

13/000344

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING FIRST AMENDMENT TO INTERLOCAL AGREEMENT WITH
THE CITY OF PAPIILLION 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, Sarpy County entered into an Agreement pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 to 827 (Reissue 2007), which addressed issue for sanitary sewer service within the South Papillion Creek Outfall drainage basin, said Agreement approved by this Board by Resolution 2010-067; and,

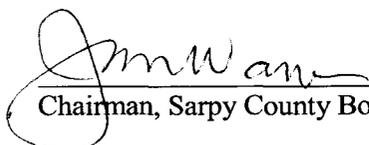
WHEREAS, the Parties to said Agreement wish to modify certain provision to address changes regarding zoning jurisdiction, to reflect the actual costs of construction and to clarify certain provisions of said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT THE COUNTY OF SARPY, STATE OF NEBRASKA, that the First Amendment to the Interlocal Cooperation Agreement between the County of Sarpy, Nebraska and 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.

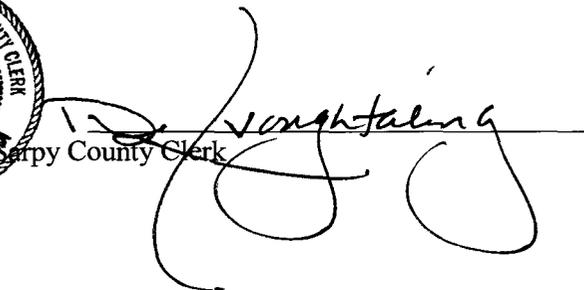
BE IT FURTHER RESOLVED that the Chairman and Clerk are hereby authorized to sign said Interlocal Agreement on behalf of Sarpy County, and to take such other action as may be necessary to consummate the transaction contemplated by said agreement.

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 19th day of February, 2013.

March


Chairman, Sarpy County Board




Sarpy County Clerk

Deb Houghtaling Sarpy County Clerk

Renee Lansman
Chief Deputy

1210 Golden Gate Drive • Papillion, Nebraska 68046-2895
Phone: 402-593-2105 • Fax: 402-593-4471 • Website www.Sarpy.com • Email: Clerk@sarpy.com

March 20, 2013

Elizabeth Butler
City of Papillion Clerk
122 East Third Street
Papillion, NE 68046

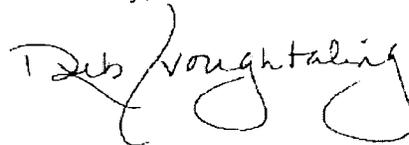
RE: Sanitary Sewer Service to Sarpy County Stadium Project First Amendment

Please find enclosed two (2) originals of the amendment requiring execution signatures.

After you have obtained the signatures, please provide one original for Sarpy County records.

Mail to: Sarpy County Clerk
Attn: Chris Vance
1210 Golden Gate Dr.
Papillion NE 68046-2895

Sincerely,



Deb Houghtaling
Sarpy County Clerk

Enclosures (2)
DJ/kk

FIRST AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT

THIS FIRST AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT, made this ___ day of ___, 2013 by and between the COUNTY OF SARPY, NEBRASKA (“County”) and the CITY OF PAPIILLION, a municipal corporation of the State of Nebraska (“Papillion”) (collectively the “Parties”), amends and modifies the Interlocal Cooperation Agreement between the Parties, adopted by RES 10-0038 and entered into by the parties on March 2, 2010 (“Agreement”).

WHEREAS, the Parties entered into the Agreement to facilitate the construction of a sanitary outfall sewer by Papillion to the Baseball 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 County permanent flowage rights in sewers east of the basin served by the Baseball Stadium Outfall; and

WHEREAS, pursuant to the Agreement County agreed to cede jurisdiction of zoning and platting rights for the property East of 132nd Street, North of Highway 370, and more than one-half (½) mile South of Giles Road to Papillion; and

WHEREAS, Neb. Rev. Stat. § 13-327 specifically precluded the County from ceding jurisdiction to Papillion any land within one-half (½) mile of another city’s extraterritorial zoning jurisdiction; and

WHEREAS, pursuant to Resolution #2011-357 Ceding Jurisdiction Of Land To City Of Papillion, adopted by the County on October 25, 2011, the County ceded only that portion of the requested property which begins at Cornhusker Road and continues south and was one-half (½) mile outside of the City of La Vista’s extraterritorial zoning jurisdiction; and

