

**RESOLUTION APPROVING AGREEMENT FOR WASTEWATER SERVICE BETWEEN THE CITY OF OMAHA, NEBRASKA, SARPY COUNTY, NEBRASKA AND THE CITY OF GRETNA, NEBRASKA**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2012), 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 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, it has been determined to be the mutual advantage and in the public interest for the City of Omaha, owning and operating wastewater treatment facilities within the Omaha metro area, to provide treatment service to Sarpy County, Nebraska, owning and operating an industrial wastewater interceptor serving certain areas of Sarpy County and to the City of Gretna, owning and operating a municipal wastewater interceptor serving certain portions of Douglas and Sarpy Counties; and,

WHEREAS, the City of Omaha currently has in effect individual master Wastewater Service Agreements with Sarpy County and the City of Gretna, approved by City Council Resolution No. 2191 on August 4, 1998 and City Council Resolution No. 371 on February 12, 2002, respectively; and,

WHEREAS, all parties desire to continue the current arrangement for service by the City of Omaha, to Sarpy County and to the City of Gretna, but stipulate to the need to update the contractual relationship currently in effect; and,

WHEREAS, the attached Agreement for Wastewater Service between the City of Omaha, Nebraska, Sarpy County, Nebraska and the City of Gretna, Nebraska, which by this reference becomes a part hereof, provides for necessary updated terms and conditions for the provision of this service, and therefore replaces the 1998 and 2002 agreements in their entirety; and,

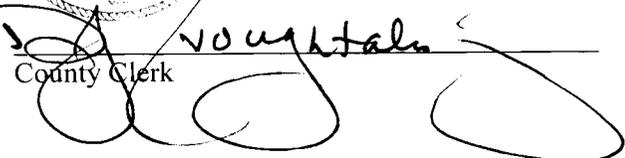
WHEREAS, the City of Omaha has determined that the Papillion Creek Wastewater Treatment Plant has adequate capacity to provide for treatment to the service areas contained within this new Wastewater Service Agreement.

NOW, THEREFORE BE IT RESOLVED, that the attached Agreement is hereby approved and the Chairman of this Board is authorized to sign the same.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 17<sup>th</sup> day of September, 2013.

  
Sarpy County Board Chairman



  
County Clerk

# Deb Houghtaling

# Sarpy County Clerk

Renee Lansman  
Chief Deputy

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1210 Golden Gate Drive #1250 • Papillion, Nebraska 68046-2842  
Phone: 402-593-2105 • Fax: 402-593-4471 • Website [www.Sarpy.com](http://www.Sarpy.com) • Email: [Clerk@sarpy.com](mailto:Clerk@sarpy.com)

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September 23, 2013

City of Omaha  
Environmental Control Division  
Ron Bartlett  
5600 South 10<sup>th</sup> Street  
Omaha NE 68107-3501

Dear Mr. Bartlett,

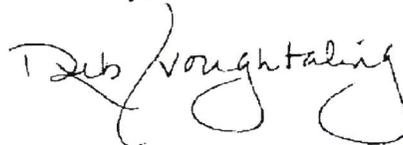
Action by the Sarpy County Board of Commissioners on September 17, 2013 is as follows:

*Resolution 2013-345: Authorize Chairman to sign agreement with the City of Omaha and City of Gretna for wastewater service. Brian Hanson, Fiscal Administrator*

*MOTION: Warren resolved, seconded by Carlisle, to approve the resolution for the agreement with the City of Omaha to provide wastewater treatment service through the Papillion Creek Wastewater Treatment Plant to Sarpy County and the City of Gretna. Agreement replaces the original agreement approved by this Board on June 23, 1998. Ayes: Kelly, Thompson, Richards, Carlisle & Warren. Nays: None.*

Enclosed are three originals of the above referenced agreement.

Sincerely,



Deb Houghtaling  
Sarpy County Clerk

Enclosure  
DH/kk

# Deb Houghtaling

# Sarpy County Clerk

Renee Lansman  
Chief Deputy

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1210 Golden Gate Drive #1250 • Papillion, Nebraska 68046-2842  
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September 23, 2013

City of Gretna – Clerk  
Tammy Tisdal  
204 North McKenna Avenue  
P.O. Box 69  
Gretna NE 68028

Dear Ms. Tisdal,

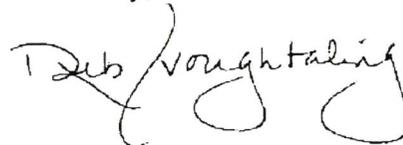
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Enclosed is the above referenced agreement for your files.

Sincerely,



Deb Houghtaling  
Sarpy County Clerk

Enclosure  
DH/kk

# Sarpy County Board of Commissioners

1210 GOLDEN GATE DRIVE  
PAPILLION, NE  
593-4155  
[www.sarpy.com](http://www.sarpy.com)

ADMINISTRATOR Mark Wayne

DEPUTY ADMINISTRATOR Scott Bovick

FISCAL ADMIN./PURCHASING AGT. Brian Hanson



## COMMISSIONERS

**Don Kelly** District 1

**Jim Thompson** District 2

**Tom Richards** District 3

**Brenda Carlisle** District 4

**Jim Warren** District 5

## MEMO

To: Sarpy County Board

From: Brian Hanson

Re: Wastewater Service Agreement (WWSA)

At the September 17, 2013 County Board meeting, the Board will be asked to approve the attached WWSA with the City of Omaha and the City of Gretna. This Agreement updates and replaces the existing agreement that was approved by Sarpy County on August 9, 1998. The Agreement provides for:

- The continued use of the City of Omaha's wastewater treatment facilities;
- The identification of the waste water service area in Sarpy County;
- The delineation of Gretna's service area and Sarpy County's service area;
- The procedure for the collection and distribution of sewer use fees;
- The inclusion of the power park located at 144<sup>th</sup> and Schram.

I recommend approval of the Agreement.

September 13, 2013

  
\_\_\_\_\_  
Brian E. Hanson

BEH/dp

cc: Mark Wayne  
Scott Bovick  
Deb Houghtaling  
Mike Smith  
Bruce Fountain

2



City of Omaha  
Jean Stothert, Mayor

September 10, 2013

RECEIVED

13 AUG 29 AM 10:28

CITY CLERK  
OMAHA, NEBRASKA

**Public Works Department**

Omaha/Douglas Civic Center  
1819 Farnam Street, Suite 601  
Omaha, Nebraska 68183-0601  
(402) 444-5220  
Fax (402) 444-5248

**Robert G. Stubbe, P.E.**  
Public Works Director

Honorable President

and Members of the City Council,

Transmitted herewith is a Resolution approving a new master Wastewater Service Agreement between the City of Omaha, the City of Gretna and Sarpy County, Nebraska. This agreement replaces the individual master Wastewater Services Agreements between Omaha and Sarpy County (approved by City Council Resolution No. 2191 on August 4, 1998) and between Omaha and Gretna (approved by City Council Resolution No. 371 on February 12, 2002).

The Agreement sets forth the responsibilities of each party in regard to the duties and responsibilities for connection, conveyance and treatment of wastewater from Sarpy County interceptor sewers to the City of Omaha's Wastewater Treatment System. It sets forward standard general conditions, the updated service area that is subject to treatment by the Omaha system, provides for permission procedures for any additions to the sewerage system treated by Omaha, and states design and sampling standards to be utilized by subject parties. It also defines the payment and collection of treatment charges and other associated fees.

The Omaha Public Works Department has determined that there is adequate capacity in the Papillion Creek Wastewater Treatment Plant to handle the wastewater expected from this service agreement.

The Public Works Department requests your consideration and approval of the attached Resolution and Wastewater Service Agreement.

Respectfully submitted,

Referred to City Council for Consideration:

Robert G. Stubbe 8-22-13  
Robert G. Stubbe, P.E. Date  
Public Works Director

Jean Stothert 8/27/13  
Mayor's Office Date

Approved:

Allen Herink 8-26-13  
Allen Herink Date  
Acting Finance Director

# CITY OF OMAHA

LEGISLATIVE CHAMBER

Omaha, Nebraska

RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

WHEREAS, it has been determined to be to the mutual advantage and in the public interest for the City of Omaha, owning and operating wastewater treatment facilities within the Omaha metro area, to provide treatment service to Sarpy County, Nebraska, owning and operating an industrial wastewater interceptor serving certain areas of Sarpy County and to the City of Gretna, owning and operating a municipal wastewater interceptor serving certain portions of Douglas and Sarpy Counties; and,

WHEREAS, the City of Omaha currently has in effect individual master Wastewater Service Agreements with Sarpy County and the City of Gretna, approved by City Council Resolution No. 2191 on August 4, 1998 and City Council Resolution No. 371 on February 12, 2002, respectively; and,

WHEREAS, all parties desire to continue the current arrangement for service by the City of Omaha, to Sarpy County and to the City of Gretna, but stipulate to the need to update the contractual relationship currently in effect; and,

WHEREAS, the attached Agreement for Wastewater Service between the City of Omaha, Nebraska, Sarpy County, Nebraska and the City of Gretna, Nebraska, which by this reference becomes a part hereof, provides for necessary updated terms and conditions for the provision of this service, and therefore replaces the 1998 and 2002 agreements in their entirety; and,

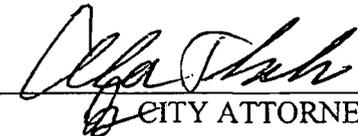
WHEREAS, the City of Omaha has determined that the Papillion Creek Wastewater Treatment Plant has adequate capacity to provide for treatment to the service areas contained within this new Wastewater Service Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

THAT, as recommended by the Mayor, the Agreement for Wastewater Service between the City of Omaha, Nebraska, Sarpy County, Nebraska and the City of Gretna, Nebraska, which defines the terms and conditions under which the City of Omaha will provide Wastewater Treatment Service to the sewer service area of certain portions of Sarpy County, Nebraska and to the sewer service area of the City of Gretna, Nebraska, is hereby approved.

1765htp

APPROVED AS TO FORM:

 8-22-13  
CITY ATTORNEY DATE

By.....  
Councilmember

Adopted.....  
.....  
City Clerk

Approved.....  
Mayor

**AGREEMENT FOR WASTEWATER SERVICE BETWEEN THE CITY OF OMAHA,  
NEBRASKA, SARPY COUNTY, NEBRASKA AND THE CITY OF GRETNA,  
NEBRASKA**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2013 by and between SARPY COUNTY, NEBRASKA (hereinafter called SARPY), the CITY OF GRETNA, a Municipal Corporation of the State of Nebraska (hereinafter called GRETNA) and the CITY OF OMAHA, a Municipal Corporation of the State of Nebraska (hereinafter called OMAHA).

WITNESSETH THAT:

WHEREAS, OMAHA owns and operates a wastewater treatment system in the Omaha metropolitan area; and,

WHEREAS, SARPY has constructed a wastewater interceptor (hereinafter called the Sarpy County industrial sewer) to convey wastewater from certain areas of SARPY to the OMAHA wastewater treatment system; and,

WHEREAS, GRETNA, SARPY and OMAHA jointly caused the construction of a wastewater interceptor (hereinafter called the Gretna municipal sewer) to convey wastewater from GRETNA, a portion of Douglas County and certain areas of SARPY to the OMAHA wastewater treatment system; and,

WHEREAS, SARPY and OMAHA entered into an agreement for wastewater service dated August 7, 1998 which is in effect at this time (Exhibit B-2013); and,

WHEREAS, GRETNA and OMAHA entered into an agreement for wastewater service dated February 14, 2002 which is in effect at this time (Exhibit C-2013); and,

WHEREAS, SARPY, GRETNA and OMAHA are entering into this Agreement for the purpose of updating and replacing both the 1998 Wastewater Agreement and the 2002 Wastewater Agreement; and,

WHEREAS, SARPY and GRETNA continue to desire to have OMAHA convey and treat sewage from both the SARPY and GRETNA wastewater service areas and to continue a contractual relationship to treat the sewage from certain areas of Sarpy County utilizing GRETNA-owned and SARPY-owned sewers; and,

WHEREAS, it is to the mutual advantage of the parties hereto and in the general public interest for both the sewage of the SARPY wastewater service area and the GRETNA wastewater service area as defined herein to be accepted, conveyed and treated by the Omaha wastewater treatment system; and,

WHEREAS, the accomplishment of such an arrangement is authorized by law.

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

1. **General Provisions for Wastewater Service Agreement:** For the services hereinafter stipulated to be performed by OMAHA, both SARPY and GRETNA shall

comply with the terms as set forth in the CITY OF OMAHA WASTEWATER SERVICE AGREEMENT GENERAL PROVISIONS FOR MUNICIPALITIES, dated February 1, 2000, a copy of which is attached hereto as Exhibit D-2013 and made a part hereof, and make payment of user fees accordingly. In the event of a conflict between the terms of said GENERAL PROVISIONS FOR MUNICIPALITIES and this Agreement for Wastewater Service, the terms of this Agreement shall prevail.

2. **Area Subject to Wastewater Treatment Services:** OMAHA shall provide sewage conveyance and treatment services as called for in said GENERAL PROVISIONS for the service areas shown as the shaded yellow and pink areas designated on Exhibit A-2013, jointly prepared and approved by SARPY and GRETNA and submitted to OMAHA. This three-party agreement covers only the drainage areas shown as the shaded yellow and pink areas designated on Exhibit A-2013. The area shaded yellow on Exhibit A-2013 is the SARPY County wastewater service area (the "Sarpy Service Area"). The area shaded pink on Exhibit A-2013 is the GRETNA wastewater service area (the "Gretna Service Area"). New connection points to sewers of the OMAHA treatment system and within either the SARPY or GRETNA wastewater service areas shall be allowed only by a written administrative service agreement amendment signed by the designated officials of SARPY and GRETNA and OMAHA. SARPY or GRETNA shall execute a wastewater service agreement with each new development or connection within their respective wastewater service areas prior to its connection to the OMAHA treatment system. A copy of all such agreement(s) shall be submitted to OMAHA for their records. For the purpose of assisting GRETNA and SARPY in executing new or replacement wastewater service agreements within the areas designated on Exhibit A-2013, Omaha shall assign to GRETNA and/or SARPY County as the case may be, its existing wastewater service agreements with each existing S.I. and D., development or connection currently using the OMAHA treatment system. SARPY shall enter into new wastewater service agreements with SID 23, Sarpy County, Nebraska (Westmont) and SID 48, Sarpy County, Nebraska, which is known as Sapp Brothers/Happy Chef (SID 48 includes SID 51 by merger); the terms of which shall be acceptable to OMAHA. The new Sarpy County - SID 23 and SID 48 wastewater service agreements shall, upon execution, replace the existing agreements between such districts and OMAHA upon the effective date set forth in such agreements, however, until such effective date, the existing Omaha agreements shall continue to apply.

3. **Interceptor Connection Agreements Required:** After execution of this three-party agreement, NO NEW direct connections to the OMAHA interceptor system shall occur without the execution of an Interceptor Connection agreement and a written administrative wastewater service agreement amendment with OMAHA. Any entity making such new connections prior to completion of a signed Interceptor Connection agreement shall be subject to inspection fees ten times the current fees for interceptor connection inspections. Such entity shall be responsible for making this payment to OMAHA. SARPY and GRETNA will use their best efforts to make sure that no new direct connections to the OMAHA interceptor sewer system shall occur without the execution of an Interceptor Connection Agreement and a written administrative wastewater service agreement amendment signed by the OMAHA Public Works Director and the Sarpy County Administrator and Gretna City Administrator as the case

may be. SARPY and GRETNA shall also place in their agreements with other entities that connect into its sewer, the prohibition and penalties set forth in this paragraph. SARPY and GRETNA shall also use their best efforts to disconnect from the sewer system any entity which has made such connection prior to the execution of a signed Interceptor Connection Agreement and administrative wastewater service agreement.

4. **Changes to the SARPY or GRETNA wastewater service areas:** OMAHA will recognize/utilize both the SARPY and GRETNA service areas defined herein unless the following occur;

- a. An amendment to this three-party agreement alters one or both of the respective wastewater service areas, OR
- b. An Interlocal Cooperation agreement between two or more of the following political entities, the City of Papillion, the City of La Vista, the City of Gretna or Sarpy County, changes the party responsible for direct-billing customers in a portion of the SARPY or GRETNA wastewater service areas, OR
- c. The ownership of the Sarpy Industrial Sewer changes and requires amendment of this three-party agreement, OR
- d. GRETNA has installed a Municipal Interceptor Sewer parallel to the existing Sarpy County Industrial Sewer from approximately 152nd Street and Chalco Pointe Drive east to 144th Street within a County Industrial Sewer Easement. It is each party's intent that GRETNA'S parallel line will remain Gretna's if or when the SARPY County Industrial Sewer transfers ownership pursuant to the 1996 Industrial Sewer Agreement.

5. **Expansion of the wastewater service area:** SARPY or GRETNA may seek to expand their respective wastewater service areas beyond their respective areas shown as the shaded yellow and pink areas in Exhibit "A-2013" attached hereto by written request to OMAHA. OMAHA will evaluate and inform both SARPY and GRETNA in writing within sixty (60) days of such a request whether OMAHA is agreeable to executing an amendment to this agreement to expand the wastewater service area of the requesting party. Expansion of the SARPY Service Area or the GRETNA Service Area to new areas within the gravity drainage basin of the Papillion Creek or areas outside the basin substituted for service areas within the basin shall not be unreasonably or inequitably withheld. The City of Omaha, as regional waste water service provider, is supportive of providing waste water service to the shaded yellow and pink areas in Exhibit "A-2013" under the following conditions:

- a. Structures on the site southwest of Highway 50 and Schram Road, (Power Park) be situated to allow for gravity feed to the north.
- b. Any requested waste water service for part of the property (Power Park) in the Platte Basin be reviewed and approved by the City of Omaha and that any potential lift station(s) be temporary.

- c. The proposed development generally located northeast of Hwy 50 and Schram (Veterans Cemetery) may require a minimal level of wastewater service.
- d. Future connections to the proposed new sanitary line that is to service the Power Park development require review and approval from the City of Omaha.
- e. The City of Omaha does not intend to authorize any additional extensions of waste water service to areas south of the current power park site boundaries as shown in Exhibit A-2013 or south of the current Papio / Platte Basin ridge line.

6. **Preparation of an on-line electronic resource map:** SARPY and GREटना will work with the SARPY GIS group to provide OMAHA and Metropolitan Utilities District (MUD) with Internet access to a web based mapping application capable of displaying the corporate limits and extra territorial jurisdiction (ETJ) of the cities within SARPY, the wastewater service area boundaries, the jointly approved watershed codes to be used by MUD and the county address/parcel data, so that the wastewater service area, the watershed code for the MUD account and the ETJ of an individual address can be identified. SARPY and GREटना will notify OMAHA of any changes as a result of annexations or other reasons.

7. **SARPY and GREटना Design Standards:** As provided by State law, SARPY AND GREटना will maintain control over the platting of property within their respective zoning jurisdictions and over the design of sewer collection facilities in all such plattings. Both SARPY AND GREटना sewer design standards will meet or exceed OMAHA'S then applicable minimum design standards for all areas served by the OMAHA treatment system. SARPY will maintain control over sewer connections which connect directly to the Sarpy County industrial sewer, or indirectly through an outfall sewer(s) or branch sewer lines within the SARPY wastewater service area to make sure that all such connections meet or exceed OMAHA's minimum design standards for sewers and sewer connections. GREटना will maintain control over sewer connections which connect directly to the Gretna municipal sewer, or indirectly through an outfall sewer(s) or branch sewer lines within the GREटना wastewater service area to make sure that all such connections meet or exceed OMAHA's minimum design standards for sewers and sewer connections.

8. **Sampling and metering manhole for SARPY:** OMAHA and SARPY agree that a sampling/metering manhole of adequate diameter exists in Lot 1 of the Brook Valley II Business Park Replat 1 at the southwest corner of 117<sup>th</sup> & Giles Road. The parties further agree that there is no need to proceed with the installation of a primary measuring device, a sampling platform or bringing power to the site because there are no plans at this time to perform wastewater sampling or to do permanent flow recording for the combined service area of this connection point to the OMAHA treatment system. If in the future SARPY wishes to use permanent flow recording data to determine their monthly wholesale billing from OMAHA or if the connection point becomes a source of high strength wastewater to the OMAHA treatment system due to commercial or industrial contributions within the SARPY wastewater service area, then SARPY shall be responsible for construction of a manhole meeting the specifications of Standard

Plate 3-18 and:

- a. The first six feet of the riser above the floor of the manhole shall be a minimum of 72 inches in diameter and be equipped with a primary measuring device.
- b. The location of such manhole and the primary measuring device shall be approved in writing by the Environmental Quality Control Division of Omaha.
- c. SARPY shall provide sufficient electrical service to the manhole to power a continuous flow recorder.
- d. OMAHA shall purchase, install and maintain the continuous flow recorder and pay for the monthly electrical service charges.
- e. SARPY shall provide an acceptable surface road to the manhole from the nearest public right of way.
- f. Should SARPY fail to install such a monitoring manhole in a reasonable period after notice, OMAHA may perform such construction and other activities necessary to provide a suitable monitoring manhole and charge SARPY for all associated costs.

9. **Sampling and metering manhole for GRETNA:** OMAHA and GRETNA agree that a flow-monitoring manhole has been constructed by GRETNA at a point near the low end of GRETNA's current zoning jurisdiction to measure wastewater flow from within that portion of the City's zoning jurisdiction and identified on Exhibit A-2013. Flow volumes measured at the monitoring manhole shall be subject to the Bulk I Flow Charge. Future flow-monitoring manhole shall be constructed such that:

- a. The first six (6) feet of riser above the floor of the manhole is a minimum of seventy-two inches in diameter and shall be equipped with a primary measuring device.
- b. The location of each such manhole and selection of suitable primary device shall be approved in writing by the Environmental Quality Control Division of OMAHA.
- c. GRETNA shall provide sufficient electrical service to the manhole to power a continuous flow recorder and an acceptable service road to the manhole from the nearest county or state road.
- d. As development occurs or need demands, GRETNA shall install a new manhole, comparable to the one described above, to provide periodic monitoring of flow rates and strengths from this service area.
- e. Should GRETNA fail to install a monitoring manhole in a reasonable

period after notice, OMAHA may perform such construction and other activities necessary to provide a suitable monitoring manhole and charge GRETNA for all associated costs.

10. **Identification and Coding New Construction in the SARPY and GRETNA**

**Service Areas:** SARPY, GRETNA and OMAHA agree to establish a shared procedure to identify and code addresses from new construction in both the SARPY and GRETNA service areas in order to assist MUD with the accurate assignment of watershed and billing codes used to sort and query the master MUD database of water accounts. SARPY will begin the process each month by submitting a list of all new construction addresses within the Sarpy service area, together with the proposed billing codes to GRETNA. GRETNA will review and add new construction addresses and proposed codes for its jurisdiction and supply the combined list to OMAHA and SARPY. OMAHA will review the address list and proposed coding assignments for consistency and provide the final combined list to MUD, GRETNA and SARPY.

11. **MUD Water Account Detail Made Directly Available to OMAHA:** The OMAHA wastewater treatment system is a regional service provider in the two-county area and OMAHA wishes to receive the water account detail information on all MUD water accounts. SARPY and GRETNA hereby authorize MUD to provide this monthly detail information on all MUD water accounts in both the SARPY and GRETNA service areas directly to OMAHA.

12. **Ongoing Monthly Sewer Service Charges – OMAHA to SARPY:** SARPY has established retail sewer charges for wastewater service for those users within the Sarpy Service Area. Included in such retail charge is OMAHA's charge for treatment for the Sarpy Service Area. OMAHA shall charge SARPY for treatment of the wastewater that enters OMAHA'S wastewater system through the SARPY industrial sewer from the Sarpy Service Area, its wholesale charge based upon flow and customer charges as now and hereafter established in the OMAHA Municipal Code, currently Chapter 31, Article IV, the sum of the following types of charges (the "Omaha Wastewater Treatment Charge"):

- a. the customer charge assessed to a Bulk I customer, for the first connection point (unless there is a flow-monitoring manhole at a connection point, additional connection points will not result in a new charge), plus
- b. the customer charge assessed to Bulk II customers times the number of Bulk II customers in the SARPY wastewater service area each month, plus
- c. the residential sewer usage times the Bulk I wholesale flow charge; the residential sewer usage is seasonally defined as follows
  - i. During the four (4) winter months, approximately December through March, the actual water consumption as measured by individual water meters
  - ii. During the remaining eight (8) months, the lesser of either the actual water consumption as measured by each individual meter OR the monthly winter average water consumption whichever is smaller, plus,

- d. the actual monthly water consumption for all commercial and industrial meters times the Bulk | wholesale flow charge, plus
- e. an abnormal charge on the total flow if the wastewater is determined at the designated manhole sampling site described in section 8 to have strengths greater than Domestic Strength waste water, as currently defined in the OMC Chapter 31, Article 4. Domestic Strength waste water is currently defined as at or below 240 mg/L Biochemical Oxygen Demand and/or 300 mg/L Suspended Solids.

**13. PAYMENT AND COLLECTION OF OMAHA'S WASTEWATER TREATMENT CHARGE BY SARPY.** Omaha's Wastewater Treatment Charge for sewer treatment within the Sarpy Service Area shall be paid and collected in the following manner:

- a. **USER'S WITHIN THE SARPY COUNTY SERVICE AREA CONNECTED TO MUD WATER.**
  - i. As to those users within the Sarpy Service Area which are connected to MUD water, SARPY has contracted with MUD to bill individual customers monthly at the prevailing SARPY retail sewer user charges for wastewater service, which includes Omaha's Wastewater Treatment Charge.
  - ii. MUD shall remit said fees less MUD billing cost and delinquent receivables to SARPY on a monthly basis. MUD, at the time of sending such payment to SARPY, will provide to OMAHA the account billing information to document quantities for the Omaha Wholesale bill to Sarpy.
  - iii. OMAHA shall then use the MUD data to invoice SARPY at the rates established in this Agreement. SARPY shall then pay OMAHA for such wastewater treatment within thirty (30) days of the date of receipt of the invoice from OMAHA.
- b. **WESTMONT (SID 23) & MASTERS ADDITION (SID 164).**
  - i. OMAHA and SARPY agree that wastewater treatment and sewer charges for the existing private water source customers which are within the Westmont/SID 23 and Masters Addition SID/164 Service Area shown on Exhibit A-2013 attached hereto shall continue to be paid and serviced pursuant to the Agreement for Wastewater Service between City of Omaha, Nebraska, and Sanitary and Improvement District No. 23 of Sarpy County, Nebraska, dated June 23, 1987 (Exhibit E-2013) until Sarpy County and SID 23 execute a Wastewater Agreement (the "Sarpy/SID 23 Wastewater Agreement") and the Sarpy/SID 23 Wastewater Agreement is presented to the City of Omaha.
  - ii. Among other matters, the Sarpy/SID 23 Wastewater Agreement shall provide that OMAHA, through its agreement with Sarpy County, shall provide the wastewater treatment at the Sarpy County Retail Wastewater Treatment rate (the "Sarpy Retail Rate"), that OMAHA, as the billing and collection agent for SARPY, shall bill SID 23, with a copy to SARPY, for the sewer usage based on the SARPY Retail Rate, and collect the payment from SID 23.

- iii. OMAHA shall bill SARPY based upon the applicable OMAHA Wastewater charge (the wholesale flow charges on the sewer usage plus the bulk I/I charge times the number of bulk I/I customers) and SARPY shall pay OMAHA the Omaha Wastewater Charge and OMAHA shall, upon receipt of the payment from SID 23, forward the payment to SARPY.
  - iv. Upon the execution of the SARPY/SID 23 Wastewater Agreement, and its delivery to Omaha, the SARPY/SID 23 Wastewater Agreement shall then take effect and the OMAHA/SID 23 Agreement shall terminate.
- c. Happy Chef (SID 48)
- i. OMAHA and SARPY agree that wastewater treatment and sewer charges for the private water service within the boundaries of SID 48, Sarpy County, Nebraska, which is shown on Exhibit A-2013 attached hereto, shall continue under the present agreement/situation for wastewater treatment for SID 48, in which OMAHA reads all of the water meters and the lift station hour meter, charges the OMAHA retail customer charges to each account receiving sewage treatment services and the OMAHA retail flow charge on the combination of metered water for customers with direct sewer connections and sewage pumped from the lagoon for the customers indirectly connected onto the OMAHA treatment system, and bills and collects on a quarterly basis (Exhibit F-2013).
  - ii. Upon SARPY and SID 48 delivering to OMAHA a Wastewater Treatment Agreement between SARPY and SID 48 (the "SARPY/SID 48 Wastewater Service Agreement"), the SARPY/SID 48 Wastewater Agreement shall then take the place of the Omaha/SID 48 Wastewater Treatment Agreement and the SARPY/SID 48 Wastewater Treatment Agreement shall then be effective and the OMAHA/SID 48 Wastewater Agreement shall then terminate.
  - iii. The SARPY/SID 48 Wastewater Treatment Agreement shall provide, in part, treatment of the SID 48 wastewater by the City of Omaha through SARPY's agreement with OMAHA which shall provide that the SARPY Retail User Charges be utilized which shall include the Omaha Wastewater Charge, that OMAHA act as the billing and receipt agent for SARPY, shall read the water meters and the lift station hour meter, bill the customers, with a copy to SARPY, and receive payments. OMAHA shall forward such payments to SARPY, net of the Omaha Wastewater Charge (the wholesale flow charges on sewer usage plus three times the Omaha monthly retail customer charge) on a quarterly basis.
  - iv. The Sarpy/SID 48 agreement shall become effective upon execution and the effective date set forth in the agreement with the existing Omaha/SID 48 agreement to be effective until such date and then terminate.
- d. SARPY BASEBALL STADIUM OUTFALL.
- i. Payment for the treatment of wastewater from the Sarpy Baseball Stadium Outfall shall be paid as referenced on the March 2, 2010 executed Interlocal Cooperation Agreement between Sarpy Co. and the City of Papillion (Exhibit G-2013) and as may be amended in such. To summarize the current agreement: Although the Baseball Stadium Outfall remains a part of

the SARPY wastewater service agreement service area, Section 10 of the March 2, 2010 executed Interlocal Cooperation Agreement between Sarpy Co. and City of Papillion provides that "...Papillion sewer rates will apply in accordance with the Water and Sewer Connection Agreement with SID 290 Sarpy County..." SARPY and PAPIILLION have agreed that all users in the Baseball Stadium outfall shall be PAPIILLION water and sewer retail customers and be invoiced by PAPIILLION. PAPIILLION agrees to include all Baseball Stadium Outfall customer count and flow data on the report supplied to OMAHA on a monthly basis and to make payment to OMAHA of invoiced wholesale service fees for Baseball Stadium Outfall users.

ii. Section 10 of the March 2, 2010 executed Interlocal Cooperation Agreement between Sarpy Co. and City of Papillion also stipulates that PAPIILLION make payment to SARPY for annual operation and maintenance costs. OMAHA will not accept any responsibility for or involvement in this transfer of funds.

e. OTHER USERS.

i. With regard to users that do not come within the categories set forth in Paragraph 13 (a)(b) and (c) of this Agreement, SARPY shall either provide or require such Users to provide a system for metering that is reviewed and found acceptable to OMAHA, such usage based upon water meters, sewage meters, or another acceptable measuring device or system that would accurately measure the amount of wastewater being discharged from such User, provide that information to OMAHA on a monthly basis, and pay Omaha's Wastewater Treatment Charge to OMAHA within thirty (30) days of receipt of the invoice from OMAHA. SARPY will collect its retail sewer charges from such User.

