

12/00/321

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

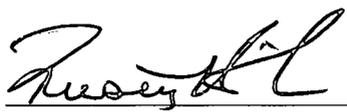
RESOLUTION APPROVING INTERLOCAL AGREEMENT WITH THE CITY OF BELLEVUE, NEBRASKA FOR SANITARY SEWER SERVICE TO SOUTHEAST SARPY COUNTY

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

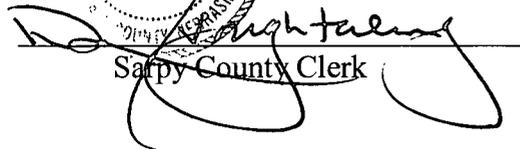
WHEREAS, an Agreement pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 to 827 (Reissue 2007), has been proposed with the City of Bellevue, Nebraska as the first part of a process to provide for sanitary sewer service in an area of southeast Sarpy County, as shown on Exhibit "A" of said Agreement attached hereto.

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 2007), between the County of Sarpy, Nebraska, the City of Bellevue, Nebraska, concerning sanitary sewer service to a portion of southeast Sarpy County, a copy of which is attached hereto, is hereby approved.

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 21st day of August, 2012.



Chairman, Sarpy County Board

Sarpy County Clerk

**INTERLOCAL COOPERATION AGREEMENT
FOR THE CONSTRUCTION OF A WASTERWATER SYSTEM FOR SOUTHEAST SARPY
COUNTY**

This Interlocal Cooperation Agreement is by and among The County of Sarpy, Nebraska (the “County”) and the City of Bellevue, Nebraska (“Bellevue”).

WHEREAS, the County and Bellevue (each a “Party” and, collectively, the “Parties”) is a political subdivision, duly created and validly existing under the laws of the State of Nebraska; and

WHEREAS, the Parties hereto are desirous of entering into an agreement (a) to construct a wastewater system to serve a portion of southeast Sarpy County, as shown on Exhibit “A” hereto, and to accommodate future wastewater needs not included in the area designated in Exhibit “A” (the “Project”), in order to promote public health, safety and welfare of the County and Bellevue, and (b) to finance the costs thereof; and

WHEREAS, pursuant to the Interlocal Cooperation Act (Section 13-801, *et seq.* Reissue Revised Statutes of Nebraska, as amended, the “Act”), the Parties wish to permit their local government units to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Act allows the creation of a joint entity by the Parties for the exercise of any power or powers, privileges, or authority granted by law to a public agency (as defined in the Act) jointly with any other public agency; and,

WHEREAS, pursuant to the County Industrial Sewer Construction Act (Section 23-3601 *et seq.* Reissue Revised Statutes of Nebraska, as amended), the County wishes to exercise the authority granted it to construct and operate infrastructure necessary to attract and retain commercial or industrial businesses.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES, PURSUANT TO THE NEBRASKA INTERLOCAL COOPERATION ACT AS FOLLOWS:

1. The Parties hereby create a joint entity to be named the Southeast Industrial Sewer Authority (the “Entity”). The Entity shall be subject to control by the Parties in accordance with the terms of this Agreement. The Entity’s existence shall commence upon the execution and delivery of this Agreement and shall terminate on the date as provided herein. The Entity shall have only such powers as shall be specified by this Agreement which powers shall be exercised as provided by this Agreement.

