

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AUTHORIZING CHAIRMAN TO SIGN POST-CONSTRUCTION
STORMWATER MANAGEMENT PLAN MAINTENANCE AGREEMENT AND
EASEMENT

WHEREAS, the State of Nebraska has enacted the Integrated Solid Waste Management Act, which, in Neb. Rev. Stat. §13-2023 (Reissue 2007), which requires Sarpy County to provide or contract for facilities and systems as necessary for the safe and sanitary disposal of solid waste and to enter into agreements as necessary and appropriate for the ownership and operation of a facility or system; and,

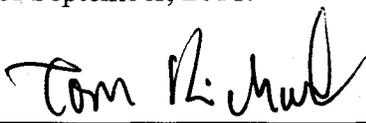
WHEREAS, Waste Connections of Nebraska, Inc., (hereinafter "WCI") has entered into an agreement for the construction and operation of a solid waste transfer station at the Sarpy County Landfill; and,

WHEREAS, the construction of the transfer station requires the development and maintenance of stormwater management facilities in order to comply with the standards and regulations in place for similar construction within Sarpy County.

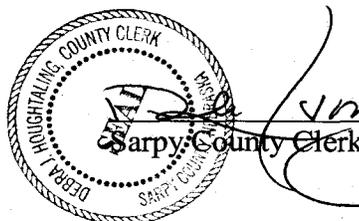
NOW, THEREFORE, BE IT RESOLVED by the Sarpy County Board of Commissioners that the Post-construction Stormwater Management Plan Maintenance Agreement and Easement for the solid waste transfer station at the Sarpy County Landfill, a copy of which is attached hereto, is hereby approved.

BE IT FURTHER RESOLVED that the Chairman, Clerk, County Administrator and County Attorney are to execute said Stormwater Management Plan Maintenance Agreement and Easement, and to take such further action as may be necessary to consummate the transactions contemplated therein.

The above and foregoing Resolution was duly approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on this 13th day of September, 2011.



 Chairman, Sarpy County Board



FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER

2011-22910

09/19/2011 2:18:43 PM

Lloyd J. Dowding

REGISTER OF DEEDS

COUNTER D C.E. D
VERIFY at D
PROOF _____
FEES \$ NIC
CHECK# _____
CHG _____ CASH _____
REFUND _____ CREDIT _____
SHORT _____ NGR _____



**THIS PAGE ADDED
FOR RECORDING
INFORMATION.**

**DOCUMENT STARTS ON
NEXT PAGE.**

LLOYD J. DOWDING

SARPY COUNTY REGISTER OF DEEDS

Steven J. Stastny, Deputy

1210 GOLDEN GATE DRIVE, STE 1109

PAPILLION, NE 68046-2895

402-593-5773

A

**Papillion Creek Watershed Partnership Applicant's Certification Form
For Post-Construction Stormwater Management Plan**

This certification form must be executed by the legal property owner (APPLICANT) and submitted with the PCSMP application package. The APPLICANT may submit the PCSMP application package or designate a representative to do so.

APPLICANT INFORMATION	
Business Name	SARPY COUNTY
Business Phone	402-593-1568
Alternate Phone	402-593-5957
Business Address	1210 GOLDEN GATE DRIVE PAPILLION NE 68046
	City State Zip Code
APPLICANT'S Name	
APPLICANT'S Email	
Project # Assigned by APPLICANT (if applicable)	

PCSMP DESIGNER	
THE SCHEMMER ASSOC. INC. GARY A. NORTON, P.E.	Business Name Designer's Name
1044 N. 115 TH ST, SUITE 300	GNORTON@SCHEMMER.COM
Address	Designer's Email
OMAHA, NE 68154	05945.002
City, State, Zip	Designer's Project #
402-493-4800	402-431-6370
Business Phone #	Alternate Phone #

CONSTRUCTION INSPECTOR	
THE SCHEMMER ASSOC. MATTHEW SUTTON, P.E.	Business Name Inspector's Name
1044 N. 115 TH ST, SUITE 300	MSUTTON@SCHEMMER.COM
Address	Inspector's Email
OMAHA, NE 68154	TBD
City, State, Zip	Inspector's Project #
402-493-4800	
Business Phone#	Alternate Phone #

Certification Statement

"I hereby request – as the legal property owner – to act as APPLICANT for the proposed project defined within the Post Construction Stormwater Management Plan Application and the associated supporting documentation completed by myself or the PCSMP Designer indicated below. Further, I certify, under penalty, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment for knowing violations."