WHEREAS, the Parties desire to replace those provisions and/or exhibits in the Agreement referencing the originally agreed upon ceding area and the proposed cost of the Outfall Sewer Project with such provisions and/or exhibits that illustrate the property actually ceded to Papillion and the actual cost of the sewer project; and

WHEREAS, in light of future development the Parties desire to amend the Baseball Stadium drainage basin sewer fee collection provision to clarify that Papillion will collect fees for the entire Baseball Outfall drainage basin and will enter into water and sewer agreements with those future developments; and

NOW, THEREFORE, in consideration of these facts, the parties hereto do mutually agree to amend the Agreement as follows:

1. **Definitions:** Unless otherwise defined in this First Amendment, all capitalized terms used in this First Amendment shall have the same meaning set forth for such terms in the Subdivision Agreement.

2. Amendments to the Interlocal Cooperation Agreement:

- a. Exhibit "A" is hereby repealed in its entirety and the attached Exhibit "A-1" is hereby submitted in its place with respect to the land ceded to Papillion pursuant to the Baseball Stadium Outfall Sewer Agreement.
- b. Section 5, Subsection A, is amended to read as follows: The total project cost of the Baseball Stadium Outfall is \$583,596.63 shown on Exhibit "C-1" attached hereto. Said costs 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.
- c. Exhibit "C" is hereby repealed in its entirety and the attached Exhibit "C-1" is hereby submitted in its place with respect to the total project costs of the Baseball Stadium Outfall.
- d. Section 10 is amended to read as follows: 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 operation and maintenance costs. Papillion sewer rates will apply in accordance with the Water and Sewer Connection Agreement with SID 290 Sarpy County and Papillion will enter into future Water and Sewer Connection Agreements with any new developments within the Baseball Stadium Outfall drainage basin. The Parties agree that all users within the Baseball Stadium Outfall drainage basin shall be Papillion water and sewer retail customers and be invoiced by Papillion. Papillion will pay to Sarpy County \$0.086 per 100 cubic feet for operation and maintenance costs of the Sarpy County South Papillion Creek Outfall Sewer. Sarpy shall deposit said payment in a segregated fund, which shall only be used for the operation, maintenance and repair of the outfall sewer system owned by Sarpy in the South Papillion Creek basin.
- e. Section 12 is amended to read as follows: 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 which begins at Cornhusker Road and continues south. Papillion and Sarpy County 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 amendment.

3. **No Other Amendment.** Except as specifically set forth herein, Agreement shall remain in full force and effect.

4. **Binding Effect.** This First Amendment to the Subdivision Agreement shall be binding upon the Parties, their respective successors and assigns.

IN WITNESS WHEREOF, this First Amendment to Subdivision Agreement is effective on the day and year above written.

EXECUTED BY CITY OF PAPILLION this ____ day of _____, 2013.

ATTEST:

Elizabeth Butler, City Clerk

David P. Black, Mayor

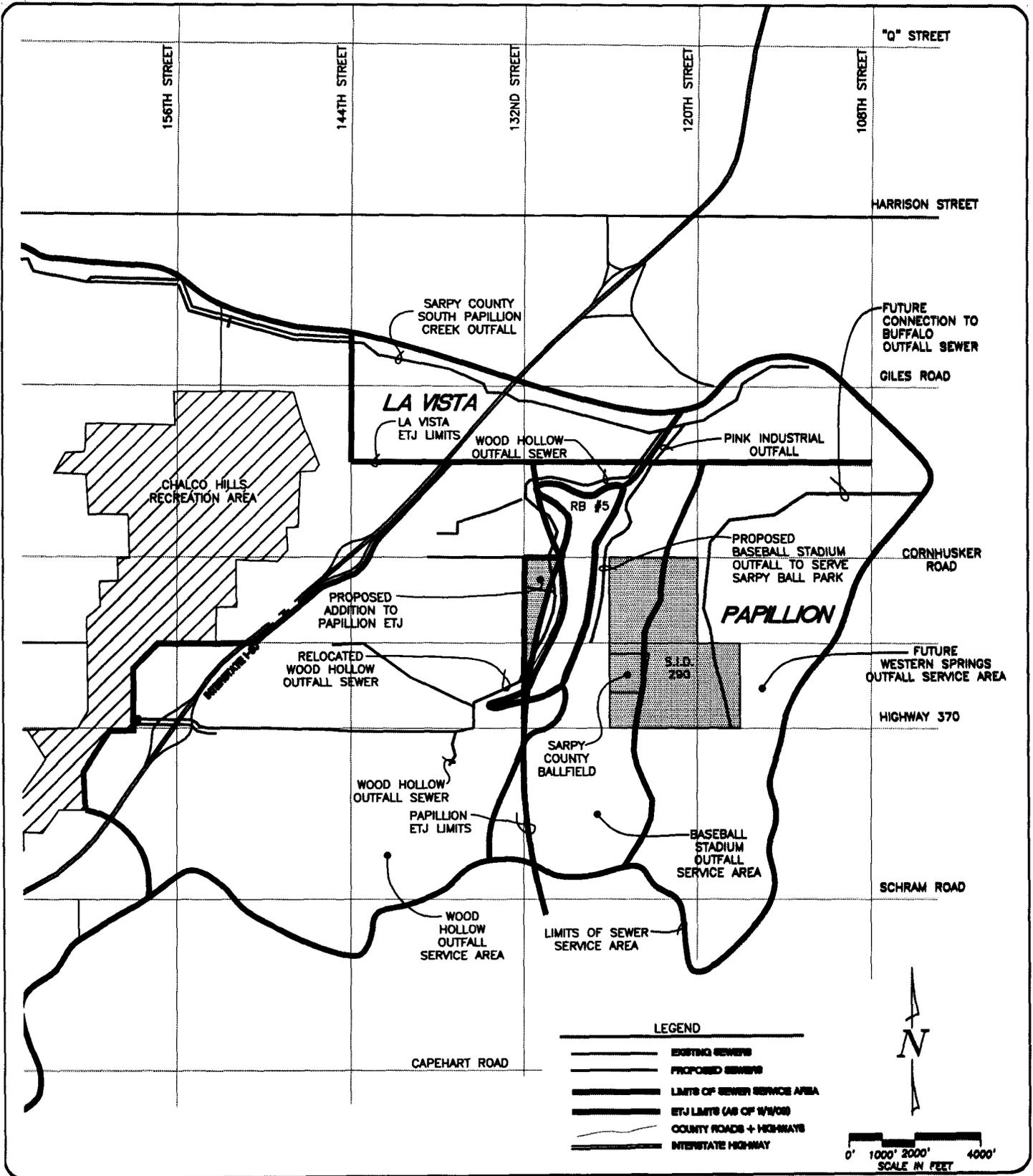
EXECUTED BY SARPY COUNTY this 19th day of March, 2013.

ATTEST:



Debra J. Houghtaling
County Clerk

Jim Nam
Chairman of Board
of Commissioners



City of Papillion
 Public Works Department
 145 West Second Street
 Papillion, NE 68046
 Ph: 402-597-2043

**INTERLOCAL COOPERATION
 AGREEMENT FOR BASEBALL
 STADIUM OUTFALL EXHIBIT "A-1"**

Scale:	1" = 4000'
Date:	2/11/13
Drawn by:	JLT
Revision:	00/00/00

Report Criteria:

- Actual Amounts
- All Accounts
- Summarize Payroll Detail
- Print Period Totals
- Print Grand Totals
- Page and Total by Fund
- All Segments Tested for Total Breaks
- [Report].Account Number = "5001404570"

Date	Journal	Reference Number	Payee or Description	Account Number	Debit Amount	Credit Amount	Balance
BASEBALL OUTFALL EXPENDITURES			10/01/2009 (00/09) Balance	50-0140-4570			.00
09/30/2010	JE	563	Correct posting of Register of Deeds		260.00		
09/02/2010	JE	586	reclass to 4570		406,212.21		
					09/30/2010 (09/10) Period Totals and Balance	406,472.21 *	406,472.21
09/30/2010	JE	2	2010 ap entry		26,997.94	.00 *	
					09/30/2010 (14/10) Period Totals and Balance	26,997.94 *	433,470.15
10/31/2010	JE	57	move to 4570		70,179.63	.00 *	
					10/31/2010 (10/10) Period Totals and Balance	70,179.63 *	70,179.63
10/25/2010	AP	886	1845 Thompson Dreesen & Domer		6,762.81	.00 *	
					11/30/2010 (11/10) Period Totals and Balance	6,762.81 *	76,942.44
03/31/2011	JE	256	correct posting of w/s ballfield		98,786.95	.00 *	
					03/31/2011 (03/11) Period Totals and Balance	98,786.95 *	175,729.39
09/30/2011	JE	337	move ballfield expenses to 4570		1,376.28	.00 *	
					09/30/2011 (09/11) Period Totals and Balance	1,376.28 *	177,105.67
09/30/2011	JE	1	reverse 2010 ap entry			26,997.94-	
					09/30/2011 (14/11) Period Totals and Balance	26,997.94- *	150,107.73
03/31/2012	JE	261	correct posting of TD2		18.75	.00 *	
					03/31/2012 (03/12) Period Totals and Balance	18.75 *	18.75
					09/30/2012 (09/12) Period Totals and Balance	.00 *	18.75
YTD Encumbrance		.00	YTD Actual	18.75 Total	18.75	YTD Budget	.00 Unexpended (18.75)