2. The governing body of the Entity shall consist of one (1) representative from each Party appointed by the governing body of the Party. Each such representative shall serve at the pleasure of the appointing Party and shall serve until a successor is appointed by the Party.
3. The Entity shall give public notice of any meeting of its governing body pursuant to Section 84-1411, Reissue Revised Statutes of Nebraska, as amended, by publication of the same in the Bellevue Leader and maintaining an agenda in the office of the Bellevue City Clerk which shall be available for inspection by the public. All meetings shall be conducted in accordance with the provisions of Section 84-1401, *et seq.*, Reissue Revised Statutes of Nebraska, as amended.
4. Each representative shall have one vote on matters before the Entity and all actions of the Entity shall be by unanimous vote of the representatives.
5. The purpose of this Agreement is to (a) to construct a wastewater system to serve a portion of southeast Sarpy County, as shown on Exhibit "A" hereto, and to accommodate future wastewater needs not included in the area designated in Exhibit "A", (b) to allocate to the Parties the costs of the Project and (c) to provide an entity through which the costs of the Project are financed. An itemized estimate of the Project costs is attached hereto as **Exhibit "B"** The allocation of costs between the Parties shall be agreed upon at a future date.
6. The Entity shall have the following powers:
 - A. To incur debts, liability or obligation, including the borrowing of money and the issuance of bonds, secured or unsecured, pursuant to the Act for the purpose of paying the costs of constructing and financing the Project;
 - B. To make and execute contract and other instruments necessary or convenient to the exercise of the powers set forth in 6.A. above;
 - C. To contract with and compensate consultants for professional services in connection with the exercise of the powers set forth in 6.A. above including, but not limited to, lawyers, accountants, underwriters, financial advisors and others found necessary, useful or convenient to the exercise of the powers set forth in 6.A. above;
 - D. To borrow money or accept contributions, grants, or other financial assistance from a public agency and to comply with such conditions and enter into such contracts, covenants, mortgages, trust indentures, leases or agreements as may be necessary, convenient or desirable; in connection with financing the Project; and

- E. To invest any funds held in reserve or sinking funds, or any funds not required for immediate disbursement, including the proceeds from the sale of any bonds or other obligations of the Entity, in such obligations, securities and other investments as the Board shall deem proper.
7. The Parties hereto agree that the County shall serve as agent for the Entity with respect to the construction of the Project. Except as otherwise provided, the County shall: (a) have the necessary plans for the Project prepared by an independent engineer as agreed upon by the Parties.(the “Independent Engineer”); (b) prepare bid specifications for any necessary contracts or subcontracts; (c) let and enter into such contracts or subcontracts as necessary to complete the construction of the Project; (d) inspect the work performed under such subcontracts; (e) accept the finished work if and when appropriate; and (f) authorize the payment of the costs of the Project on a regular basis as said costs accrue. The County shall, in its sole discretion, be responsible for acquiring, holding and disposing of all real and personal property used in and during this undertaking.
8. The Parties shall designate the a Project Engineer/Manager with respect to the Project. The Project Engineer/Manager shall interpret and construe the Project contract documents, including but not limited to the plans, state standards, specifications, and designs, and addenda to those documents (if any) reconciling any apparent or alleged conflicts or inconsistencies therein. All of the work ordered, made or done pursuant to this Project, and all details thereof shall be subject to the approval of the Project Engineer/Manager. The Project Engineer/Manager shall be the final arbiter and shall determine whether any and all performance of work, workmanship, quality of materials, and/or acceptability of work, whether in progress or as the completed Project, is in accordance with the Project contract documents. The decisions of the Project Engineer/Manager on all questions shall be final, conclusive and binding.
9. The County shall insure that all contractors performing work for the Project shall furnish a performance bond to the Parties as protection of the Parties’ interests herein. Said performance bond shall be in such form, amounts, and conditions as may be satisfactory to the County, and shall remain in full force and effect until acceptance of the construction, improvement and work by the County. Said performance bond shall further provide for the prompt, good, faithful, sufficient and complete performance of the contract, construction, improvement and work, all according to plans and specifications. Said good and faithful performance by contractor shall include but not be limited to compliance by contractor with all applicable laws, including but not limited to payment for all materials, labor equipment and rentals, and for payment of

unemployment insurance premiums to the Department of Labor of the State of Nebraska as such payments may be required by State law.