14. **Ongoing Monthly Sewer Service Charges - OMAHA to GRETNA:** GRETNA has contracted with MUD to bill individual customers with MUD water service monthly at prevailing GRETNA retail sewer user charges. OMAHA'S service charges to the GRETNA service area will be the sum of the flow and customer charges from all contributing sources and shall in part be based upon data from MUD billing records (or private water sources where applicable). GRETNA will notify OMAHA of all customers within the GRETNA service area that do not receive water from MUD, GRETNA or the SID 158 water systems. Sewer service charges as now and hereafter established in the Omaha Municipal Code, currently Chapter 31, Article IV, shall apply and shall include each of the following types of charges:

- a. the customer charge assessed to a Bulk I customer for each flow-monitoring manhole (additional connection points without a flow-monitoring manhole will not result in a new charge), plus
- b. for areas without a flow-monitoring point, the customer charge assessed to Bulk II customers times the number of Bulk II customers in the GRETNA wastewater service area each month, plus

- c. for areas without a flow-monitoring point, the residential sewer usage times the Bulk I wholesale flow charge; the residential sewer usage is seasonally defined as follows
  - i. During the four (4) winter months, approximately December through March, the actual water consumption as measured by individual water meters
  - ii. During the remaining eight (8) months, the lesser of either the actual water consumption as measured by each individual meter OR the monthly winter average water consumption whichever is smaller, plus,
- d. for areas without a flow-monitoring point, the actual monthly water consumption for all commercial and industrial meters times the Bulk I wholesale flow charge, plus
- e. the total flow measured (or estimated) at each flow-monitoring manhole with equipment owned and maintained by OMAHA in the GREटना wastewater service area times the Bulk I wholesale flow charge, plus
- f. an abnormal charge on the total flow if the wastewater is determined at the designated manhole sampling site described in section 9 to have strengths greater than Domestic Strength waste water, as currently defined in the OMC Chapter 31, Article 4. Domestic Strength waste water is currently defined as at or below 240 mg/L Biochemical Oxygen Demand and/or 300 mg/L Suspended Solids.

15. **PAYMENT AND COLLECTION OF OMAHA'S WASTEWATER TREATMENT CHARGE BY GREटना.** Omaha's Wastewater Treatment Charge for sewer treatment within the Greटना Service Area shall be paid and collected in the following manner:

- a. **USER'S WITHIN THE GREटना SERVICE AREA CONNECTED TO MUD WATER.** As to those users within the Greटना Service Area which are connected to MUD water, GREटना has contracted with MUD to bill individual customers monthly at the prevailing GREटना retail sewer user charges for wastewater service, which includes Omaha's Wastewater Treatment Charge. MUD shall remit said fees less MUD billing cost and delinquent receivables to GREटना on a monthly basis. MUD, at the time of sending such payment to GREटना, will provide to OMAHA the account billing information to document quantities for the Omaha Wholesale bill to Greटना. OMAHA shall then use the MUD data to invoice GREटना at the rates established in this Agreement. GREटना shall then pay OMAHA for such wastewater treatment within thirty (30) days of the date of receipt of the invoice from OMAHA.
- b. **OTHER USERS.** As to Users which do not come within the categories set forth in Paragraph 15 (a) of this Agreement, GREटना shall either provide or require such Users to provide a system for metering that is reviewed and found acceptable to OMAHA, such usage based upon water meters, sewage meters, or another acceptable measuring device or system that would

accurately measure the amount of wastewater being discharged from such User, provide that information to OMAHA on a monthly basis, and pay Omaha's Wastewater Treatment Charge to OMAHA within thirty (30) days of receipt of the invoice from OMAHA. GRETNA would then collect its retail sewer charges from such User. GRETNA shall enter into a wastewater service agreement with such Users for all or part of the areas, and deliver such executed wastewater service agreement to OMAHA and then such agreement, and the area referred to therein; shall then be subject to the terms of such wastewater agreement and the terms of this Agreement. The current non-MUD and non-GRETNA water users within the GRETNA service Area are: SID 34 (Sarpy Heights), SID 29 (Westridge Farms), SID 158 (Tiburon), SID 153 (Ballena), and SID 192 (Ballena/Tiburon South).

- c. GRETNA may charge a fee for those areas in Douglas County which area is shown on Exhibit A-2013 attached hereto, served by the Gretna Municipal Sewer as part of the Gretna Master Fee Schedule based upon ongoing operation, maintenance, and repair charges for the Gretna Municipal Sewer affected.

16. **OMAHA Sewer Connection Fees Apply:** The shaded area in Exhibit H-2013 shows the relationship between the SARPY wastewater service area and the portion of Sarpy County where OMAHA sewer connection fees apply. Exhibit H-2013 will be administratively updated each time there is a change in the Sarpy jurisdiction. OMAHA interceptor connection fees equal to the prevailing rates established in the Omaha Municipal Code Chapter 31, Section 31-259, as from time to time amended, shall apply within the shaded area shown on an up-to-date Exhibit H-2013. SARPY shall collect such fees at the time of issuance of a building permit on all new lots or replatted lots within the shaded area shown on an up-to-date Exhibit H-2013. Each month, SARPY shall remit to OMAHA the applicable sewer connection fees assessed in the shaded area of an up-to-date Exhibit H-2013 from the previous month less an administrative fee of five percent (5%).

17. **Connections to the Gretna Municipal Sewer:** SARPY and GRETNA agree that connections to the Gretna Municipal Sewer shall be in accordance with the following:

- a. Permitted Connections. SARPY shall not, directly or indirectly, permit the connection to the Gretna municipal sewer, or future extension thereof, of any property, lot or structure used or to be used within the Gretna Service Area as shown on Exhibit "A-2013" attached hereto and described in paragraph 2 of this Agreement for any purpose whatsoever without an approved Wastewater Sewer Agreement with GRETNA. Connections of non-residential structures within the SARPY service area shall be allowed to connect to the Gretna municipal sewer, provided that other reasonable accommodations for sewer service are not available and the payment of applicable fees have been met. Such connection shall be subject to compliance with SARPY standard regulations and standard connection fees and other impositions charged by SARPY in respect to the project. Connection by non-residential developments within SARPY service area

may only be denied by GRETNA if the new connection, along with connections which have previously been completed or authorized, will cause the Gretna Municipal Sewer to exceed its capacity.

- b. Notification: GRETNA will notify SARPY of the connections permitted to the Gretna Municipal Sewer.
- c. Disconnections: GRETNA shall not disconnect any sewer line connecting into the Sarpy Sewer without the prior written consent of SARPY.

18. **GRETNA Sewer Connection Fees Apply:** For all connections in the GRETNA Service Area that are within SARPY zoning jurisdiction, SARPY shall collect fees according to Gretna's Master Fee Schedule. SARPY shall transfer to GRETNA, on a monthly basis, the sewer special connection fees collected at the time of platting or at the time of issuance of building permit. SARPY shall retain five percent (5%) of the total fees collected on behalf of the Gretna Municipal Sewer Fund, which shall be deposited in the segregated Sarpy County Sewer Fund. SARPY shall report to GRETNA on a monthly basis all fees that it has collected and remit to the City of Gretna the fees owed to GRETNA. GRETNA shall be responsible for the collection of fees within the Gretna zoning jurisdiction for all connections to the Gretna Municipal Sewer. GRETNA shall charge its sewer special connection fee pursuant to the Gretna Master Fee Schedule, then in effect, for connection to the Gretna municipal sewer. That amount shall be deposited in the segregated Gretna Municipal Sewer Fund.

19. **SARPY Sewer Flow Charges to GRETNA:** GRETNA shall pay SARPY its proportionate share of the operational costs for use of the Sarpy County Industrial Sewer based upon the amount of flow received from the GRETNA wastewater service area and the flat fee sewer operation charge in effect at the time of such use and payment. The SARPY flat fee sewer operation charge presently in effect to be paid by GRETNA to SARPY effective 9-1-13 is \$13,380 with a 5% annual increase. SARPY will bill GRETNA annually for this charge on or about July 1st for each ensuing year with payment due in full within 30 days of the billing date. The fee to be charged by SARPY to GRETNA is subject to change by the Sarpy County Board of Commissioners based upon the ongoing and future operation, maintenance, and repair charges for the Sarpy County Industrial Sewer and the amount of flow received from the GRETNA wastewater service area.

20. **OMAHA Allowed to Issue Discharge Permits in the SARPY and GRETNA Wastewater Service Areas:** SARPY and GRETNA's agreements with current and future S&IDs and other developments shall include acknowledgment that OMAHA has the authority to enforce prohibitions and limitations as specified in OMC Chapter 31 by means of discharge permits.

21. **Original Term of Agreement; Agreement Termination or Continuation:** As provided by Nebraska law (R.R.S. §14-365.09), this agreement will, unless extended as provided below, terminate ten (10) years after its effective date. This agreement may be extended by written amendment. OMAHA acknowledges its sewage treatment system is a public utility available without discrimination to members of specified classes.

Termination of sewage treatment will not be made without the approval of the appropriate state or federal agencies having jurisdiction over wastewater pollution and treatment. Termination of sewage treatment service will not be made before ninety (90) days following written notice of such termination. It is acknowledged that during said period, if negotiations produce no new agreement, the parties, or any one of them, may file and action in any court having jurisdiction over the matter to provide equitable relief concerning the issue of continued sewage treatment and the conditions and charges appropriate thereto. Nothing in this paragraph will be construed as a limitation on the regulations concerning sewage service and the appropriate rates pertaining thereto. This agreement (and all documents referenced herein, which are incorporated herein by this reference) constitutes the complete and entire understanding and agreement parties with respect to the subject matter hereof, and shall supersede any and all prior agreements and understandings, both oral and written, between the parties regarding said subject matter.

22. **Funds Currently Held.** OMAHA is currently holding funds transferred to it by MUD which had collected Gretna and Sarpy Retail Sewer Service Fees from MUD customers within the areas designated in Exhibit A-2013. OMAHA is committed to distributing these funds correctly and expeditiously. Immediately following the execution of this agreement, OMAHA, GRETNA, & SARPY will work collaboratively on a master list of accounts within each wastewater service area. The list will be formalized and adopted using a written wastewater service agreement amendment. Distribution of funds held by OMAHA will be based on this master list and will occur no later than six months after approval of this agreement.

23. **Wood Hollow Outfall Sewer.** SARPY agrees to properly disconnect, abandon and plug the Wood Hollow Outfall Sewer which will lie within the boundaries of the new NRD dam site prior to the time that such dam site is constructed.

24. **No Third Party Beneficiaries:** 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.

25. **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 as set forth in Paragraph 21 hereof and so long thereafter as 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 1.

- d. This Agreement can be modified only upon joint action of the parties and approval by their respective City Council and County Board or by a written administrative wastewater service agreement amendment signed by the OMAHA Public Works Director and the Sarpy County Administrator and Gretna City Administrator.
- e. 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 by consistent with their respective obligations in this cooperative undertaking.

26. **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 termination in accordance with this Agreement. This agreement may be separately executed in counterparts with the separate executed signature pages being attached upon all signatures being obtained, with the same force and effect as if the document was executed as one.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by the proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED BY SARPY this 17<sup>th</sup> day of September, 2013.



ATTEST:  
[Signature]  
Sarpy County Clerk

SARPY COUNTY, NEBRASKA:  
[Signature]  
Chairman of the Sarpy County Board

APPROVED AS TO FORM:  
[Signature]  
Deputy County Attorney

EXECUTED BY GRETNA this 18<sup>th</sup> day of September, 2013.



ATTEST:  
[Signature]  
City Clerk

CITY OF GRETNA, NEBRASKA:  
[Signature]  
Mayor

APPROVED AS TO FORM:  
[Signature]  
City Attorney

EXECUTED BY OMAHA this 12<sup>th</sup> day of September, 2013.

ATTEST:  
[Signature]  
City Clerk

CITY OF OMAHA, NEBRASKA:  
[Signature]  
Mayor

RECOMMENDED:

APPROVED AS TO FORM:  
[Signature]  
Public Works Director

[Signature]  
Deputy City Attorney



Exhibit B-2013



City of Omaha  
Hal Danb, Mayor

August 4, 1998

RECEIVED  
98 JUL 26 10:15  
CITY OF OMAHA

**Public Works Department**

Omaha/Douglas Civic Center  
1819 Farnam Street, Suite 601  
Omaha, Nebraska 68183-0601  
(402) 444-5220  
Telefax (402) 444-5248

Don W. Elliott, P.E.  
Public Works Director

Honorable President  
and Members of the City Council,

Transmitted herewith is a Resolution approving a Wastewater Service Agreement between Sarpy County, Nebraska and the City of Omaha. This is the master agreement for the drainage basin which is an irregular area from approximately 108th Street to 220th Street and from approximately Capehart Road to "Q" Street. A map showing the area to be served is included in the Agreement.

This area will be served through an outfall sewer that was recently constructed by Sarpy County and is designated as S.O.5463, Phase 1. The sewer connects to the Omaha Interceptor Sewer at approximately 110th Street, north of Giles Road. From there, the sewage is conveyed to the Papillion Creek Wastewater Treatment Plant for treatment.

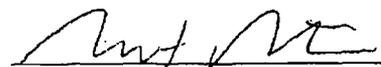
By this agreement, Omaha agrees to accept and treat the wastewater generated in this area. Details on how the wastewater will be monitored, measured, and billed are provided. Sarpy County agrees to refuse to allow connections outside of the area detailed in this agreement unless an amendment is approved by the City Council. Sarpy County also agrees to pay \$50,000 in administrative costs for the first 12 months of the agreement in order to set up a billing and tracking system for the area, with future administrative costs to be included in the monthly billing.

The Public Works Department requests your consideration and approval of the attached Resolution and Wastewater Service Agreement.

Respectfully submitted,

This action has been reviewed and found to be in conformance with the Master Plan.

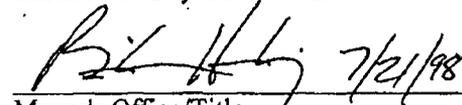
  
Don W. Elliott, P.E. *HRO* 7/14/98  
Public Works Director Date

  
Robert C. Peters *SP* 7.20.98  
Acting Planning Director Date

Approved as to Funding:

Referred to City Council for Consideration:

  
Louis A. D'Ercole *dm* 7/16/98  
Finance Director Date

  
Mayor's Office/Title 7/21/98  
Date

P:PW14003.PJM

①

**AGREEMENT FOR WASTEWATER SERVICE BETWEEN  
CITY OF OMAHA, NEBRASKA AND  
SARPY COUNTY, NEBRASKA**

THIS AGREEMENT, made this 17<sup>th</sup> day of August, 1998 by and between SARPY COUNTY, NEBRASKA (hereinafter called SARPY) and the CITY OF OMAHA, a Municipal Corporation of the State of Nebraska (hereinafter called OMAHA).

WITNESSETH THAT:

WHEREAS, OMAHA has constructed a wastewater treatment plant at the confluence of the Papillion Creek and the Missouri River; and,

WHEREAS, SARPY has constructed a wastewater interceptor to convey wastewater from certain areas of SARPY to the OMAHA wastewater treatment system; and,

WHEREAS, SARPY desires to have OMAHA convey and treat SARPY's sewage from the connection point; and,

WHEREAS, it is to the mutual advantage of the parties hereto and in the general public interest for the sewage of SARPY from the Papillion Creek Watershed to be treated at the aforesaid Omaha Treatment Plant; and,

WHEREAS, the accomplishment of such an arrangement is authorized by law.

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

1. For the services hereinafter stipulated to be performed by OMAHA, SARPY shall comply with the terms as set forth in the City of Omaha WASTEWATER SERVICE AGREEMENT, GENERAL PROVISIONS, dated November 1, 1994, a copy of which is attached hereto and made a part hereof, and make payment of user fees accordingly.
2. OMAHA shall provide sewage treatment services as called for in said GENERAL PROVISIONS for the area shown in Exhibit A-1998, prepared by SARPY and submitted to OMAHA. This agreement covers only that area specified. Development and connection to the sewer system for any additional area outside of this area must be provided for by amending this service agreement or by a new wastewater service agreement. New development and connection to the sewer system for any area platted within the area must be provided for by a new wastewater service agreement between the authorized agent of such development and OMAHA following the procedure found in Exhibit C-1998
3. Exhibit B-1998 shows the boundaries of the Papillion Creek Watershed In SARPY. Wastewater service shall not be provided by OMAHA outside this watershed. The shaded area, if any, is not covered by this agreement and wastewater service to development is not guaranteed expressly or by inference. However, it shall not be unreasonably or inequitably withheld
4. Except as may otherwise be required by law, SARPY may not sell, lease or otherwise relinquish control of any portion of such line without express written permission of OMAHA. OMAHA may terminate this contract, with six (6) months written notice if an other governmental entity annexes a portion of this line. Furthermore, OMAHA reserves right of first refusal for purchase of this line.



5. SARPY shall be responsible for obtaining and/or granting all necessary local and state governmental permits for the sewer construction and connection. OMAHA'S permission provided for herein is only that of the owner of the utility.
6. A manhole shall be constructed by SARPY at connection point as indicated on Exhibit A-1998; such that the first six (6) feet of riser above the floor of the manhole is a minimum of seventy-two inches in diameter and shall be equipped with a primary measuring device.
  - a) The location of each such manhole and selection of suitable primary device shall be approved by the Environmental Quality Control Division of OMAHA.
  - b) SARPY shall provide sufficient electrical service to the manhole to power a continuous flow recorder and a hard surfaced road to the manhole from the nearest county or state road.
  - c) As development occurs and need demands, SARPY shall install a new manhole, comparable to the one described above, to perform periodic monitoring of flow rates and strengths from this watershed.
  - d) Should SARPY fail to install such a monitoring manhole in a reasonable period after notice, OMAHA may perform such construction and other activities necessary to provide a suitable monitoring manhole and charge SARPY for all associated costs, which may be recovered by withholding any and all rebates as described in 7. c) below.
7. Charges for this specified wastewater service for SARPY shall be billed to individual customers monthly by OMAHA, through an agreement with MUD, at prevailing retail sewer user charges billed, including appropriate strength charges; and;
  - a) SARPY shall provide, through an agreement with MUD, OMAHA a computerized listing of customers in the watershed and pay for the startup and any additional costs for maintaining the special status of these accounts on Metropolitan Utilities District's (MUD's) billing system.
  - b) SARPY shall provide, through an agreement with MUD, OMAHA monthly listings of new customers in the watershed, OMAHA shall provide MUD with notice to track said customers as special accounts. SARPY shall update these listings by providing all information related to new developments, housing permits and other such information as may be deemed appropriate by OMAHA on a monthly frequency.
  - c) OMAHA shall refund (or bill) monthly to SARPY the difference, positive (or negative), between the total of all monthly standard OMAHA residential rates billed the SARPY customers in the effected watershed and the sum of the following:
    - 1) the number of Bulk II customer charges monthly equal to the total of all customers of all classes in the effected area,
    - 2) one monthly Bulk I customer charge and
    - 3) additional administrative costs (including MUD billing costs) incurred by OMAHA
    - 4) all non-residential customers shall, for the purposes of rebate determination, be counted as residential customers.



d) The additional administrative costs in 7. c) 3) above are agreed to be \$50,000.00 the first twelve (12) months and shall be credited to OMAHA in four equal portions of \$12,500.00. The first portion will be billed to SARPY three months after the date of signing this agreement and the subsequent portions shall be billed to SARPY after six months, after nine months, and the last portion billed one year after signing.

e) After the first twelve months, the administrative charges as in 7. c) 3) shall be deducted from the SARPY rebate at a rate of \$3.00 per account per month, from which OMAHA shall pay monthly billing charges due to MUD, as in 7c) 3) above. These costs shall be reviewed annually and may be adjusted by agreement of the Sarpy County Administrator and the Omaha Public Works Director.

f) Any delinquent receivables due OMAHA from the customers effected by this agreement which are withheld by MUD from payment to OMAHA shall be deducted from any rebate due SARPY in a manner similar to the agreement between OMAHA and MUD.

g) SARPY's agreements with current and future S&IDs and other developments shall include acknowledgment that OMAHA is the authorized party to bill for providing wastewater service and that OMAHA has the authority to enforce prohibitions and limitations as specified in OMC Chapter 31 by means of discharge permits.

8. SARPY shall encourage existing developments using non-MUD water sources to switch to MUD water. Within the MUD service area and in the area effected by this agreement, SARPY shall prohibit new developments that propose to use water sources other than MUD without specific approval of OMAHA. Such approval shall be guided by Exhibit "D" "CRITERIA FOR USING NON-MUD WATER" and shall not be unreasonably withheld by OMAHA.

9. As provided by Nebraska law (R.R.S. 14-365.09), this agreement will, unless extended as provided below, terminate ten (10) years after its effective date. This agreement may be extended by written amendment. OMAHA acknowledges its sewage treatment system is a public utility available without discrimination to members of specified classes. Termination of sewage treatment will not be made without the approval of the appropriate state or federal agencies having jurisdiction over wastewater pollution and treatment. Termination of sewage treatment service will not be made before ninety (90) days following written notice of such termination. It is acknowledged that during said period, if negotiations produce no new agreement, the parties, or any one of them, may file an action in any court having jurisdiction over the matter to provide equitable relief concerning the issue of continued sewage treatment and the conditions and charges appropriate thereto. Nothing in this paragraph will be construed as a limitation on the regulations concerning sewage service and the appropriate rates pertaining thereto.

10. 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.



IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by the proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED BY SARPY this 23rd day of June, 1998.



WITNESST:

SARPY COUNTY, NEBRASKA

[Signature]  
Sarpy County Clerk

[Signature]  
Chairman of the Sarpy County Board

Approved as to form: [Signature]

EXECUTED BY OMAHA this 17th day of August, 1998.

ATTEST:

CITY OF OMAHA:

[Signature]  
City Clerk

[Signature]  
Mayor

RECOMMENDED:

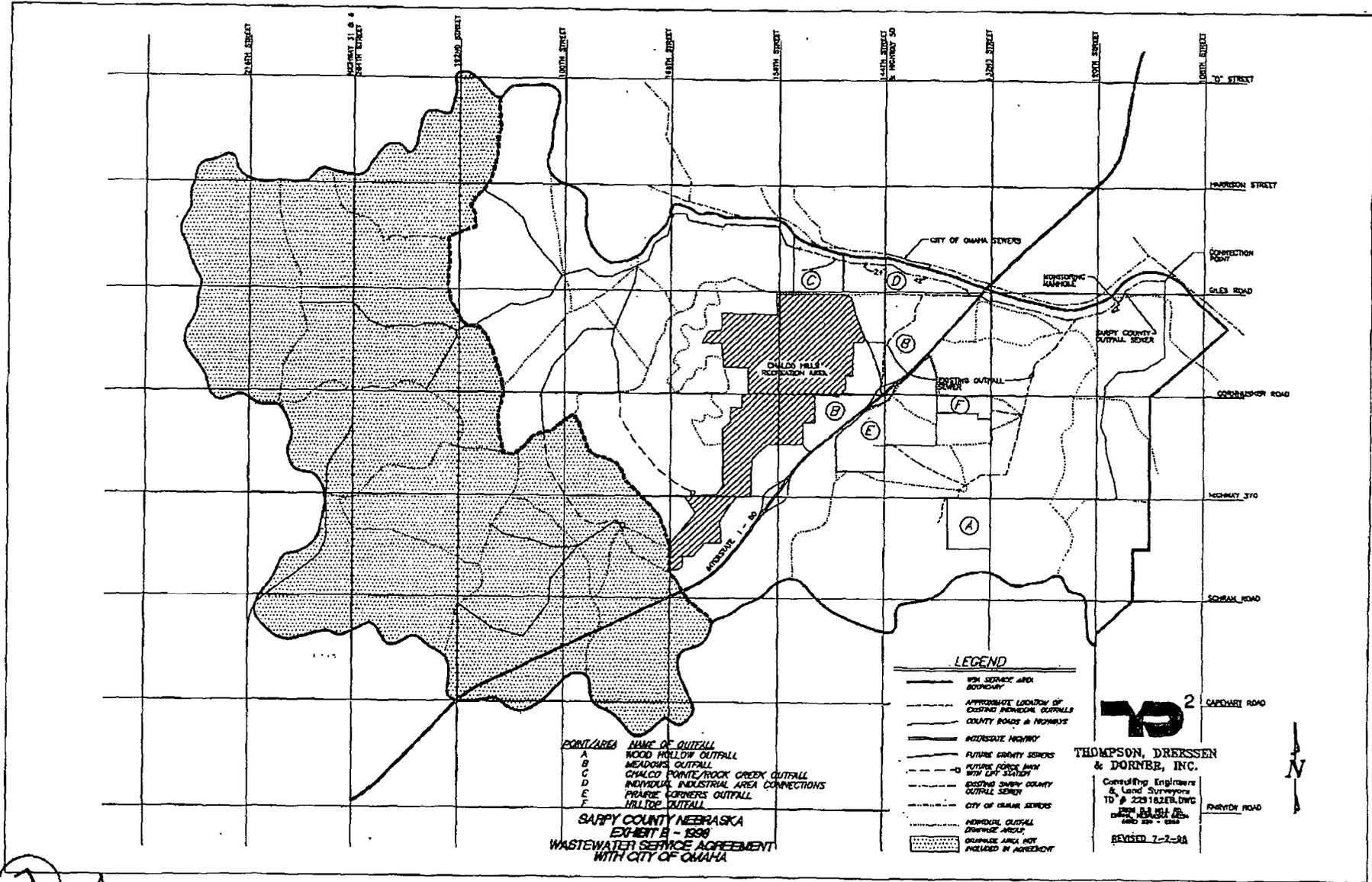
APPROVED AS TO FORM:

[Signature]  
Public Works Director

[Signature]  
Assistant City Attorney





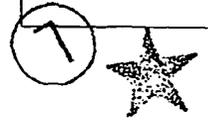


POINT AREA	NAME OF OUTFALL
A	WOOD HOLLOW OUTFALL
B	MEDOWS OUTFALL
C	CHALLOO POINT-ROCK CREEK OUTFALL
D	INDIVIDUAL INDUSTRIAL AREA CONNECTIONS
E	PRAIRIE CORNERS OUTFALL
F	HILLTOP OUTFALL

SARPY COUNTY NEBRASKA  
 EXHIBIT B - 1990  
 WASTEWATER SERVICE AGREEMENT  
 WITH CITY OF OMAHA

- LEGEND**
- 18" SERVICE AND BULKHEAD
  - APPROPRIATE LOCATION OF EXISTING INDIVIDUAL OUTFALLS
  - COUNTY ROADS & HIGHWAYS
  - INTERSTATE HIGHWAY
  - FUTURE GRANTY SEWERS
  - FUTURE POINT AREA WITH LIFT STATION
  - EXISTING SARPY COUNTY OUTFALL SEWER
  - CITY OF OMAHA SEWERS
  - INDIVIDUAL OUTFALL DOWNSIDE AREA
  - OUTFALL AREA NOT INCLUDED IN AGREEMENT

**TD<sup>2</sup>**  
 THOMPSON, DRETSSEN & DORNBER, INC.  
 Consulting Engineers & Land Surveyors  
 TD # 223 18228, DWG  
 DATE: 08/01/90  
 WNO: 08/01/90  
 REVISED 7-2-98



## Exhibit C-1998

### Procedure for Sarpy County SID to Obtain Wastewater Service Agreement with City of Omaha

NO sewer connections (direct or indirect) may be made to the Omaha wastewater collection system without a fully executed wastewater service agreement!

Before an SID can apply for a wastewater service agreement with the City of Omaha it must:

- receive final platting authority from the appropriate Sarpy County officials including the "Urbanized Planning Commission" as required.
  - have an engineer's estimate of the maximum sanitary flow which will be generated by the SID at full development
  - obtain a flow allocation equivalent to the flow to be generated by the development(s) within the SID if the SID is in the geographic area served by PSO 3642 or the Sarpy County relief sewer
  - Provide details about who will supply and bill water service to the SID
1. Determine if SID is inside or outside of drainage area covered by Interlocal Agreement between Sarpy County and the City of Omaha (PSO 3642/Sarpy County relief sewer drainage basin).

