



# Southern Ridge Wastewater Treatment Study

*Goal: To define a framework for Sarpy County Regional Sewer Service*

## Executive Summary – Phase IB

To: Sarpy County

From: David Dechant, Leanne Zietlow, Joe Roberts, Tom Gould – HDR

CC: File

Project: Southern Sarpy County Wastewater Study – Phase IB

Subject: Executive Summary – Phase IB

Date: Wednesday, March 30, 2016

Revised:

HDR Job Number: 265771

This Executive Summary reviews the efforts completed during Phase 1B of the Southern Sarpy County Wastewater Treatment Study. It is organized as follows:

- Summary
- Background
- Regional System Refinement
- Regional System Alternatives
- Regional System Financial Assessment
- Governance
- No Action
- Next Steps

### Summary

Lack of sewer service is increasingly an impediment to development in southern Sarpy County. Preliminary planning for regional wastewater service was completed in 2006 and 2007, but never implemented. Sarpy County retained HDR to confirm key decisions and recommendations from previous studies, build upon them to refine the solution and develop a plan and framework for regional sewer service, recognizing from prior planning efforts that a regional approach is more economical.

Phase 1A of the Southern Sarpy County Wastewater Treatment Study (Regional Study) completed in July 2015 was a critical first step. It confirmed the potential to discharge high quality effluent from a southern Sarpy County regional wastewater treatment facility (WWTF) to the Platte River. It identified the associated environmental and regulatory considerations; including the process and timeline for permitting and approvals. Phase 1A also identified the Joint Powers Agency Act and the Interlocal Cooperation Act as two existing statutory schemes that Sarpy County, municipalities, and other public



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agencies may use to form a governing entity for wastewater treatment. Finally, it provided a summary of common themes/topics included in existing regional agreements from other communities.

Phase 1B of the Regional Study completed in March 2016 was a critical next step. The objective of Phase 1B was to evaluate and refine the regional system concept, evaluate alternatives, and assess the preliminary financial feasibility. Sarpy County led further discussion on a regional governance mechanism in a parallel effort.

Regional system refinement affirmed the technical concept and forecast future population growth in southern Sarpy County in coordination with other planning efforts. The growth forecast estimated an increase of over 85,000 residents over the 40-year study period (2015-2055). The number of major commercial and large industrial employees was estimated to nearly double in the same timeframe. The associated wastewater flow was estimated at 9.9 million gallons per day. Based on the forecasts, the regional wastewater concept was refined, including a system of interceptor sewers, pump stations, and interim satellite treatment facilities. Various wastewater treatment processes were explored, and cash flow requirements were identified.

The regional system alternatives effort defined and evaluated multiple regional wastewater treatment alternatives for southern Sarpy County. It resulted in the recommendation of a concept to construct a regional WWTF at the existing Springfield WWTF site. Relative cost effectiveness, non-monetary considerations, and stakeholder input provided the basis for this recommendation. It also provided a phased implementation plan and associated cash flow requirements for the recommended alternative.

The regional system financial assessment affirmed the preliminary financial feasibility of the recommended alternative, and identified the major considerations associated with funding. This preliminary assessment also included the identification of potential fatal flaws and provided possible alternative funding solutions.

Sarpy County initiated formal discussions with the stakeholder communities regarding the establishment of a regional governance entity. Through efforts of the stakeholder community and County legal staff, a draft agreement was circulated to the stakeholder communities. When completed, this Interlocal Cooperation Agreement intends to establish a Joint Public Agency for the construction and operation of a southern Sarpy County regional wastewater system. This agreement identifies its representative board, authority, and powers, among other related items.

The next steps for this project include investigating and garnering the community-wide support for this project; including political leaders, project advocates, and developer groups. Additionally, potential funding mechanisms need to be identified to support the initial financial assessment.



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## Background

The communities of Sarpy County, Nebraska have experienced explosive growth in recent years, specifically in areas where public water supplies and municipal sewerage systems are available. This growth has, and will continue, to create demand for water, wastewater, and other services. The ability to provide these services in Sarpy County has been dependent on where the growth is occurring due to a hydrologic ridgeline that divides Sarpy County. A northern portion drains to Papillion Creek and a southern portion drains to the Platte River.

Wastewater in northern Sarpy County is collected and conveyed through the Papillion Creek watershed to the City of Omaha's Papillion Creek Wastewater Treatment Plant (PCWWTP). At that facility, it is treated and discharged to the Missouri River.

In southern Sarpy County, providing wastewater services has been more challenging. Currently, the following wastewater treatment mechanisms are in place for areas south of the hydrologic ridgeline:

- Wastewater from the Gretna, Papillion, and Bellevue areas is collected and pumped over the ridgeline to the Papillion Creek watershed. There it is conveyed to the City of Omaha PCWWTP.
- Wastewater from the Nebraska Crossing Outlets (shopping mall) and related development in the southwest portion of the County is collected and conveyed to a package treatment plant east of the Nebraska Crossing Outlets where it is treated and discharged into an unnamed tributary of Buffalo Creek (and eventually to the Platte River).
- Treated wastewater from South Bend is presently discharged to Fountain Creek and subsequently the Platte River.
- Wastewater in the Springfield area is collected and conveyed through the Springfield Creek watershed to the Springfield Wastewater Treatment Facility (WWTF). There it is treated and discharged to Springfield Creek.
- Wastewater from single-family developments throughout rural Sarpy County is treated and infiltrated through septic systems.