10. All contracts or agreements with any other parties occasioned by this Agreement (hereinafter “Ancillary Agreements”) shall be made and entered into by the County pursuant to Paragraph 7 of this Agreement. The County shall require that any party to any such Ancillary Agreement shall comply with all Federal and State laws, County resolutions and/or other rules or regulations which may apply to the Project. Each such Ancillary Agreement shall also require full and faithful performance of all construction, improvement and work, all according to the plans and specifications for the Project. The County shall, in each Ancillary Agreement, provide for partial payments to contractor(s) only upon completion and certification of such work by the Project Engineer/Manager or certification is accepted by the Independent Engineer. Final payment for construction, improvement and work shall only be made upon completion and certification of the Project by the Independent Engineer. The County agrees, promises, and warrants that it will require all contractors to agree, stipulate, promise, and warrant that all work, material and equipment furnished, labor employed, workmanship, material, and supplies necessary for the completion of the Project shall be completely installed and delivered to the County free and clear of any liens, encumbrances, claims and demands of any type or kind, including but not limited to patent infringements, demands, expenses, or any other liabilities of whatever type or kind.
11. Except as may be provided for in subsequent agreements between the Parties, the County shall control and manage the Project after the completion of the construction of the Project pursuant to and in the same manner as a sewerage disposal system constructed and maintained pursuant to the County Industrial Sewer Act.
 - A. Connection fees shall be determined in amount to recover the cost of the construction and finance of the Project from the users of the Project in a manner designed to equitably spread the cost of the Project among all users of the Project. Any and all such connection fees shall be collected by the City of Bellevue at the time of platting and the issuance of building permits in the area served by the Project. Such fees shall be applied to any outstanding indebtedness, in the manner described in paragraph 14 herein.
 - B. In the event that the sum of the connection fees collected exceeds the outstanding debt for the Project, any subsequent connection fees may only be used to improve or upgrade the Project, or, upon agreement of the Parties, to provide sanitary sewer service to areas outside of the area of the Project.

C. Use fees shall be charged against all users of the Project for the ongoing use of the Project facilities, as may be agreed upon by the Parties. Said charges shall be in an amount that is sufficient to pay the actual and projected cost of operating the Project including the cost of maintaining the Project facilities and for the cost of processing of the effluent from the Project. Said fees shall be collected by the County.

D. In the event that Bellevue annexes any portion of the Project area, Bellevue shall assume a portion of the assets of the Project, separate and apart from any interest in the joint entity created by this Agreement, in the manner allowed under the County Industrial Sewer Act.

12. By the execution and delivery of this Agreement, each Party obligates itself to pay its allocated share of the costs of the Construction of the Project, **as may be agreed upon in subsequent agreements between the Parties** by (a) direct appropriations to the Entity by the Party or (b) to the extent not paid by direct appropriations to the Entity, by the payment of the principal of, premium, if any, and interest on the allocation of the Bonds (hereinafter defined) to be issued by the Entity to pay the costs of the Project in accordance with the terms and conditions of this Agreement. Each Party shall receive credit against the obligation of such Party as set forth **in such future agreements and** for costs and expenses of the Project advanced prior to the date of execution and delivery of such future agreements.
13. To pay the costs of the Project, the Entity shall be and hereby is authorized and may from time to time by resolution issue its bonds or other obligations by the governing body of each Party. By resolution of the Entity, Bonds of the Entity may also be issued to refund Bonds (including an advance refunding as defined in the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder) of any Series previously issued by the Entity then outstanding and unpaid without further authorization or approval by the governing body of the Party on whose behalf such Series of Bonds have been issued.
14. All amounts received by or allocated to any Party from federal or state sources for activities included, in whole or in part, in the Project (collectively, the "Assistance Funds") shall be aggregated and allocated among the Parties in proportion to the total allocation of expenses to each Party by agreement of the Parties, as the same may be amended from time to time in accordance with the provisions of this Agreement. Assistance Funds allocated to a Party are hereinafter referred to as "[Name of Party] Assistance Funds." Each Party shall apply its Assistance Funds, first, (a) to the payment of the principal of and interest on the Series of Bonds issued to pay its share of the costs of the Project for so long as any Bond of such Series is

outstanding and unpaid under the resolution authorizing its issuance, and, second, to the direct payment of the costs of the Project allocation to such Party.