If SID is inside the area covered by the interlocal agreement, obtain flow allocation from authorized agency for whole SID or part of SID to be developed and covered by the wastewater service agreement.
  2. Determine ownership of each sewer line used as a connection point for the SID AND ownership of each downstream sewer line used to convey SID's sewage to the Omaha treatment system which is NOT owned by the SID. If Omaha does not own the sewer line(s), execute an agreement granting permission to connect to and use sewer outfall of owner(s). Submit copy of this fully executed agreement(s) with other required information.
  3. Provide copy of engineer's certification that each sewer line used by the SID to reach the Omaha treatment system has uncommitted capacity to handle the maximum projected sanitary or process flow from the SID



4. Provide details on SID lots, sewers and connection points to enable Sandy Knott to customize the generic service agreement. Example: Connection Point 1, 300 single family homes and 150 multifamily units. Connection Point 2, 1.2 acres commercial development etc.
5. Prepare and provide Sandy Knott with an Exhibit "A"; an 8.5 X 11 inch and/or 11 X 17 inch sheet showing:
  - the boundaries of the subdivision & SID
  - all platted lots
  - the portion of the subdivision area or SID to be developed and covered by this service agreement
  - all streets and sewer lines within the SID or immediately adjacent to the SID
  - each connection point to the City of Omaha sewer system - indicate project number of each Omaha-owned outfall line; an Interceptor Connection agreement will be required if there is a direct connection to one of Omaha's interceptor sewers
  - each connection point to sewer system not owned by SID or City of Omaha - indicate designated project number of the sewer line and its owner
6. Prepare and provide Sandy Knott with a standard plans-size version of the SID showing the details requested above.
7. Provide diskette containing computer aided design (CAD) system files that show the details specified above.
8. Prepare and provide Sandy Knott with an Exhibit "B"; an 8.5 X 11 inch and/or 11 X 17 inch sheet showing:
  - Exhibit "A" details but shade any/all areas of the subdivision or SID that are not covered by the proposed wastewater service agreement

## EXHIBIT "D"

### CRITERIA FOR APPROVAL OF A NON-MUD WATER SOURCE

#### **Residential Developments**

Each residence shall have an individual water meter that is read or estimated monthly. The water system must provide a billing system equivalent to the one that MUD uses to calculate winter average consumption and provides for the billing of the lessor of such average and the actual consumption for each non-winter month. For this purpose, the winter months are defined as the water consumption billed in the months of December, January, February and March of each year. The minimum billing amount shall be consistent with the average of metropolitan subdivisions unless there is better information available. This billing system shall be in place prior to connection to the Omaha Wastewater Treatment System via direct or indirect connection. Failure to provide such a billing system before connection shall result in the billing the development as a commercial customer (see below).

#### **Commercial Developments**

Each commercial account shall have an individual water (or sewage) meter that is read or estimated monthly. The water system must provide a billing system equivalent to the one that MUD uses to provide billing of all water consumed by the individual water meter plus any additional charges due the City of Omaha based on the strength of the wastewater discharged to the system.

(L)

9. The engineer for the SID should complete and submit the following table which determines sewer connection fees applicable for development within the drainage area of PSO 3642/Sarpy County relief line:

Number of Lots	Type of Development	Connection Fee	Connection Fees
	Residential Single Family	\$ 673 per lot	\$
	Duplex	\$ 673 per unit	\$
	Mobile Home	\$ 673 per unit	\$
	All Other Residential (ex. apartments)	\$ 356 per living unit	\$
	Commercial, Industrial and Institutional	\$ 3,878 per acre	\$
<b>TOTAL</b>			<b>\$</b>

Preliminary copies of Exhibit "A", Exhibit "B" or the proposed service agreement if prepared by an outside agency may be sent via facsimile machine to 444-3904, Attention: Sandy Knott.

When the text of all documents has been finalized, six (6) complete copies will need to be prepared and executed by the SID board and returned to Sandy Knott, Quality Control Division, 5600 South 10th Street, Omaha, NE 68107.

If a Sarpy County flow allocation is required, it must be received by Omaha before the SID-executed wastewater service agreement will be submitted for City of Omaha City Council agenda. Allow a minimum of four (4) weeks for resolution to be scheduled/appear on Omaha City Council agenda.

One of the completely executed wastewater service agreements will be returned to the SID upon completion. If more than one executed copy is required by the SID, provide notice to Sandy Knott prior to preparation of the final draft. Provide the name and address of the person who should receive the executed service agreement(s).

Payment of sewer connection fees specified in the wastewater service agreement must be made to Sarpy County Permits and Inspections Division. No building permits will be issued for lots in the SID until all specified sewer connection fees have been paid. The fees specified in the agreement are those which are collected via Sarpy County and remitted to the City of Omaha, the actual amount charged by Sarpy County Planning may be different.



**CITY OF OMAHA  
WASTEWATER SERVICE AGREEMENT  
GENERAL PROVISIONS**

NOVEMBER 1, 1994

**SECTION I  
THREE CLASSES OF USERS**

Wastewater collection and treatment services described herein shall be offered by the City of Omaha, hereinafter, referred to as the "City" to three classes of users. These classes are (1) Municipalities, (2) Sanitary and Improvement Districts, and (3) Service Users, which shall consist of all users approved by the City of Omaha, except Municipalities and Sanitary and Improvement Districts. Hereinafter, such users will be referred to as the "Contributing System," unless the provisions are not applicable to all classes.

Such service will be offered by the City of Omaha to Municipalities, Sanitary and Improvement Districts and the Sewer Service Users within or adjacent to areas served by existing and proposed facilities of the Wastewater Treatment Systems of the City and shall include receiving, transporting, treating and disposing of wastewater or sewage from the wastewater or Sanitary Sewage Systems of Municipalities, Sanitary and Improvement Districts and Service Users in accordance with the terms and conditions of these General Provisions and any Special Provisions in this Agreement.

**SECTION II  
CONTRIBUTING SYSTEM**

The Contributing System shall be considered to be that portion of the wastewater and treatment facilities within the Municipality or Sanitary and Improvement District or Service Users which flow to the point(s) of connection to the City of Omaha's interceptor system.

**SECTION III  
CONTRIBUTING SYSTEM-OWNED FACILITIES**

Contributing System-owned facilities shall be those facilities owned and operated by the Contributing System including future additions and improvements thereto, and those facilities constructed by the Contributing System in order to effect the interconnection with the Wastewater System of the City of Omaha.

The Contributing System shall retain the responsibility for construction, operation, maintenance and ownership of facilities comprising the contributing system and future additions thereto and shall retain all contractual and managerial obligations associated with such Contributing System-owned facilities.

**SECTION IV  
CONNECTION APPROVAL**

The Contributing System shall not make its connection to the system of the City until it is authorized in writing by the City Public Works Director or his designee.



**SECTION V**  
**POINT OF CONNECTION**

Subject to the conditions and provisions hereinafter specified, the Contributing System may connect its Wastewater System to the Wastewater System of the City of Omaha only in such manner of such materials and at such place as shown on Exhibit "A" hereof, which must receive the approval of the City of Omaha prior to such connection, attached hereto and made a part hereof. Should a change of the point or points of connection be required by the City of Omaha because of a change in the quality or quantity of flow from the Contributing System, or should the Contributing System request additional points of connection at some future date, such change(s) or additional connection(s) shall be made at the expenditure of the Contributing System and as directed by the Public Works Department of the City of Omaha. Any changes in such points necessitated by any changes in flow from the City shall be at the cost of the City.

**SECTION VI**  
**ADDITIONAL CONNECTIONS**

Service Users shall not allow any other party to connect to such user's system without the written approval of the City of Omaha. Sanitary and Improvement Districts shall not allow any sewer lines or sewers outside their boundaries as existing on the date of this Agreement or outside the area shown on the most recent Exhibit "A" to be connected directly or indirectly to their Wastewater Systems without the written approval of the City of Omaha.

Certification shall be given to the City from the consultant or design engineer of the Contributing System that the addition of the additional connections will not overload or exceed design capacity of those sewers being connected to.

Municipalities shall not allow any sewer lines or sewers outside of the Papillion Creek Watershed to be connected directly or indirectly to their Wastewater Systems without the written approval of the City of Omaha.

If and when Omaha determines that the then existing flow to the Papillion Creek Treatment Plant plus potential flow from all subdivisions then connected to the Papillion Creek Sewer System or for which final plats have been approved by their respective jurisdiction and which are planned for connection to the Papillion Creek Sewer System equals or exceeds the capacity at that time of the Papillion Creek Treatment Plant, Omaha will give notice to all Municipalities connected to the Papillion Creek System. From that time forward, neither Omaha nor any other Municipality will approve any additional final plats within their respective zoning jurisdictions and Omaha will not make any additional wastewater service agreements or amend existing agreements to serve additional lots until the capacity of the Papillion Creek Wastewater Treatment Plant is increased. The City of Omaha will include this provision in all wastewater service agreements made between Omaha and other municipalities after the date of this Agreement.

**SECTION VII**  
**OMAHA'S RIGHT TO CONNECT**

It is agreed that the City of Omaha shall have the right to connect any City sewers or those within its zoning jurisdiction to any Contributing System without cost to such Contributing System to provide an outlet for such City Sewers, if necessary, provided, however, that the system to which such connections are made has sufficient reserve capacity to carry the combined load if such combined load becomes necessary. The contributing system has the right to review designs, specifications and criteria for sewer systems to be connected directly or indirectly to the sewer system owned by the contributing system prior to connection.



**SECTION VIII**  
**DISCONNECTIONS AND TERMINATION**

The City shall have the right to make any disconnections and recover the expenses thereof from the Contributing System should the Contributing System neglect or refuse to disconnect or fail to negotiate a new contract following termination as herein provided. Any Contributing System which ceases to use any wastewater system connected to the system of the City shall disconnect the same at its expense or failing that, the City of Omaha may disconnect the same at the expense of the Contributing System. Omaha acknowledges its sewage treatment system is a public utility available without discrimination to members of specified classes. Termination of sewage treatment will not be made without the approval of the appropriate State or Federal agencies having jurisdiction over wastewater pollution and treatment. Termination of sewage treatment service will not be made before ninety (90) days following written notice of such termination. It is acknowledged that during said period, if negotiations produce no new agreement, the parties, or any one of them, may file an action in any court having jurisdiction over the matter to provide equitable relief concerning the issue of continued sewage treatment and the conditions and charges appropriate thereto. Nothing in this paragraph will be construed as a limitation on the authority of the governing body of Omaha to set reasonable rules and regulations concerning sewage service and the appropriate rates pertaining thereto.

**SECTION IX**  
**CONTRIBUTING SYSTEM MUNICIPALITY CONTROL OF CONNECTIONS**

Sewer connections made within the jurisdiction of the Contributing System which is a Municipality shall be under the control of such Municipality. Current records will be maintained by such Municipality and made available to the City upon request by the Director of the Public Works Department of the City of Omaha. New connections shall be limited to wastewater only and the number of connections authorized within such Municipality within the area shown on the most recent Exhibit "A" shall be the sole responsibility of such Municipality and its duly authorized representatives.

**SECTION X**  
**NEW STORM CONNECTIONS PROHIBITED**

After the beginning of service under this Agreement, the Contributing System shall not make or permit to be made any connections which will contribute directly or indirectly into the City Wastewater System, the storm water run-off from surface drains, ditches, streams, storm sewers, roof, areaway or foundation drains.

**SECTION XI**  
**EXISTING STORM CONNECTIONS**

As to storm water connections of the type described above which existed in the Contributing System prior to the beginning of service from the Omaha System, the Contributing System shall work as vigorously as possible within the technical and financial capabilities of the Contributing System to eliminate all of its storm water connections. The infiltration of ground water in all sewers constructed in the Contributing System after the date of the execution of this Agreement shall not exceed 200 gallons per inch diameter per mile in 24 hours.

To comply with regulatory requirements, all Contributing Systems having either acceptable or unacceptable waste in the effluent may be required to file with the City of Omaha at least once each year during May, June or September a report on the flow of the wastewater. Essentially this requirement is to meet the obligations of the NPDES permit regarding elimination of extraneous water. The Contributing System may engage the services of any independent testing laboratory for this service. Costs incurred with this are at the expense of the Contributing System.

**SECTION XII**  
**DESIGN REVIEW**

The City of Omaha has the right to review the designs, specifications and criteria for additions or modifications to any portion of the Contributing System connected directly or indirectly to the Omaha Sewer System prior to the work being so connected to the Omaha System.

**SECTION XIII**  
**CHARGES**

As full compensation for the receiving, transporting, and treating of the sewage from the Contributing System, the Contributing System agrees to pay the City as follows: Municipalities, those Sanitary and Improvement Districts and Service Users that are not connected to MUD shall pay a sum equivalent to the sewer service charges or use fees from time to time charged to users as provided by Article IV, of the Omaha Municipal Code, and any amendments thereto, for the use of the City's Sewer System; specifically, the appropriate flow charge, abnormal charge and customer charge per month based on the flow volume for each connection point to the City's Wastewater System. Payments for wastewater service shall be made within thirty (30) days following receipt of invoice and shall thereafter be delinquent. Delinquent balances shall bear interest at a rate equal to the average rate earned by the City of Omaha from its short term investments during the three months preceding the delinquency. Such Municipality or Sanitary and Improvement District must collect from all contributors within its boundaries or those connected to its system on a fair and equitable cost recovery basis, subject to the approval of the Nebraska Department of Environmental Quality, NDEQ. All users within Sanitary and Improvement Districts party to this Agreement connected to the City's System and served by the Water Service of the Metropolitan Utilities District shall pay the rates provided for in Chapter 31 of the Omaha Municipal Code (O.M.C.) according to the provisions therein and the metered water usage.

**SECTION XIV**  
**USE OF PUBLIC AREAS**

It is agreed and understood that there shall be no payment by the City for the use of any streets, alleys, avenues, or public property, if any, in the Contributing System for sewer lines or appurtenances constructed therein for the benefit of the City, provided the City shall, at its expense, repair and replace any pavement damaged during such construction and shall likewise pay the cost of any necessary utility relocations.

**SECTION XV**  
**FLOW RECORDERS AND SAMPLING DEVICES**

When deemed necessary by the City Public Works Director to facilitate a fair and equitable charge being billed by the City of Omaha, the Contributing System agrees to install at its expense sampling manholes approved by the City of Omaha, as provided in the City of Omaha Wastewater Ordinances at point(s) designated by the City of Omaha. The City will provide monitoring services as per Section 31-75 O.M.C.; however, all maintenance required on the containing structures and manholes shall be at the expense of the Contributing System.

**SECTION XVI**  
**REPORTING NEW INDUSTRIES**

It shall be the responsibility of the person or department authorized to issue building permits within the jurisdictional limits of Contributing System Municipalities to notify the City of Omaha Public Works Director of any new industries locating within such jurisdictional limits as soon as such location is known to such person or department.

**SECTION XVII**  
**INDUSTRIAL MONITORING AND REPORTING**

To comply with regulatory requirements, any industries classified as existing or new source by the United States Environmental Protection Agency, having either acceptable or unacceptable wastes in their effluent, may be required to file with the appropriate City and the City of Omaha at least once each year a sampling report and analysis in accordance with City of Omaha Ordinance, rules and regulations of the flow strength characteristics of their plant effluent wastewater in terms of BOD, suspended solids, grease, and pH and any other parameter required by the United States Environmental Protection Agency or the Nebraska Department of Environmental Quality in monitoring sewage influent and effluent from publicly-owned treatment plants, according to the NPDES permit.

Industries required, under NDEQ Title 127 to obtain a Pretreatment Permit, must file a similar report with the Director of the City of Omaha Public Works Department or his designee every June and January. Sampling and analysis may be done by the appropriate Contributing System and/or by the City of Omaha and by any City of Omaha approved laboratory according to Section 31-74 O.M.C. from time to time the City of Omaha may require 24 hours flow proportion composite samples to be split and given to the City of Omaha Public Works Department Director or designee for verification. Such samples shall be representative of a normal average production day. Any additional costs for obtaining the additional samples or testing shall be paid for by the Industry involved.

**SECTION XVIII**  
**SAMPLING AND TESTING COSTS**

Except as expressly provided in this contract, the City of Omaha has no obligation to make payments to any party for such sampling and testing costs.

**SECTION XIX**  
**INSPECTION AND TESTING**

The Contributing System shall, with respect to property owned by it or under its control, allow the City of Omaha Public Works Department Director or designees and such personnel from the State or Federal agencies, upon presentation of proper credentials:

1. To enter premises where an effluent source is located or in which any records are required to be kept under the terms of this Agreement.
2. At reasonable times to have access to or copy any records required by this Agreement or State or Federal laws or regulations to be kept by the Contributing System.
3. To inspect and repair or adjust any monitoring equipment or monitoring method required in this Agreement.
4. To sample any discharge point for pollutants.

Contributing System Municipalities shall, when requested under reasonable circumstances, assist City personnel in making such investigation and inquiry of the property of users within the boundaries or jurisdiction of such Contributing System Municipalities.

**SECTION XX**  
**REPORTS**

Service Users, party to this Agreement, shall make all reports required by City Ordinance, rules or regulations directly to the City of Omaha.

Municipalities and Sanitary and Improvement Districts, party to this Agreement, shall require within their boundaries or jurisdiction that all such reports be made to them and shall cause copies of all such reports to be sent to the City of Omaha Public Works Director.

**SECTION XXI**  
**LAWS AND REGULATIONS**

The Contributing System agrees to conform with and enforce all Minimum Standards, Ordinances, rules, regulations and requirements of the City of Omaha and all applicable State and Federal laws, rules and regulations concerning: (1) Industrial Cost Recovery for industries within or connected to the Contributing System, and (2) Wastewater discharges, including limitations and prohibitions, monitoring, and reporting within the Contributing System.

Wastewater emptied into the City Wastewater System from the Contributing System shall be in conformity with Chapter 31, Article III of the Omaha Municipal Code and current regulations pertaining to sewers or sewage within the City and/or in accordance with all State and Federal laws, rules and regulations, whichever is the most restrictive. Wastewater not in conformity with such rules and regulations shall not be permitted to flow through the sewers of the Contributing System into the Omaha Sewage System.

**SECTION XXII**  
**AMENDMENTS - FEDERAL AND STATE REGULATIONS**

The Contributing System agrees to abide by any changes in this Agreement made necessary by revisions or additions to State or Federal regulations.

**SECTION XXIII**  
**APPORTIONMENT OF FINES**

Any fines or penalties imposed upon the City by any Federal or State agency or any court of competent jurisdiction shall be paid by the Contributing System or Systems, if any, to which the effluent or other act causing such fine or penalty can be traced. Such payment shall be apportioned to the Contributing Systems, including the City, according to their contribution to the cause of such fine or penalty.

**SECTION XXIV**  
**CHANGE IN OWNERSHIP**

In the event of any change in the control or ownership of a facility of a Service User from which authorized discharges are emitted, the permittee user shall notify the succeeding owner or controller of the existence of this Agreement and the permit by means of a letter, a copy of which shall be forwarded to the City. This Agreement is not assignable from or to Service Users.



**SECTION XXV**  
**HAZARDOUS WASTES**

It is agreed and understood that the parties to this Agreement are, or may be subject under Section 311 of the Water Pollution Control Act, as it applies to oil and hazardous wastes, and to any applicable State Law or Legislation, under the authority preserved by Section 510 of the Water Pollution Control Act.

**SECTION XXVI**  
**INTERRUPTION OF SERVICE**

In the event of a stoppage of the City's Wastewater System or in the event of an interruption of service by the City, it is understood and agreed that the City, its officers, employees and agents, in the absence of gross negligence, shall be absolutely free of any liability to the Contributing System, or any owners or lessees of the property or premises within or served by the Contributing System.

**SECTION XXVII**  
**SERVICE WITHIN THE ZONING JURISDICTION OF A MUNICIPALITY**

The City of Omaha will not enter into an Agreement to provide wastewater collection or treatment service to any sanitary and improvement district or other contributing system located partly or wholly within the zoning jurisdiction of a municipality, party to this Agreement, until the plans for the proposed connection have been reviewed by such municipality.

**SECTION XXVIII**  
**DURATION OF AGREEMENT**

As provided by Nebraska law (R.R.S. 14-365.09), the term of this Agreement shall be for a period of ten (10) years beginning on the date of the execution hereof. However, it may be extended by written amendment. If the Contributing System is desirous to continue to have its wastewater received and treated by the City of Omaha, the Contributing System will notify the City of Omaha within six (6) months of the termination date of this Agreement whereupon the parties will make reasonable efforts to negotiate a new Agreement for such service by the City of Omaha.

**SECTION XXIX**  
**NON-DISCRIMINATION**

The Contributing System shall not, in the performance of this Agreement, discriminate or permit discrimination against any person because of race, sex, age, or political or religious opinions or affiliations in violation of State laws or local ordinances.

**SECTION XXX**  
**SOLICITATION**

The Contributing System does hereby state, warrant, and covenant that it has not retained or employed any company or person, other than bona fide employees of the Contributing System, to solicit or secure this contract, and it has not paid or agreed to pay any company or person, other than a bona fide employee of the Contributing System, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this statement, warrant, and covenant, the City of Omaha shall have the right to annul this Agreement without liability.

**SECTION XXXI**  
**SEVERABILITY**

If any portion or portions of this Agreement is or are declared illegal or invalid, all other portions shall, to the maximum extent possible, remain in full force and effect.

**SECTION XXXII**  
**TITLES**

The titles used in these General Provisions are for convenience only and shall not be used in interpreting these General Provisions.

**SECTION XXXIII**  
**STRICT COMPLIANCE**

All provisions of this contract and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from authorized representative.



# CITY OF OMAHA

## LEGISLATIVE CHAMBER

Omaha, Nebr.....August 4..... 1998.....

RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

WHEREAS, the City of Omaha has constructed a regional wastewater treatment plant known as the Papillion Creek Plant; and,

WHEREAS, Sarpy County, Nebraska desires to have Omaha convey and treat Sarpy County's sewage from the connection point between Sarpy County's sewer and the treatment plant; and,

WHEREAS, the attached agreement, which by this reference becomes a part hereof, details the boundaries of the service area which surround the Chalco Hills Recreation Area and conditions by which Omaha agrees to accept and treat Sarpy County's sewage.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

THAT, the Wastewater Service Agreement between the City and Sarpy County concerning sewage generated in the area surrounding the Chalco Hills Recreation Area is hereby approved.

APPROVED AS TO FORM:

*[Signature]* 7-14-98  
ASSISTANT CITY ATTORNEY      DATE

P:\PWN4004.PJM

By *Frank Brown*  
.....  
Councilmember

Adopted... AUG 4 1998

*[Signature]*  
.....  
City Clerk

Approved *Hal Daub* 8/2/98  
.....  
Mayor



NO. 219 ✓

Resolution by .....

Res. that the Wastewater Service Agreement between the City and Sarpy County concerning sewage generated in the area surrounding the Chalco Hills Recreation Area is hereby approved. *(108<sup>th</sup> to 220 Street, Capehart Road to "Q" Street)*  
P:PW14004.PJM

*219*

Presented to City Council

AUG - 4 1998 19.....

**Adopted** 7-0

*Buster Brown*

City Clerk

*Agreement  
Chalco  
Sarpy  
JAN 10 1998  
Buster Brown*

*10 Agreements  
Res # 371*



City of Omaha  
Mike Fahey, Mayor

February 12, 2002

RECEIVED

02 FEB -1 PM 2:29

CITY CLERK  
OMAHA, NEBRASKA

Public Works Department

Omaha/Douglas Civic Center  
1819 Farnam Street, Suite 601  
Omaha, Nebraska 68183-0601  
(402) 444-5220  
Telefax (402) 444-5248

Norm Jackman, P.E.  
Acting Public Works Director

Honorable President

and Members of the City Council,

Transmitted herewith is a Resolution approving a Wastewater Service Agreement between the City of Gretna and the City of Omaha. This is the master agreement for the drainage basin which surrounds Gretna. A map showing the area to be served is included in the agreement.

This area will be served through an outfall sewer that was recently constructed by Sarpy County and is designated as S.O. 5463, Phase 2. The sewer connects to the Omaha Interceptor Sewer at approximately 110<sup>th</sup> Street, north of Giles Road. From there, the sewage is drained to the Papillion Creek Wastewater Treatment Plant and treated.

By this agreement, Omaha agrees to accept the wastewater generated in this area and treat it. There are details in the agreement on how the wastewater will be monitored, measured, and billed. Gretna agrees to refuse to allow connections outside of the area detailed in this agreement unless an amendment is approved by City Council.

The Public Works Department requests your consideration and approval of the attached Resolution and Wastewater Service Agreement.

Respectfully submitted,

Referred to City Council for Consideration:

*[Signature]*  
Norm Jackman, P.E.  
Acting Public Works Director  
*1-29-02*  
Date

*[Signature]*  
Mayor's Office  
*2-1-02*  
Date

Approved:

This action has been reviewed and found to be in conformance with the Master Plan

*[Signature]*  
Stanley P. Timm  
Finance Director  
*01/30/02*  
Date

*[Signature]*  
Robert C. Peters  
Planning Director  
*1-31-02*  
Date



**AGREEMENT FOR WASTEWATER SERVICE BETWEEN  
CITY OF OMAHA, NEBRASKA AND THE CITY OF  
GRETNA, SARPY COUNTY, NEBRASKA**

THIS AGREEMENT, made this 14<sup>th</sup> day of February, 2002 by and between THE CITY OF GRETNA, (hereinafter called GRETNA) and the CITY OF OMAHA, a Municipal Corporation of the State of Nebraska (hereinafter called OMAHA).

WITNESSETH THAT:

WHEREAS, OMAHA has constructed a wastewater treatment plant at the confluence of the Papillion Creek and the Missouri River; and,

WHEREAS, GRETNA has constructed a wastewater interceptor to interconnect to the Sarpy County Sewer to convey wastewater from the GRETNA wastewater service area and a portion of Douglas County to the OMAHA wastewater treatment system; and,

WHEREAS, GRETNA desires to have OMAHA convey and treat sewage from the GRETNA wastewater service area as herein defined; and,

WHEREAS, It is to the mutual advantage of the parties hereto and in the general public interest for the sewage from the GRETNA wastewater service area to be treated at the aforesaid Omaha Treatment Plant; and,

WHEREAS, the accomplishment of such an arrangement is authorized by law.

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

1. For the services hereinafter stipulated to be performed by OMAHA, GRETNA shall comply with the terms as set forth in the City of Omaha WASTEWATER SERVICE AGREEMENT, GENERAL PROVISIONS FOR MUNICIPALITIES, dated February 1, 2000, a copy of which is attached hereto and made a part hereof, and make payment of user fees accordingly.
2. The GRETNA wastewater service area is shown in an exhibit prepared by GRETNA, submitted to OMAHA and labeled Exhibit A-2002. OMAHA shall provide sewage treatment services as called for in said GENERAL PROVISIONS for the GRETNA wastewater service area. All non-designated areas of Sarpy County are not covered by this service agreement. Development and connection to the sewer system for any additional area outside of the GRETNA wastewater service area must be provided for by amending this service agreement or by a new wastewater service agreement. New development and connection to the sewer system for any area platted within the defined GRETNA wastewater service area but outside of the GRETNA zoning jurisdiction must be provided for by a new wastewater service agreement between the authorized agent of such development and OMAHA following the procedure found in Exhibit C-2002.
3. OMAHA agrees to reserve wastewater service capacity for that portion of the GRETNA service area west of Wehrspan Lake and containing the Tiburon development or an equivalent service area. Connection of the x-crosshatched area, shown on Exhibit A-2002, shall not occur until a separate wastewater service agreement is executed between OMAHA and the authorized agent(s) of such development(s). In no instance shall the GRETNA service area outside of the Papillion Creek watershed exceed the 1349 acre-equivalent agreed upon in the "Agreement for Construction of An Interceptor Sewer, And Flow And Cost Allocation Between City of Omaha, Nebraska; City of Gretna, Nebraska; and Sarpy County, Nebraska".

4. Except as may otherwise be required by law, GRETNA may not sell, lease or otherwise relinquish control of any portion of such Interceptor sewer line without express written permission of OMAHA. OMAHA may terminate this contract, with six (6) months written notice if another governmental entity annexes a portion of this line. Furthermore, OMAHA reserves right of first refusal for purchase of this line.
5. GRETNA shall be responsible for obtaining and/or granting all necessary local and state governmental permits for the sewer construction and connection. OMAHA's permission provided for herein is only that of the owner of the utility.
6. A flow-monitoring manhole shall be constructed by GRETNA at a point near the low end of GRETNA's zoning jurisdiction to measure wastewater flow from within the City's zoning jurisdiction identified on Exhibit A-2002. Flow volumes measured at the monitoring manhole shall be subject to the Bulk I Flow Charge. The manhole shall be such that the first six (6) feet of riser above the floor of the manhole is a minimum of seventy-two inches in diameter and shall be equipped with a primary measuring device.
  - a) The location of each such manhole and selection of suitable primary device shall be approved by the Environmental Quality Control Division of OMAHA.
  - b) GRETNA shall provide sufficient electrical service to the manhole to power a continuous flow recorder and a hard surfaced road to the manhole from the nearest county or state road.
  - c) As development occurs and need demands, GRETNA shall install a new manhole, comparable to the one described above, to perform periodic monitoring of flow rates and strengths from this service area.
  - d) Should GRETNA fail to install such a monitoring manhole in a reasonable period after notice, OMAHA may perform such construction and other activities necessary to provide a suitable monitoring manhole and charge GRETNA for all associated costs.
7. OMAHA shall purchase and cause the installation of a sewage flow meter at each manhole as provided in 6 above.
8. Charges for wastewater service for GRETNA that are received via a sewage flow metering station shall be billed monthly by OMAHA; sewer user charges, including appropriate strength charges, are described below;
  - a) One Bulk I customer charge for each measurable GRETNA connection to the GRETNA INTERCEPTOR; and;
  - b) Flow charges calculated by multiplying the total flow measured by the flow meter(s) installed by OMAHA as provided in 7 above by the prevailing Bulk I flow charge established in OMC 31-147 and as revised; and;
  - c) Abnormal strength charges as determined by annual sampling performed by OMAHA on a seasonal rotation as is administratively determined to be equitable in order to best represent the annualized strength of the wastewater contributed to the OMAHA treatment system.
9. GRETNA shall not authorize new connections to the GRETNA INTERCEPTOR unless the sewage from such development is measured at a GRETNA flow-monitoring manhole OR such development possesses a wastewater service agreement with OMAHA. (see procedure, Exhibit C-2002)

10. It is anticipated that development within the GRETNA wastewater service area that may be outside of the GRETNA zoning jurisdiction boundary will be served by MUD water. All such customers shall be billed for wastewater service in one of the following ways:
- a) Individual customers direct-billed by OMAHA in accordance with the City of OMAHA's retail residential rate schedule established in OMC 31-147 and as revised and based on MUD water meter readings. OMAHA shall rebate to GRETNA the difference between retail and wholesale rates for such customers, less an administrative fee that shall not exceed \$3.00 per customer per month, OR
  - b) GRETNA enters into a billing arrangement with MUD to direct-bill individual customers at GRETNA-established sewer user charges and based on MUD water meter readings. GRETNA shall authorize MUD to provide the monthly account information directly to OMAHA or shall provide the data to OMAHA within 20 days of the receipt of the consumption records from MUD. OMAHA shall invoice GRETNA for service to these accounts based upon a summary of the MUD billing information, charges will include:
    - (1) The customer charge assessed to Bulk II customers times the total number of commercial, industrial, and residential water accounts each month, plus
    - (2) The volume of wastewater times the Bulk I wholesale flow charge. The volume of wastewater is defined to be:
      - (i) The actual monthly water consumption of each commercial and industrial account as measured by individual water meters, plus
      - (ii) The sewer usage of each individual residential account computed as follows:
        - 1. During the four (4) winter months, approximately December through March, the actual water consumption as measured by individual water meters
        - 2. During the remaining eight (8) months, the lesser of either the actual water consumption as measured by each individual meter OR the monthly winter average water consumption whichever is smaller, plus,
    - (3) An abnormal charge on the Bulk I flow if the wastewater is determined to have strengths greater than 240 mg/L Biochemical Oxygen Demand and/or 300 mg/L Suspended Solids.
11. Within the MUD service area in the area affected by this agreement, GRETNA shall prohibit new developments that propose to use water sources other than MUD without specific approval of OMAHA. Such approval shall be guided by Exhibit "D" "CRITERIA FOR USING NON-MUD WATER" and shall not be unreasonably withheld by OMAHA. Nothing shall prevent these areas served by GRETNA water and intended to be served by GRETNA water to be required to be served by MUD.
12. GRETNA and OMAHA agree to allow changes in Exhibit A-2002 to be made administratively by the designated City officials upon arrival at a consensus that does not significantly alter the flows authorized in the "Agreement for Construction of An Interceptor Sewer, And Flow And Cost Allocation Between City of Omaha, Nebraska; City of Gretna, Nebraska; and Sarpy County, Nebraska". The designated City official for GRETNA shall be the City Engineer; the designated City official for OMAHA shall be the Public Works Director or his/her designee.

