and associated "soft costs," but shall exclude any interest or other financing expenses. Said cost shall be further reduced by any funds received towards the Baseball Stadium Outfall from the Papio-Missouri River Natural Resources District.
- B. After the payment in full of the construction cost described in the preceding paragraph A., the Sarpy Fees shall be remitted to Sanitary and Improvement District No. 290 of Sarpy County Nebraska (the "District") to apply towards the general obligation debt of the District associated with sanitary sewer connection fees for areas to be served by the Baseball Stadium Outfall and construction of an internal lift station, said general obligation debt presently estimated at \$420,000. The amount of the general obligation debt for the purposes of this paragraph shall not include any interest of other financing expenses.
- C. At such time as the Sarpy Fees collected exceed the amounts described in the immediately preceding paragraphs A and B, any further fees shall be remitted to the County. Fees remitted to the County shall be deposited in the fund established by the County for connection fees in the basin of served by the Sarpy County South Papillion Creek for use of the sanitary sewers within that basin.

Section 6. Sarpy County will allow future connections to or extension of the Baseball Stadium Outfall upon compliance with any applicable zoning and subdivision regulations and compliance with the requirements of any duly adopted regulation or rule for said connection. However, any connection directly or indirectly, to the Baseball Stadium Outfall from a parcel located within the extraterritorial jurisdiction of Papillion shall be allowed, and may be granted by Papillion in its sole discretion, upon the satisfaction of all

of the following requirements:

- A. Payment of the appropriate connection fee, as described in Section 4 above, including such additional fee as may be imposed by Papillion;
- B. Entering into a Waste Water Service Agreement with the City of Omaha, or meeting any requirements imposed by the City of Omaha for said connection;
- C. Entering into the appropriate arrangement for the billing of flow charges to the property being connected, as may be required by the City of Omaha;
- D. Inspection of plans for connection by an engineer acceptable to Papillion;

Section 7. Pursuant to an agreement with the City of Omaha, County is currently granted the right to provide sanitary sewer service to a drainage basin shown on the attached Exhibit A as the Future Western Springs Outfall Service Area ("Western Springs"). County hereby agrees to transfer the rights and obligations for sanitary sewer service for Western Springs to Papillion. County shall discontinue the collection of any connection fees for the Western Springs, and to take such other steps as may be necessary to formalize said transfer with the City of Omaha. Sarpy hereby agrees to provide, if necessary, future flowage rights through Sarpy County South Papillion Creek Outfall as may be necessary to provided sanitary sewer service for Western Springs.

Section 8. Subject to the provisions hereof, responsibility for design, construction, and financing of the Baseball Stadium Outfall Sewer shall be with Papillion.

Section 9. Attached hereto and incorporated herein by reference is Exhibit A delineating the watershed that will use the Baseball Stadium Outfall Sewer and the Western Springs area to be ceded by Sarpy County to Papillion.

Section 10. Papillion acknowledges that the Baseball Stadium Outfall Sewer will discharge into the existing Sarpy County South Papillion Creek Outfall Sewer system of which Sarpy County has on-going operational and maintenance costs. Papillion sewer rates will apply in accordance with the Water and Sewer Connection Agreement with SID 290 Sarpy County. Papillion will pay to Sarpy County \$0.086 per 100 cubic feet for annual operation and maintenance costs of the Sarpy County South Papillion Creek Outfall Sewer downstream of the connection point upon receipt of an itemized listing of the annual operation and maintenance costs actually incurred by Sarpy County. The share will be based upon the ratio of watershed areas.

Section 11. Enforceable Agreement. This is an Agreement between the named parties hereto, enforceable only by them. No third party beneficiaries are created or allowed to enforce this Agreement or claim damages for its breach.

Section 12. Pursuant to Neb. Rev. Stat. §13-327 Sarpy County will cede jurisdiction of zoning and platting rights for the property East of 132nd Street, North of Highway 370, and more than one-half mile South of Giles Road to the City of Papillion. Papillion and Sarpy will present to their respective governing bodies appropriate enabling ordinances and/or resolutions as required by Neb. Rev. Stat. §13-327 within 60 days of the execution of this agreement.