Tom Richards, Sarpy County Board Chairman
 Print APPLICANT'S Name:
 Tom Richards
 APPLICANT'S Signature:

9/13/2011
 Date:

**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 _____; located in the jurisdiction of Sarpy County, Nebraska; and, Sarpy County Transfer Station

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

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

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

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 County 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 County 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 PCSWMP and the BMP Maintenance Requirements shall indicate that the facility or facilities shall be inspected by a professional qualified in stormwater BMP function and maintenance at least annually to ensure that it is operating properly. A written record of inspection results and any maintenance work shall be maintained and available for review by the County within 24-hours of request.
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 County or its designee.
4. The Property Owner, its administrators, executors, successors, heirs, or assigns hereby grants permission to the County, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the County deems necessary. The County shall provide the Property Owner copies of the inspection findings and a directive to commence with the repairs

if necessary. The County will require the Property Owner to provide, within 7 calendar days, a written response addressing what actions will be taken to correct any deficiencies and provide a schedule of repairs within a reasonable time frame. Whenever possible, the County shall provide notice prior to entry. The County shall indemnify and hold the Property Owner harmless from any damage by reason of the County's negligent or intentional acts during such entry upon the property.

- 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 reasonable time frame agreed to in the response by the Property Owner for corrective actions, 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 County or its designee in its sole discretion, the County or its designee is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction as the County or its designee deems necessary. Notwithstanding the foregoing, the County shall indemnify and hold the Property Owner harmless from any damage by reason of the County's negligent or intentional acts during such entry upon the property.

The County or its designee shall have the right to recover from the Property Owner any and all reasonable costs the County expends to maintain or repair the facility or facilities or to correct any operational deficiencies subject to the provisions of the immediately preceding sentence relating to negligence or intentional acts of the County. Failure to pay the County or its designee all of its expended costs, after sixty days written notice, shall constitute a breach of the agreement. The County 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 this agreement against the property, or both. Interest, collection costs, and reasonable attorney fees shall be added to the recovery to the successful party.

- 6. The Property Owner shall not obligate the County to maintain or repair the facility or facilities, and the County 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 County and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the County from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner. In the event a claim is asserted against the County, its authorized agents or employees, the County shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim unless due solely to the negligence of the County in which event the County shall be required to defend any such suit at its own expense. Notwithstanding the foregoing, if any claims are made against both the County and the Property Owner, each will be required to defend any such suit or claim against it at its own expense.

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Each shall be responsible for payment of any recovery to the extent determined in such suit. If any judgment or claims against the County, its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith except to the extent of the negligence or intentional act of the County.

- 8. The Property Owner shall not in any way diminish, limit, or restrict the right of the County to enforce any of its regulations or ordinances as authorized by law.
- 9. 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 or business association and any other successors in interest.

IN WITNESS WHEREOF, the Property Owner (s) has/have executed this agreement this day of 13th, 2011.

13th September **INDIVIDUAL and/or PARTNERSHIP**

Tom Richards
Name

Chairman
Title

Tom Richal
Signature

Name

Title

Signature

Name

Title

Signature

Name

Title

Signature

ACKNOWLEDGMENT

Nebraska)
State

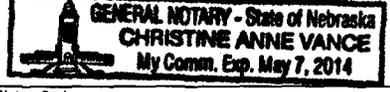
Sarpy)
County

On this 13th day of September, 2011 before me, Tom Richards a Notary Public, in and for said County, personally came the above named: _____ 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

EXHIBIT "A"

F



LEGAL DESCRIPTION

PART OF THE NE1/4 OF SECTION 15-13-11, SARPY COUNTY, NE

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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 Transfer Station

Address: 15100 South 156th Street

PCWP Project Number: SAR20110608-1199-2

PWD Grading Permit #: _____

Site Data

Total Site Area: 6.8 Acres (Lease limits)

Total Disturbed Area: 3.7 Acres

Total Undisturbed Area: 3.1 Acres

Impervious Area Before Construction: 16%

Impervious Area After Construction: 22%

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
DP-1	Extended Dry Detention Pond		N 41 05 50.5 / W 96 09 30.1

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.

Dry Detention 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

Sarpy County Board of Commissioners

1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046-2895
593-4155

www.sarpy.com

ADMINISTRATOR Mark Wayne

DEPUTY ADMINISTRATOR Scott Bovick

FISCAL ADMIN./PURCHASING AGT. Brian Hanson



COMMISSIONERS

Rusty Hike District 1
Jim Thompson District 2
Tom Richards District 3
Jim Nekuda District 4
Jim Warren District 5

MEMO

September 13, 2011

TO: Sarpy County Board of Commissioners

FROM: Scott Bovick, Deputy County Administrator

RE: Resolution to approve Transfer Station Post Construction Stormwater Management Plan (PCSWP) Maintenance Agreement and Easement

Sarpy County is a member of the Papillion Creek Watershed Partnership which regulates stormwater in the Omaha metropolitan area. The Sarpy County Transfer Station is subject to the partnership's regulations and must adopt a Post Construction Stormwater Management Plan.

Per the County's contract with Waste Connections, they are responsible for the development, implementation, and on-going maintenance of the plan and improvements for the life of the contact. Waste Connections' engineer has prepared the plan and it has been approved by the partnership.

It is necessary for the Board to now pass the Resolution certifying the County as the owner of the property and accepting the plan as a permanent easement against the property.

Please let me know if you have any questions. Thank you.



Scott Bovick, Deputy County Administrator

Cc: Deb Houghtaling
Mark Wayne
Mike Smith
Duwane Brigman