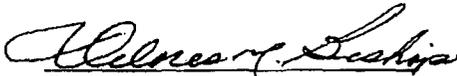
13. As provided by Nebraska law (R.R.S. 14-365.09), this agreement will, unless extended as provided below, terminate ten (10) years after its effective date. This agreement may be extended by written amendment. OMAHA acknowledges its sewage treatment system is a public utility available without discrimination to members of specified classes. Termination of sewage treatment will not be made without the approval of the appropriate state or federal agencies having jurisdiction over wastewater pollution and treatment. Termination of sewage treatment service will not be made before ninety (90) days following written notice of such termination. It is acknowledged that during said period, if negotiations produce no new agreement, the parties, or any one of them, may file and action in any court having jurisdiction over the matter to provide equitable relief concerning the issue of continued sewage treatment and the conditions and charges appropriate thereto. Nothing in this paragraph will be construed as a limitation on the regulations concerning sewage service and the appropriate rates pertaining thereto.
14. 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.

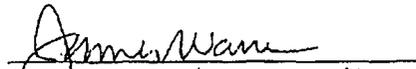
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by the proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED BY GRETNA this 25<sup>th</sup> day of January, 2002.

ATTEST:

CITY OF GRETNA

  
City Clerk

  
Mayor

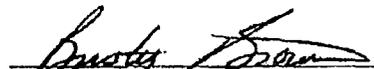
APPROVED AS TO FORM:

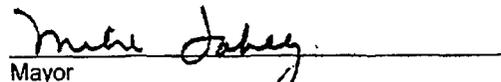
  
City Attorney

EXECUTED BY OMAHA this 14<sup>th</sup> day of February, 2002

ATTEST:

CITY OF OMAHA

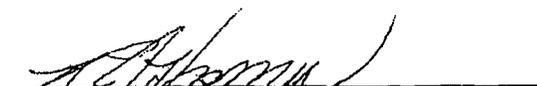
  
City Clerk

  
Mayor

RECOMMENDED:

APPROVED AS TO FORM:

  
Public Works Director

  
Deputy City Attorney

**CITY OF OMAHA  
WASTEWATER SERVICE AGREEMENT  
GENERAL PROVISIONS FOR MUNICIPALITIES**

February 1, 2000

**SECTION I  
THREE CLASSES OF USERS**

Wastewater collection and treatment services described herein shall be offered by the City of Omaha, hereinafter, referred to as "OMAHA" to three classes of users. These classes are (1) Municipalities, (2) Sanitary and Improvement Districts, and (3) Service Users, which shall consist of all users approved by the City of Omaha, except Municipalities and Sanitary and Improvement Districts. Hereinafter, such users will be referred to as the "Contributing System," unless the provisions are not applicable to all classes.

Such service will be offered by the City of Omaha to Municipalities, Sanitary and Improvement Districts and the Sewer Service Users within or adjacent to areas served by existing and proposed facilities of the Wastewater Treatment Systems of OMAHA and shall include receiving, transporting, treating and disposing of wastewater or sewage from the wastewater or Sanitary Sewage Systems of Municipalities, Sanitary and Improvement Districts and Service Users in accordance with the terms and conditions of these General Provisions and any Special Provisions in this Agreement.

**SECTION II  
CONTRIBUTING SYSTEM**

The Contributing System shall be considered to be that portion of the wastewater and treatment facilities within the Municipality or Sanitary and Improvement District or Service Users which flow to the point(s) of connection to the City of Omaha's Interceptor system.

**SECTION III  
CONTRIBUTING SYSTEM-OWNED FACILITIES**

Contributing System-owned facilities shall be those facilities owned and operated by the Contributing System including future additions and improvements thereto, and those facilities constructed by the Contributing System in order to effect the interconnection with the Wastewater System of the City of Omaha.

The Contributing System shall retain the responsibility for construction, operation, maintenance and ownership of facilities comprising the contributing system and future additions thereto and shall retain all contractual and managerial obligations associated with such Contributing System-owned facilities.

**SECTION IV  
CONNECTION APPROVAL**

The Contributing System shall not make its connection to the system of OMAHA until it is authorized in writing by the OMAHA Public Works Director or his designee.

**SECTION V**  
**POINT OF CONNECTION**

Subject to the conditions and provisions hereinafter specified, the Contributing System may connect its Wastewater System to the Wastewater System of the City of Omaha only in such manner of such materials and at such place as shown on Exhibit "A" hereof, which must receive the approval of the City of Omaha prior to such connection, attached hereto and made a part hereof. Should a change of the point or points of connection be required by the City of Omaha because of a change in the quality or quantity of flow from the Contributing System, or should the Contributing System request additional points of connection at some future date, such change(s) or additional connection(s) shall be made at the expenditure of the Contributing System and as directed by the Public Works Department of the City of Omaha. Any changes in such points necessitated by any changes in flow from OMAHA shall be at the cost of OMAHA.

**SECTION VI**  
**ADDITIONAL CONNECTIONS**

Service Users shall not allow any other party to connect to such user's system without the written approval of the City of Omaha. Sanitary and Improvement Districts shall not allow any sewer lines or sewers outside their boundaries as existing on the date of this Agreement or outside the area shown on the most recent Exhibit "A" to be connected directly or indirectly to their Wastewater Systems without the written approval of the City of Omaha.

Certification shall be given to OMAHA from the consultant or design engineer of the Contributing System that the addition of the additional connections will not overload or exceed design capacity of those sewers being connected to.

Municipalities shall not allow any sewer lines or sewers outside of the Papillion Creek Watershed to be connected directly or indirectly to their Wastewater Systems without the written approval of the City of Omaha.

If and when OMAHA determines that the then existing flow to the Papillion Creek Treatment Plant plus potential flow from all subdivisions then connected to the Papillion Creek Sewer System or for which final plats have been approved by their respective jurisdiction and which are planned for connection to the Papillion Creek Sewer System equals or exceeds the capacity at that time of the Papillion Creek Treatment Plant, OMAHA will give notice to all Municipalities connected to the Papillion Creek System. From that time forward, neither OMAHA nor any other Municipality will approve any additional final plats within their respective zoning jurisdictions and OMAHA will not make any additional wastewater service agreements or amend existing agreements to serve additional lots until the capacity of the Papillion Creek Wastewater Treatment Plant is increased. The City of Omaha will include this provision in all wastewater service agreements made between OMAHA and other municipalities after the date of this Agreement.

**SECTION VII**  
**OMAHA'S RIGHT TO CONNECT**

It is agreed that the City of Omaha shall have the right to connect any OMAHA sewers or those within its zoning jurisdiction to any Contributing System by paying the prevailing connection costs of such Contributing System to provide an outlet for such OMAHA Sewers, if necessary; provided, however, that the system to which such connections are made has sufficient reserve capacity to carry the combined load if such combined load becomes necessary. The contributing system has the right to review designs, specifications and criteria for sewer systems to be connected directly or indirectly to the sewer system owned by the contributing system prior to connection.

**SECTION VIII**  
**DISCONNECTIONS AND TERMINATION**

OMAHA shall have the right to make any disconnections and recover the expenses thereof from the Contributing System should the Contributing System neglect or refuse to disconnect or fail to negotiate a new contract following termination as herein provided. Any Contributing System which ceases to use any wastewater system connected to the system of OMAHA shall disconnect the same at its expense or failing that, the City of Omaha may disconnect the same at the expense of the Contributing System. OMAHA acknowledges its sewage treatment system is a public utility available without discrimination to members of specified classes. Termination of sewage treatment will not be made without the approval of the appropriate State or Federal agencies having jurisdiction over wastewater pollution and treatment. Termination of sewage treatment service will not be made before ninety (90) days following written notice of such termination. It is acknowledged that during said period, if negotiations produce no new agreement, the parties, or any one of them, may file an action in any court having jurisdiction over the matter to provide equitable relief concerning the issue of continued sewage treatment and the conditions and charges appropriate thereto. Nothing in this paragraph will be construed as a limitation on the authority of the governing body of OMAHA to set reasonable rules and regulations concerning sewage service and the appropriate rates pertaining thereto.

**SECTION IX**  
**CONTRIBUTING SYSTEM MUNICIPALITY CONTROL OF CONNECTIONS**

Sewer connections made within the jurisdiction of the Contributing System which is a Municipality shall be under the control of such Municipality. Current records will be maintained by such Municipality and made available to OMAHA upon request by the Director of the Public Works Department of the City of Omaha. New connections shall be limited to wastewater only and the number of connections authorized within such Municipality within the area shown on the most recent Exhibit "A" shall be the sole responsibility of such Municipality and its duly authorized representatives.

**SECTION X**  
**NEW STORM CONNECTIONS PROHIBITED**

After the beginning of service under this Agreement, the Contributing System shall not make or permit to be made any connections which will contribute directly or indirectly into the OMAHA Wastewater System, the storm water run-off from surface drains, ditches, streams, storm sewers, roof, areaway or foundation drains.

**SECTION XI**  
**EXISTING STORM CONNECTIONS**

As to storm water connections of the type described above which existed in the Contributing System prior to the beginning of service from the OMAHA System, the Contributing System shall work as vigorously as possible within the technical and financial capabilities of the Contributing System to eliminate all of its storm water connections. The infiltration of ground water in all sewers constructed in the Contributing System after the date of the execution of this Agreement shall not exceed 200 gallons per inch diameter per mile in 24 hours.

To comply with regulatory requirements, all Contributing Systems having either acceptable or unacceptable waste in the effluent may be required to file with the City of Omaha at least once each year during May, June or September a report on the flow of the wastewater. Essentially this requirement is to meet the obligations of the NPDES permit regarding elimination of extraneous water. The Contributing System may engage the services of any independent testing laboratory for this service. Costs incurred with this are at the expense of the Contributing System.

**SECTION XII**  
**DESIGN REVIEW**

The City of Omaha has the right to review the designs, specifications and criteria for additions or modifications to any portion of the Contributing System connected directly or indirectly to the OMAHA Sewer System prior to the work being so connected to the OMAHA System. The design of sewer collection systems within the zoning jurisdiction of the Contributing System shall be the sole responsibility of the Contributing System municipality. The design criteria used by the Contributing System shall meet or exceed the minimum design standards used by OMAHA.

**SECTION XIII**  
**CHARGES**

As full compensation for the receiving, transporting, and treating of the sewage from the Contributing System, the Contributing System agrees to pay OMAHA as follows: Municipalities, those Sanitary and Improvement Districts and Service Users that are not connected to MUD shall pay a sum equivalent to the sewer service charges or use fees from time to time charged to users as provided by Article IV, of the Omaha Municipal Code, and any amendments thereto, for the use of OMAHA's Sewer System; specifically, the appropriate flow charge, abnormal charge and customer charge per month based on the flow volume for each connection point to OMAHA's Wastewater System. Payments for wastewater service shall be made within thirty (30) days following receipt of invoice and shall thereafter be delinquent. Delinquent balances shall bear interest at a rate equal to the average rate earned by the City of Omaha from its short term investments during the three months preceding the delinquency. Such Municipality or Sanitary and Improvement District must collect from all contributors within its boundaries or those connected to its system on a fair and equitable cost recovery basis, subject to the approval of the Nebraska Department of Environmental Quality, NDEQ. All users within Sanitary and Improvement Districts party to this Agreement connected to OMAHA's System and served by the Water Service of the Metropolitan Utilities District shall pay the rates provided for in Chapter 31 of the Omaha Municipal Code (O.M.C.) according to the provisions therein and the metered water usage.

**SECTION XIV**  
**USE OF PUBLIC AREAS**

It is agreed and understood that there shall be no payment by OMAHA for the use of any streets, alleys, avenues, or public property, if any, in the Contributing System for sewer lines or appurtenances constructed therein for the benefit of OMAHA, provided OMAHA shall, at its expense, repair and replace any pavement damaged during such construction and shall likewise pay the cost of any necessary utility relocations.

**SECTION XV**  
**FLOW RECORDERS AND SAMPLING DEVICES**

When deemed necessary by the OMAHA Public Works Director to facilitate a fair and equitable charge being billed by the City of Omaha, the Contributing System agrees to install at its expense sampling manholes approved by the City of Omaha, as provided in the City of Omaha Wastewater Ordinances at point(s) designated by the City of Omaha. OMAHA will provide monitoring services as per Section 31-75 O.M.C.; however, all maintenance required on the containing structures and manholes shall be at the expense of the Contributing System.

**SECTION XVI**  
**REPORTING NEW INDUSTRIES**

It shall be the responsibility of the person or department authorized to issue building permits within the jurisdictional limits of Contributing System Municipalities to notify the City of Omaha Public Works Director of any new industries locating within such jurisdictional limits as soon as such location is known to such person or department.

**SECTION XVII**  
**INDUSTRIAL MONITORING AND REPORTING**

To comply with regulatory requirements, any industries classified as existing or new source by the United States Environmental Protection Agency, having either acceptable or unacceptable wastes in their effluent, may be required to file with the appropriate City and the City of Omaha at least once each year a sampling report and analysis in accordance with City of Omaha Ordinance, rules and regulations of the flow strength characteristics of their plant effluent wastewater in terms of BOD, suspended solids, grease, and pH and any other parameter required by the United States Environmental Protection Agency or the Nebraska Department of Environmental Quality in monitoring sewage influent and effluent from publicly-owned treatment plants, according to the NPDES permit.

Industries required, under NDEQ Title 127 to obtain a Pretreatment Permit, must file a similar report with the Director of the City of Omaha Public Works Department or his designee every June and January. Sampling and analysis may be done by the appropriate Contributing System and/or by the City of Omaha and by any City of Omaha approved laboratory according to Section 31-74 O.M.C. From time to time the City of Omaha may require 24 hours flow proportion composite samples to be split and given to the City of Omaha Public Works Department Director or designee for verification. Such samples shall be representative of a normal average production day. Any additional costs for obtaining the additional samples or testing shall be paid for by the industry involved.

**SECTION XVIII**  
**SAMPLING AND TESTING COSTS**

Except as expressly provided in this contract, the City of Omaha has no obligation to make payments to any party for such sampling and testing costs.

**SECTION XIX**  
**INSPECTION AND TESTING**

The Contributing System shall, with respect to property owned by it or under its control, allow the City of Omaha Public Works Department Director or designees and such personnel from the State or Federal agencies, upon presentation of proper credentials:

1. To enter premises where an effluent source is located or in which any records are required to be kept under the terms of this Agreement.
2. At reasonable times to have access to or copy any records required by this Agreement or State or Federal laws or regulations to be kept by the Contributing System.
3. To inspect and repair or adjust any monitoring equipment or monitoring method required in this Agreement.
4. To sample any discharge point for pollutants.

Contributing System Municipalities shall, when requested under reasonable circumstances, assist OMAHA personnel in making such investigation and inquiry of the property of users within the boundaries or jurisdiction of such Contributing System Municipalities.

**SECTION XX**  
**REPORTS**

Service Users, party to this Agreement, shall make all reports required by OMAHA City Ordinance, rules or regulations directly to the City of Omaha.

Municipalities and Sanitary and Improvement Districts, party to this Agreement, shall require within their boundaries or jurisdiction that all such reports be made to them and shall cause copies of all such reports to be sent to the City of Omaha Public Works Director.

**SECTION XXI**  
**LAWS AND REGULATIONS**

The Contributing System agrees to conform with and enforces all Minimum Standards, Ordinances, rules, regulations and requirements of the City of Omaha and all applicable State and Federal laws, rules and regulations concerning: (1) Industrial Cost Recovery for industries within or connected to the Contributing System, and (2) Wastewater discharges, including limitations and prohibitions, monitoring, and reporting within the Contributing System.

Wastewater emptied into the OMAHA Wastewater System from the Contributing System shall be in conformity with Chapter 31, Article III of the Omaha Municipal Code and current regulations pertaining to sewers or sewage within OMAHA and/or in accordance with all State and Federal laws, rules and regulations, whichever is the most restrictive. Wastewater not in conformity with such rules and regulations shall not be permitted to flow through the sewers of the Contributing System into the Omaha Sewage System.

**SECTION XXII**  
**AMENDMENTS - FEDERAL AND STATE REGULATIONS**

The Contributing System agrees to abide by any changes in this Agreement made necessary by revisions or additions to State or Federal regulations.

**SECTION XXIII**  
**APPORTIONMENT OF FINES**

Any fines or penalties imposed upon OMAHA by any Federal or State agency or any court of competent jurisdiction shall be paid by the Contributing System or Systems, if any, to which the effluent or other act causing such fine or penalty can be traced. Such payment shall be apportioned to the Contributing Systems, including OMAHA, according to their contribution to the cause of such fine or penalty.

**SECTION XXIV**  
**CHANGE IN OWNERSHIP**

In the event of any change in the control or ownership of a facility of a Service User from which authorized discharges are emitted, the permittee user shall notify the succeeding owner or controller of the existence of this Agreement and the permit by means of a letter, a copy of which shall be forwarded to OMAHA. This Agreement is not assignable from or to Service Users.

**SECTION XXV**  
**HAZARDOUS WASTES**

It is agreed and understood that the parties to this Agreement are, or may be subject under Section 311 of the Water Pollution Control Act, as it applies to oil and hazardous wastes, and to any applicable State Law or Legislation, under the authority preserved by Section 510 of the Water Pollution Control Act.

**SECTION XXVI**  
**INTERRUPTION OF SERVICE**

In the event of a stoppage of OMAHA's Wastewater System or in the event of an interruption of service by OMAHA, it is understood and agreed that OMAHA, its officers, employees and agents, except for OMAHA's willful damaging acts or gross negligence, shall be absolutely free of any liability to the Contributing System, or any owners or lessees of the property or premises within or served by the Contributing System.

**SECTION XXVII**  
**SERVICE WITHIN THE ZONING JURISDICTION OF A MUNICIPALITY**

The City of Omaha will not enter into an Agreement to provide wastewater collection or treatment service to any sanitary and improvement district or other contributing system located partly or wholly within the zoning jurisdiction of a municipality, party to this Agreement, until the plans for the proposed connection have been reviewed and approved by such municipality.

**SECTION XXVIII**  
**DURATION OF AGREEMENT**

As provided by Nebraska law (R.R.S. 14-365.09), the term of this Agreement shall be for a period of ten (10) years beginning on the date of the execution hereof. However, it may be extended by written amendment. If the Contributing System is desirous to continue to have its wastewater received and treated by the City of Omaha, the Contributing System will notify the City of Omaha within six (6) months of the termination date of this Agreement whereupon the parties will make reasonable efforts to negotiate a new Agreement for such service by the City of Omaha.

**SECTION XXIX**  
**NON-DISCRIMINATION**

The Contributing System shall not, in the performance of this Agreement, discriminate or permit discrimination against any person because of race, sex, age, or political or religious opinions or affiliations in violation of State laws or local ordinances.

**SECTION XXX**  
**SOLICITATION**

The Contributing System does hereby state, warrant, and covenant that it has not retained or employed any company or person, other than bona fide employees of the Contributing System, to solicit or secure this contract, and it has not paid or agreed to pay any company or person, other than a bona fide employee of the Contributing System, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this statement, warrant, and covenant, the City of Omaha shall have the right to annul this Agreement without liability.

**SECTION XXXI**  
**SEVERABILITY**

If any portion or portions of this Agreement is or are declared illegal or invalid, all other portions shall, to the maximum extent possible, remain in full force and effect.

**SECTION XXXII**  
**TITLES**

The titles used in these General Provisions are for convenience only and shall not be used in interpreting these General Provisions.

**SECTION XXXIII**  
**STRICT COMPLIANCE**

All provisions of this contract and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from authorized representative.

## Exhibit C-2002

### Procedure for SIDs in the Gretna Wastewater Service Area to Obtain a Wastewater Service Agreement with City of Omaha

NO sewer connections (direct or indirect) may be made to the Gretna Interceptor Sewer or to the Omaha wastewater collection system without a fully executed wastewater service agreement!

Before an SID can apply for a connection to the Gretna Interceptor Sewer and a wastewater service agreement with the City of Omaha, the SID must:

- receive approval from the City of Gretna for connection to the Gretna Interceptor Sewer.
- receive final platting authority from the City of Gretna if the SID is inside the Gretna zoning jurisdiction.
- receive final platting authority from all the appropriate Sarpy County officials, including the "Urbanized Planning Commission", as required, if the SID is outside of the City of Gretna's zoning jurisdiction but inside the Gretna wastewater service area.
- have an engineer's estimate of the maximum sanitary flow which will be generated by the SID at full development
- obtain a flow allocation equivalent to the flow to be generated by the development(s) within the SID if the SID is in the geographic area served by PSO 3642 or the Sarpy County relief sewer and the Gretna Interceptor/Gretna Municipal Sewer
- Provide details about who will supply and bill water service to the SID

#### AND

1. Determine if SID is inside or outside of drainage area covered by Interlocal Agreement between Sarpy County and the City of Omaha (PSO 3642/Sarpy County relief sewer drainage basin) or between the City of Gretna and the City of Omaha (Gretna Interceptor/Gretna Municipal Sewer).
2. Determine if SID is inside or outside of the Gretna wastewater service area and covered by the agreement between the City of Omaha and the City of Gretna.
  - If SID is inside the area covered by the interlocal agreements, the SID must obtain flow allocation from authorized agencies for whole SID or part of SID to be developed and covered by the wastewater service agreement.
  - if SID is outside the area covered by the interlocal agreements, the SID will not be allowed to connect to the Gretna Interceptor/Gretna Municipal Sewer

unless Gretna and Omaha reach consensus to change the Gretna service area to include the boundaries of the petitioning SID

3. Execute an agreement with the City of Gretna granting permission to connect to and use the interceptor sewer in accordance with the City of Gretna's Sewer Capacity Reserve Policy for Land Development. A copy of this fully executed agreement(s) with other required information shall be submitted to the City of Omaha for approval.
4. Provide copy of engineer's certification that the Gretna interceptor sewer line or any other sewer line used by the SID to reach the Omaha treatment system has uncommitted capacity to handle the maximum projected sanitary or process flow from the SID
5. Provide details on SID lots, sewers and connection points to enable the appropriate service agreement to be prepared. Example: Connection Point 1, 300 single family homes and 150 multifamily units. Connection Point 2, 1.2 acres commercial development etc.
6. If the SID is located within the City of Gretna's zoning jurisdiction, a wastewater service agreement shall be executed with the City of Gretna. Sewer connection fees shall be paid by the SID or other authorized agency directly to the City of Gretna in accordance with City Ordinance 717 and in accordance with the City's "Sewer Capacity Reserve Policy for Land Development", copies of which are included as Attachments 1 and 2.
7. If the SID is located outside the City of Gretna's zoning jurisdiction, but is located within the City of Gretna's wastewater service area, a wastewater connection agreement shall be required with the City of Gretna. Sewer connection fees shall be paid by the SID or other authorized agency to the City of Gretna via Sarpy County in accordance with the City's "Sewer Capacity Reserve Policy for Land Development". In addition, the SID must execute a wastewater service agreement with the City of Omaha. To do so, prepare and provide to the City of Omaha, c/o The Quality Control Division, the following:
  - a. Prepare and provide the Quality Control Division with an Exhibit "A"; an 8.5 X 11 inch and/or 11 X 17 inch sheet showing:
    - the boundaries of the subdivision & SID
    - all platted lots
    - the portion of the subdivision area or SID to be developed and covered by this service agreement
    - all streets and sewer lines within the SID or immediately adjacent to the SID
    - each connection point to Gretna's interceptor sewer system
    - each connection point to sewer system not owned by SID or City of Gretna - indicate designated project number of the sewer line and its owner
  - b. Prepare and provide the Quality Control Division with a standard plans-size version of the SID showing the details requested above.

- c. Provide diskette or CD containing computer aided design (CAD) system files compatible with Omaha's geographic information system software (currently ESRI ArcInfo/ArcView) that show the details specified above.
- d. Prepare and provide the Quality Control Division with an Exhibit "B"; an 8.5 X 11 inch and/or 11 X 17 inch sheet showing:
  - Exhibit "A" details but shade any/all areas of the subdivision or SID that are not covered by the proposed wastewater service agreement
- e. Preliminary copies of Exhibit "A", Exhibit "B" or the proposed service agreement if prepared by an outside agency may be sent via facsimile machine to 444-3904, Attention: Quality Control Division.
- f. When the text of all documents has been finalized, six (6) complete copies will need to be prepared and executed by the SID board and returned to, Quality Control Division, 5600 South 10th Street, Omaha, NE 68107.
- g. If a City of Gretna flow allocation is required, it must be received by Omaha before the SID-executed wastewater service agreement will be submitted for City of Omaha City Council agenda. Allow a minimum of four (4) weeks for resolution to be scheduled/appear on Omaha City Council agenda.
- h. One of the completely executed wastewater service agreements will be returned to the SID upon completion. If more than one executed copy is required by the SID, provide notice to the Quality Control Division prior to preparation of the final draft. Provide the name and address of the person who should receive the executed service agreement(s).
- i. Payment of the appropriate sewer connection fees specified in the wastewater service agreement must be made to the City of Gretna or the Sarpy County Permits and Inspections Division. No building permits will be issued for lots in the SID until all specified sewer connection fees have been paid.

## EXHIBIT "D"

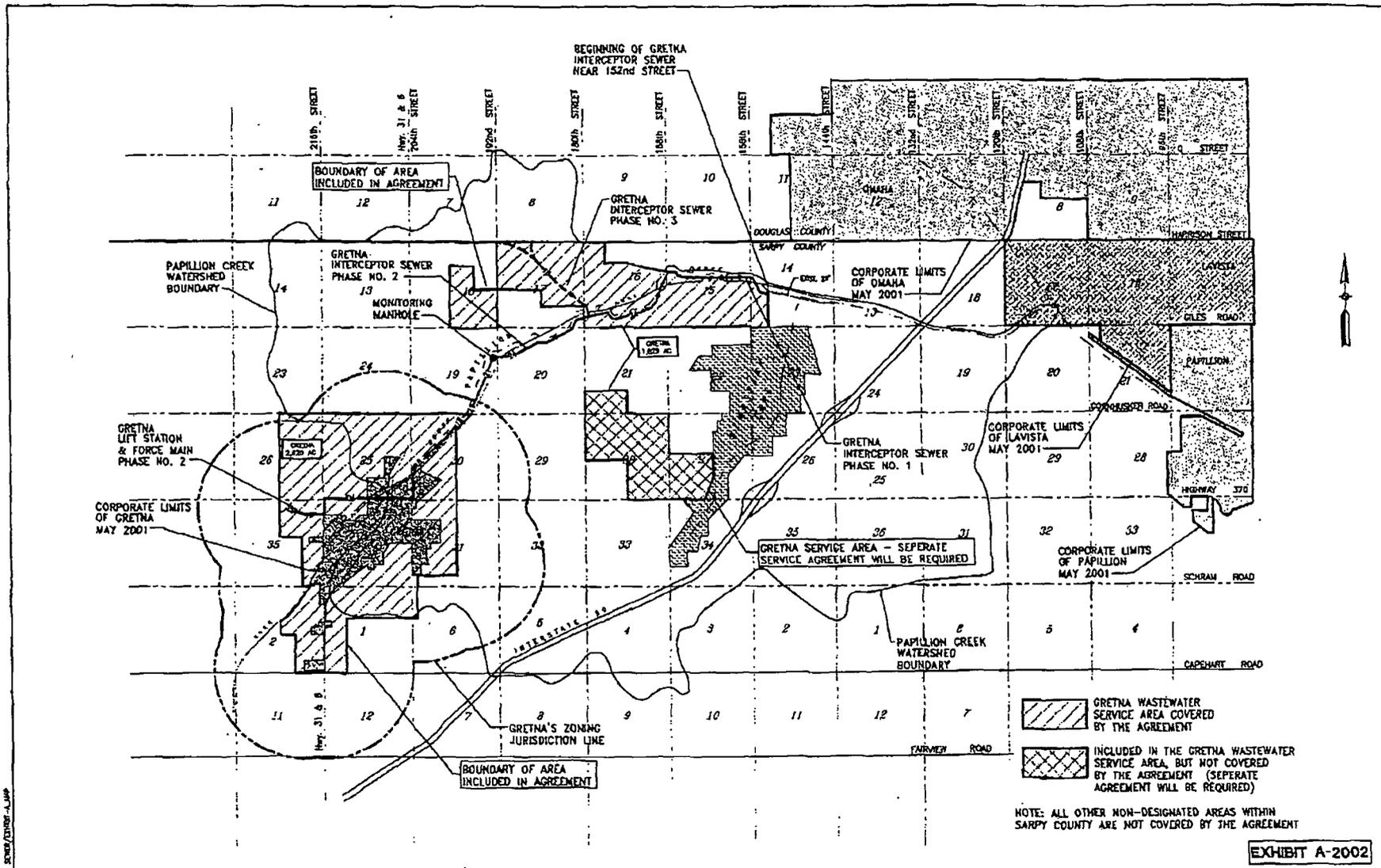
### CRITERIA FOR APPROVAL OF A NON-MUD WATER SOURCE

#### **Residential Developments**

Each residence shall have an individual water meter that is read or estimated monthly. The water system must provide a billing system equivalent to the one that MUD uses to calculate winter average consumption and provides for the billing of the lesser of such average and the actual consumption for each non-winter month. For this purpose, the winter months are defined as the water consumption billed in the months of December, January, February and March of each year. The default minimum billing consumption to an individual customer shall be consistent with the average of metropolitan subdivisions unless there is better information available. This MUD-equivalent billing system shall be in place prior to connection to the Omaha Wastewater Treatment System via direct or indirect connection. Failure to provide such a billing system before connection shall result in billing the development as a commercial customer (see below).