15. The Parties hereto acknowledge, stipulate, and agree that this Agreement shall not relieve any public agency of any obligation or responsibility imposed upon it by law.
16. Each Party declares and affirms that no officer, member, or employee, and no member of its governing body, and no other public official of such Party who exercises any functions or responsibilities in the review or approval of the undertaking described in this Agreement, or the performing of the obligations of any Party pursuant to this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or any partnership or association in which he or she is directly or indirectly interested; nor shall any employee nor any member of the governing body of such Party, have any interest, direct or indirect, in this Agreement or the proceeds thereof.
17. It is understood and agreed by the Parties hereto that if any part, term, condition or provision of this Agreement is held to be illegal or in conflict with any law of this State or of the United States, the validity of the remaining parts, terms, conditions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term, condition or provisions held to be invalid.
18. This Agreement shall continue until the latest of (a) one (1) year following the date of completion of the construction of the Project, (b) the date upon which all obligations of the Entity have been paid and discharged in accordance with the terms and conditions of the resolution, contract or other instrument creating such obligation, (c) such date as shall be determined by mutual agreement of the Parties, or (d) if Bellevue shall fail to obtain approval pursuant to Neb. Rev. Stat. §77-27,142.02. No Party shall have the right to withdraw from the Entity or to modify, amend or alter its obligations hereunder prior to the termination of this Agreement unless approved by the governing body of each Party.
19. Upon Bellevue receiving the approval required by Neb. Rev. Stat. §77-27,142.02, the Parties anticipate entering into a future agreement or agreements in order to design, construct and operate the Project, and to allocate the costs between the Parties.

IN WITNESS WHEREOF, we, the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 21st day of August, 2012.



(Seal)

THE COUNTY OF SARPY, NEBRASKA

ATTEST:

Debra J. Noughtaling
Sarpy County Clerk

By: *Russell H. L.* 8/21/12
Chair, County Board of Commissioners

Approved as to form and content

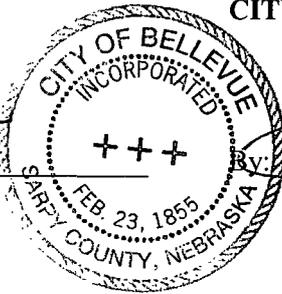
Mark A. [Signature]
Deputy County Attorney

CITY OF BELLEVUE, NEBRASKA

(Seal)

ATTEST:

Kay Dammas
City Clerk



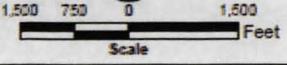
By: *Steve Sanders*
Mayor

Approved as to form and content

[Signature]
City Attorney

EX A

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- Legend**
- New Road Construction
 - ▭ Bellevue Industrial Park Development Areas