Challenges to developing such a regional system also exist. For example, the ability to pump over the ridge is generally a less costly, short-term solution (on a case-by-case basis). Additionally, the traditional metro area model of targeting perimeter growth areas, sequentially extending interceptor sewers to those growth areas, and having developers follow suit, does not work in Sarpy County. Growth pressure is on the wrong end, the upstream end, and scattered across the watershed. The initial capital investment for a regional system to deliver flows for treatment at the south end of the watershed would be significant. Furthermore, Bellevue, Gretna, Papillion, and Springfield are all experiencing growth. It would be unlikely that they would circumvent growth to focus growth in one area initially and then sequentially in additional areas as needed.



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Another challenge to developing a regional system is that Sarpy County does not currently have the authority to provide domestic wastewater treatment. The Nebraska League of Municipalities opposed the County's prior efforts for legislative authority to provide residential wastewater treatment. Therefore, at the core of providing a long-term regional solution to the Sarpy County wastewater needs is the desire to establish some form of a regional authority or system. For any regionalization effort, key considerations include the administrative, legal, political, and financial framework that would define the governance of such a system. A foundation of regionalization is that it provides an overall benefit to the regional stakeholders.

HDR completed studies for Sarpy County in 2006 and 2007 that conceptualized development of a regional system that would ultimately collect and convey wastewater from south of the ridgeline to a 10-12 million gallon per day (mgd) regional WWTF that would discharge an average of 15 to 18 cubic feet per second (cfs) of treated effluent to the Platte River. The most likely location for the facility would be south of Springfield and within one mile of the Platte River. As the prior studies were completed, the economy turned downward and development pressure subsided. The regional wastewater system was not implemented.

Development pressure makes wastewater service in southern Sarpy County a priority again. Sarpy County requested that HDR develop this Southern Sarpy County Wastewater Treatment Study (Regional Study). The intent is to confirm key decisions and recommendations from the previous studies, build upon them to refine the solution and develop a plan and framework for regional sewer service: recognizing that such a regional approach is likely more economical.

Work to date was completed in two phases. The first phase, known as Phase IA, considered and reached the following conclusions.

- **Regulatory.** There are no major barriers to a National Pollution Discharge Elimination System (NPDES) permit for a regional WWTF in Southern Sarpy County with an effluent discharge to the Platte River.
- **Environmental.** Threatened and endangered species will be a consideration. Advanced levels of wastewater treatment will protect aquatic species, and facility siting will protect terrestrial species. Likewise, siting will avoid existing wellhead protection areas. Finally, wetlands impacts will be avoided through siting, or otherwise mitigated.
- **Governance.** Existing Nebraska legislation, either the Joint Powers Act or Interlocal Cooperation Act, provide the framework for creation and governance of a regional wastewater utility.

Phase IA also worked towards garnering support for a regional wastewater solution. Initial stakeholder meetings focused on establishing interest and understanding key issues associated with developing a regional alliance for wastewater service.



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The second phase, known as Phase 1B, included the following:

- Regional System Refinement
- Regional Alternatives
- Regional System Financial Feasibility

This Technical Memorandum summarizes the results of Phase 1B.

## **Regional System Refinement**

The Platte River Regional Wastewater System Refinement Technical Memorandum refined the prior concept for a regional wastewater system in southern Sarpy County discharging treated wastewater to the Platte River. It incorporates stakeholder input, includes growth and flow forecasts, identifies the necessary wastewater conveyance and treatment facilities, and proposes a phased implementation plan. The refined concept is referred to as the “Baseline Concept.”

As growth in Sarpy County continues to consume developable area north of the hydrologic ridgeline, growth pressure will redirect to southern Sarpy County. In order to support the impending growth, wastewater service south of the ridgeline is essential. The Southern Sarpy County Master Plan Phase I and II developed a regional wastewater concept in 2006 and 2007. The recommended concept included a regional WWTF discharging treated effluent from the Buffalo Creek, Springfield Creek, and Zweibel Creek drainage basins in southern Sarpy County to the Platte River. It also included a system of interceptor sewers, pump stations, and interim satellite treatment facilities.

Phase 1A of the current Regional Study validated the feasibility of the previously developed regional wastewater concept given regulatory, environmental, and governance considerations. Phase 1B, refined the regional wastewater concept, forecast future growth and flows in southern Sarpy County with input from various stakeholders, explored likely treatment processes, developed a phasing strategy, and identified cash flow requirements.

The growth forecasting process involved several stakeholder meetings and close coordination with other planning efforts. The process projected that the population of southern Sarpy County would experience an increase of over 85,000 residents, nearly four times the current population, over the 40-year study period (2015-2055). Likewise, the process estimated the number of major commercial and large industrial employees to nearly double (approximately 18,600 new employees). Finally, it projected wastewater flow for this growth to be 9.9 mgd. Table ES1 summarizes growth-forecasting efforts.