#### **Commercial Developments**

Each commercial account shall have an individual water (or sewage) meter that is read or estimated monthly. The water system must provide a billing system equivalent to the one that MUD uses to provide billing of all water consumed by the individual water meter plus any additional charges due the City of Omaha based on the strength of the wastewater discharged to the system.



**OLMSTED & PERRY CONSULTING ENGINEERS INC.**

OMAHA  
NEBRASKA

GRETTNA INTERCEPTOR SEWER	
OPCS PROJECT NO. 89098	
JANUARY 2002	
1	1

**EXHIBIT A-2002**

DRAWN BY: J. BERRY, CHECKED BY: J. BERRY

# CITY OF OMAHA

LEGISLATIVE CHAMBER

Omaha, Nebraska

RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

WHEREAS, the City of Omaha has constructed a regional wastewater treatment plant known as the Papillion Creek Plant; and,

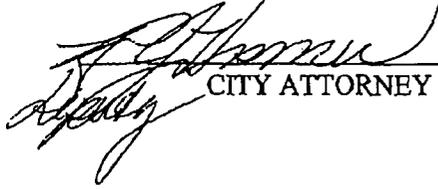
WHEREAS, the City of Gretna desires to have Omaha convey and treat Gretna's sewage from the connection point between Gretna's sewer and the treatment plant; and,

WHEREAS, the attached agreement, which by this reference becomes a part hereof, details the boundaries of the service area which surround Gretna and conditions by which Omaha agrees to accept and treat Gretna's sewage.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

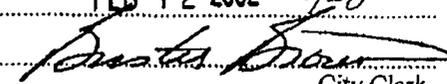
THAT, the Wastewater Service Agreement between the City of Omaha and the City of Gretna concerning sewage generated in the Gretna Service Area is hereby approved.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY ATTORNEY      DATE

P:\PW1\2679sap.doc

By   
.....  
Councilmember

Adopted FEB 12 2002 7-0  
.....  
  
City Clerk

Approved Mike Jany 2/14/02  
.....  
Mayor

NO. *371*

*Agreement  
Gretna  
Sewer*

Resolution by .....

Res. that the Wastewater Service Agreement between the City of Omaha and the City of Gretna concerning sewage generated in the Gretna Service Area is hereby approved.

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Presented to City Council

FEB 12 2002

*Adopted 7-0*

*Buster Brown*

City Clerk

**CITY OF OMAHA  
WASTEWATER SERVICE AGREEMENT  
GENERAL PROVISIONS FOR MUNICIPALITIES**

February 1, 2000

**SECTION I**  
**THREE CLASSES OF USERS**

Wastewater collection and treatment services described herein shall be offered by the City of Omaha, hereinafter, referred to as "OMAHA" to three classes of users. These classes are (1) Municipalities, (2) Sanitary and Improvement Districts, and (3) Service Users, which shall consist of all users approved by the City of Omaha, except Municipalities and Sanitary and Improvement Districts. Hereinafter, such users will be referred to as the "Contributing System," unless the provisions are not applicable to all classes.

Such service will be offered by the City of Omaha to Municipalities, Sanitary and Improvement Districts and the Sewer Service Users within or adjacent to areas served by existing and proposed facilities of the Wastewater Treatment Systems of OMAHA and shall include receiving, transporting, treating and disposing of wastewater or sewage from the wastewater or Sanitary Sewage Systems of Municipalities, Sanitary and Improvement Districts and Service Users in accordance with the terms and conditions of these General Provisions and any Special Provisions in this Agreement.

**SECTION II**  
**CONTRIBUTING SYSTEM**

The Contributing System shall be considered to be that portion of the wastewater and treatment facilities within the Municipality or Sanitary and Improvement District or Service Users which flow to the point(s) of connection to the City of Omaha's interceptor system.

**SECTION III**  
**CONTRIBUTING SYSTEM-OWNED FACILITIES**

Contributing System-owned facilities shall be those facilities owned and operated by the Contributing System including future additions and improvements thereto, and those facilities constructed by the Contributing System in order to effect the interconnection with the Wastewater System of the City of Omaha.

The Contributing System shall retain the responsibility for construction, operation, maintenance and ownership of facilities comprising the contributing system and future additions thereto and shall retain all contractual and managerial obligations associated with such Contributing System-owned facilities.

**SECTION IV**  
**CONNECTION APPROVAL**

The Contributing System shall not make its connection to the system of OMAHA until it is authorized in writing by the OMAHA Public Works Director or his designee.

**SECTION V**  
**POINT OF CONNECTION**

Subject to the conditions and provisions hereinafter specified, the Contributing System may connect its Wastewater System to the Wastewater System of the City of Omaha only in such manner of such materials and at such place as shown on Exhibit "A" hereof, which must receive the approval of the City of Omaha prior to such connection, attached hereto and made a part hereof. Should a change of the point or points of connection be required by the City of Omaha because of a change in the quality or quantity of flow from the Contributing System, or should the Contributing System request additional points of connection at some future date, such change(s) or additional connection(s) shall be made at the expenditure of the Contributing System and as directed by the Public Works Department of the City of Omaha. Any changes in such points necessitated by any changes in flow from OMAHA shall be at the cost of OMAHA.

**SECTION VI**  
**ADDITIONAL CONNECTIONS**

Service Users shall not allow any other party to connect to such user's system without the written approval of the City of Omaha. Sanitary and Improvement Districts shall not allow any sewer lines or sewers outside their boundaries as existing on the date of this Agreement or outside the area shown on the most recent Exhibit "A" to be connected directly or indirectly to their Wastewater Systems without the written approval of the City of Omaha.

Certification shall be given to OMAHA from the consultant or design engineer of the Contributing System that the addition of the additional connections will not overload or exceed design capacity of those sewers being connected to.

Municipalities shall not allow any sewer lines or sewers outside of the Papillion Creek Watershed to be connected directly or indirectly to their Wastewater Systems without the written approval of the City of Omaha.

If and when OMAHA determines that the then existing flow to the Papillion Creek Treatment Plant plus potential flow from all subdivisions then connected to the Papillion Creek Sewer System or for which final plats have been approved by their respective jurisdiction and which are planned for connection to the Papillion Creek Sewer System equals or exceeds the capacity at that time of the Papillion Creek Treatment Plant, OMAHA will give notice to all Municipalities connected to the Papillion Creek System. From that time forward, neither OMAHA nor any other Municipality will approve any additional final plats within their respective zoning jurisdictions and OMAHA will not make any additional wastewater service agreements or amend existing agreements to serve additional lots until the capacity of the Papillion Creek Wastewater Treatment Plant is increased. The City of Omaha will include this provision in all wastewater service agreements made between OMAHA and other municipalities after the date of this Agreement.

**SECTION VII**  
**OMAHA'S RIGHT TO CONNECT**

It is agreed that the City of Omaha shall have the right to connect any OMAHA sewers or those within its zoning jurisdiction to any Contributing System by paying the prevailing connection costs of such Contributing System to provide an outlet for such OMAHA Sewers, if necessary, provided, however, that the system to which such connections are made has sufficient reserve capacity to carry the combined load if such combined load becomes necessary. The contributing system has the right to review designs, specifications and criteria for sewer systems to be connected directly or indirectly to the sewer system owned by the contributing system prior to connection.

**SECTION VIII**  
**DISCONNECTIONS AND TERMINATION**

OMAHA shall have the right to make any disconnections and recover the expenses thereof from the Contributing System should the Contributing System neglect or refuse to disconnect or fail to negotiate a new contract following termination as herein provided. Any Contributing System which ceases to use any wastewater system connected to the system of OMAHA shall disconnect the same at its expense or failing that, the City of Omaha may disconnect the same at the expense of the Contributing System. OMAHA acknowledges its sewage treatment system is a public utility available without discrimination to members of specified classes. Termination of sewage treatment will not be made without the approval of the appropriate State or Federal agencies having jurisdiction over wastewater pollution and treatment. Termination of sewage treatment service will not be made before ninety (90) days following written notice of such termination. It is acknowledged that during said period, if negotiations produce no new agreement, the parties, or any one of them, may file an action in any court having jurisdiction over the matter to provide equitable relief concerning the issue of continued sewage treatment and the conditions and charges appropriate thereto. Nothing in this paragraph will be construed as a limitation on the authority of the governing body of OMAHA to set reasonable rules and regulations concerning sewage service and the appropriate rates pertaining thereto.

**SECTION IX**  
**CONTRIBUTING SYSTEM MUNICIPALITY CONTROL OF CONNECTIONS**

Sewer connections made within the jurisdiction of the Contributing System which is a Municipality shall be under the control of such Municipality. Current records will be maintained by such Municipality and made available to OMAHA upon request by the Director of the Public Works Department of the City of Omaha. New connections shall be limited to wastewater only and the number of connections authorized within such Municipality within the area shown on the most recent Exhibit "A" shall be the sole responsibility of such Municipality and its duly authorized representatives.

**SECTION X**  
**NEW STORM CONNECTIONS PROHIBITED**

After the beginning of service under this Agreement, the Contributing System shall not make or permit to be made any connections which will contribute directly or indirectly into the OMAHA Wastewater System, the storm water run-off from surface drains, ditches, streams, storm sewers, roof, areaway or foundation drains.

**SECTION XI**  
**EXISTING STORM CONNECTIONS**

As to storm water connections of the type described above which existed in the Contributing System prior to the beginning of service from the OMAHA System, the Contributing System shall work as vigorously as possible within the technical and financial capabilities of the Contributing System to eliminate all of its storm water connections. The infiltration of ground water in all sewers constructed in the Contributing System after the date of the execution of this Agreement shall not exceed 200 gallons per inch diameter per mile in 24 hours.

To comply with regulatory requirements, all Contributing Systems having either acceptable or unacceptable waste in the effluent may be required to file with the City of Omaha at least once each year during May, June or September a report on the flow of the wastewater. Essentially this requirement is to meet the obligations of the NPDES permit regarding elimination of extraneous water. The Contributing System may engage the services of any independent testing laboratory for this service. Costs incurred with this are at the expense of the Contributing System.

**SECTION XII**  
**DESIGN REVIEW**

The City of Omaha has the right to review the designs, specifications and criteria for additions or modifications to any portion of the Contributing System connected directly or indirectly to the OMAHA Sewer System prior to the work being so connected to the OMAHA System. The design of sewer collection systems within the zoning jurisdiction of the Contributing System shall be the sole responsibility of the Contributing System municipality. The design criteria used by the Contributing System shall meet or exceed the minimum design standards used by OMAHA.

**SECTION XIII**  
**CHARGES**

As full compensation for the receiving, transporting, and treating of the sewage from the Contributing System, the Contributing System agrees to pay OMAHA as follows: Municipalities, those Sanitary and Improvement Districts and Service Users that are not connected to MUD shall pay a sum equivalent to the sewer service charges or use fees from time to time charged to users as provided by Article IV, of the Omaha Municipal Code, and any amendments thereto, for the use of OMAHA's Sewer System; specifically, the appropriate flow charge, abnormal charge and customer charge per month based on the flow volume for each connection point to OMAHA's Wastewater System. Payments for wastewater service shall be made within thirty (30) days following receipt of invoice and shall thereafter be delinquent. Delinquent balances shall bear interest at a rate equal to the average rate earned by the City of Omaha from its short term investments during the three months preceding the delinquency. Such Municipality or Sanitary and Improvement District must collect from all contributors within its boundaries or those connected to its system on a fair and equitable cost recovery basis, subject to the approval of the Nebraska Department of Environmental Quality, NDEQ. All users within Sanitary and Improvement Districts party to this Agreement connected to OMAHA's System and served by the Water Service of the Metropolitan Utilities District shall pay the rates provided for in Chapter 31 of the Omaha Municipal Code (O.M.C.) according to the provisions therein and the metered water usage.

**SECTION XIV**  
**USE OF PUBLIC AREAS**

It is agreed and understood that there shall be no payment by OMAHA for the use of any streets, alleys, avenues, or public property, if any, in the Contributing System for sewer lines or appurtenances constructed therein for the benefit of OMAHA, provided OMAHA shall, at its expense, repair and replace any pavement damaged during such construction and shall likewise pay the cost of any necessary utility relocations.

**SECTION XV**  
**FLOW RECORDERS AND SAMPLING DEVICES**

When deemed necessary by the OMAHA Public Works Director to facilitate a fair and equitable charge being billed by the City of Omaha, the Contributing System agrees to install at its expense sampling manholes approved by the City of Omaha, as provided in the City of Omaha Wastewater Ordinances at point(s) designated by the City of Omaha. OMAHA will provide monitoring services as per Section 31-75 O.M.C.; however, all maintenance required on the containing structures and manholes shall be at the expense of the Contributing System.

**SECTION XVI**  
**REPORTING NEW INDUSTRIES**

It shall be the responsibility of the person or department authorized to issue building permits within the jurisdictional limits of Contributing System Municipalities to notify the City of Omaha Public Works Director of any new industries locating within such jurisdictional limits as soon as such location is known to such person or department.

**SECTION XVII**  
**INDUSTRIAL MONITORING AND REPORTING**

To comply with regulatory requirements, any industries classified as existing or new source by the United States Environmental Protection Agency, having either acceptable or unacceptable wastes in their effluent, may be required to file with the appropriate City and the City of Omaha at least once each year a sampling report and analysis in accordance with City of Omaha Ordinance, rules and regulations of the flow strength characteristics of their plant effluent wastewater in terms of BOD, suspended solids, grease, and pH and any other parameter required by the United States Environmental Protection Agency or the Nebraska Department of Environmental Quality in monitoring sewage influent and effluent from publicly-owned treatment plants, according to the NPDES permit.

Industries required, under NDEQ Title 127 to obtain a Pretreatment Permit, must file a similar report with the Director of the City of Omaha Public Works Department or his designee every June and January. Sampling and analysis may be done by the appropriate Contributing System and/or by the City of Omaha and by any City of Omaha approved laboratory according to Section 31-74 O.M.C. From time to time the City of Omaha may require 24 hours flow proportion composite samples to be split and given to the City of Omaha Public Works Department Director or designee for verification. Such samples shall be representative of a normal average production day. Any additional costs for obtaining the additional samples or testing shall be paid for by the industry involved.

**SECTION XVIII**  
**SAMPLING AND TESTING COSTS**

Except as expressly provided in this contract, the City of Omaha has no obligation to make payments to any party for such sampling and testing costs.

**SECTION XIX**  
**INSPECTION AND TESTING**

The Contributing System shall, with respect to property owned by it or under its control, allow the City of Omaha Public Works Department Director or designees and such personnel from the State or Federal agencies, upon presentation of proper credentials:

1. To enter premises where an effluent source is located or in which any records are required to be kept under the terms of this Agreement.
2. At reasonable times to have access to or copy any records required by this Agreement or State or Federal laws or regulations to be kept by the Contributing System.
3. To inspect and repair or adjust any monitoring equipment or monitoring method required in this Agreement.
4. To sample any discharge point for pollutants.

Contributing System Municipalities shall, when requested under reasonable circumstances, assist OMAHA personnel in making such investigation and inquiry of the property of users within the boundaries or jurisdiction of such Contributing System Municipalities.

**SECTION XX**  
**REPORTS**

Service Users, party to this Agreement, shall make all reports required by OMAHA City Ordinance, rules or regulations directly to the City of Omaha.

Municipalities and Sanitary and Improvement Districts, party to this Agreement, shall require within their boundaries or jurisdiction that all such reports be made to them and shall cause copies of all such reports to be sent to the City of Omaha Public Works Director.

**SECTION XXI**  
**LAWS AND REGULATIONS**

The Contributing System agrees to conform with and enforces all Minimum Standards, Ordinances, rules, regulations and requirements of the City of Omaha and all applicable State and Federal laws, rules and regulations concerning: (1) Industrial Cost Recovery for industries within or connected to the Contributing System, and (2) Wastewater discharges, including limitations and prohibitions, monitoring, and reporting within the Contributing System.

Wastewater emptied into the OMAHA Wastewater System from the Contributing System shall be in conformity with Chapter 31, Article III of the Omaha Municipal Code and current regulations pertaining to sewers or sewage within OMAHA and/or in accordance with all State and Federal laws, rules and regulations, whichever is the most restrictive. Wastewater not in conformity with such rules and regulations shall not be permitted to flow through the sewers of the Contributing System into the Omaha Sewage System.

**SECTION XXII**  
**AMENDMENTS - FEDERAL AND STATE REGULATIONS**

The Contributing System agrees to abide by any changes in this Agreement made necessary by revisions or additions to State or Federal regulations.

**SECTION XXIII**  
**APPORTIONMENT OF FINES**

Any fines or penalties imposed upon OMAHA by any Federal or State agency or any court of competent jurisdiction shall be paid by the Contributing System or Systems, if any, to which the effluent or other act causing such fine or penalty can be traced. Such payment shall be apportioned to the Contributing Systems, including OMAHA, according to their contribution to the cause of such fine or penalty.

**SECTION XXIV**  
**CHANGE IN OWNERSHIP**

In the event of any change in the control or ownership of a facility of a Service User from which authorized discharges are emitted, the permittee user shall notify the succeeding owner or controller of the existence of this Agreement and the permit by means of a letter, a copy of which shall be forwarded to OMAHA. This Agreement is not assignable from or to Service Users.

**SECTION XXV**  
**HAZARDOUS WASTES**

It is agreed and understood that the parties to this Agreement are, or may be subject under Section 311 of the Water Pollution Control Act, as it applies to oil and hazardous wastes, and to any applicable State Law or Legislation, under the authority preserved by Section 510 of the Water Pollution Control Act.

**SECTION XXVI**  
**INTERRUPTION OF SERVICE**

In the event of a stoppage of OMAHA's Wastewater System or in the event of an interruption of service by OMAHA, it is understood and agreed that OMAHA, its officers, employees and agents, except for OMAHA's willful damaging acts or gross negligence, shall be absolutely free of any liability to the Contributing System, or any owners or lessees of the property or premises within or served by the Contributing System.

**SECTION XXVII**  
**SERVICE WITHIN THE ZONING JURISDICTION OF A MUNICIPALITY**

The City of Omaha will not enter into an Agreement to provide wastewater collection or treatment service to any sanitary and improvement district or other contributing system located partly or wholly within the zoning jurisdiction of a municipality, party to this Agreement, until the plans for the proposed connection have been reviewed and approved by such municipality.

**SECTION XXVIII**  
**DURATION OF AGREEMENT**

As provided by Nebraska law (R.R.S. 14-365.09), the term of this Agreement shall be for a period of ten (10) years beginning on the date of the execution hereof. However, it may be extended by written amendment. If the Contributing System is desirous to continue to have its wastewater received and treated by the City of Omaha, the Contributing System will notify the City of Omaha within six (6) months of the termination date of this Agreement whereupon the parties will make reasonable efforts to negotiate a new Agreement for such service by the City of Omaha.

**SECTION XXIX**  
**NON-DISCRIMINATION**

The Contributing System shall not, in the performance of this Agreement, discriminate or permit discrimination against any person because of race, sex, age, or political or religious opinions or affiliations in violation of State laws or local ordinances.

**SECTION XXX**  
**SOLICITATION**

The Contributing System does hereby state, warrant, and covenant that it has not retained or employed any company or person, other than bona fide employees of the Contributing System, to solicit or secure this contract, and it has not paid or agreed to pay any company or person, other than a bona fide employee of the Contributing System, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this statement, warrant, and covenant, the City of Omaha shall have the right to annul this Agreement without liability.

**SECTION XXXI**  
**SEVERABILITY**

If any portion or portions of this Agreement is or are declared illegal or invalid, all other portions shall, to the maximum extent possible, remain in full force and effect.

**SECTION XXXII**  
**TITLES**

The titles used in these General Provisions are for convenience only and shall not be used in interpreting these General Provisions.

**SECTION XXXIII**  
**STRICT COMPLIANCE**

All provisions of this contract and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from authorized representative.

# CITY OF OMAHA

## LEGISLATIVE CHAMBER

Omaha, Nebr..... June 23, 19.87

RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

WHEREAS, Sanitary and Improvement District 23 of Sarpy County is desirous of removing its wastewater treatment system from service and obtaining wastewater treatment service from the City of Omaha's Papillion Creek Wastewater Treatment Plant; and,

WHEREAS, Sanitary and Improvement District 23 and the City of Omaha Public Works Department have agreed to terms to permit a connection to the Omaha Sewer System and provide wastewater treatment service as detailed in the attached Agreement, which by this reference is made a part hereof.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

THAT, the Agreement between the City of Omaha and Sanitary and Improvement District 23 of Sarpy County, recommended by the Mayor, which details the terms and conditions under which Omaha will provide wastewater treatment service to the District is approved.

APPROVED AS TO FORM:

*[Signature]*  
CITY ATTORNEY

9037y

I hereby certify that the foregoing is a true and correct copy of the original document now on file in the City Clerk's office.

*[Signature]*  
BY DEPUTY CITY CLERK

*[Signature]*  
Council member

adopted JUN 23 1987

*[Signature]*  
DEPUTY City Clerk

Approved *[Signature]* 6/25/87  
Mayor



AGREEMENT FOR WASTEWATER SERVICE  
BETWEEN  
CITY OF OMAHA, NEBRASKA  
AND  
SANITARY AND IMPROVEMENT DISTRICT NO. 23  
SARPY COUNTY, NEBRASKA

THIS AGREEMENT, made this 23rd day of June, 1987 by and between SANITARY AND IMPROVEMENT DISTRICT NO. 23 OF SARPY, COUNTY, NEBRASKA (hereinafter called S&ID 23) and the CITY OF OMAHA, a Municipal Corporation of the State of Nebraska (hereinafter called OMAHA).

WITNESSTH THAT:

WHEREAS, OMAHA has constructed a wastewater treatment plant at the confluence of the Papillion Creek and the Missouri River; and,

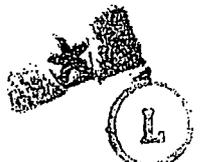
WHEREAS, S&ID 23, desires to have OMAHA convey and treat S&ID 23's sewage from its connection point to the OMAHA system; and,

WHEREAS, it is to the mutual advantage of the parties hereto and the general public interest for the sewage of S&ID 23 from the Papillion Creek Watershed to be treated at the aforesaid OMAHA Treatment Plant; and,

WHEREAS, the accomplishment of such an arrangement is authorized by law.

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

1. For the services hereinafter stipulated to be performed by OMAHA, S&ID 23 will comply with the terms as set forth in the City of Omaha WASTEWATER SERVICE AGREEMENT, GENERAL PROVISIONS, dated October 1, 1985, a copy of which is attached hereto and made a part hereof, and make payment accordingly.
2. OMAHA will provide sewage treatment services as called for in said GENERAL PROVISIONS for the area shown in Exhibit A-1987, Westmont, S&ID 23.
3. Connection of S&ID 23 to the OMAHA sewer service area is to be made via an outfall line constructed by S&ID 75. Exhibit B-1987 shows the area and the outfall line. Attachment 1 is a copy of the agreement between S&ID 75 and S&ID 23 granting S&ID 23 permission to connect and use the outfall line constructed by S&ID 75.
4. In order to reach the OMAHA sewer system, a portion of an outfall line constructed by S&ID 65 must also be used by S&ID 23. Attachment 2 is a copy of the agreement between S&ID 65 and S&ID 23 granting S&ID 23 permission to use the outfall line constructed by S&ID 65.
5. S&ID 23 shall be responsible for obtaining all necessary local and state governmental permits for the sewer construction and connection. OMAHA'S permission provided for herein is only that of the owner of the utility.



6. A sampling manhole (SMH) shall be constructed at the point indicated on Exhibit B-1987.
7. Charges for sewer service for all customers within S&ID 23 shall be based upon water consumption. Because S&ID 23 is on well water, direct OMAHA sewer service billings to the individual property owners cannot be done via Metropolitan Utilities District. The S&ID Board of Trustees or its designee shall be responsible for billing the individual property owners and for providing a computerized listing, detail and summary, of the number of customers and sewer usage each month for the sewer service users within the shaded area of Exhibit A-1987. Sewer usage for S&ID 23 shall be the summation of the sewer usage for each water account within the shaded area of Exhibit A-1987. Sewer usage is defined as the actual water consumption for non-residential accounts for all months of the year. Residential account sewer usage is defined as the actual water consumption for the months of December, January, February and March. For the months April through November, residential sewer usage is equal to the average water usage for the four (4) preceding winter months of December, January, February and March or the actual water consumption whichever is less.
8. S&ID 23's monthly sewer billing from OMAHA shall consist of:
  - A) One hand-billing charge of \$5 per month
  - B) The Bulk II customer charge times the number of accounts on S&ID sewer/water records
  - C) The retail flowcharge times the total sewer usage of all property owners
  - D) An abnormal charge for discharge of wastewater greater than domestic waste strength, currently 240 mg/l Biochemical Oxygen Demand, 300 mg/l Suspended Solids, and/or 100 mg/l Grease

All charges and definitions of words or phrases, unless specified, are those established by the Omaha Municipal Code Chapter 31, Article IV or as it is from time to time amended.

9. S&ID 23 will utilize an equitable cost recovery system as required by State and Federal laws and regulations.



10. As provided by Nebraska law (R.R.S. § 14-365.09), this agreement will, unless extended as provided below, terminate ten (10) years after its effective date. This agreement may be extended by written amendment. OMAHA acknowledges its sewage treatment system is a public utility available without discrimination to members of specified classes. Termination of sewage treatment will not be made without the approval of the appropriate state or federal agencies having jurisdiction over wastewater pollution and treatment. Termination of sewage treatment service will not be made before ninety (90) days following written notice of such termination. It is acknowledged that during said period, if negotiations produce no new agreement, the parties, or any one of them, may file and action in any court having jurisdiction over the matter to provide equitable relief concerning the issue of continued sewage treatment and the conditions and charges appropriate thereto. Nothing in this paragraph will be construed as a limitation on the authority of the governing body of OMAHA to set reasonable rules and regulations concerning sewage service and the appropriate rates pertaining thereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by the proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED BY S&ID 23 this 6th day of April, 1987.

ATTEST:

SANITARY AND IMPROVEMENT DISTRICT  
NO. 23 of  
SARPY COUNTY, NEBRASKA

Richard G Lacy  
Clerk

Jeffrey L Kuebs  
Chairman

EXECUTED BY OMAHA this 25<sup>th</sup> day of June, 1987.

ATTEST:

CITY OF OMAHA:

Bonita Brown  
DEPUTY City Clerk

Bernie Sumai  
Mayor

RECOMMENDED:

APPROVED AS TO FORM:

James H. Smith  
Public Works Director

Joseph J. Horner  
Assistant City Attorney

COPY



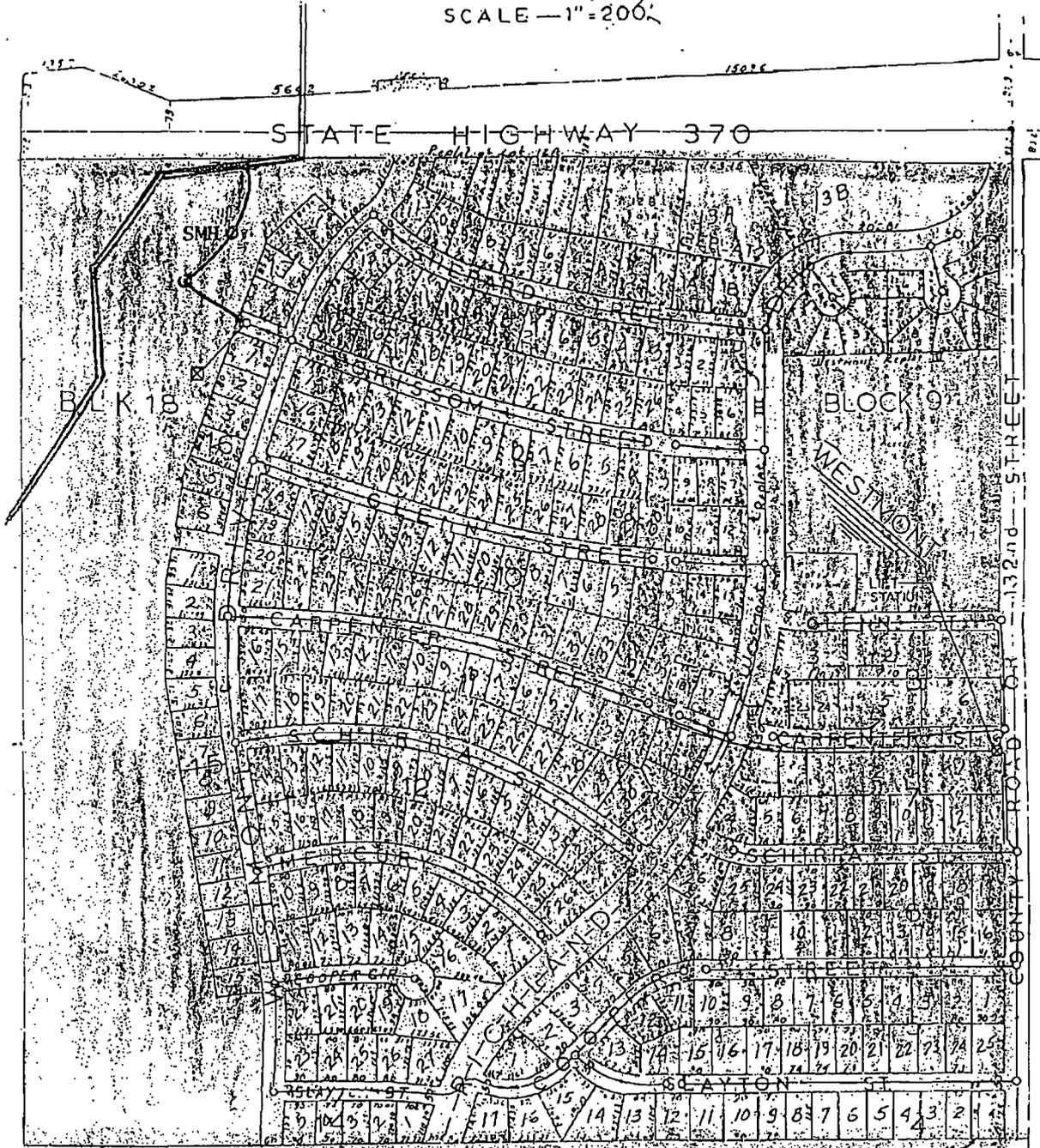
Exhibit A - 1987

S&ID 23

NE 1/4-SEC 36-T14N-R11E.