	Debit	Credit	Proof
Number of Transactions: 9 Number of Accounts: 1			
Total SEWER FUND:	610,594.57	26,997.94-	583,596.63
Number of Transactions: 9 Number of Accounts: 1			
Grand Totals:	610,594.57	26,997.94-	583,596.63

FIRST AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT

THIS FIRST AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT, made this 17th day of April 2013 by and between the COUNTY OF SARPY, NEBRASKA ("County") and the CITY OF PAPIILLION, a municipal corporation of the State of Nebraska ("Papillion") (collectively the "Parties"), amends and modifies the Interlocal Cooperation Agreement between the Parties, adopted by RES 10-0038 and entered into by the parties on March 2, 2010 ("Agreement").

WHEREAS, the Parties entered into the Agreement to facilitate the construction of a sanitary outfall sewer by Papillion to the Baseball 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 County permanent flowage rights in sewers east of the basin served by the Baseball Stadium Outfall; and

WHEREAS, pursuant to the Agreement County agreed to cede jurisdiction of zoning and platting rights for the property East of 132nd Street, North of Highway 370, and more than one-half (½) mile South of Giles Road to Papillion; and

WHEREAS, Neb. Rev. Stat. § 13-327 specifically precluded the County from ceding jurisdiction to Papillion any land within one-half (½) mile of another city's extraterritorial zoning jurisdiction; and

WHEREAS, pursuant to Resolution #2011-357 Ceding Jurisdiction Of Land To City Of Papillion, adopted by the County on October 25, 2011, the County ceded only that portion of the requested property which begins at Cornhusker Road and continues south and was one-half (½) mile outside of the City of La Vista's extraterritorial zoning jurisdiction; and

WHEREAS, the Parties desire to replace those provisions and/or exhibits in the Agreement referencing the originally agreed upon ceding area and the proposed cost of the Outfall Sewer Project with such provisions and/or exhibits that illustrate the property actually ceded to Papillion and the actual cost of the sewer project; and

WHEREAS, in light of future development the Parties desire to amend the Baseball Stadium drainage basin sewer fee collection provision to clarify that Papillion will collect fees for the entire Baseball Outfall drainage basin and will enter into water and sewer agreements with those future developments; and

NOW, THEREFORE, in consideration of these facts, the parties hereto do mutually agree to amend the Agreement as follows:

1. **Definitions:** Unless otherwise defined in this First Amendment, all capitalized terms used in this First Amendment shall have the same meaning set forth for such terms in the Subdivision Agreement.

2. **Amendments to the Interlocal Cooperation Agreement:**

- a. Exhibit "A" is hereby repealed in its entirety and the attached Exhibit "A-1" is hereby submitted in its place with respect to the land ceded to Papillion pursuant to the Baseball Stadium Outfall Sewer Agreement.
- b. Section 5, Subsection A, is amended to read as follows: The total project cost of the Baseball Stadium Outfall is \$583,596.63 shown on Exhibit "C-1" attached hereto. Said costs 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.
- c. Exhibit "C" is hereby repealed in its entirety and the attached Exhibit "C-1" is hereby submitted in its place with respect to the total project costs of the Baseball Stadium Outfall.
- d. Section 10 is amended to read as follows: 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 operation and maintenance costs. Papillion sewer rates will apply in accordance with the Water and Sewer Connection Agreement with SID 290 Sarpy County and Papillion will enter into future Water and Sewer Connection Agreements with any new developments within the Baseball Stadium Outfall drainage basin. The Parties agree that all users within the Baseball Stadium Outfall drainage basin shall be Papillion water and sewer retail customers and be invoiced by Papillion. Papillion will pay to Sarpy County \$0.086 per 100 cubic feet for operation and maintenance costs of the Sarpy County South Papillion Creek Outfall Sewer. Sarpy shall deposit said payment in a segregated fund, which shall only be used for the operation, maintenance and repair of the outfall sewer system owned by Sarpy in the South Papillion Creek basin.
- e. Section 12 is amended to read as follows: 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 which begins at Cornhusker Road and continues south. Papillion and Sarpy County 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 amendment.