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Year	Population	Employment	Total Acres		Flow [gpd]
			Residential	Com./Ind.	
2020	1,270	220	160	10	139,390
2025	6,160	1,170	760	70	682,580
2030	17,040	3,330	2,100	180	1,892,870
2035	28,450	5,650	3,510	310	3,166,520
2040	44,760	8,970	5,530	500	5,136,580
2045	61,070	12,320	7,540	680	6,958,040
2050	73,870	15,430	9,120	850	8,415,130
2055	86,670	18,600	10,700	1,030	9,875,520

The regional wastewater concept is expected to be implemented in three phases according to the projected growth and flow demands. The first phase, subdivided into Phase 1A and Phase 1B, would support immediate and short-term growth areas identified by stakeholders. Phase 1A facilities could be completed under separate Interlocal Agreements between affected stakeholders in each basin. Phase 1 includes an expansion of the existing Springfield WWTF, several small interim satellite treatment facilities, and a series of interceptor sewers in the drainage basins. The regional entity established through the Joint Powers Act Agreement would operate Phase 1 facilities and proceed with planning and construction of subsequent phases.

The second phase would accommodate longer-term growth through the construction of several miles of interceptor sewer, a regional pump station, and force main in the Zweibel Creek Basin, and a regional WWTF with biological nutrient removal and ultraviolet disinfection in the southern end of the Springfield Creek Basin. The final phase would accommodate new growth south of the ridgeline through the end of the study period (2055) through expansion of the previously constructed regional WWTF and regional pump station, and extension of interceptor sewers. Figures ES1 and ES2 show the phased regional wastewater concept and likely wastewater treatment process, respectively.



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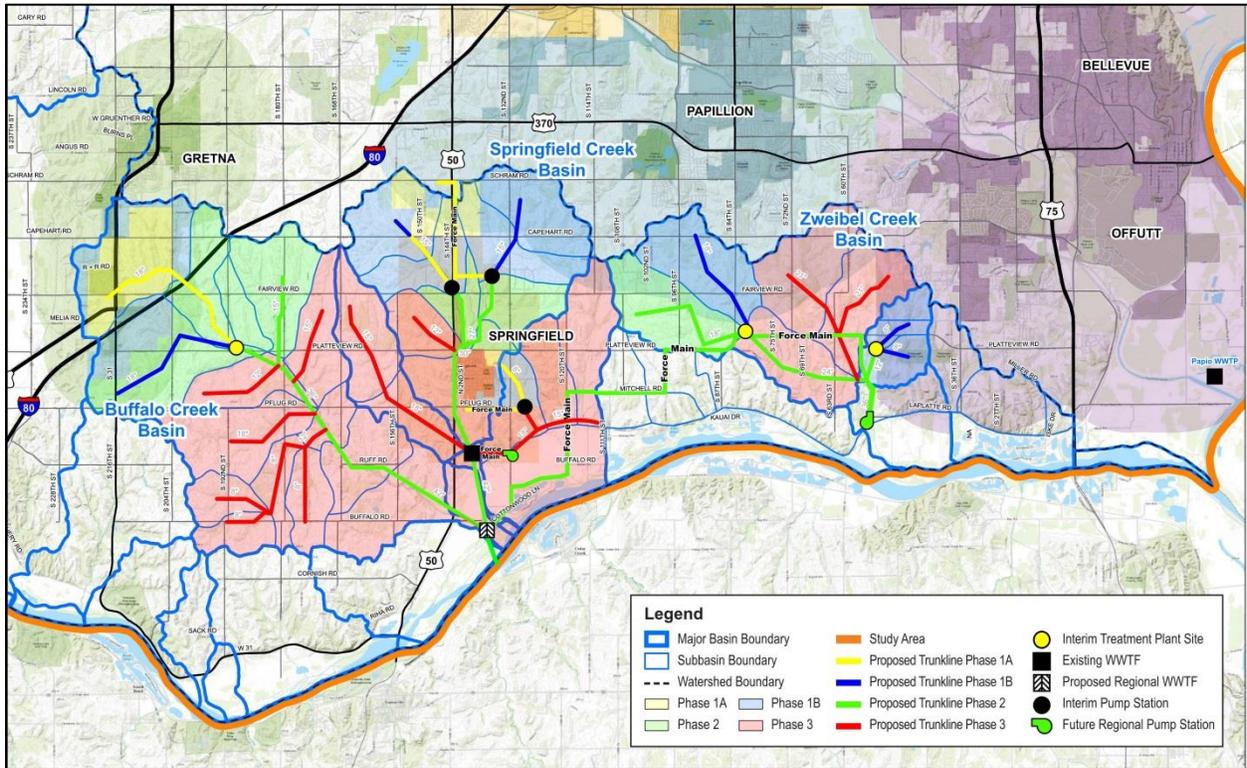


Figure ES1. Refined Regional Concept (Baseline Concept)