2075

SCALE - 1" = 200'



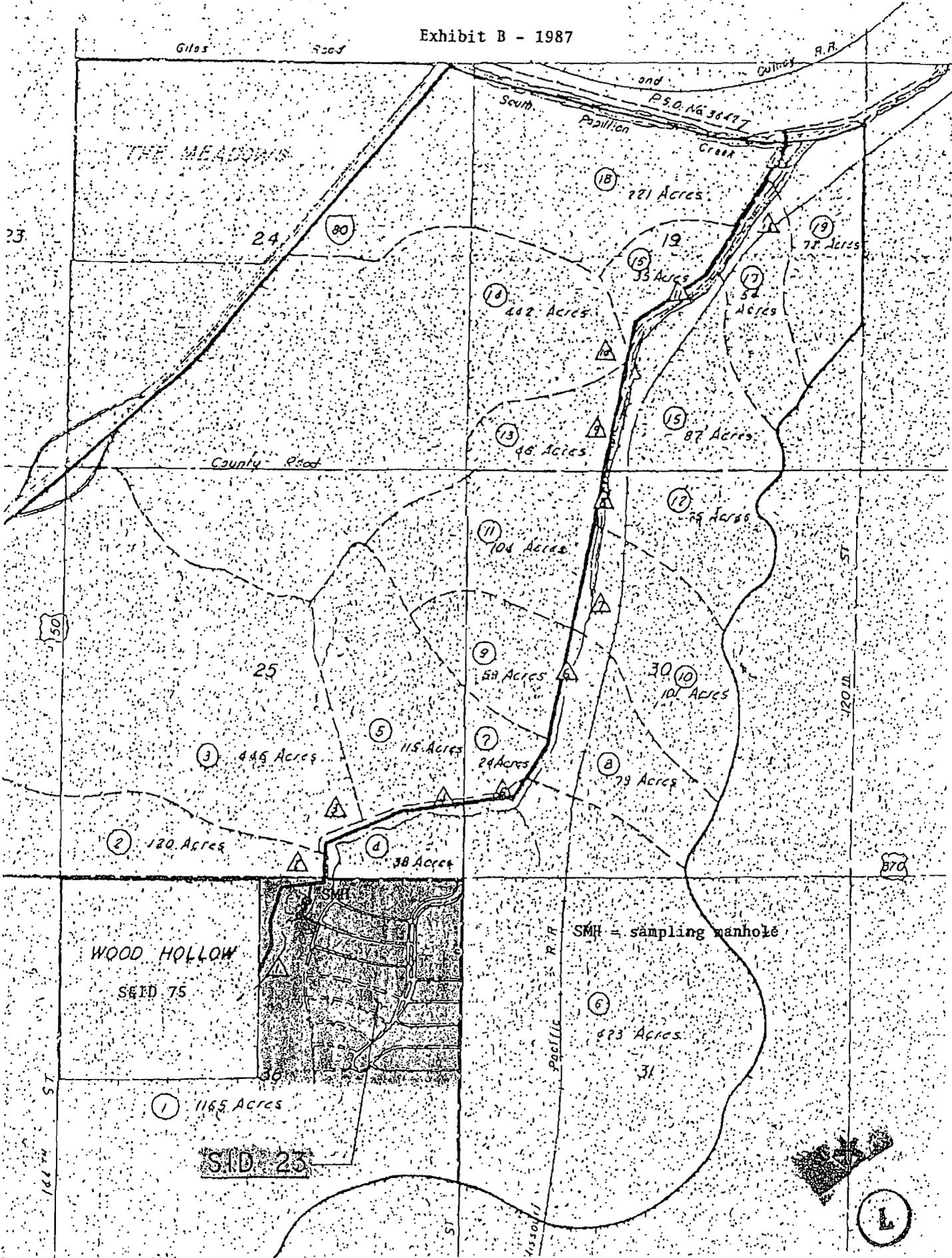
SARPY COUNTY SURVEYOR'S OFFICE  
JULY - 1965

Revised  
11-20-74  
11-15-79



Exhibit B - 1987

Gilas 500-J



CITY OF OMAHA  
WASTEWATER SERVICE AGREEMENT  
GENERAL PROVISIONS

OCTOBER 1, 1985

SECTION I  
THREE CLASSES OF USERS

Wastewater collection and treatment services described herein shall be offered by the City of Omaha, hereinafter, referred to as the "City" to three classes of users. These classes are (1) Municipalities, (2) Sanitary and Improvement Districts, and (3) Service Users, which shall consist of all users approved by the City of Omaha, except Municipalities and Sanitary and Improvement Districts. Hereinafter, such users will be referred to as the "Contributing System," unless the provisions are not applicable to all classes.

Such service will be offered by the City of Omaha to Municipalities, Sanitary and Improvement Districts and the Sewer Service Users within or adjacent to areas served by existing and proposed facilities of the Wastewater Treatment Systems of the City and shall include receiving, transporting, treating and disposing of wastewater or sewage from the wastewater or Sanitary Sewage Systems of Municipalities, Sanitary and Improvement Districts and Service Users in accordance with the terms and conditions of these General Provisions and any Special Provisions in this Agreement.

SECTION II  
CONTRIBUTING SYSTEM

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SECTION III  
CONTRIBUTING SYSTEM-OWNED FACILITIES

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The Contributing System shall retain the responsibility for construction, operation, maintenance and ownership of facilities comprising the contributing system and future additions thereto and shall retain all contractual and managerial obligations associated with such Contributing System-owned facilities.



SECTION IV  
CONNECTION APPROVAL

The Contributing System shall not make its connection to the system of the City until it is authorized in writing by the City Public Works Director or his designee.

SECTION V  
POINT OF CONNECTION

Subject to the conditions and provisions hereinafter specified, the Contributing System may connect its Wastewater System to the Wastewater System of the City of Omaha only in such manner of such materials and at such place as shown on Exhibit "A" hereof, which must receive the approval of the City of Omaha prior to such connection, attached hereto and made a part hereof. Should a change of the point or points of connection be required by the City of Omaha because of a change in the quality or quantity of flow from the Contributing System, or should the Contributing System request additional points of connection at some future date, such change(s) or additional connection(s) shall be made at the expenditure of the Contributing System and as directed by the Public Works Department of the City of Omaha. Any changes in such points necessitated by any changes in flow from the City shall be at the cost of the City.

SECTION VI  
ADDITIONAL CONNECTIONS

Service Users shall not allow any other part to connect to such user's system without the written approval of the City of Omaha. Sanitary and Improvement Districts shall not allow any sewer lines or sewers outside their boundaries as existing on the date of this Agreement to be connected directly or indirectly to their Wastewater Systems without the written approval of the City of Omaha.

Certification shall be given to the City from the consultant or design engineer of the Contributing System that the addition of the additional connections will not overload or exceed design capacity of those sewers being connected to.

Municipalities shall not allow any sewer lines or sewers outside of the Papillion Creek Watershed to be connected directly or indirectly to their Wastewater Systems without the written approval of the City of Omaha.

If and when Omaha determines that the then existing flow to the Papillion Creek Treatment Plant plus potential flow from all subdivisions then connected to the Papillion Creek Sewer System or for which final plats have been approved by their respective jurisdiction and which are planned for connection to the Papillion Creek Sewer System equals or exceeds the capacity at that time of the Papillion Creek Treatment Plant, Omaha will give notice to all Municipalities connected to the Papillion Creek System. From that time forward, neither Omaha nor any other Municipality will approve any additional



final plats within their respective zoning jurisdictions and Omaha will not make any additional wastewater service agreements or amend existing agreements to serve additional lots until the capacity of the Papillion Creek Wastewater Treatment Plant is increased. The City of Omaha will include this provision in all wastewater service agreements made between Omaha and other municipalities after the date of this Agreement.

SECTION VII  
OMAHA'S RIGHT TO CONNECT

It is agreed that the City of Omaha shall have the right to connect any City sewers or those within its zoning jurisdiction to any Contributing System without cost to such Contributing System to provide an outlet for such City Sewers, if necessary, provided, however, that the system to which such connections are made has sufficient reserve capacity to carry the combined load if such combined load becomes necessary.

SECTION VIII  
DISCONNECTIONS

The City shall have the right to make any disconnections and recover the expenses thereof from the Contributing System should the Contributing System neglect or refuse to disconnect or fail to negotiate a new contract at the end of the period of this Agreement. Any Contributing System which ceases to use any wastewater system connected to the system of the City shall disconnect the same at its expense or failing that, the City of Omaha may disconnect the same at the expense of the Contributing System.

SECTION IX  
CONTRIBUTING SYSTEM CONTROL OF CONNECTIONS

Sewer connections with the Contributing System which are Municipalities or Sanitary and Improvement Districts shall be under the control of the Contributing System. Current records will be maintained by the Contributing System and made available to the City upon request by the Director of the Public Works Department of the City of Omaha. New connections shall be limited to wastewater only and the number of connections authorized within the Contributing System shall be the sole responsibility of the Contributing System and its duly authorized representatives.

SECTION X  
NEW STORM CONNECTIONS PROHIBITED

After the beginning of service under this Agreement, the Contributing System shall not make or permit to be made any connections which will contribute directly or indirectly into the City Wastewater System, the storm water run-off from surface drains, ditches, streams, storm sewers, roof, areaway or foundation drains.

SECTION XI  
EXISTING STORM CONNECTIONS

As to storm water connections of the type described above which existed in the Contributing System prior to the beginning of service from the Omaha System,



the Contributing System shall work as vigorously as possible within the technical and financial capabilities of the Contributing system to eliminate all of its storm water connections. The infiltration of ground water in all sewers constructed in the Contributing System after the date of the execution of this Agreement shall not exceed 200 gallons per inch diameter per mile in 24 hours.

To comply with regulatory requirements, all Contributing Systems having either acceptable or unacceptable waste in the effluent must file with the City of Omaha at least once each year during May, June or September a report on the flow of the wastewater. Essentially this requirement is to meet the obligations of the NPDES permit regarding elimination of extraneous water. The Contributing System may engage the services of any independent testing laboratory for this service. Costs incurred with this are at the expense of the Contributing System.

SECTION XII  
DESIGN REVIEW

The City of Omaha has the right to review the designs, specifications and criteria for additions or modifications to any portion of the Contributing System connected directly or indirectly to the Omaha Sewer System prior to the work being so connected to the Omaha System.

SYSTEM XIII  
CHARGES

As full compensation for the receiving, transporting, and treating of the sewage from the Contributing System, the Contributing System agrees to pay the City as follows: Municipalities and those Sanitary and Improvement Districts are not connected to MUD shall pay a sum equivalent to the sewer service charges or use fees from time to time charged to users as provided by Article IV, of the Omaha Municipal Code, and any amendments thereto, for the use of the City's Sewer System; specifically, the appropriate flow charge, abnormal charge and customer charge per month based on the flow volume for each connection point to the City's Wastewater System. Payments for wastewater service shall be made within thirty (30) days following receipt of invoice and shall thereafter be delinquent. Delinquent balances shall bear interest at a rate equal to the average rate earned by the City of Omaha from its short term investments during the three months preceding the delinquency. Such Municipality or Sanitary and Improvement District must collect from all contributors within its boundaries or those connected to its system on a fair and equitable cost recovery basis, subject to the approval of the Nebraska Department of Environmental Control. All users within Sanitary and Improvement Districts party to this Agreement connected to the City's System and served by the Water Service of the Metropolitan Utilities District shall pay the rates provided for in Chapter 31 of the Omaha Municipal Code (O.M.C.) according to the provisions therein and the metered water usage.



SECTION XIV  
USE OF PUBLIC AREAS

It is agreed and understood that there shall be no payment by the City for the use of any streets, alleys, avenues, or public property, if any, in the Contributing System for sewer lines or appurtenances construed therein for the benefit of the City, provided the City shall, at its expense, repair and replace any pavement damaged during such construction and shall likewise pay the cost of any necessary utility relocations.

SECTION XV  
FLOW RECORDERS AND SAMPLING DEVICES

When deemed necessary by the City Public Works Director to facilitate a fair and equitable charge being billed by the City of Omaha, the Contributing System agrees to install at its expense sampling manholes approved by the City of Omaha, as provided in the City of Omaha Wastewater Ordinances at point(s) designated by the City of Omaha. The city will provide monitoring services as per Section 31-75 O.M.C.; however, all maintenance required on the containing structures and manholes shall be at the expense of the Contributing System.

SECTION XVI  
REPORTING NEW INDUSTRIES

It shall be the responsibility of the person or department authorized to issue building permits within the jurisdictional limits of Contributing System Municipalities to notify the City of Omaha Public Works Director of any new industries locating within such jurisdictional limits as soon as such location is known to such person or department.

SECTION XVII  
INDUSTRIAL MONITORING AND REPORTING

To comply with regulatory requirements, all industries classified as existing or new source by the United States Environmental Protection Agency, having either acceptable or unacceptable wastes in their effluent, must file with the appropriate City and the City of Omaha at least once each year a sampling report and analysis in accordance with City of Omaha Ordinance, rules and regulations of the flow strength characteristics of their plant effluent wastewater in terms of BOD, suspended solids, grease, and PH and any other parameter required by the United States Environmental Protection Agency or the Nebraska Department of Environmental Control in monitoring sewage influent and effluent from publicly-owned treatment plants, according to the NPDES permit.

Industries required to pretreat their waste effluent must file a similar report with the Director of the City of Omaha Public Works Department or his designee every June and January. Sampling and analysis may be done by the appropriate Contributing System and/or by the City of Omaha and by any City of Omaha approved laboratory according to Section 31-74 O.M.C. From time to time the City of Omaha may require 24 hours flow proportion composite samples to be split and given to the City of Omaha Public Works Department

Director or designee for verification. Such samples shall be representative of a normal average production day. Any additional costs for obtaining the additional samples or testing shall be paid for by the industry involved.

SECTION XVIII  
SAMPLING AND TESTING COSTS

Except as expressly provided in this contract, the City of Omaha has no obligation to make payments to any party for such sampling and testing costs.

SECTION XIX  
INSPECTION AND TESTING

The Contributing System shall, with respect to property owned by it or under its control, allow the City of Omaha Public Works Department Director or designees and such personnel from the State or Federal agencies, upon presentation of proper credentials:

1. To enter premises where an effluent source is located or in which any records are required to be kept under the terms of this Agreement.
2. At reasonable times to have access to or copy any records required by this Agreement or State or Federal laws or regulations to be kept by the Contributing System.
3. To inspect and repair or adjust any monitoring equipment or monitoring method required in this Agreement.
4. To sample any discharge point for pollutants.

Contributing System Municipalities shall, when requested under reasonable circumstances, assist City personnel in making such investigation and inquiry of the property of users within the boundaries or jurisdiction of such Contributing System Municipalities.

SECTION XX  
REPORTS

Service Users, party to this Agreement, shall make all reports required by City Ordinance, rules or regulations directly to the City of Omaha.

Municipalities and Sanitary and Improvement Districts, party to this Agreement, shall require within their boundaries or jurisdiction that all such reports be made to them and shall cause copies of all such reports to be sent to the City of Omaha Public Works Director.

SECTION XXI  
LAWS AND REGULATIONS

The Contributing System agrees to conform with and enforces all Minimum Standards, Ordinances, rules, regulations and requirements of the City of



Omaha and all applicable State and Federal laws, rules and regulations concerning: (1) Industrial Cost Recovery for industries within or connected to the Contributing System, and (2) Wastewater discharges, including limitations and prohibitions, monitoring, and reporting within the Contributing System.

Wastewater emptied into the City Wastewater System from the Contributing System shall be in conformity with Chapter 31, Article III of the Omaha Municipal Code and current regulations pertaining to sewers or sewage within the City and/or in accordance with all State and Federal laws, rules and regulations, whichever is the most restrictive. Wastewater not in conformity with such rules and regulations shall not be permitted to flow through the sewers of the Contributing System into the Omaha Sewage System.

SECTION XXII  
AMENDMENTS - FEDERAL AND STATE REGULATIONS

The Contributing System agrees to abide by any changes in this Agreement made necessary by revisions or additions to State or Federal regulations.

SECTION XXIII  
APPORTIONMENT OF FINES

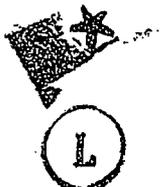
Any fines or penalties imposed upon the City by any Federal or State agency or any court of competent jurisdiction shall be paid by the Contributing System or Systems, if any, to which the effluent or other act causing such fine or penalty can be traced. Such payment shall be apportioned to the Contributing Systems, including the City, according to their contribution to the cause of such fine or penalty.

SECTION XXIV  
CHANGE IN OWNERSHIP

In the event of any change in the control or ownership of a facility of a Service User from which authorized discharges are emitted, the permittee user shall notify the succeeding owner or controller of the existence of this Agreement and the permit by means of a letter, a copy of which shall be forwarded to the City. This Agreement is not assignable from or to Service Users.

SECTION XXV  
HAZARDOUS WASTES

It is agreed and understood that the parties to this Agreement are, or may be subject under Section 311 of the Water Pollution Control Act, as it applies to oil and hazardous wastes, and to any applicable State Law or Legislation, under the authority preserved by Section 510 of the Water Pollution Control Act.



SECTION XXVI  
INTERRUPTION OF SERVICE

In the event of a stoppage of the City's Wastewater System or in the event of an interruption of service by the City, it is understood and agreed that the City, its officers, employees and agents, in the absence of gross negligence, shall be absolutely free of any liability to the Contributing System, or any owners or lessees of the property or premises within or served by the Contributing System.

SECTION XXVII  
SERVICE WITHIN THE ZONING JURISDICTION OF A MUNICIPALITY

The City of Omaha will not enter into an Agreement to provide wastewater collection or treatment service to any sanitary and improvement district or other contributing system located partly or wholly within the zoning jurisdiction of a municipality, party to this Agreement, until the plans for the proposed connection have been reviewed by such municipality.

SECTION XXVIII  
DURATION OF AGREEMENT

The term of this Agreement shall be for a period of ten (10) years beginning on the date of the execution hereof. If the Contributing System is desirous to continue to have its wastewater received and treated by the City of Omaha, the Contributing System will notify the City of Omaha within six (6) months of the termination date of this Agreement whereupon the parties will make reasonable efforts to negotiate a new Agreement for such service by the City of Omaha.

SECTION XXIX  
NON-DISCRIMINATION

The Contributing System shall not, in the performance of this Agreement, discriminate or permit discrimination against any person because of race, sex, age, or political or religious opinions or affiliations in violation or State laws or local ordinances.

SECTION XXX  
SOLICITATION

The Contributing System does hereby state, warrant, and covenant that it has not retained or employed any company or person, other than bona fide employees of the Contributing System, to solicit or secure this contract, and it has not paid or agreed to pay any company or person, other than a bona fide employee of the Contributing System, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this statement, warrant, and covenant, the City of Omaha shall have the right to annul this Agreement without liability.

SECTION XXXI  
SEVERABILITY

If any portion or portions of this Agreement is or are declared illegal or invalid, all other portions shall, to the maximum extent possible, remain in full force and effect.

SECTION XXXII  
TITLES

The titles used in these General Provisions are for convenience only and shall not be used in interpreting these General Provisions.

SECTION XXXIII  
STRICT COMPLIANCE

All provisions of this contract and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from authorized representative.



ATTACHMENT 1

SEWER CONNECTION AGREEMENT

THIS AGREEMENT made and entered into this 4th day of May, 1987, by and between SANITARY AND IMPROVEMENT DISTRICT NO. 23 OF SARPY COUNTY, NEBRASKA (herein called "District #23") and SANITARY AND IMPROVEMENT DISTRICT NO. 75 OF SARPY COUNTY, NEBRASKA (herein called "District #75").

W I T N E S S E T H :

WHEREAS, District #23 embraces a subdivision known as "Westmont" in Sarpy County, Nebraska, and desires to connect its sanitary sewer system to the District #75 outfall sanitary sewer system at locations more particularly hereinafter described; and

WHEREAS, District #23 proposes to provide service to 422.25 equivalent units within its District through its sanitary sewer system, which units are comprised of 315 single-family lots (315 equivalent units), 15 4-plex lots (one contains a homotel) (60 equivalent units) and approximately 13.5 acres consisting of commercial and school ground in Lot, 3, Block 9 and Block 13 (47.25 equivalent units). An equivalent unit is described as a single-family dwelling unit. Commercial property is computed at 3.5 equivalent units per acre; and

WHEREAS, District #75 embraces a subdivision known as "Emerald Hills" in Sarpy County, Nebraska, and has constructed an outfall sanitary sewer.

NOW, THEREFORE, in consideration of the foregoing preambles which are incorporated herein by this reference, and in consideration of the mutual covenants of the parties, it is hereby agreed as follows:

1) District #75 hereby grants to District #23 the perpetual license, easement and right to make connections to the outfall sanitary sewer owned by District #75 at locations more particularly set forth on the plat which is attached hereto and made a part hereof by reference, and to transmit sanitary sewage from a maximum number of 412.25 equivalent units as set forth above in District #23 through the outfall sanitary sewer of District #75 and ultimately into the sanitary sewer system of the City of Omaha.

2) District #23 shall make said connection to the District #75 outfall sanitary sewer at the sole expense of District #23, but the plans and specifications for said connections shall, before such connections are made, be approved by the engineers for District #75, and such connections shall be subject to inspection by said engineers



for District #75. SID #23 shall pay all costs and expenses incurred for the maintenance of the SID #75 sanitary outfall sewer for so long as it is the sole user of the outfall sewer. To the extent that property within or without the boundaries of SID #75 is connected to the outfall sewer, SID #23 agrees to pay its proportionate share of the expense of maintaining the sanitary outfall sewer, based upon the percentage of connected equivalent units within SID #23 to the total number of equivalent units connected to SID #75's outfall sewer. District #23 shall have sole responsibility for the repair of said outfall sanitary sewer system to the extent that such repairs are made necessary as the result of construction of improvements made by District #23 over or along said outfall sanitary sewer system. District #23 shall be solely responsible for the maintenance and repair of its entire sanitary sewer system, including its said outfall sanitary sewer system, and all appurtenances thereto. District #23 represents and warrants that only sanitary sewage shall be emptied into its said outfall sanitary sewer system, and no surface or storm waters or water from air conditioning units shall enter said system and that District #23 will comply with all of the rules and regulations of the City of Omaha relative to sanitary sewage emptied into the City's sewer system.

3) District #23 shall pay to District #75 for said perpetual sewer connection license and right the total sewer connection fee of Eighty-Four Thousand Four Hundred Fifty (\$84,450.00) Dollars for the connection of the aforescribed 422.25 equivalent units, payable in full within thirty (30) days from the date of execution of this agreement by District #23 and District #75 and prior to the beginning of any construction for the purpose of making said connections. District #23 represents and covenants that said sewer connection fee in the sum of Eighty-Four Thousand Four Hundred Fifty (\$84,450.00) Dollars shall be paid by issuance and delivery of valid warrants drawn on the Construction Fund Account of District #23 payable to the order of District #75 and redeemable in cash at par by the District's fiscal agent within thirty (30) days following issuance of the warrants.

4) District #23 shall not allow the use of its sanitary sewer system, to the extent that said sanitary sewer system connects in or through the outfall sewer system of District #75 for additional connections in excess of the 422.25 equivalent units referred to above without first negotiating and paying to District #75 a sewer connection fee for said additional connections, nor will District #23 contract with nor grant to any legal entity, a right or license to make any connection to its sanitary sewer system without such other legal entity having first negotiated a sewer connection agreement with District #75. SID #23 acknowledges that neither Block 12 nor Block 18, Westmont, are included in the said 422.25 equivalent units and that should the same be developed they shall be subject to sewer connection fees.

A handwritten signature or set of initials is written in the bottom right corner of the page. Below the signature, the letter 'L' is enclosed within a hand-drawn circle.

5) District #23 shall, concurrently with the construction of said outfall sanitary sewer, seek and obtain from the City of Omaha the sewer connection agreement required for District #23 to empty sanitary sewage into the City of Omaha sewage system, and when so obtained, will furnish a signed copy thereof to District #75.

6) District #23 covenants and warrants that all work associated with the outfall sanitary sewer of District #75 and all lines connecting thereto shall be constructed in accordance with the City of Omaha standard specifications for street and sewer construction. District #23 further agrees that the existing outfall sewer of District #75 will be television inspected upon completion of the work performed by District #23 in making a videotape of said inspection shall be submitted to the City of Omaha Public Works Department along with the report for the lines constructed in District #23.

7) Within thirty (30) days from the date of execution of this agreement by both District #23 and District #75, each District shall furnish to the other District proof that the execution of this agreement by the Chairman and Clerk of the Board of Trustees of each District has been duly approved, ratified and confirmed by each of the said Board of Trustees, by the adoption of resolutions in the manner and in full accordance with the provisions of the governing statutes of the State of Nebraska, failing in which this agreement shall henceforth be null and void.

8) This contract, upon due compliance with the terms herein for the execution thereof, shall run perpetually and shall bind the successors and assigns of the parties hereto, unless thereafter terminated by mutual agreement.

EXECUTED on the 4<sup>th</sup> day of May, 1987,  
by District #23.

SANITARY AND IMPROVEMENT DISTRICT  
NO. 23 OF SARPY COUNTY, NEBRASKA

By: Jeffrey Kneels  
Chairman

ATTEST:

Richard G. Laeg  
Clerk



EXECUTED on the 17 day of May, 1987, by  
District #75.

SANITARY AND IMPROVEMENT DISTRICT  
NO. 75 OF SARPY COUNTY, NEBRASKA

By: Charles R. Oestrich  
Chairman  
Administrator

ATTEST:

\_\_\_\_\_  
Clerk



(L)

ATTACHMENT 2

SEWER CONNECTION AGREEMENT

THIS AGREEMENT made and entered into this 4th day of May, 1987, by and between SANITARY AND IMPROVEMENT DISTRICT NO. 23 OF SARPY COUNTY, NEBRASKA (herein called "District #23") and SANITARY AND IMPROVEMENT DISTRICT NO. 65 OF SARPY COUNTY, NEBRASKA (herein called "District #65").

W I T N E S S E T H :

WHEREAS, District #23 embraces a subdivision known as "Westmont" in Sarpy County, Nebraska, and desires to connect its sanitary sewer system to the District #65 outfall sanitary sewer system at locations more particularly hereinafter described; and

WHEREAS, District #23 proposes to provide service to 422.25 equivalent units within its District through its sanitary sewer system, which units are comprised of 315 single-family lots (315 equivalent units), 15 4-plex lots (one contains a homotel) (60 equivalent units) and approximately 13.5 acres consisting of commercial and school ground in Lot, 3, Block 9 and Block 13 (47.25 equivalent units). An equivalent unit is described as a single-family dwelling unit. Commercial property is computed at 3.5 equivalent units per acre; and

WHEREAS, District #65 embraces a subdivision known as "The Meadows" in Sarpy County, Nebraska, and has constructed an outfall sanitary sewer.

NOW, THEREFORE, in consideration of the foregoing preambles which are incorporated herein by this reference, and in consideration of the mutual covenants of the parties, it is hereby agreed as follows:

1) District #65 hereby grants to District #23 the perpetual license, easement and right to make connections to the outfall sanitary sewer owned by District #65 at locations more particularly set forth on the plat which is attached hereto and made a part hereof by reference, and to transmit sanitary sewage from a maximum number of 422.25 equivalent units as set forth above in District #23 through the outfall sanitary sewer of District #65 and ultimately into the sanitary sewer system of the City of Omaha.

2) District #23 shall make said connection to the District #65 outfall sanitary sewer at the sole expense of District #23, but the plans and specifications for said connections shall, before such connections are made, be approved by the engineers for District #65, and such connections shall be subject to inspection by said engineers



for District #65. District #65 shall be solely responsible for the maintenance and repair of its outfall sanitary sewer system and all appurtenances thereto, except that District #23 shall be responsible for the repair of said outfall sanitary sewer system to the extent that such repairs are made necessary as the result of construction of improvements made by District #23 over or along said outfall sanitary sewer system. District #23 shall be solely responsible for the maintenance and repair of its entire sanitary sewer system, including its said outfall sanitary sewer system, and all appurtenances thereto. District #23 represents and warrants that only sanitary sewage shall be emptied into its said outfall sanitary sewer system, and no surface or storm waters or water from air conditioning units shall enter said system and that District #23 will comply with all of the rules and regulations of the City of Omaha relative to sanitary sewage emptied into the City's sewer system.

3) District #23 shall pay to District #65 for said perpetual sewer connection license and right the total sewer connection fee of Eighty-Four Thousand Four Hundred Fifty (\$84,450.00) Dollars for the connection of the aforescribed 422.25 equivalent units, payable in full within thirty (30) days from the date of execution of this agreement by District #23 and District #65 and prior to the beginning of any construction for the purpose of making said connections. District #23 represents and covenants that said sewer connection fee in the sum of Eighty-Four Thousand Four Hundred Fifty (\$84,450.00) Dollars shall be paid by issuance and delivery of valid warrants drawn on the Construction Fund Account of District #23 payable to the order of District #65 and redeemable in cash at par by the District's fiscal agent within thirty (30) days following issuance of the warrants.