Section 13. Interlocal Cooperation Act. This Agreement is entered into between the parties pursuant to the Interlocal Cooperation Act of the State of Nebraska contained in Chapter 23, Article 22 of the Revised Statutes of Nebraska, 1993, Reissue 1994; and to the extent this Agreement shall be governed by the provisions of said Act, it shall be construed consistent with the objects to be accomplished pursuant to said Act. In this respect:

- (a) The duration of this Agreement shall be so long as is necessary to carry out the intent of the parties.
- (b) There is no separate legal or administrative entity created hereby, but the parties may, if they choose, perform all or part of its separate responsibilities hereunder through sewer districts or other entities of their choosing.
- (c) The purpose hereof is as stated in Section 2.
- (d) The financing of this cooperative undertaking shall be as set forth in Section 7.
- (e) This Agreement can be modified only upon joint action of the parties and approval by their respective City Council and County Board.
- (f) Each of the parties shall perform its respective powers and responsibilities herein provided for through their respective governing bodies. Each party shall acquire, hold and dispose of personal property used by them in this cooperative undertaking in the manner provided by law but consistent with their respective obligations in this cooperative undertaking.

Section 14. Term of Agreement. This Agreement shall be effective upon approval of the respective governing bodies of the parties and shall continue in full force and effect until the purposes hereof have been accomplished unless sooner terminated in accordance with Section 14(e) hereof.

IN WITNESS WHEREOF, the parties hereto have executed or have caused this Agreement to be so executed by them and their duly authorized offices on the day and year first above written.

ATTEST:



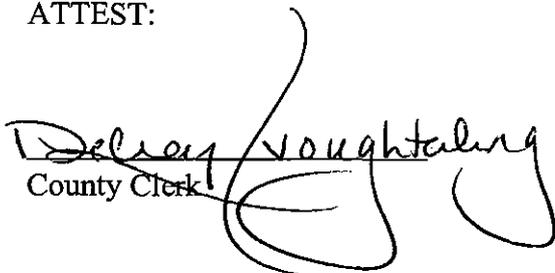
CITY OF PAPIILLION, NEBRASKA


 City Clerk


 Mayor

ATTEST:

COUNTY OF SARPY, NEBRASKA


 County Clerk


 Chairman of Board of Commissioners

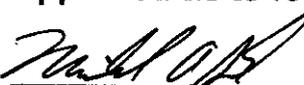
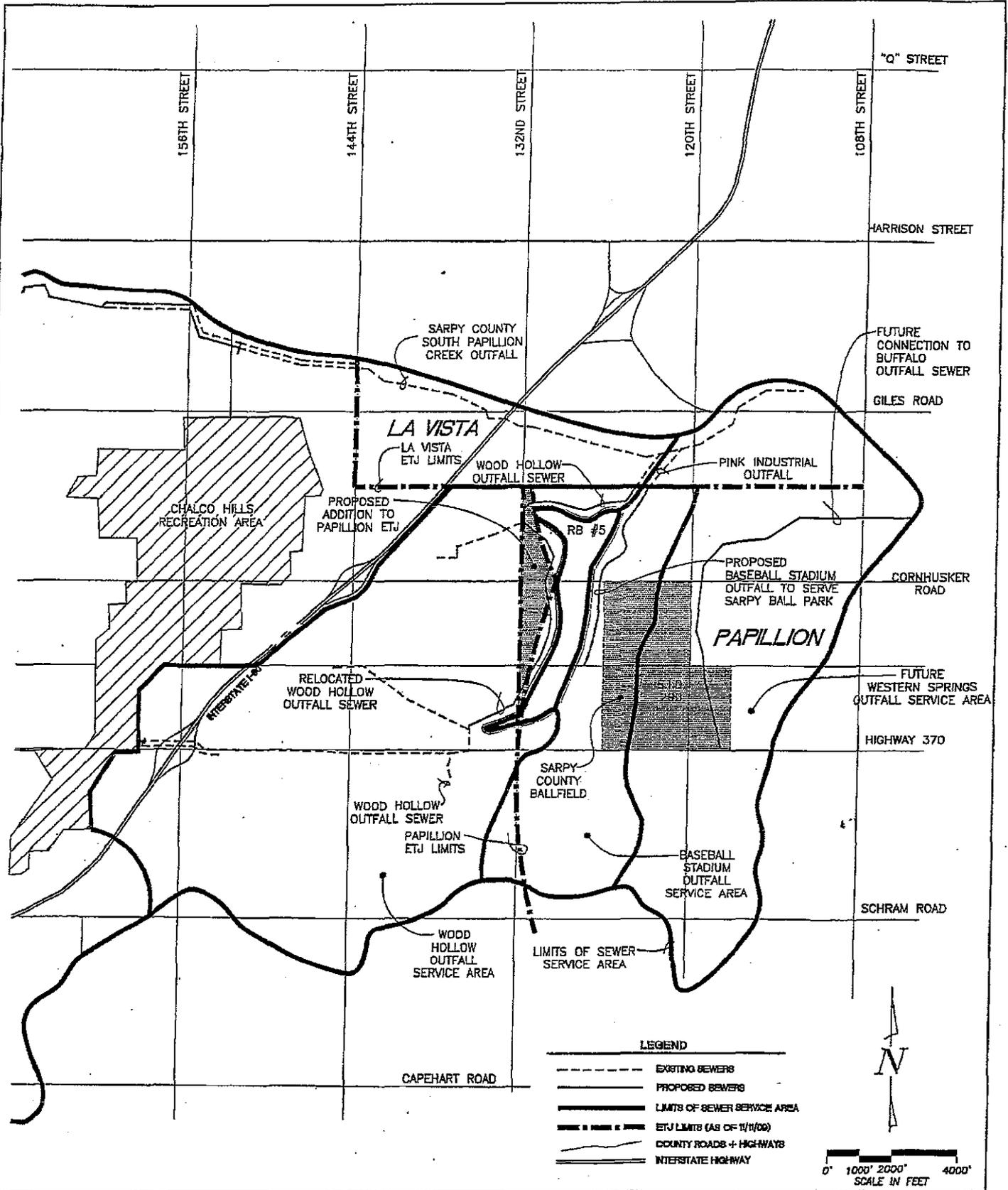
Approved as to form.

