

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING POST CONSTRUCTION STORM WATER
MANAGEMENT PLAN MAINTENANCE AGREEMENT AND EASEMENT FOR THE
SARPY COUNTY STADIUM PROJECT

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, a Post Construction Storm Water Management Plan Maintenance Agreement and Easement has been proposed with the City of Papillion to bring the Stadium site into compliance with the best management practices now applicable for the treatment of Storm Water runoff, and said Agreement is in the best interest of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT THE COUNTY OF SARPY, STATE OF NEBRASKA, that the Post Construction Storm Water Management Plan Maintenance Agreement and Easement for the Sarpy County Baseball Stadium Project, 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 Post Construction Storm Water Management Plan Maintenance Agreement and Easement 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 20th day of July, 2010.

Moved by Rich Jansen, seconded by Tom Richards, that the above

Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

Mark [Signature]
Smithbrecht
Tom Richard

none

Pat Thomas
Rusty Hite

ABSTAIN:

none

Approved as to form:

Debra J. Noughtaling
County Clerk



Deputy County Attorney

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN MAINTENANCE AGREEMENT AND EASEMENT

WHEREAS, The Property Owner recognizes that stormwater management facilities (hereinafter referred to as "the facility" or "facilities") must be maintained for the development called Sarpy County Ballpark located in the jurisdiction of the City of Papillion, Sarpy County, Nebraska; and,

WHEREAS, the Property Owner (whether one of more) is the owner of real property depicted on Exhibit "A" (hereinafter referred to as "the Property"), and,

WHEREAS, the City of Papillion (hereinafter referred to as "the City") requires and the Property Owner, or its administrators, executors, successors, heirs, or assigns, agree that the health, safety and welfare of the citizens of the City require that the facilities be constructed and maintained on the property, and,

WHEREAS, the Post Construction Stormwater Management Plan (hereinafter referred to as "PCSWMP"), be constructed and maintained by the Property Owner, its administrators, executors, successors, heirs, or assigns, and

NOW, THEREFORE, in consideration of the foregoing premises, the covenants contained herein, and the following terms and conditions, the property owner agrees as follows:

1. The facility or facilities shall be constructed by the Property Owner in accordance with the PCSWMP, which has been reviewed and accepted by the City of Papillion or its designee.
2. The Property Owner must develop and provide the "BMP Maintenance Requirements", attached here to as Exhibit "B", which have been reviewed and accepted by the City of Papillion or its designee. The BMP Maintenance Requirements shall describe the specific maintenance practices to be performed for the facilities and include a schedule for implementation of these practices. The Plan shall indicate that the facility or facilities shall be inspected by a qualified professional at least annually to ensure that it is operating properly.
3. The Property Owner, its administrators, executors, successors, heirs, or assigns, shall construct and perpetually operate and maintain, at its sole expense, the facilities in strict accordance with the attached BMP Maintenance Requirements accepted by the City of Papillion or its designee.
4. The Property Owner, its administrators, executors, successors, heirs, or assigns hereby grants permission to the City, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the City deems necessary. Whenever possible, the City shall provide notice prior to entry.

5. The Property Owner its administrators, executors, successors, heirs, or assigns, agrees that should it fail to correct any defects in the facility or facilities within time frame allowed in the issuance of written notice, or shall fail to maintain the structure in accordance with the attached BMP Maintenance Requirements and with the law and applicable executive regulation or, in the event of an emergency as determined by the City of Papillion or its designee in its sole discretion, the City of Papillion or its designee is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction as the City of Papillion or its designee deems necessary. The City of Papillion or its designee shall then recover from the Property Owner any and all costs the City of Papillion expends to maintain or repair the facility or facilities or to correct any operational deficiencies. Failure to pay the City of Papillion or its designee all of its expended costs, after forty-five days written notice, shall constitute a breach of the agreement. The City of Papillion or its designee shall thereafter be entitled to bring an action against the Property Owner to pay, or foreclose upon the lien hereby authorized by the agreement against the property, or both. Interest, collection costs, and attorney fees shall be added to the recovery.
6. The Property Owner shall not obligate the City of Papillion to maintain or repair the facility or facilities, and the City of Papillion shall not be liable to any person for the condition or operation of the facility or facilities.
7. The Property Owner, its administrators, executors, successors, heirs, or assigns, hereby indemnifies and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the City from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner or the City. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim. If any judgment or claims against the City, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith.
8. The Property Owner shall not in any way diminish, limit, or restrict the right of the City of Papillion to enforce any of its ordinances as authorized by law.
9. In case the ownership of the property transfers, the current Property Owner shall, within 30 working days of transfer of ownership, notify the City of Papillion Public Works Department of such ownership transfer. If the current owner fails to notify the City of Papillion Public Works Department of ownership transfer, the responsible party in this agreement will remain liable for all stormwater management costs and maintenance.
10. This Agreement shall be recorded with the Register of Deeds of Sarpy County, Nebraska and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors,

successors, heirs, or assigns, including any homeowners association and any other successors in interest.