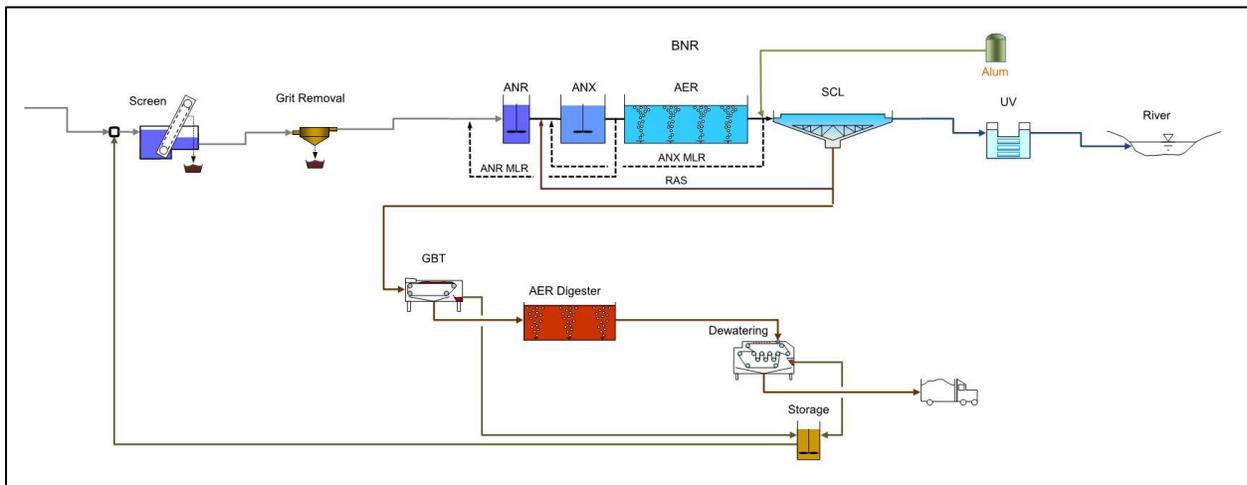


Figure ES2. Regional WWTF – Potential Treatment Schematic



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Table ES2 presents preliminary capital and annual O&M cost estimates for each phase of the regional wastewater concept. The estimates were developed using an assortment of available data.

Table ES2 – Preliminary Cost Estimate – Baseline Concept (\$2015)		
Phase	Capital	Annual O&M
Phase 1A	\$ 22,600,000	\$ 1,800,000
Phase 1B	\$ 28,500,000	\$ 3,800,000
Phase 2	\$ 115,100,000	\$ 4,500,000
Phase 3	\$ 54,600,000	\$ 6,300,000
<b>Total</b>	<b>\$ 220,800,000</b>	

## Regional System Alternatives

The Regional Wastewater Treatment Alternatives Technical Memorandum defined and evaluated multiple regional wastewater treatment alternatives for southern Sarpy County, and culminated in the recommendation of a regional wastewater concept based on relative cost effectiveness, nonmonetary considerations, and stakeholder input. It also provided a phased implementation plan and associated cash flow requirements for the recommended alternative.

Five regional wastewater concepts with varying locations for regional wastewater treatment were evaluated, and include the following:

- Baseline Concept - New regional WWTF in southern Sarpy County for treatment of wastewater from the Buffalo Creek, Springfield Creek, and Zweibel Creek basins
- Alternative 1 - Expansion of the existing Springfield WWTF for treatment of wastewater from the Buffalo Creek, Springfield Creek, and Zweibel Creek basins
- Alternative 2 - Expansion of the City of Omaha’s PCWWTP for treatment of wastewater from the Buffalo Creek, Springfield Creek, and Zweibel Creek basins
- Alternative 3 - Expansion of the existing Springfield WWTF for treatment of wastewater from the Buffalo Creek and Springfield Creek basins, and expansion of the City of Omaha’s PCWWTP for treatment of wastewater from the Zweibel Creek basin
- Alternative 4 - Construction of a new regional WWTF in southern Sarpy County for treatment of wastewater from the Buffalo Creek and Springfield Creek basins, and expansion of the City of Omaha’s PCWWTP for treatment of wastewater from the Zweibel Creek basin

Table ES3 presents a quantitative comparison of each regional wastewater treatment concepts.



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**Table ES3 – Regional Wastewater Concepts Summary Statistics**

Parameter	Baseline Concept	Alternative 1	Alternative 2	Alternative 3	Alternative 4
Location of Regional Wastewater Treatment	New WWTF South of Springfield	Expanded Springfield WWTF	Expanded Omaha PCWWTP	Expanded Springfield WWTF / PCWWTP	New WWTF South of Springfield / Expanded PCWWTP
Capacity of New Regional / Expanded WWTF	9.9 MGD	9.9 MGD	9.9 MGD	6.6 MGD / 3.3 MGD	6.6 MGD / 3.3 MGD
Anticipated No. of Phases	4 (Phases 1A, 1B, 2, 3)	4 (Phases 1A, 1B, 2, 3)	4 (Phases 1A, 1B, 2, 3)	4 (Phases 1A, 1B, 2, 3)	4 (Phases 1A, 1B, 2, 3)
No. of Interim WWTF	4	4	4	4	4
No. of Pump Stations	5	5	6	5	5
Approximate LF of Force Main	85,000	80,000	165,000	65,000	65,000
Approximate LF of Interceptor Sewer	285,000	275,000	285,000	275,000	285,000
Approx. LF of Outfall Sewer	3,000	11,000	N/A	11,000	3,000