4) District #23 shall not allow the use of its sanitary sewer system, to the extent that said sanitary sewer system connects in or through the outfall sewer system of District #65 for additional connections in excess of the 422.25 equivalent units referred to above without first negotiating and paying to District #65 a sewer connection fee for said additional connections, nor will District #23 contract with nor grant to any legal entity, a right or license to make any connection to its sanitary sewer system without such other legal entity having first negotiated a sewer connection agreement with District #65. SID #23 acknowledges that neither Block 12 nor Block 18, Westmont, are included in the said 422.25 equivalent units and that should the same be developed they shall be subject to sewer connection fees.

5) District #23 shall, concurrently with the construction of said outfall sanitary sewer, seek and obtain from the City of Omaha the sewer connection agreement required for District #23 to empty sanitary sewage into the City of Omaha sewage system, and when so obtained, will furnish a signed copy thereof to District #65.



6) District #23 covenants and warrants that all work associated with the outfall sanitary sewer of District #65 and all lines connecting thereto shall be constructed in accordance with the City of Omaha standard specifications for street and sewer construction. District #23 further agrees that the existing outfall sewer of District #65 will be television inspected upon completion of the work performed by District #23 in making a videotape of said inspection shall be submitted to the City of Omaha Public Works Department along with the report for the lines constructed in District #23.

7) Within thirty (30) days from the date of execution of this agreement by both District #23 and District #65, each District shall furnish to the other District proof that the execution of this agreement by the Chairman and Clerk of the Board of Trustees of each District has been duly approved, ratified and confirmed by each of the said Board of Trustees, by the adoption of resolutions in the manner and in full accordance with the provisions of the governing statutes of the State of Nebraska, failing in which this agreement shall henceforth be null and void.

8) This contract, upon due compliance with the terms herein for the execution thereof, shall run perpetually and shall bind the successors and assigns of the parties hereto, unless thereafter terminated by mutual agreement.

EXECUTED on the 4<sup>th</sup> day of May, 1987,  
by District #23.

SANITARY AND IMPROVEMENT DISTRICT  
NO. 23 OF SARPY COUNTY, NEBRASKA

By: Jeffrey Anels  
Chairman

ATTEST:

Richard G. Lacy  
Clerk

EXECUTED on the 26<sup>th</sup> day of March, 1987, by  
District #65.

SANITARY AND IMPROVEMENT DISTRICT  
NO. 65 OF SARPY COUNTY, NEBRASKA

By: Gaylin Reicks  
Chairman

ATTEST:

Lisa T. Zimmerman  
Clerk



NO. 1327

Resolution by .....

Res. that the Agreement between the City of Omaha and Sanitary and Improvement District 23 of Sarpy County, recommended by the Mayor, which details the terms and conditions under which Omaha will provide wastewater treatment service to the District is approved.

9037y

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Presented to City Council

JUN 23 1987 19.....

Adopted 7-0

Mary Galligan Cornette

City Clerk

*Res # 1535*



July 21, 1987

City of Omaha  
Bernie Simon, Mayor  
Public Works Department

Honorable President  
and Members of the City Council,

Omaha/Douglas Civic Center  
1819 Parnam Street, Suite 601  
Omaha, Nebraska 68183-0601  
(402) 444-5220

James H. Suttle, P.E.  
Director

Transmitted herewith is a Resolution approving the Agreement, recommended by the Mayor, for wastewater service between the City of Omaha and Sanitary and Improvement District 48 of Sarpy County being Lakeview South, located Northwest of 144th Street and Cornhusker Road. This Sanitary and Improvement District will continue to operate its wastewater treatment system and lagoon system and being provided wastewater treatment service from the Omaha Papillion Creek Wastewater Treatment Plant for a 14 lot addition to the Sanitary and Improvement District.

The Sanitary and Improvement District is on a well water system, therefore, the district will be billed in accord with flow monitoring information as detailed in the agreement. The district will bill customers their respective shares in a manner similar to which Omaha/Metropolitan Utilities District residential customers are billed.

The Public Works Department requests your consideration and recommends your approval of this Resolution and Agreement.

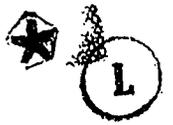
Sincerely,

*James H. Suttle*

James H. Suttle, P.E.  
Director of Public Works

Referred to City Council for  
Consideration:

*Barry M. Egan*  
Mayor's Office/Title



AGREEMENT FOR WASTEWATER SERVICE  
BETWEEN  
CITY OF OMAHA, NEBRASKA  
AND  
SANITARY AND IMPROVEMENT DISTRICT NO. 48  
SARPY COUNTY, NEBRASKA

THIS AGREEMENT, made this 21<sup>ST</sup> day of July, 1987 by and between SANITARY AND IMPROVEMENT DISTRICT NO. 48 OF SARPY, COUNTY, NEBRASKA (hereinafter called S&ID 48 and the CITY OF OMAHA, a Municipal Corporation of the State of Nebraska (hereinafter called OMAHA).

WITNESSTH THAT:

WHEREAS, OMAHA has constructed a wastewater treatment plant at the confluence of the Papillion Creek and Missouri River; and,

WHEREAS, S&ID 48, desires to have OMAHA convey and treat S&ID 48's sewage from its connection point to the OMAHA system; and,

WHEREAS, it is to the mutual advantage of the parties hereto and the general public interest for the sewage of S&ID 48 from the Papillion Creek Watershed to be treated at the aforesaid OMAHA Treatment Plant; and,

WHEREAS, the accomplishment of such an arrangement is authorized by law.

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

1. For the services hereinafter stipulated to be performed by OMAHA, S&ID 48 will comply with the terms as set forth in the City of Omaha WASTEWATER SERVICE AGREEMENT, GENERAL PROVISIONS, dated October 1, 1985, a copy of which is attached hereto and made a part hereof, and make payment accordingly.
2. OMAHA will provide sewage treatment services as called for in said GENERAL PROVISIONS for lots 1-14 inclusive of the Lakeview South development wholly within S&ID 48. The area to be provided service is shaded in Exhibit A-1987.
3. In order to reach the OMAHA sewer system, a portion of an outfall line constructed by S&ID 65 must also be used by S&ID 48. Attachment 1 is a copy of the agreement between S&ID 65 and S&ID 48 granting S&ID 48 permission to use the outfall line constructed by S&ID 65.
4. S&ID 48 shall be responsible for obtaining all necessary local and state governmental permits for the sewer construction and connection. OMAHA'S permission provided for herein is only that of the owner of the utility.



5. A sampling manhole, (SMH) shall be constructed at the point indicated on Exhibit A-1987.
6. Charges for sewer service for all customers within S&ID 48 receiving OMAHA sewer service shall be based upon water consumption. Because S&ID 48 is on well water, direct OMAHA sewer service billings to the individual properties cannot be done via Metropolitan Utilities District. The S&ID Board of Trustees or its designee shall be responsible for billing the individual properties and for providing a computerized listing, detail and summary, of the number of customers and sewer usage each month for the sewer service users within the shaded area of Exhibit A-1987. Sewer usage for S&ID 48 shall be the summation of the sewer usage for each water account within the shaded area of Exhibit A-1987. Sewer usage is defined as the actual water consumption for non-residential accounts for all months of the year. Residential account sewer usage is defined as the actual water consumption for the months of December, January, February and March. For the months April through November, residential sewer usage is equal to the average water usage for the four (4) preceding winter months of December, January, February and March or the actual water consumption whichever is less.
7. S&ID 48's monthly sewer billing from OMAHA shall consist of:
  - A) One hand-billing charge of \$5 per month
  - B) The Bulk II customer charge times the number of accounts on S&ID sewer/water records receiving sewer service from OMAHA
  - C) The retail flowcharge times the total sewer usage of all properties shaded in Exhibit A-1987
  - D) An abnormal charge for discharge of wastewater greater than domestic waste strength, currently 240 mg/l Biochemical Oxygen Demand, 300 mg/l Suspended Solids, and/or 100 mg/l Grease

All charges and definitions of words or phrases, unless specified, are those established by the Omaha Municipal Code Chapter 31, Article IV or as it is from time to time amended.

8. S&ID 48 will utilize an equitable cost recovery system as required by State and Federal laws and regulations.



9. As provided by Nebraska law (R.R.S. § 14-365.09), this agreement will, unless extended as provided below, terminate ten (10) years after its effective date. This agreement may be extended by written amendment. OMAHA acknowledges its sewage treatment system is a public utility available without discrimination to members of specified classes. Termination of sewage treatment will not be made without the approval of the appropriate state or federal agencies having jurisdiction over wastewater pollution and treatment. Termination of sewage treatment service will not be made before ninety (90) days following written notice of such termination. It is acknowledged that during said period, if negotiations produce no new agreement, the parties, or any one of them, may file an action in any court having jurisdiction over the matter to provide equitable relief concerning the issue of continued sewage treatment and the conditions and charges appropriate thereto. Nothing in this paragraph will be construed as a limitation on the authority of the governing body of OMAHA to set reasonable rules and regulations concerning sewage service and the appropriate rates pertaining thereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by the proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED BY S&ID 48 this 22 day of June, 1987.

ATTEST:

SANITARY AND IMPROVEMENT DISTRICT NO. 48  
OF SARPY COUNTY, NEBRASKA

Ray Sapp  
Clerk

Dean Sapp  
Chairman

EXECUTED BY OMAHA this 23rd day of July, 1987.

ATTEST:

CITY OF OMAHA:

Mary Yallogan Brown  
City Clerk

Bernie Sumner 7/23/87  
Mayor

RECOMMENDED:

APPROVED AS TO FORM:

James H. Latta  
Public Works Director

Robert J. Hornum  
Assistant City Attorney



CITY OF OMAHA  
WASTEWATER SERVICE AGREEMENT  
GENERAL PROVISIONS

OCTOBER 1, 1985

SECTION I  
THREE CLASSES OF USERS

Wastewater collection and treatment services described herein shall be offered by the City of Omaha, hereinafter, referred to as the "City" to three classes of users. These classes are (1) Municipalities, (2) Sanitary and Improvement Districts, and (3) Service Users, which shall consist of all users approved by the City of Omaha, except Municipalities and Sanitary and Improvement Districts. Hereinafter, such users will be referred to as the "Contributing System," unless the provisions are not applicable to all classes.

Such service will be offered by the City of Omaha to Municipalities, Sanitary and Improvement Districts and the Sewer Service Users within or adjacent to areas served by existing and proposed facilities of the Wastewater Treatment Systems of the City and shall include receiving, transporting, treating and disposing of wastewater or sewage from the wastewater or Sanitary Sewage Systems of Municipalities, Sanitary and Improvement Districts and Service Users in accordance with the terms and conditions of these General Provisions and any Special Provisions in this Agreement.

SECTION II  
CONTRIBUTING SYSTEM

The Contributing System shall be considered to be that portion of the wastewater and treatment facilities within the Municipality or Sanitary and Improvement District or Service Users which flow to the point(s) of connection to the City of Omaha's interceptor system.

SECTION III  
CONTRIBUTING SYSTEM-OWNED FACILITIES

Contributing System-owned facilities shall be those facilities owned and operated by the Contributing System including future additions and improvements thereto, and those facilities constructed by the Contributing System in order to effect the interconnection with the Wastewater System of the City of Omaha.

The Contributing System shall retain the responsibility for construction, operation, maintenance and ownership of facilities comprising the contributing system and future additions thereto and shall retain all contractual and managerial obligations associated with such Contributing System-owned facilities.

SECTION IV  
CONNECTION APPROVAL

The Contributing System shall not make its connection to the system of the City until it is authorized in writing by the City Public Works Director or his designee.

SECTION V  
POINT OF CONNECTION

Subject to the conditions and provisions hereinafter specified, the Contributing System may connect its Wastewater System to the Wastewater System of the City of Omaha only in such manner of such materials and at such place as shown on Exhibit "A" hereof, which must receive the approval of the City of Omaha prior to such connection, attached hereto and made a part hereof. Should a change of the point or points of connection be required by the City of Omaha because of a change in the quality or quantity of flow from the Contributing System, or should the Contributing System request additional points of connection at some future date, such change(s) or additional connection(s) shall be made at the expenditure of the Contributing System and as directed by the Public Works Department of the City of Omaha. Any changes in such points necessitated by any changes in flow from the City shall be at the cost of the City.

SECTION VI  
ADDITIONAL CONNECTIONS

Service Users shall not allow any other part to connect to such user's system without the written approval of the City of Omaha. Sanitary and Improvement Districts shall not allow any sewer lines or sewers outside their boundaries as existing on the date of this Agreement to be connected directly or indirectly to their Wastewater Systems without the written approval of the City of Omaha.

Certification shall be given to the City from the consultant or design engineer of the Contributing System that the addition of the additional connections will not overload or exceed design capacity of those sewers being connected to.

Municipalities shall not allow any sewer lines or sewers outside of the Papillion Creek Watershed to be connected directly or indirectly to their Wastewater Systems without the written approval of the City of Omaha.

If and when Omaha determines that the then existing flow to the Papillion Creek Treatment Plant plus potential flow from all subdivisions then connected to the Papillion Creek Sewer System or for which final plats have been approved by their respective jurisdiction and which are planned for connection to the Papillion Creek Sewer System equals or exceeds the capacity at that time of the Papillion Creek Treatment Plant, Omaha will give notice to all Municipalities connected to the Papillion Creek System. From that time forward, neither Omaha nor any other Municipality will approve any additional



final plats within their respective zoning jurisdictions and Omaha will not make any additional wastewater service agreements or amend existing agreements to serve additional lots until the capacity of the Papillion Creek Wastewater Treatment Plant is increased. The City of Omaha will include this provision in all wastewater service agreements made between Omaha and other municipalities after the date of this Agreement.

SECTION VII  
OMAHA'S RIGHT TO CONNECT

It is agreed that the City of Omaha shall have the right to connect any City sewers or those within its zoning jurisdiction to any Contributing System without cost to such Contributing System to provide an outlet for such City Sewers, if necessary, provided, however, that the system to which such connections are made has sufficient reserve capacity to carry the combined load if such combined load becomes necessary.

SECTION VIII  
DISCONNECTIONS

The City shall have the right to make any disconnections and recover the expenses thereof from the Contributing System should the Contributing System neglect or refuse to disconnect or fail to negotiate a new contract at the end of the period of this Agreement. Any Contributing System which ceases to use any wastewater system connected to the system of the City shall disconnect the same at its expense or failing that, the City of Omaha may disconnect the same at the expense of the Contributing System.

SECTION IX  
CONTRIBUTING SYSTEM CONTROL OF CONNECTIONS

Sewer connections with the Contributing System which are Municipalities or Sanitary and Improvement Districts shall be under the control of the Contributing System. Current records will be maintained by the Contributing System and made available to the City upon request by the Director of the Public Works Department of the City of Omaha. New connections shall be limited to wastewater only and the number of connections authorized within the Contributing System shall be the sole responsibility of the Contributing System and its duly authorized representatives.

SECTION X  
NEW STORM CONNECTIONS PROHIBITED

After the beginning of service under this Agreement, the Contributing System shall not make or permit to be made any connections which will contribute directly or indirectly into the City Wastewater System, the storm water run-off from surface drains, ditches, streams, storm sewers, roof, areaway or foundation drains.

SECTION XI  
EXISTING STORM CONNECTIONS

As to storm water connections of the type described above which existed in the Contributing System prior to the beginning of service from the Omaha System,

the Contributing System shall work as vigorously as possible within the technical and financial capabilities of the Contributing system to eliminate all of its storm water connections. The infiltration of ground water in all sewers constructed in the Contributing System after the date of the execution of this Agreement shall not exceed 200 gallons per inch diameter per mile in 24 hours.

To comply with regulatory requirements, all Contributing Systems having either acceptable or unacceptable waste in the effluent must file with the City of Omaha at least once each year during May, June or September a report on the flow of the wastewater. Essentially this requirement is to meet the obligations of the NPDES permit regarding elimination of extraneous water. The Contributing System may engage the services of any independent testing laboratory for this service. Costs incurred with this are at the expense of the Contributing System.

#### SECTION XII DESIGN REVIEW

The City of Omaha has the right to review the designs, specifications and criteria for additions or modifications to any portion of the Contributing System connected directly or indirectly to the Omaha Sewer System prior to the work being so connected to the Omaha System.

#### SYSTEM XIII CHARGES

As full compensation for the receiving, transporting, and treating of the sewage from the Contributing System, the Contributing System agrees to pay the City as follows: Municipalities and those Sanitary and Improvement Districts are not connected to MUD shall pay a sum equivalent to the sewer service charges or use fees from time to time charged to users as provided by Article IV, of the Omaha Municipal Code, and any amendments thereto, for the use of the City's Sewer System; specifically, the appropriate flow charge, abnormal charge and customer charge per month based on the flow volume for each connection point to the City's Wastewater System. Payments for wastewater service shall be made within thirty (30) days following receipt of invoice and shall thereafter be delinquent. Delinquent balances shall bear interest at a rate equal to the average rate earned by the City of Omaha from its short term investments during the three months preceding the delinquency. Such Municipality or Sanitary and Improvement District must collect from all contributors within its boundaries or those connected to its system on a fair and equitable cost recovery basis, subject to the approval of the Nebraska Department of Environmental Control. All users within Sanitary and Improvement Districts party to this Agreement connected to the City's System and served by the Water Service of the Metropolitan Utilities District shall pay the rates provided for in Chapter 31 of the Omaha Municipal Code (O.M.C.) according to the provisions therein and the metered water usage.

SECTION XIV  
USE OF PUBLIC AREAS

It is agreed and understood that there shall be no payment by the City for the use of any streets, alleys, avenues, or public property, if any, in the Contributing System for sewer lines or appurtenances construed therein for the benefit of the City, provided the City shall, at its expense, repair and replace any pavement damaged during such construction and shall likewise pay the cost of any necessary utility relocations.

SECTION XV  
FLOW RECORDERS AND SAMPLING DEVICES

When deemed necessary by the City Public Works Director to facilitate a fair and equitable charge being billed by the City of Omaha, the Contributing System agrees to install at its expense sampling manholes approved by the City of Omaha, as provided in the City of Omaha Wastewater Ordinances at point(s) designated by the City of Omaha. The city will provide monitoring services as per Section 31-75 O.M.C.; however, all maintenance required on the containing structures and manholes shall be at the expense of the Contributing System.

SECTION XVI  
REPORTING NEW INDUSTRIES

It shall be the responsibility of the person or department authorized to issue building permits within the jurisdictional limits of Contributing System Municipalities to notify the City of Omaha Public Works Director of any new industries locating within such jurisdictional limits as soon as such location is known to such person or department.

SECTION XVII  
INDUSTRIAL MONITORING AND REPORTING

To comply with regulatory requirements, all industries classified as existing or new source by the United States Environmental Protection Agency, having either acceptable or unacceptable wastes in their effluent, must file with the appropriate City and the City of Omaha at least once each year a sampling report and analysis in accordance with City of Omaha Ordinance, rules and regulations of the flow strength characteristics of their plant effluent wastewater in terms of BOD, suspended solids, grease, and PH and any other parameter required by the United States Environmental Protection Agency or the Nebraska Department of Environmental Control in monitoring sewage influent and effluent from publicly-owned treatment plants, according to the NPDES permit.

Industries required to pretreat their waste effluent must file a similar report with the Director of the City of Omaha Public Works Department or his designee every June and January. Sampling and analysis may be done by the appropriate Contributing System and/or by the City of Omaha and by any City of Omaha approved laboratory according to Section 31-74 O.M.C. From time to time the City of Omaha may require 24 hours flow proportion composite samples to be split and given to the City of Omaha Public Works Department

Director or designee for verification. Such samples shall be representative of a normal average production day. Any additional costs for obtaining the additional samples or testing shall be paid for by the industry involved.

SECTION XVIII  
SAMPLING AND TESTING COSTS

Except as expressly provided in this contract, the City of Omaha has no obligation to make payments to any party for such sampling and testing costs.

SECTION XIX  
INSPECTION AND TESTING

The Contributing System shall, with respect to property owned by it or under its control, allow the City of Omaha Public Works Department Director or designees and such personnel from the State or Federal agencies, upon presentation of proper credentials:

1. To enter premises where an effluent source is located or in which any records are required to be kept under the terms of this Agreement.
2. At reasonable times to have access to or copy any records required by this Agreement or State or Federal laws or regulations to be kept by the Contributing System.
3. To inspect and repair or adjust any monitoring equipment or monitoring method required in this Agreement.
4. To sample any discharge point for pollutants.

Contributing System Municipalities shall, when requested under reasonable circumstances, assist City personnel in making such investigation and inquiry of the property of users within the boundaries or jurisdiction of such Contributing System Municipalities.

SECTION XX  
REPORTS

Service Users, party to this Agreement, shall make all reports required by City Ordinance, rules or regulations directly to the City of Omaha.

Municipalities and Sanitary and Improvement Districts, party to this Agreement, shall require within their boundaries or jurisdiction that all such reports be made to them and shall cause copies of all such reports to be sent to the City of Omaha Public Works Director.

SECTION XXI  
LAWS AND REGULATIONS

The Contributing System agrees to conform with and enforces all Minimum Standards, Ordinances, rules, regulations and requirements of the City of



Omaha and all applicable State and Federal laws, rules and regulations concerning: (1) Industrial Cost Recovery for industries within or connected to the Contributing System, and (2) Wastewater discharges, including limitations and prohibitions, monitoring, and reporting within the Contributing System.

Wastewater emptied into the City Wastewater System from the Contributing System shall be in conformity with Chapter 31, Article III of the Omaha Municipal Code and current regulations pertaining to sewers or sewage within the City and/or in accordance with all State and Federal laws, rules and regulations, whichever is the most restrictive. Wastewater not in conformity with such rules and regulations shall not be permitted to flow through the sewers of the Contributing System into the Omaha Sewage System.

SECTION XXII  
AMENDMENTS - FEDERAL AND STATE REGULATIONS

The Contributing System agrees to abide by any changes in this Agreement made necessary by revisions or additions to State or Federal regulations.

SECTION XXIII  
APPORTIONMENT OF FINES

Any fines or penalties imposed upon the City by any Federal or State agency or any court of competent jurisdiction shall be paid by the Contributing System or Systems, if any, to which the effluent or other act causing such fine or penalty can be traced. Such payment shall be apportioned to the Contributing Systems, including the City, according to their contribution to the cause of such fine or penalty.

SECTION XXIV  
CHANGE IN OWNERSHIP

In the event of any change in the control or ownership of a facility of a Service User from which authorized discharges are emitted, the permittee user shall notify the succeeding owner or controller of the existence of this Agreement and the permit by means of a letter, a copy of which shall be forwarded to the City. This Agreement is not assignable from or to Service Users.

SECTION XXV  
HAZARDOUS WASTES

It is agreed and understood that the parties to this Agreement are, or may be subject under Section 311 of the Water Pollution Control Act, as it applies to oil and hazardous wastes, and to any applicable State Law or Legislation, under the authority preserved by Section 510 of the Water Pollution Control Act.



SECTION XXVI  
INTERRUPTION OF SERVICE

In the event of a stoppage of the City's Wastewater System or in the event of an interruption of service by the City, it is understood and agreed that the City, its officers, employees and agents, in the absence of gross negligence, shall be absolutely free of any liability to the Contributing System, or any owners or lessees of the property or premises within or served by the Contributing System.

SECTION XXVII  
SERVICE WITHIN THE ZONING JURISDICTION OF A MUNICIPALITY

The City of Omaha will not enter into an Agreement to provide wastewater collection or treatment service to any sanitary and improvement district or other contributing system located partly or wholly within the zoning jurisdiction of a municipality, party to this Agreement, until the plans for the proposed connection have been reviewed by such municipality.

SECTION XXVIII  
DURATION OF AGREEMENT

The term of this Agreement shall be for a period of ten (10) years beginning on the date of the execution hereof. If the Contributing System is desirous to continue to have its wastewater received and treated by the City of Omaha, the Contributing System will notify the City of Omaha within six (6) months of the termination date of this Agreement whereupon the parties will make reasonable efforts to negotiate a new Agreement for such service by the City of Omaha.

SECTION XXIX  
NON-DISCRIMINATION

The Contributing System shall not, in the performance of this Agreement, discriminate or permit discrimination against any person because of race, sex, age, or political or religious opinions or affiliations in violation of State laws or local ordinances.

SECTION XXX  
SOLICITATION

The Contributing System does hereby state, warrant, and covenant that it has not retained or employed any company or person, other than bona fide employees of the Contributing System, to solicit or secure this contract, and it has not paid or agreed to pay any company or person, other than a bona fide employee of the Contributing System, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this statement, warrant, and covenant, the City of Omaha shall have the right to annul this Agreement without liability.

SECTION XXXI  
SEVERABILITY

If any portion or portions of this Agreement is or are declared illegal or invalid, all other portions shall, to the maximum extent possible, remain in full force and effect.

SECTION XXXII  
TITLES

The titles used in these General Provisions are for convenience only and shall not be used in interpreting these General Provisions.

SECTION XXXIII  
STRICT COMPLIANCE

All provisions of this contract and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from authorized representative.



# S.&I.D. #48 SARPY COUNTY, NEBRASKA LAKEVIEW SOUTH

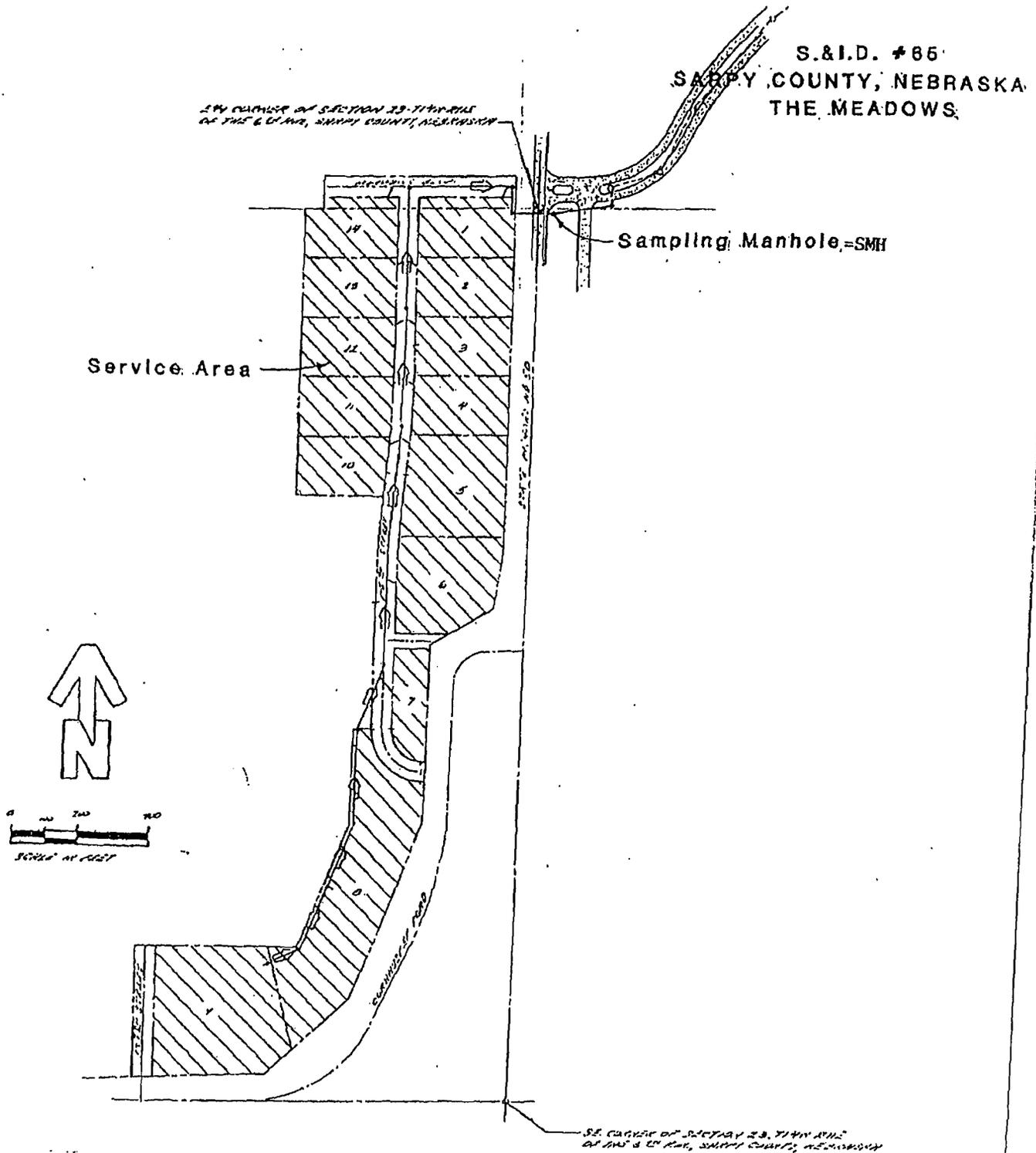


EXHIBIT A-1987



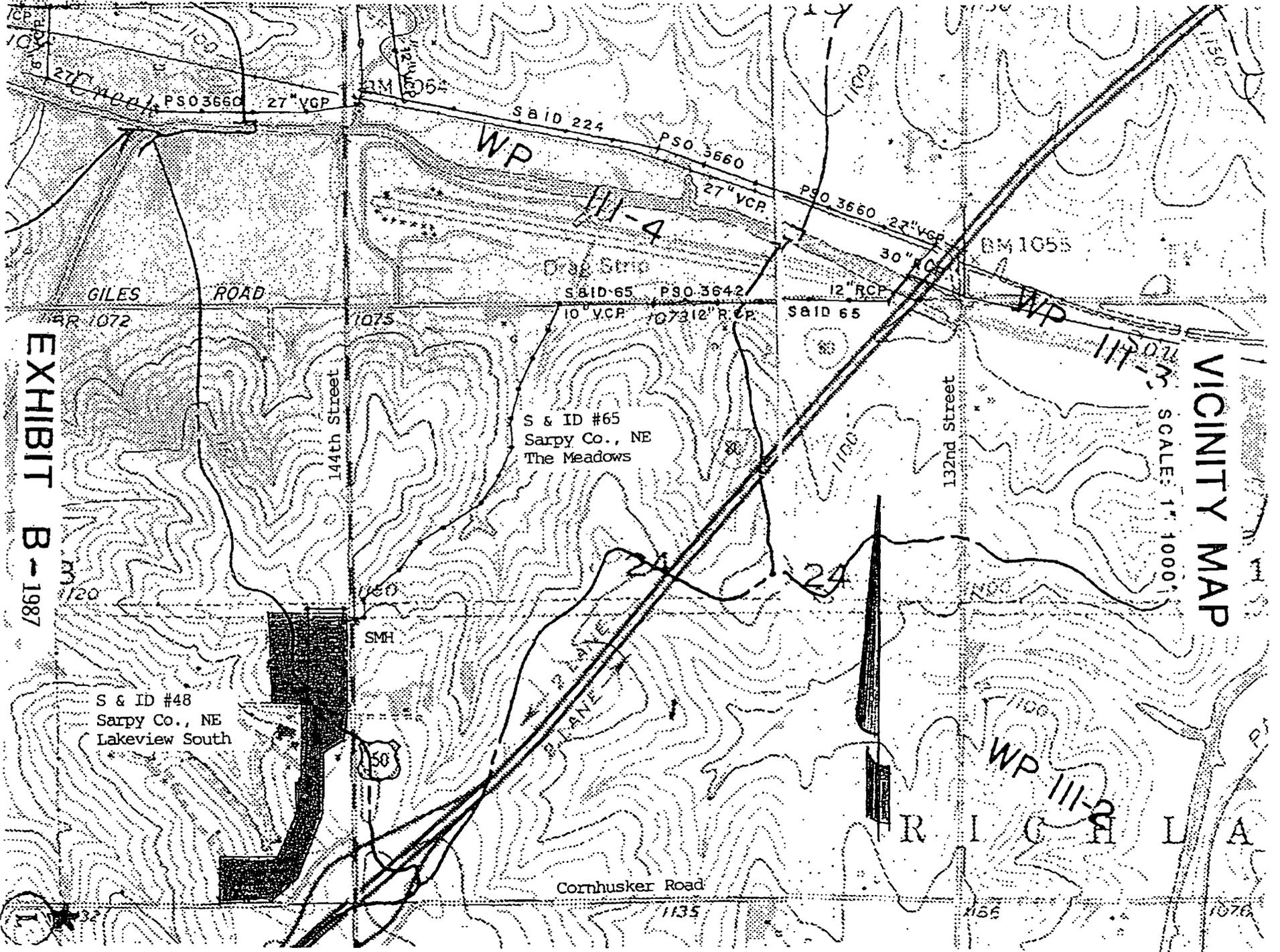


EXHIBIT B-1987

VICINITY MAP  
SCALE: 1" = 1000'

S & ID #65  
Sarpy Co., NE  
The Meadows

S & ID #48  
Sarpy Co., NE  
Lakeview South

Cornhusker Road

R I G H T A

Attachment 1

SEWER CONNECTION AGREEMENT

THIS AGREEMENT made and entered into this 22 day of July, 1987, by and between SANITARY AND IMPROVEMENT DISTRICT NO. 48 OF SARPY COUNTY, NEBRASKA (herein called "District #48") and SANITARY AND IMPROVEMENT DISTRICT NO. 65 OF SARPY COUNTY, NEBRASKA (herein called "District #65").