IN WITNESS WHEREOF, the Property Owner (s) has/ have executed this agreement this day of _____, 2010.

SARPY COUNTY REPRESENTATIVE

<i>Joni Albrecht</i> Name
Chair Man Title
Joni Albrecht Signature

_____ Name
_____ Title
_____ Signature

ACKNOWLEDGMENT Approved as to form.

Nebraska)
State _____)
Sarpy)
County _____)

Michelle D. [Signature]

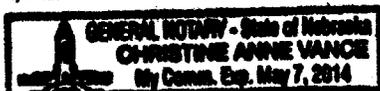
County Attorney

On this 20th day of July, 2010, before me, a Notary Public, in and for said County, personally came the above named: Joni Albrecht who is (are) personally known to me to be the identical person(s) whose name(s) is (are) affixed to the above instrument and acknowledged the instrument to be his, her (their) voluntary act and deed for the purpose therein stated.

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

Christine Anne Vance

Notary Public



Notary Seal

PROJECT NO: 009-0733
DRAWN BY: BFB
DATE: 4/23/10

DWG: F:\Projects\009-0733_LDVP\Exhibits\90733_SWPPP-DRN-BMPS.dwg
DATE: May 07, 2010 3:20pm XREFS: 90733_PBASE 90733_XBASE

USER: ebrighl
90733_DLR_BLDG 90733_LANDSCAPE

SARPY COUNTY BALLPARK
BMP LOCATION EXHIBIT

OLSSON
ASSOCIATES

1111 University Ave, Suite 111
Ft. Collins, CO 80526
TEL: 970.225.1000
FAX: 970.225.1000

EXHIBIT
A

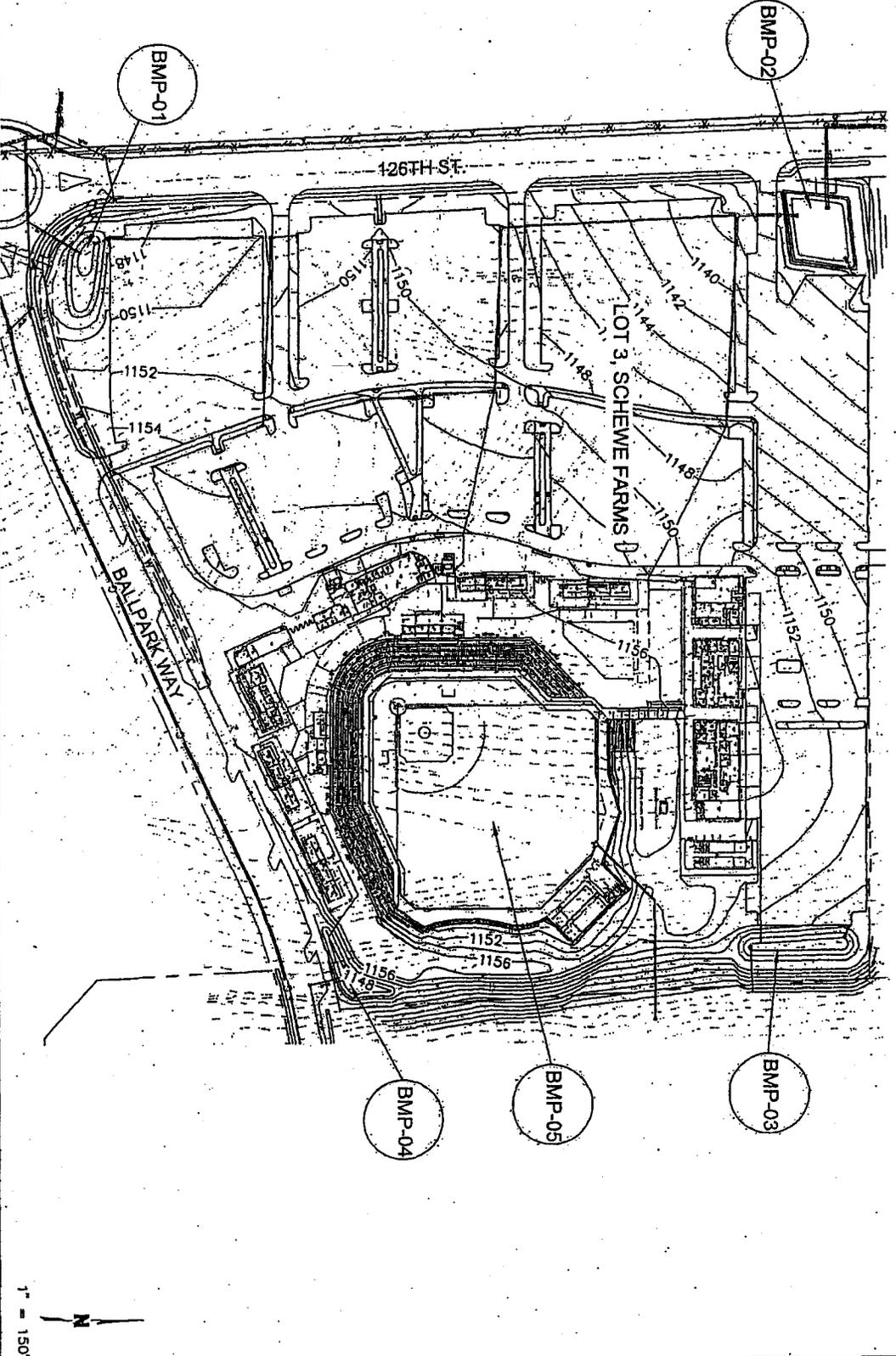


Exhibit "B"

BMP Maintenance Requirements

The project designer shall include the following information as part of Exhibit B of the Maintenance Agreement.

Name & Location

Project Name: Sarpy County Ballpark
 Address: 10801 S. 126th St., Papillion, NE
 PCWP Project Number: PAP20100205-1059-1
 PWD Grading Permit #: _____

Site Data

Total Site Area: 30.79 Acres
 Total Disturbed Area: 30.79 Acres
 Total Undisturbed Area: 0 Acres
 Impervious Area Before Construction: 0%
 Impervious Area After Construction: 72%

BMP Information

The designer shall provide, on the PCSMP plan set, the following information on post-construction stormwater BMPs:

BMP ID	TYPE OF BMP	State Plane Coordinates (N/E)	Longitude/Latitude
BMP-01	Retention	N:503983 E:2712184	
BMP-02	Retention	N:505121 E:2712134	