**Bellevue Industrial Park
Proposed Development Areas - A, B, & C**

Sanitary Sewer Service Preliminary Concepts - July 2012

DATE	July 2012
FIGURE	1

Table 2 Opinion of Capital Costs for Subarea A1 Lift Station

Description	Unit	Est. Quantity	Est. Unit Price	Total 2012 Dollars, Rounded	Assumptions and Comments
Development Subarea A1					
Duplex 34 HP, Nominal 800 GPM Submersible Pumps	Lump Sum	2	\$ 25,000	\$ 50,000	Includes power cable, stainless steel guide rails, and mounting accessories. Pump HP based on Flygt pump and set up for dual 230V/460V service.
Pump Control Panel and Controls	Lump Sum			\$40,000	Assumes external above grade mounting and pump level controls; soft-start pump control; does not include any remote telemetry provisions.
Standby Generator Set, 125 KW	Lump Sum			\$ 58,000	Diesel driven, including battery, charger, muffler, automatic transfer switch, day tank, \$2,000 allowance for external cover, and \$5000 allowance for foundation pad.
Electrical Feed, Load Panel, and Connections	Lump Sum			\$ 23,000	Assumes 15% of summation of above equipment costs.
Wetwell Concrete Structure	Lump Sum			\$ 30,000	Assumes 8-FT diameter x 17 FT deep precast concrete manhole with top slab, vent, and interior corrosion coating. Wetwell depth assumes maximum straight run of 3,000 LF of 12 IN gravity sanitary sewer pipe at 0.22% slope, starting at elevation 957.0 to wetwell; bottom of wetwell at elevation 953.0 and top of wetwell at elevation 963.5 for a 1.5-FT exposure above grade.
Valve and Metering Vault Structure	Lump Sum			\$ 15,000	Assumes cast-in-place concrete structure.
Lift Station and Valve Vault Piping	Lump Sum			\$ 22,200	Assumes 2 check valves, 2 plug valves, magnetic flow meter, and 6-IN connective piping and fittings.
Double Leaf Aluminum Access Hatches	EA	2	\$ 3,250	\$ 6,500	For pump and valve maintenance access
Lift Station Sitework	Lump Sum			\$ 10,000	Includes perimeter 8-FT high chain link fencing, crushed rock surfacing, and misc. sitework
8-IN IPS HDPE DR 11 Force Main	LF	2,700	\$ 35	\$ 94,500	Includes excavation and backfill
12-IN Steel Casing, Bored and Jacked Across Harlan Lewis Road	LF	100	\$ 490	\$ 49,000	Includes two pits
Misc. seeding and sitework	Lump Sum			\$ 10,000	Nominal allowance
Mobilization/Demobilization	Lump Sum			\$ 15,000	Nominal allowance
Subtotal				\$ 423,200	
Contingencies				\$ 63,000	
Engineering				\$ 73,000	
Total for Subarea A1, Rounded Up				\$ 560,000	

Ex. B

Table 3 Opinion of Capital Costs for Subareas A2/A3 Lift Station

Description	Unit	Est. Quantity	Est. Unit Price	Total 2012 Dollars, Rounded	Assumptions and Comments
Development Subareas A2 and A3 Combined					
Duplex 34 HP, 1,400 GPM Submersible Pumps	Lump Sum	2	\$ 25,000	\$ 50,000	Includes power cable, stainless steel guide rails, and mounting accessories. Pump HP based on Flygt pump and set up for dual 230V/460V service.
Pump Control Panel and Controls	Lump Sum			\$ 40,000	Assumes external above grade mounting and pump level controls; soft-start pump control; does not include any remote telemetry provisions.
Standby Generator Set, 125 KW	Lump Sum			\$ 58,000	Diesel driven, including battery, charger, muffler, automatic transfer switch, day tank, \$5,000 allowance for external cover, and \$15,000 allowance for foundation pad.
Electrical Feed, Load Panel, and Connections	Lump Sum			\$ 23,000	Assumes 15% of summation of above equipment costs.
Wetwell Concrete Structure	Lump Sum			\$ 35,000	Assumes 8-FT diameter x 22 FT deep precast concrete manhole with top slab, vent, and interior corrosion coating. Depth assumes open ditch crossing at I.E. 948 + 2,025 LF W to E run of 18 IN gravity sanitary sewer pipe at 0.12% slope to wetwell; bottom of wetwell at elevation 941.5; top of wetwell at 963.5 for 1.5 FT wetwell exposure above grade.
Valve and Metering Vault Structure	Lump Sum			\$ 15,000	Assumes cast-in-place concrete structure.
Lift Station and Valve Vault Piping	Lump Sum			\$ 28,200	Assumes 2 check valves, 2 plug valves, magnetic flow meter, and connective 8-IN piping and fittings.
Double Leaf Aluminum Access Hatches	EA	3,250	\$ 2	\$ 7,000	For pump and valve maintenance access
Lift Station Sitework	Lump Sum			\$ 10,000	Includes perimeter 8-FT high chain link fencing, crushed rock surfacing, and misc. sitework
10-IN IPS HDPE DR 11 Force Main	LF	3,000	\$ 42	\$ 126,000	Includes excavation and backfill; <u>Harlan Lewis Road crossing included with B1/C1 Lift Station estimate below</u>
Misc. seeding and sitework	Lump Sum			\$ 12,000	Nominal allowance
Mobilization/Demobilization	Lump Sum			\$ 15,000	Nominal allowance
			Subtotal	\$ 419,200	
			Contingencies	\$ 63,000	
			Engineering	\$ 72,000	
			Total for Subarea A2 and A3 Combined, Rounded Up	\$ 555,000	