W I T N E S S E T H :

WHEREAS, District #48 embraces a subdivision known as "Lakeview South" in Sarpy County, Nebraska, and desires to connect its sanitary sewer system to the District #65 outfall sanitary sewer system at locations more particularly hereinafter described; and

WHEREAS, District #48 proposes to provide service to 76.825 equivalent units within its District through its sanitary sewer system; which units are comprised of 21.95 acres of commercial zoned property. An equivalent unit is described as a single-family dwelling unit. Commercial property is computed at 3.5 equivalent units per acre; and

WHEREAS, District #65 embraces a subdivision known as "The Meadows" in Sarpy County, Nebraska, and has constructed an outfall sanitary sewer.

NOW, THEREFORE, in consideration of the foregoing preambles which are incorporated herein by this reference, and in consideration of the mutual covenants of the parties, it is hereby agreed as follows:

1) District #65 hereby grants to District #48 the perpetual license, easement and right to make connections to the outfall sanitary sewer owned by District #65 at locations more particularly set forth on the plat which is attached hereto and made a part hereof by reference, and to transmit sanitary sewage from a maximum number of equivalent units as set forth above in District #48 through the outfall sanitary sewer of District #65 and ultimately into the sanitary sewer system of the City of Omaha.

2) District #48 shall make said connection to the District #65 outfall sanitary sewer at the sole expense of District #48, but the plans and specifications for said connections shall, before such connections are made, be approved by the engineers for District #65, and such connections shall be subject to inspection by said engineers for District #65. District #65 shall be solely responsible for the maintenance and repair of its outfall sanitary sewer system and all appurtenances thereto, except that District #48 shall be responsible for the repair of said outfall sanitary sewer



system to the extent that such repairs are made necessary as the result of construction of improvements made by District #48 over or along said outfall sanitary sewer system. District #48 shall be solely responsible for the maintenance and repair of its entire sanitary sewer system, including its said outfall sanitary sewer system, and all appurtenances thereto. District #48 represents and warrants that only sanitary sewage shall be emptied into its said outfall sanitary sewer system, and no surface or storm waters or water from air conditioning units shall enter said system and that District #48 will comply with all of the rules and regulations of the City of Omaha relative to sanitary sewage emptied into the City's sewer system.

3) District #48 shall pay to District #65 for said perpetual sewer connection license and right the total sewer connection fee of Twenty-Three Thousand Forty-Seven and 50/100 (\$23,047.50) Dollars for the connection of the aforesaid 76.825 equivalent units, payable in full within thirty (30) days from the date of execution of this agreement by District #48 and District #65 and prior to the beginning of any construction for the purpose of making said connections. District #48 represents and covenants that said sewer connection fee in the sum of Twenty-Three Thousand Forty-Seven and 50/100 (\$23,047.50) Dollars shall be paid by issuance and delivery of valid warrants drawn on the Construction Fund Account of District #48 payable to the order of District #65 and redeemable in cash at par by the District's fiscal agent within thirty (30) days following issuance of the warrants.

4) District #48 shall not allow the use of its sanitary sewer system, to the extent that said sanitary sewer system connects in or through the outfall sewer system of District #65 for additional connections in excess of the 76.825 equivalent units referred to above without first negotiating and paying to District #65 a sewer connection fee for said additional connections, nor will District #48 contract with nor grant to any legal entity, a right or license to make any connection to its sanitary sewer system without such other legal entity having first negotiated a sewer connection agreement with District #65.

5) District #48 shall, concurrently with the construction of said outfall sanitary sewer, seek and obtain from the City of Omaha the sewer connection agreement required for District #48 to empty sanitary sewage into the City of Omaha sewage system, and when so obtained, will furnish a signed copy thereof to District #65.

6) District #48 covenants and warrants that all work associated with the outfall sanitary sewer of District #65 and all lines connecting thereto shall be constructed in accordance with the City of Omaha standard specifications for street and sewer construction. ~~District #48 further agrees that the~~



~~existing outfall sewer of District #65 will be television inspected upon completion of the work performed by District #48 in making a videotape of said inspection shall be submitted to the City of Omaha Public Works Department along with the report for the lines constructed in District #48.~~

7) Within thirty (30) days from the date of execution of this agreement by both District #48 and District #65, each District shall furnish to the other District proof that the execution of this agreement by the Chairman and Clerk of the Board of Trustees of each District has been duly approved, ratified and confirmed by each of the said Board of Trustees, by the adoption of resolutions in the manner and in full accordance with the provisions of the governing statutes of the State of Nebraska, failing in which this agreement shall henceforth be null and void.

8) This contract, upon due compliance with the terms herein for the execution thereof, shall run perpetually and shall bind the successors and assigns of the parties hereto, unless thereafter terminated by mutual agreement.

EXECUTED on the 21 day of Nov, 1987,  
by District #48.

SANITARY AND IMPROVEMENT DISTRICT  
NO. 48 OF SARPY COUNTY, NEBRASKA

By: H. W. Sapp  
Chairman

ATTEST:

Ray Sapp  
Clerk

EXECUTED on the 31<sup>st</sup> day of Nov, 1987, by  
District #65.

SANITARY AND IMPROVEMENT DISTRICT  
NO. 65 OF SARPY COUNTY, NEBRASKA

By: Stephan Reck  
Chairman

ATTEST:

Lisa Zimmerman  
Clerk



1

# CITY OF OMAHA

## LEGISLATIVE CHAMBER

Omaha, Nebr..... July 21, 1987

RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

WHEREAS, Sanitary and Improvement District 48 of Sarpy County identified as Lakeview South located Northwest of 144th Street and Cornhusker Road is desirous of obtaining wastewater treatment service from the City of Omaha, Papillion Creek Wastewater Treatment Plant for a 14 lot addition in the Sanitary and Improvement District; and,

WHEREAS, Sanitary and Improvement District 48 and the City of Omaha Public Works Department have agreed to terms to permit a connection to the Omaha sewer system and to provide wastewater treatment service as detailed in the attached agreement, which by this reference is made a part hereof.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

THAT, the Agreement between the City of Omaha and Sanitary and Improvement District 48 of Sarpy County identified as Lakeview South, located Northwest of 144th Street and Cornhusker Road, recommended by the Mayor, which detailed the terms and conditions under which Omaha will provide wastewater treatment service for a 14 lot addition to the Sanitary and Improvement District is approved.

APPROVED AS TO FORM:

*[Signature]*  
ASSISTANT CITY ATTORNEY

7104v

By *Fred Conley*.....  
Council member

Adopted JUL 21 1987 *7-0*.....  
*Mary Yallop*.....  
City Clerk

Approved *Bernie Semin*.....  
Mayor *7/23/87*



✓  
NO. 1535

Resolution by .....

Resolution that, the Agreement between the City of Omaha and Sanitary and Improvement District 48 of Sarpy County identified as Lakeview South, located Northwest of 144th Street and Cornhusker Road, recommended by the Mayor, which detailed the terms and conditions under which Omaha will provide wastewater treatment service for a 14 lot addition to the Sanitary and Improvement District is approved.

7104v

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Presented to City Council

JUL 21 1987 19.....

Adopted 7-0

*Marij Galligan Cornette*

City Clerk

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 1<sup>st</sup> Amendment to the Interlocal Cooperation Agreement with Sarpy County for the Baseball Stadium Outfall is hereby approved.

PASSED AND APPROVED THIS 11<sup>th</sup> DAY OF April, 2013.

CITY OF PAPILLION, NEBRASKA

  
\_\_\_\_\_  
David P. Black, Mayor

Attest:

  
\_\_\_\_\_  
Elizabeth Butler, City Clerk

(SEAL)



FIRST AMENDMENT TO  
INTERLOCAL COOPERATION AGREEMENT

THIS FIRST AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT, made this 17<sup>th</sup> day of April 2013 by and between the COUNTY OF SARPY, NEBRASKA ("County") and the CITY OF PAPILLION, 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 132<sup>nd</sup> 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 132<sup>nd</sup> 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 16<sup>th</sup> day of April, 2013.

ATTEST:

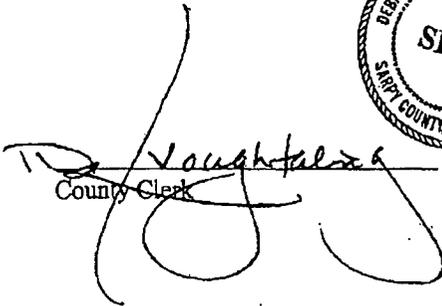
  
Elizabeth Butler, City Clerk



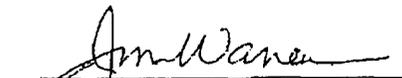
  
David P. Black, Mayor

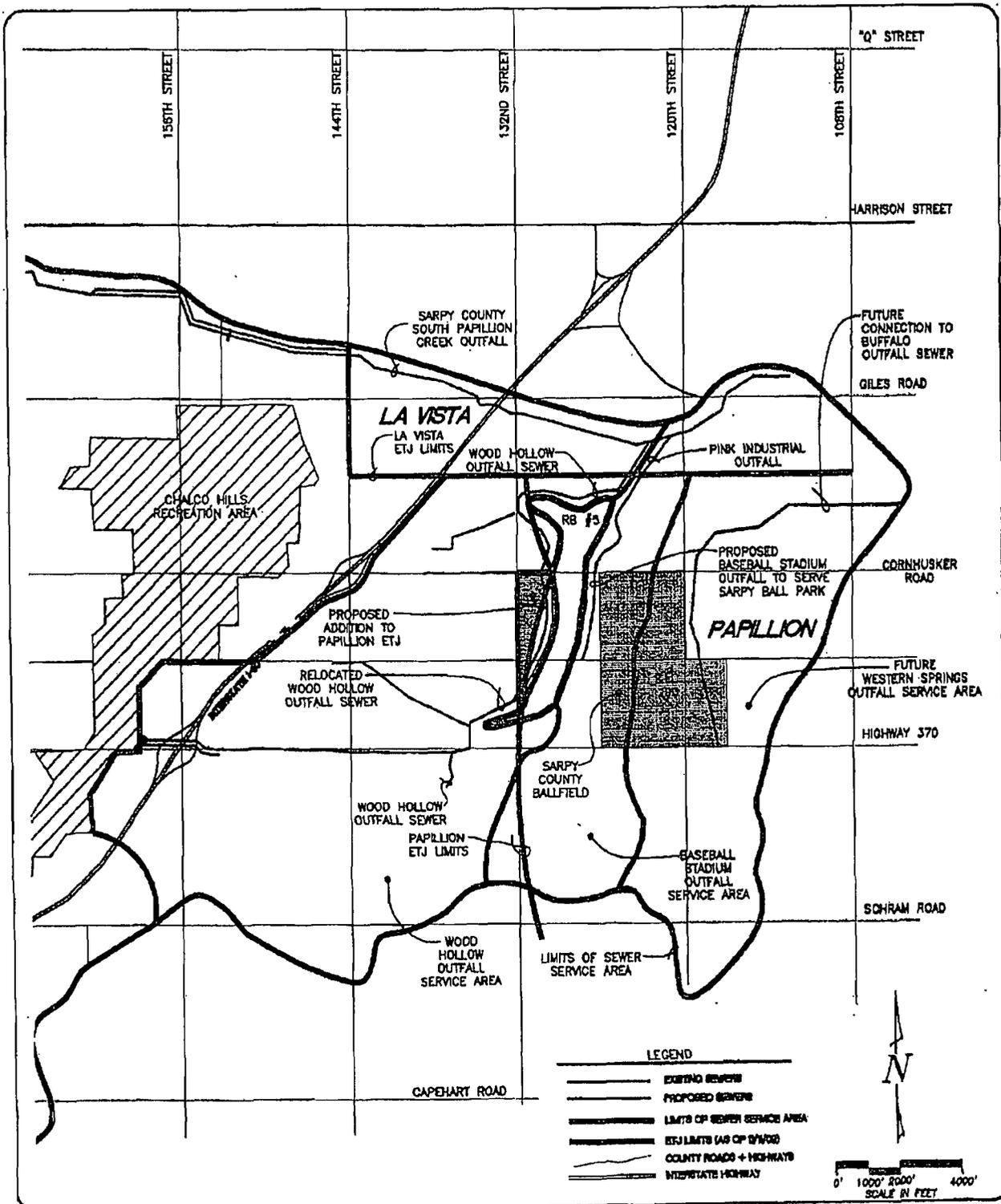
EXECUTED BY SARPY COUNTY this 19<sup>th</sup> day of March, 2013.

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
Revisions	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				10/01/2008 (00/09) Balance	50-0140-4570		.00
09/30/2010	JE	583	Correct posting of Register of Deeds		280.00		
09/02/2010	JE	588	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		28,997.94	.00 *	433,470.16
					09/30/2010 (14/10) Period Totals and Balance	28,997.94 *	433,470.16
10/31/2010	JE	57	move to 4570		70,179.63	.00 *	70,179.63
					10/31/2010 (10/10) Period Totals and Balance	70,179.63 *	70,179.63
10/25/2010	AP	888 1845	Thompson Dreessen & Domer		6,762.81	.00 *	76,942.44
					11/30/2010 (11/10) Period Totals and Balance	6,762.81 *	76,942.44
03/31/2011	JE	258	correct posting of w/s ballfield		98,788.95	.00 *	175,729.39
					03/31/2011 (03/11) Period Totals and Balance	98,788.95 *	175,729.39
09/30/2011	JE	337	move ballfield expenses to 4570		1,376.28	.00 *	177,105.67
					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	.00 *	160,107.73
03/31/2012	JE	261	correct posting of TD2		18.75	.00 *	18.75
					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)		

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

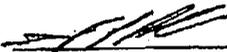
**WHEREAS**, the Parties desire to replace those provisions and/or exhibits in the Agreement referencing the area of jurisdiction to be ceded to Papillion and the proposed cost of the Outfall Sewer Project with such provisions and/or exhibits that illustrate the area of jurisdiction actually ceded to 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 1<sup>st</sup> Amendment to the Interlocal Cooperation Agreement with Sarpy County for the Baseball Stadium Outfall is hereby approved.

PASSED AND APPROVED THIS 11<sup>th</sup> DAY OF April, 2013.

CITY OF PAPIILLION, NEBRASKA

  
David P. Black, Mayor

Attest:

  
Elizabeth Butler, City Clerk

(SEAL)



**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,

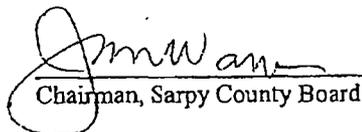
WHEREAS, the Parties to said Agreement wish to modify certain provision to address changes regarding zoning jurisdiction, to reflect the actual costs of construction and to clarify certain provisions of said Agreement.

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.

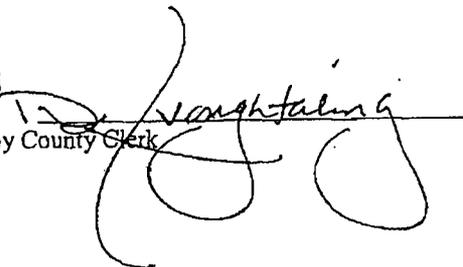
BE IT FURTHER RESOLVED that the Chairman and Clerk are hereby authorized to sign said Interlocal Agreement on behalf of Sarpy County, and to take such other action as may be necessary to consummate the transaction contemplated by said agreement.

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 19<sup>th</sup> day of February, 2013.

March

  
Chairman, Sarpy County Board



  
Sarpy County Clerk



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 3<sup>rd</sup> Street  
Papillion, NE 68046

*Enclosed  
Thank You  
Deb*

Enclosure

## INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT, entered into this 2<sup>nd</sup> day of March, 2010 by and between the COUNTY OF SARPY, NEBRASKA (herein "County") and the CITY OF PAPILLION, 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 or 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 132<sup>nd</sup> 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:

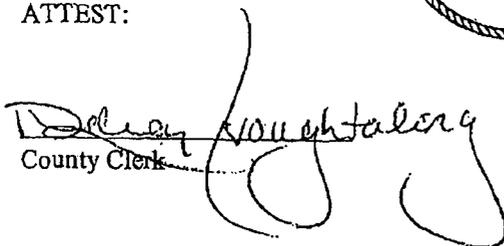
  
City Clerk



CITY OF PAPILLION, NEBRASKA

  
Mayor

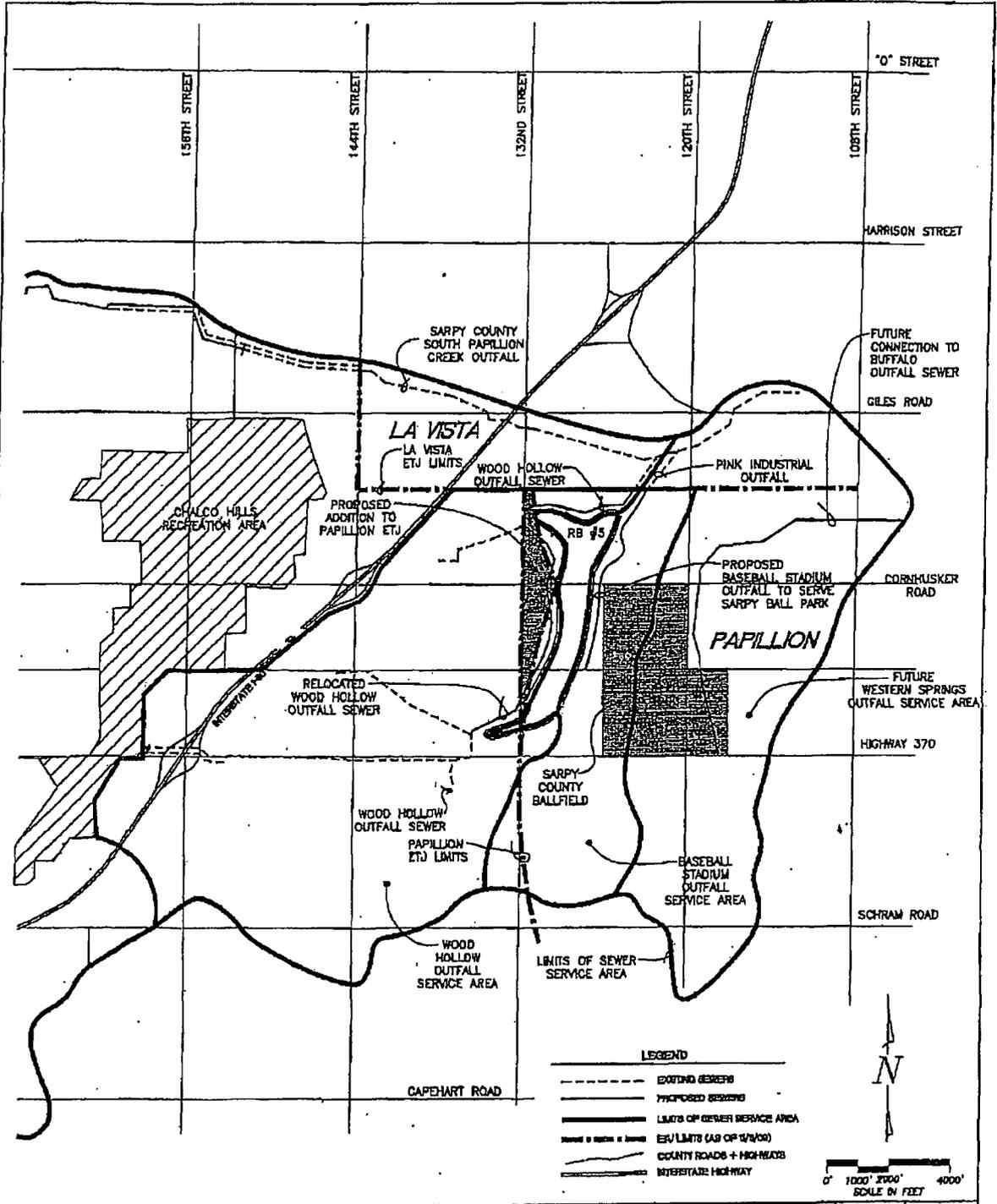
ATTEST:

  
County Clerk

COUNTY OF SARPY, NEBRASKA

  
Chairman of Board of Commissioners

Exhibit a



 <b>THOMPSON, DREESSEN &amp; DORNER, INC.</b> Consulting Engineers & Land Surveyors 1920 OLD MILL ROAD - OMAHA, NEBRASKA 68105 <small>PHONE: 402.333.2222 FAX: 402.333.2222 EMAIL: TD@TD&amp;D.COM</small>	<b>SEWER AGREEMENT EXHIBIT</b> <b>SOUTH PAPILLION CREEK SEWER SYSTEMS</b>		scale: AS SHOWN date: 11-8-09 drawn by: ASB checked by: ADB revisor: 11-11-09
	SARPY COUNTY NEBRASKA	CITY OF PAPILLION, NEBRASKA	
JOB NO: 181-545 181546 SEWER AGREEMENT EXHIBIT 11-8-09.dwg			

Exhibit "B"

The parcel legally described as:

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

Exhibit C



**2** 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

Robert E. Dreesen, P.E.  
Ka "Kip" P. Squire III, P.E., S.E.  
Douglas S. Dreesen, P.E.  
Chris E. Dorner, L.S.  
Nelson J. Hymans, P.E.  
James D. Warner, L.S.  
Charles E. Riggs, P.E.  
John M. Kottmann, P.E.  
Arthur D. Beccard, P.E.  
Dean A. Jaeger, P.E.  
Richard M. Broyles, L.S.

David H. Neef, L.S.  
Ronald M. Koenig, L.S.  
Michael J. Smith, L.S.  
Troy J. Nissen, P.E., S.E.  
Douglas E. Kellner, P.E.  
Gary A. Norton, P.E.  
Brian L. Lodes, P.E. LEED AP  
Kurtis L. Rohn, P.E.  
Jeffrey L. Thompson, P.E.  
Daren A. Konda, P.E.  
Michael T. Caniglia, L.S.  
Jeremy T. Steenhoek, P.E.  
Joshua J. Storm, P.E.

RE: Baseball Stadium Outfall Sewer  
TD<sup>2</sup> File No. 181-545.12

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

Civil, Structural, Geotechnical, Environmental Engineering & Land Surveying  
10836 Old Mill Road Omaha, Nebraska 68154-2685 402-330-8860 Fax 402-330-5866 www.td2co.com

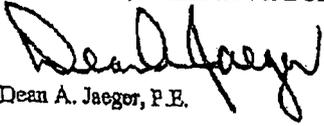
Mayor and City Council Members  
City of Papillion  
February 24, 2010  
Page 2

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

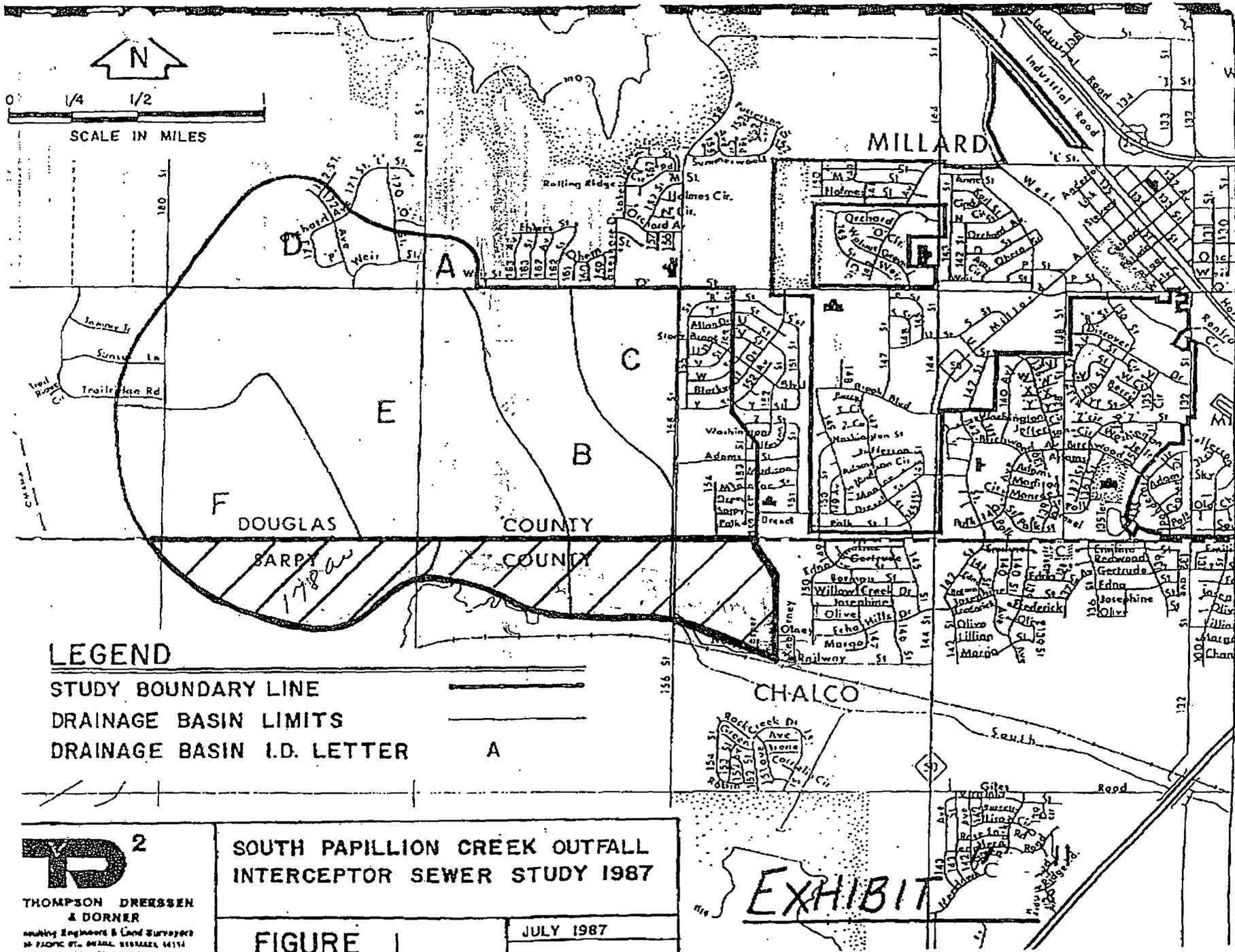
Total Estimated Construction Cost	\$809,900.00
Estimated Engineering Design Cost	\$56,700.00
Estimated Construction Observation, Survey, Testing, Legal, Etc (6%)	\$48,600.00
Estimated Easement Cost	\$38,900.00
Total Estimated Project Cost	<u>\$954,100.00</u>

Sincerely,

THOMPSON, DREESSEN & DORNER, INC.

  
Dean A. Jaeger, P.E.

DAJ/bam



APR-13-1994 09:18

CITY OF OMAHA PUD

Exhibit H-2013

402 444 5248 P.03

**LEGEND**

- STUDY BOUNDARY LINE
- DRAINAGE BASIN LIMITS
- DRAINAGE BASIN I.D. LETTER A

**TD<sup>2</sup>**  
**THOMPSON DRESSEN & DORNER**  
 Consulting Engineers & Land Surveyors  
 24 PACIFIC ST., DES MOINES, IOWA 50314  
 DESMOINES 572-1031 FAX 572-0000

**SOUTH PAPIILLION CREEK OUTFALL INTERCEPTOR SEWER STUDY 1987**

**FIGURE 1** JULY 1987

**EXHIBIT**