 County Attorney

Exhibit A



TD² THOMPSON, DREESSEN & DORNER, INC.
 Consulting Engineers & Land Surveyors
 10636 OLD MILL ROAD OMAHA, NEBRASKA 68154
 PHONE: 402.333.8800 FAX: 402.333.5805 EMAIL: TD2@TDCO.COM
 WEB: WWW.TDCO.COM

**SEWER AGREEMENT EXHIBIT
 SOUTH PAPIILLON CREEK SEWER SYSTEMS**

SARPY COUNTY NEBRASKA CITY OF PAPIILLON, NEBRASKA

scale:	AS SHOWN
date:	11-6-09
drawn by:	ASB
checked by:	ADB
revision:	11-11-09

JOB NO: 181-545 181545 SEWER AGREEMENT EXHIBIT 11-6-09.dwg

Exhibit "B"

The parcel legally described as:

Lot 1, Schewe Farms, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska.



THOMPSON, DREESSEN & DORNER, INC.

Consulting Engineers & Land Surveyors

February 24, 2010

Mayor and City Council Members
City of Papillion
c/o Mr. Dan Hoins, City Administrator
122 East Third Street
Papillion, NE 68046

RE: Baseball Stadium Outfall Sewer
TD² File No. 181-545.12

Robert E. Dreessen, P.E.	David H. Neef, L.S.
Ka "Kip" P. Squire III, P.E., S.E.	Ronald M. Koenig, L.S.
Douglas S. Dreessen, P.E.	Michael J. Smith, L.S.
Chris E. Dorner, L.S.	Troy J. Nissen, P.E., S.E.
Nelson J. Hymans, P.E.	Douglas E. Kellner, P.E.
James D. Warner, L.S.	Gary A. Norton, P.E.
Charles E. Riggs, P.E.	Brian L. Lodes, P.E. LEED AP
John M. Kottmann, P.E.	Kurtis L. Rohn, P.E.
Arthur D. Beccard, P.E.	Jeffrey L. Thompson, P.E.
Dean A. Jaeger, P.E.	Daren A. Konda, P.E.
Richard M. Broyles, L.S.	Michael T. Caniglia, L.S.
	Jeremy T. Steenhoek, P.E.
	Joshua J. Storm, P.E.