Capital, operations and maintenance (O&M), and present worth costs were estimated for the Baseline Concept and each of the four evaluated alternatives. Capital costs include estimated construction costs, a contingency, and an allowance for engineering, legal, and administrative costs. O&M costs account for general labor, chemicals, electrical, infrastructure/equipment preventative maintenance, and a multiplier to cover administrative/overhead costs, major system repair, and other miscellaneous operating expenses. Capital and O&M costs reflect the estimated unit cost information presented in the Platte River Regional Wastewater System Refinement Technical Memorandum. Table ES4 presents preliminary cost estimates for each regional wastewater concept.

**Table ES4 – Preliminary Cost Estimates (\$2015)**

Regional Wastewater Concept	Capital Cost	Total O&M Cost	Total Present Worth Cost
Baseline	\$ 220,800,000	\$ 152,500,000	\$ 373,300,000
Alternative 1	\$ 219,400,000	\$ 152,400,000	\$ 371,800,000
Alternative 2	\$ 171,600,000	\$ 362,900,000	\$ 534,500,000
Alternative 3	\$ 192,900,000	\$ 214,300,000	\$ 407,200,000
Alternative 4	\$ 193,500,000	\$ 214,400,000	\$ 407,900,000



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The annual capital and O&M outlays for each of the alternatives were shown to be relatively consistent for each phase, regardless of alternative. Figure ES3 identifies the annual outlay for Alternative 1.

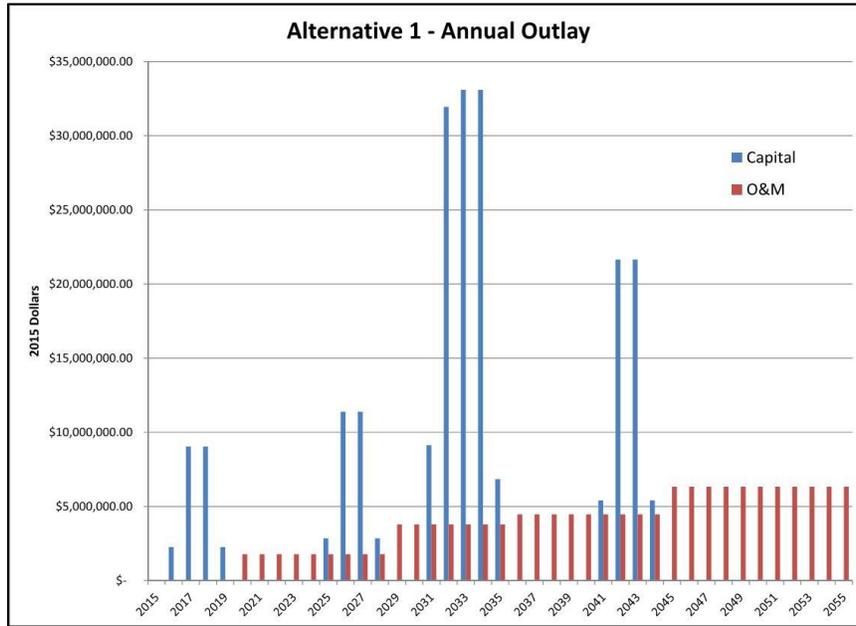


Figure ES3. Annual Outlay – Expanded Springfield Wastewater Treatment Facility

Nonmonetary considerations were also evaluated. Six non-monetary criteria with multiple sub-criteria were utilized to score each of the five regional wastewater concepts. This analysis was emphasized due to the relative closeness of the cost estimates. Table ES5 presents the nonmonetary evaluation matrix assuming an equal priority weighting.

Table ES5 – Nonmonetary Evaluation Matrix					
Evaluation Criteria / Sub-Criteria	Baseline Concept	Alternative 1	Alternative 2	Alternative 3	Alternative 4
	New Regional	Springfield	PCWWTP	SF & PCWWTP	New Regional & PCWWTP
Environmental Impacts	2.4	2.8	2.4	2.4	2.2
Water Quality Impacts	2.0	2.0	2.5	2.3	2.3
Ease of Permitting	1.8	2.3	2.5	2.3	1.8
Implementability	2.5	2.7	2.3	2.0	1.8
Stakeholder and Public Acceptance	2.3	2.7	2.0	2.3	2.3
Sustainability	1.7	1.7	2.3	2.0	2.0
<b>Total Score</b>	<b>12.7</b>	<b>14.1</b>	<b>14.1</b>	<b>13.2</b>	<b>12.4</b>



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Alternative 1 was the recommended alternative for treatment of wastewater generated in southern Sarpy County. This recommendation was based on the completed monetary and nonmonetary evaluation, and stakeholder input. However, it should be understood that Phase 1 is identical for each of the regional wastewater concepts, and that a conclusive determination regarding the ultimate location of regional wastewater treatment (i.e. PCWWTP, Springfield WWTP site, new site south of Springfield) can be made following the start of Phase 1.