Table 4 Opinion of Capital Costs for Subareas B1/C1 Lift Station

Description	Unit	Est. Quantity	Est. Unit Price	Total 2012 Dollars, Rounded	Assumptions and Comments
Development Subareas B1 and C1 Combined					
Duplex 20 HP, 1,600 GPM Submersible Pumps	Lump Sum	2	\$ 18,000	\$ 36,000	Includes power cable, stainless steel guide rails, and mounting accessories. Pump HP based on Flygt pump and set up for dual 230V/460V service.
Pump Control Panel and Controls	Lump Sum			\$ 30,000	Assumes external above grade mounting and pump level controls; soft-start pump control; does not include any remote telemetry provisions.
Standby Generator Set, 100 KW	Lump Sum			\$ 55,100	Diesel driven, including battery, charger, muffler, automatic transfer switch, day tank, \$2,000 allowance for external cover, and \$5000 allowance for foundation pad.
Electrical Feed, Load Panel, and Connections	Lump Sum			\$ 19,000	Assumes 15% of summation of above equipment costs.
Wetwell Concrete Structure	Lump Sum			\$ 30,000	Assumes 8-FT diameter x 18 FT deep precast concrete manhole with top slab, vent, and interior corrosion coating. Depth assumes 5,700 LF W to E run of 18 IN gravity sanitary sewer pipe starting at I.E. 962.5 at 0.12% slope to wetwell; bottom of wetwell at elevation 951.5; top of wetwell at elevation 969.5 for 1.5 FT exposure above grade.
Valve and Metering Vault Structure	Lump Sum			\$ 15,000	Assumes cast-in-place concrete structure.
Lift Station and Valve Vault Piping				\$ 28,200	Assumes 2 check valves, 2 plug valves, magnetic flow meter, and connective 8-IN piping and fittings.
Double Leaf Aluminum Access Hatches	EA	3,250	\$ 2	\$ 7,000	For pump and valve maintenance access
Lift Station Sitework	Lump Sum			\$ 10,000	Includes perimeter 8-FT high chain link fencing, crushed rock surfacing, and misc. sitework
12-IN IPS HDPE DR 11 Force Main	LF	5,550	\$ 56	\$ 310,800	Includes excavation and backfill
16-IN Steel Casing, Bored and Jacked Across Highway 34	LF	200	\$ 510	\$ 102,000	Larger casing required if pipe material changes.
Directional Drilling Beneath Papillion Creek	LF	750	\$ 275	\$ 206,250	
16-IN Steel Casing, Bored and Jacked Across Harlan Lewis Road	LF	100	\$ 510	\$ 51,000	
New Terminus Riser Structure at 9-FT x 9-FT Interceptor Sewer Box	Lump Sum			\$ 15,000	Nominal allowance
Misc. seeding and sitework	Lump Sum			\$ 22,000	Nominal allowance
Mobilization/Demobilization	Lump Sum			\$ 25,000	Nominal allowance
			Subtotal	\$ 962,350	
			Contingencies	\$ 144,000	
			Engineering	\$ 166,000	
			Total for Subarea B1 and C1 Combined, Rounded Up	\$ 1,273,000	