BMP-03	Retention	N:505085 E:2713255	
BMP-04	Retention	N:504394 E:2713305	
BMP-05	Retention	N:504558 E:2712965	

Note: Use the same naming convention for the BMPs that are used on the accepted plans and add rows if needed. Use either state plane coordinates or longitude/latitude.

Routine Maintenance and Tasks Schedule

The following tables outline recommended maintenance tasks and suggested frequencies for example BMPs. Delete the lists and tables that are not needed according to the types of BMPs within the development and edit the table according to your site specific conditions. BMPs may be added as well.

Inspection Reports should be completed and kept on file with the Inspector or Owner.

Bioretention/Maintenance Tasks and Schedule	
Task	Schedule
Remove trash and debris	Monthly
Check and repair any eroded areas	Monthly
Remulch any void areas	Monthly
Check vegetation and replace any damaged plant materials	Monthly
Inspect for ponding, washed out areas, soil conditions	Monthly
Perimeter mowing	Monthly
Inspect collection system for proper functioning	Quarterly
Apply new mulch	Annually
Weeding and Pruning	Annually
Replace poorly draining soil	As needed
Reseed grass swale or border	As needed
Repair broken pipes	As needed
Replace filtration rip rap that is choked with sediment	As needed
Remove sediment	As needed
Replace mulch	Every three years

Dry/Retention Basin/Pond Maintenance Tasks and Schedule	
Task	Schedule
Remove debris and trash from trash rack and side slopes	Monthly
Outlet/inlet inspection and cleanout	Monthly
Bank mowing and inspection/stabilization of eroded areas	Monthly
Forebay inspection and cleanout	Monthly - remove sediment every 7 years or when 50% of storage volume has been lost
Basin inspection and cleanout	Annually - remove sediment when 25% of storage volume has been lost
Remove woody vegetation along embankment	Annually
Inspect for structural damage	Annually
Inspect, exercise all mechanical devices	Annually
Repair broken pipes	As needed
Replace filtration riprap that has been choked with sediment	As needed
Security	As needed