### **Regional System Financial Assessment**

The Regional Wastewater System Financial Assessment Technical Memorandum reviewed the preliminary financial feasibility of regionalization and identified the major funding considerations. The intent was to identify any potential fatal flaws and provide possible alternative funding sources.

This feasibility analysis reviewed the recommended alternative (Alternative 1) with these key assumptions:

- Developable acres and flows from the growth forecast. Implementation in phases (1A, 1B, 2, 3)
- Total capital infrastructure costs of approximately \$219 million
- The total developable acres estimated at 7,126 acres, or 35,631 equivalent dwelling units (EDU)
- The total average annual wastewater flow at build-out estimated to be about 2.8 million 1,000 gallons
- Constant dollars to be consistent with the capital and annual O&M cost estimates
- Capital infrastructure costs paid for via capital payment/connection fees and annual operating costs paid for through user rates

The key outputs of the model provide a simple measurement of three important and very basic parameters for regionalization: overall cash flow, the level of the resulting capital payment/connection fee, and the level of the annual O&M rate.

The financial analysis identified a number of issues and concerns. The initial calculated connection fees appeared to be prohibitively high (\$6,156/EDU) and the annual user rates were also high in the initial years (\$35.30/1,000 gallons). However, as more customers connect to the system, the user rates (on a per unit basis) decline to a reasonable and affordable level (less than \$4.00/1,000 gallons). Most problematic, there were timing issues with cash flow in which the revenues received from connection fees and rates were not sufficient to meet the cash flow requirements, resulting in a negative fund balance during certain periods. This was particularly true in the initial years of regionalization.



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During the early years, there are high cash flow requirements (payments) and insufficient income/revenues because few customers are connected to the regional system. The green line in Figure ES4, below, represents debt payments and the red bars represent connection fee income.

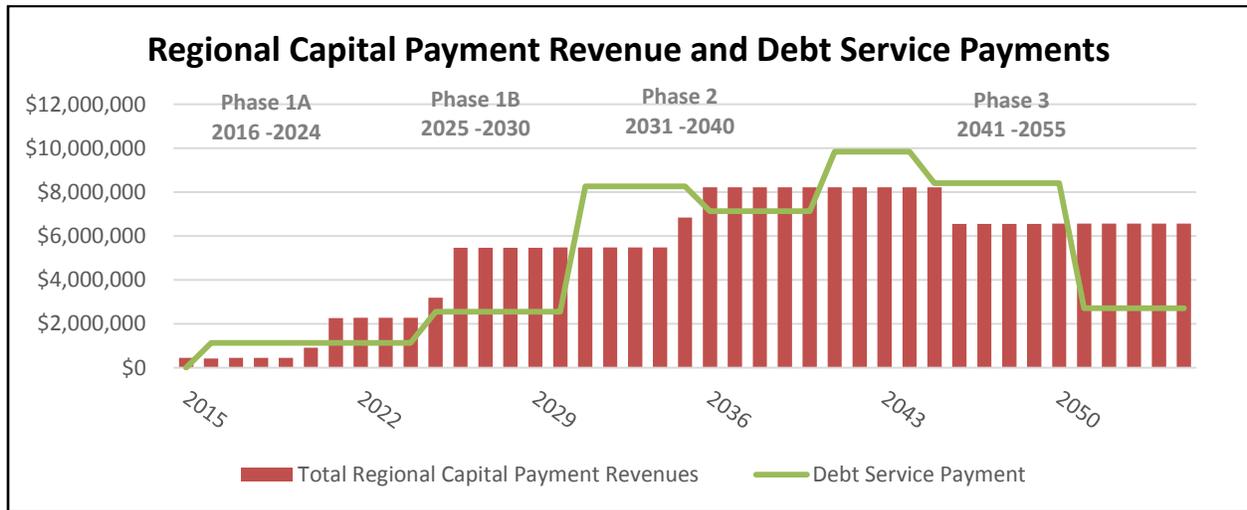


Figure ES4. Regional Capital Payment Revenue and Debt Service Payments

As shown in the figure, in the initial years, the debt payments exceed the connection fee income, yet over the entire period the amount of fees collected are equal to the debt payments. Overall, the calculated capital payment/connection fee of \$6,156/EDU for regionalization is exceptionally high when compared to the other existing charges within the region.

The initial feasibility analysis concluded that there was a need for a “cash infusion” in the initial years as customers are connecting to the system, a third reliable and non-growth dependent revenue source, and more cost competitive rates/capital payment connection fees. The “cash infusion” can take the form of a grant while the third reliable non-growth dependent revenue source can be in the form of some combination of funding from a dedicated sales tax, property tax, or a rate surcharge placed upon existing sewer rates. The “cash infusion” and third funding source are needed to ease cash flow issues, mitigate and buy-down the rate/fee impacts, and provide an additional reliable funding source.