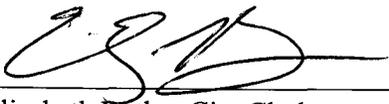
3. **No Other Amendment.** Except as specifically set forth herein, Agreement shall remain in full force and effect.

4. **Binding Effect.** This First Amendment to the Subdivision Agreement shall be binding upon the Parties, their respective successors and assigns.

IN WITNESS WHEREOF, this First Amendment to Subdivision Agreement is effective on the day and year above written.

EXECUTED BY CITY OF PAPIILLION this 16th day of April, 2013.

ATTEST:

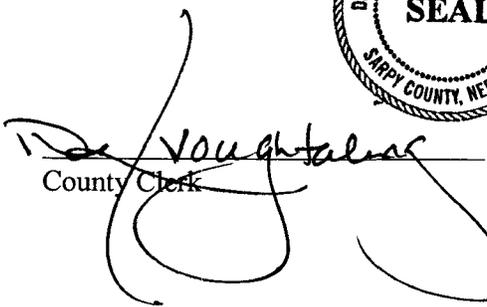

Elizabeth Butler, City Clerk



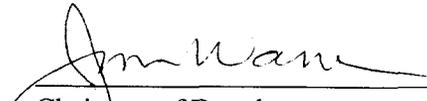

David P. Black, Mayor

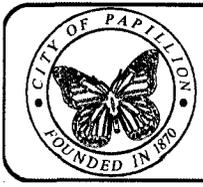
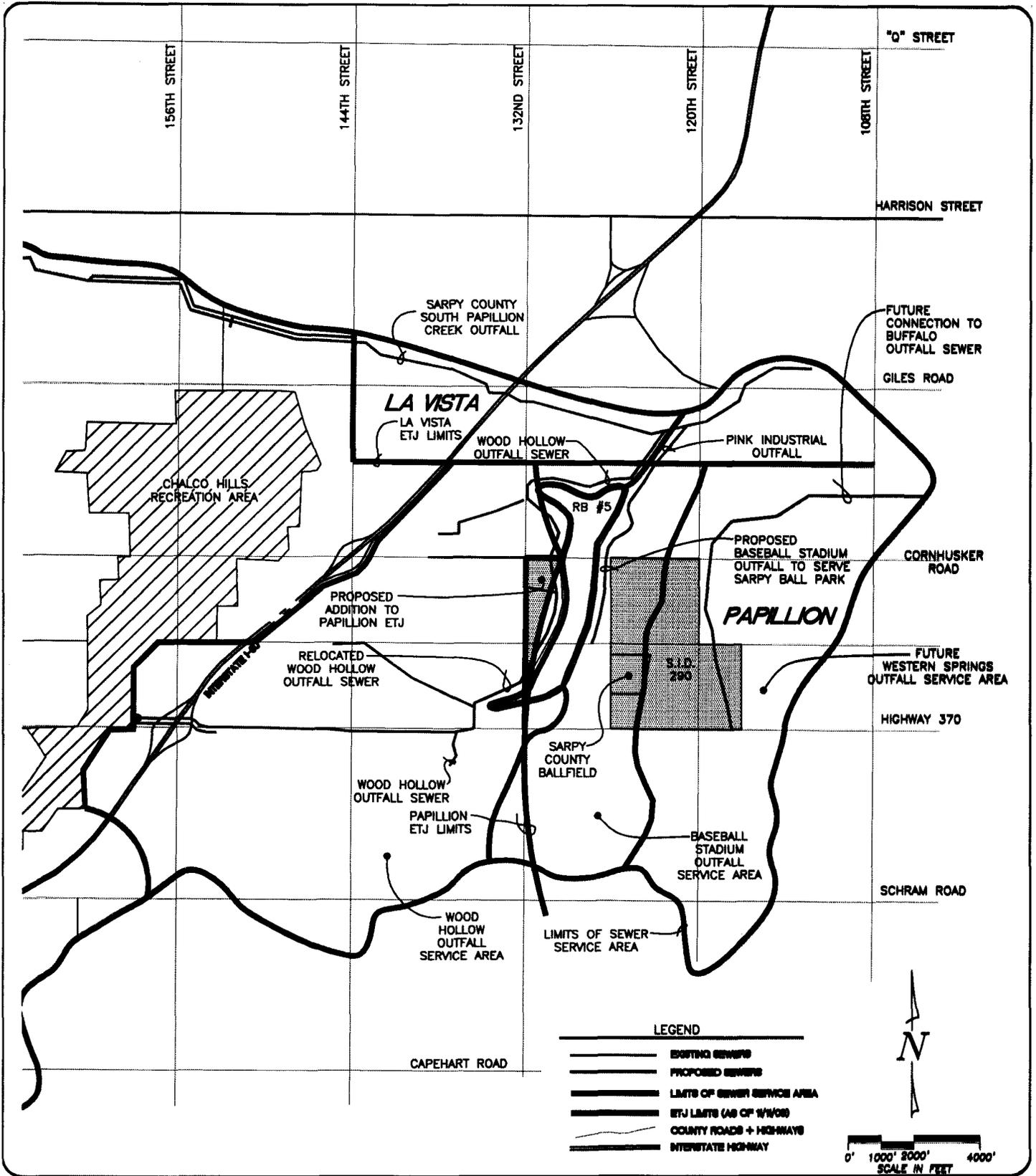
EXECUTED BY SARPY COUNTY this 19th day of March, 2013.