The following is an Engineer's Estimate of Construction Costs for the above referenced project:

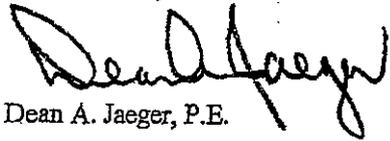
Item	Description	Approx. Quantity	Unit	Unit Price	Amount
1	Clearing and Grubbing	1	L.S.	\$5,000.00	\$5,000.00
2	Over Burden Excavation to Stockpile (Established Quantity)	60,000	C.Y.	\$2.00	\$120,000.00
3	Over Burden Backfill from Stockpile (Established Quantity), Compacted in place	35,000	C.Y.	\$2.50	\$87,500.00
4	Remove and Replace Top Soil (Established Quantity) (3,000 C.Y. moved twice)	6,000	C.Y.	\$3.00	\$18,000.00
5	16" PVC C905 SDR 18 Sewer Pipe w/Class IV Bedding, in place	518	L.F.	\$65.00	\$33,670.00
6	15" PVC SDR 35 Sewer Pipe w/Modified Class I Bedding, in place	600	L.F.	\$50.00	\$30,000.00
7	15" PVC SDR 35 Sewer Pipe w/Class I Bedding, in place	5,757	L.F.	\$40.00	\$230,280.00
8	8" PVC SDR 35 Sewer Pipe w/Class I Bedding, in place	187	L.F.	\$25.00	\$4,675.00
9	54" I.D. Standard Sanitary Manhole, in place	350	V.F.	\$300.00	\$105,000.00
10	Sanitary Manhole Drop Structure, in place	4	V.F.	\$500.00	\$2,000.00
11	412 lb Manhole Ring and Cover, in place	27	EA.	\$500.00	\$13,500.00
12	Tap Existing Manhole	1	EA.	\$10,025.00	\$10,025.00

13	Sand Diaphragm Seepage Filter, in place	130	TON	\$100.00	\$13,000.00
14	Crushed Rock, Unstable Trench, if required	500	TON	\$15.00	\$7,500.00
15	Geotextile Fabric, Unstable Trench, if required	700	S.Y.	\$2.00	\$1,400.00
16	Fabric Silt Fence, in place	2,830	L.F.	\$5.00	\$14,150.00
17	Install, Maintain, and Remove Diversion Berms	4,800	L.F.	\$4.00	\$19,200.00
18	Install, Maintain, and Remove Stabilized Construction Entrance	2	EA.	\$3,000.00	\$6,000.00
19	Seeding and Mulch, Temporary Mix, in place	40	AC.	\$1,000.00	\$40,000.00
20	Seeding and Mulch, Permanent Mix, in place	2	AC.	\$1,500.00	\$3,000.00
21	Rolled Erosion Matting, in place	11,500	S.Y.	\$4.00	\$46,000.00
22	Granular Surfacing, in place	30	TON	\$20.00	\$600.00

Total Estimated Construction Cost.	\$809,900.00
Estimated Engineering Design Cost	\$56,700.00
Estimated Construction Observation, Survey, Testing, Legal, Etc (6%)	\$48,600.00
Estimated Easement Cost	\$38,900.00
Total Estimated Project Cost	\$954,100.00

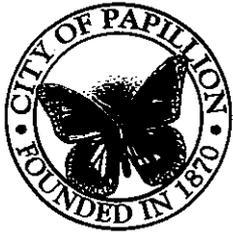
Sincerely,

THOMPSON, DREESSEN & DORNER, INC.



Dean A. Jaeger, P.E.

DAJ/bam



CITY OF PAPIILLION
David P. Black, Mayor
Beth McCarty, City Clerk
122 East Third Street
Papillion, Nebraska 68046
Phone 402-597-2021
Fax 402-339-0670
E-Mail: bmccarty@papillion.org

March 3, 2010

Deb Houghtaling
Sarpy County Clerk
1210 Golden Gate Dr.
Papillion, NE 68046

RE: Interlocal Cooperation Agreement – Sarpy County Baseball Stadium
Outfall Sewer

Dear Deb,

Enclosed please find two signed copies of the above referenced Interlocal Agreement, which was approved at the March 2, 2010, Papillion City Council meeting. I have included a copy of RES. R10-0038 for your records. Please return one fully executed copy to the undersigned.

Please contact me if you have any questions.

Sincerely,

Elizabeth McCarty
City Clerk
City of Papillion
122 East 3rd Street
Papillion, NE 68046

Enclosure

RESOLUTION NO. R10-0038

BE IT RESOLVED, by the Mayor and City Council of the City of Papillion that the Interlocal Agreement with Sarpy County for the construction, operation and maintenance of the entire Baseball Stadium Outfall Sewer is hereby approved.

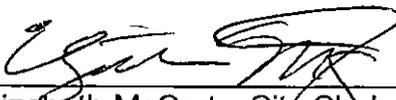
PASSED AND APPROVED this 2nd day of March, 2010.

CITY OF PAPIILLION



David P. Black, Mayor

Attest:



Elizabeth McCarty, City Clerk

(SEAL)