Given the above conclusions concerning the initial funding plan, a revised financial feasibility analysis was developed. The revised analysis assumed a capital payment/connection fee of \$3,500/equivalent dwelling unit, a monthly user fee of \$35, a \$10 million grant in the initial years for a “cash infusion”, and \$1.3 million/year for 20 years from a reliable, non-growth related, third funding source. Figure ES5 is a graphical summary of the cash flow/fund balance for the initial feasibility analysis (red line) compared to the revised feasibility analysis (green line).



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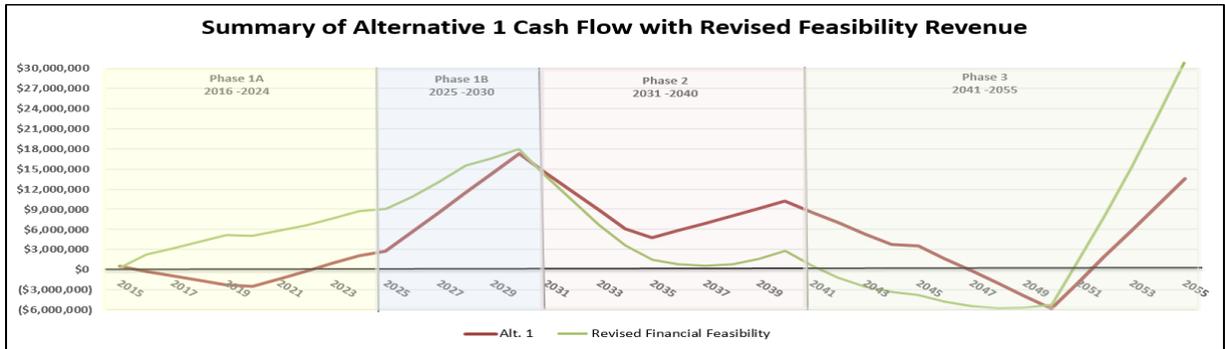


Figure ES5. Summary of Alternative 1 Cash Flow with Revised Feasibility Revenue

As shown in Figure ES5, the revised feasibility analysis (green line) provides positive cash flow all the way through Phase 2, at which time it goes to a negative balance. This is partly a result of the third funding source being eliminated (i.e. sunset after 20 years). For Phase 3, the regional system would need to evaluate the financial options, and could renew the third funding source or adjust upward the capital payment/connection fees to support Phase 3. It is also possible that the extent of trunk sewer constructed in Phase 3 could be economized since it provides more developable acreage that forecast to be required.

The revised preliminary feasibility analysis simply demonstrates that given the key assumptions used within this revised analysis, regionalization can be financially feasible, but it will require additional outside funding assistance. The additional funding that may be required includes upfront grants totaling at least \$10 million, and a sales tax, property tax, or increase on current customer rate revenues for 20 years (at least \$1.3 million per year).<sup>1</sup> Various combinations of these inputs could provide a regionalization scenario that is financially feasible and politically achievable.

## Governance

In parallel with Phase IB, Sarpy County worked with the stakeholder cities to develop a draft agreement that would create a regional agency to continue planning, arrange funding, construct, operate, and maintain a regional wastewater system to serve southern Sarpy County. The latest draft of the Agreement is included as Attachment A. The Agreement includes the following:

- Identifies the representatives of the agency and their voting rights

<sup>1</sup> These amounts are in constant dollars for purposes of this analysis. It was estimated that a sales tax of 1/10 of 1¢, a property tax of 1¢/\$100 of assessed property value or a 13% increase in current sewer rates would be required to produce \$1.3 million/year.



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- Defines the purpose of the agency, including:
  - to construct, operate, and manage a wastewater system to serve southern Sarpy County
  - to provide or contract for the acquisition, finance, construction, and operation of a wastewater system to serve southern Sarpy County
- Identifies powers of the agency, including:
  - Set and collect system fees
  - Incur debts and obligations
  - Make and execute contracts
  - Contract for professional services

Once established, the agency can continue the process to select, fund, and build a regional system.

### **No Action**

Lack of sanitary sewer service south of the ridgeline is increasingly becoming an impediment to economic development and growth in Sarpy County; specifically in Gretna, Springfield, Papillion, and Bellevue. Adjacent to the City of Omaha and Douglas County, growth in Sarpy County positively affects economic development in the Greater Omaha Metropolitan area. The Greater Omaha Chamber of Commerce has identified the area near the intersection of I-80 and Highways 50 and 370 as the primary location for future industrial development in the Omaha metropolitan area. Consequently, sanitary sewer service south of the ridge is critical not only to future economic growth in the Omaha metro but also to the State of Nebraska.

The lack of infrastructure and clear plan for collecting and treating wastewater limits growth south of the ridgeline in southern Sarpy County. Development in southern Sarpy County must locate relatively close to the ridgeline and obtain approval to pump wastewater over the ridgeline to the Omaha Papillion Creek system. Alternatively, development south of the ridgeline must rely on individual or community septic systems for wastewater. Septic systems limit future development thereby reducing the revenue needed to pay for the future sanitary sewer system while driving up the cost for the other infrastructure in the process. Septic systems also increase the likelihood of potentially adverse wastewater related environmental impacts throughout the Platte River Basin.