ATTEST:


County Clerk




Chairman of Board
of Commissioners



City of Papillion
 Public Works Department
 145 West Second Street
 Papillion, NE 68046
 Ph: 402-597-2043

**INTERLOCAL COOPERATION
 AGREEMENT FOR BASEBALL
 STADIUM OUTFALL EXHIBIT "A-1"**

Scale:	1" = 4000'
Date:	2/11/13
Drawn by:	JLT
Revision:	00/00/00
1 of 1	

Report Criteria:

- Actual Amounts
- All Accounts
- Summarize Payroll Detail
- Print Period Totals
- Print Grand Totals
- Page and Total by Fund
- All Segments Tested for Total Breaks
- [Report].Account Number = "5001404570"

Date	Journal	Reference Number	Payee or Description	Account Number	Debit Amount	Credit Amount	Balance	
BASEBALL OUTFALL EXPENDITURES			10/01/2009 (00/09) Balance	50-0140-4570			.00	
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09/02/2010	JE	586	reclass to 4570		406,212.21			
			09/30/2010 (09/10) Period Totals and Balance		406,472.21 *	.00 *	406,472.21	
09/30/2010	JE	2	2010 ap entry		26,997.94			
			09/30/2010 (14/10) Period Totals and Balance		26,997.94 *	.00 *	433,470.15	
10/31/2010	JE	57	move to 4570		70,179.63			
			10/31/2010 (10/10) Period Totals and Balance		70,179.63 *	.00 *	70,179.63	
10/25/2010	AP	886 1845	Thompson Dreessen & Dornier		6,762.81			
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			09/30/2012 (09/12) Period Totals and Balance		.00 *	.00 *	18.75	
YTD Encumbrance		.00	YTD Actual	18.75 Total	18.75	YTD Budget	.00 Unexpended	(18.75)

Number of Transactions: 9 Number of Accounts: 1

Total SEWER FUND:

Number of Transactions: 9 Number of Accounts: 1

Grand Totals:

Debit	Credit	Proof
610,594.57	26,997.94-	583,596.63
610,594.57	26,997.94-	583,596.63

RESOLUTION NO. R13-0044

WHEREAS, the Mayor and City Council of the City of Papillion adopted RES #R10-0038 on March 2, 2010 and entered into an Interlocal Cooperation Agreement with the County of Sarpy to facilitate the construction of a sanitary outfall sewer by Papillion to the Baseball 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 County permanent flowage rights in sewers east of the basin served by the Baseball Stadium Outfall; and

WHEREAS, the Parties desire to replace those provisions and/or exhibits in the Agreement referencing the area of jurisdiction to be ceded to Papillion and the proposed cost of the Outfall Sewer Project with such provisions and/or exhibits that illustrate the area of jurisdiction actually ceded to Papillion and the actual cost of the sewer project; and

WHEREAS, the Parties desire to amend the Baseball Stadium drainage basin sewer fee collection provision to clarify the process for collection and payment of operation and maintenance costs.

BE IT RESOLVED by the Mayor and City Council of the City of Papillion that the 1st Amendment to the Interlocal Cooperation Agreement with Sarpy County for the Baseball Stadium Outfall is hereby approved.

PASSED AND APPROVED THIS 16th DAY OF April, 2013.

CITY OF PAPILLION, NEBRASKA



David P. Black, Mayor

Attest:



Elizabeth Butler, City Clerk

(SEAL)