Implementing a regional wastewater system in Sarpy County provides considerable long-term benefits. These include increased population, economic opportunities, jobs, housing, office and retail development, improved water quality, reduced per capita public infrastructure and service costs, and ultimately, economy of scale savings in addressing future wastewater treatment costs. There are likely regional multiplier effects associated with the increased economic development beyond the capacity to increase the economic development and growth competitiveness of the County, metropolitan area, and State.



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Preliminary estimates indicate that the forecast growth in southern Sarpy County could generate additional revenues of about:

- \$20 million per year sales tax revenue for Sarpy County cities
- \$70 million per year sales tax revenue for the State of Nebraska
- \$10 million per year property tax revenue for Sarpy County cities
- \$10 million per year property tax revenue for Sarpy County government
- Additional revenue for fire districts, educational service units, natural resource districts, community colleges, school districts, and property tax funded entities

### **Next Steps**

This analysis has demonstrated that regionalization is possible and beneficial. While a positive result, the following additional activities need to continue this analysis. These activities include:

- Explore grant-funding opportunities in the State of Nebraska. This initial financial assessment identified that a grant of at least \$10 million for Phase 1A provides cash infusion and helps minimize total capital costs and debt service payments during Phase 1A.
- Assess the “will” for a reliable third funding source (i.e., sales tax, property tax, local sewer rate increases, etc.)
- Review and assess potential borrowing sources for terms, conditions and availability
- Solicit input from the development community
- Establish a regional governance entity
- Support communities interim (immediate) development plans

The above list of next steps assesses the technical and political aspects of grants, sales and property taxes, and long-term borrowing for a new regional entity. With additional investigation and research, the financial feasibility analysis can be updated to better reflect the anticipated actual funding sources, terms, and conditions of any long-term borrowing.



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## **Attachment A - Draft Regional Governance Agreement**

**JOINT PUBLIC AGENCY ACT AGREEMENT  
CREATING THE  
SARPY COUNTY AND CITIES WASTEWATER AGENCY**

THIS JOINT PUBLIC AGENCY ACT AGREEMENT CREATING THE SARPY COUNTY AND CITIES WASTEWATER AGENCY (the "Agreement") is made by and between the City of Papillion, Nebraska, the City of Bellevue, Nebraska, the City of Springfield, Nebraska, the City of La Vista, Nebraska, and the City of Gretna, Nebraska (collectively, the "Sarpy Cities"), and the County of Sarpy, Nebraska (the "County" or "Sarpy County") (each a "Member" and, collectively, the County and Sarpy Cities, the "Members").

WHEREAS, the County and Cities are political subdivisions, duly created and validly existing under the laws of the State of Nebraska; and

WHEREAS, pursuant to the Joint Public Agency Act (Neb. Rev. Stat. § 13-2501, et seq., as amended, the "Act"), the Members wish to permit their local government units to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

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

WHEREAS, as a means of constructing, equipping, operating, and maintaining a South Sarpy wastewater treatment facility, sewer system and related appurtenances (collectively, the "South Sarpy wastewater system" or "South Sarpy wastewater project") the Members desire to create a new joint entity pursuant to the Act, specifically the Sarpy County and Cities Wastewater Agency (the "Agency"); and

WHEREAS, the Members hereto are desirous of entering into an agreement (a) to construct a wastewater system to serve a portion of southeast Sarpy County, as shown on Exhibit "A" hereto, and to accommodate future wastewater needs inside of the area designated in Exhibit "A", in order to promote public health, safety and welfare of the County and Bellevue, and (b) to finance the costs thereof; and

WHEREAS, the Members desire for the Agency to enter into a management agreement with Sarpy County for the purpose of being designated as the Lead Agent in constructing, managing and operating the South Sarpy wastewater system to serve the Members of the Agency; and

WHEREAS, the Members desire to set forth in this Agreement their respective understandings and agreements with regard to the creation of the Agency and operation of the South Sarpy wastewater system, and to set forth their respective rights, duties and obligations.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

## **SECTION I.**

### **CREATION OF THE SARPY COUNTY AND CITIES SEWER AGENCY**

Pursuant to the Act, the Members hereby create the Agency, which shall constitute a separate body corporate and politic under the provisions of the Act. The Agency shall be subject to the control of the Members in accordance with the terms of this Agreement. The governing body of each Member shall have approved this Agreement by resolution. A certified copy of each approving resolution shall be kept on file at the Agency's office, the location of which shall be determined by the Agency Board. The Agency's existence shall commence upon the execution of this Agreement by all of the Members, effective \_\_\_\_\_, 2016 ("Effective Date").

## **SECTION II.**

### **PURPOSES OF THE AGENCY**

The purposes of the Agency are as follows:

(a) To make efficient use of the Members' powers by enabling them to cooperate with each other and other political subdivisions on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of the local communities;

(b) To construct, equip, operate, and manage or contract for such services for the South Sarpy wastewater system south of the ridgeline that will handle the sewer needs for development purposes south of the ridgeline, and to provide sewerage services as determined by the Members; and

(c) To provide or contract for the acquisition, finance, construction and operation of a unified wastewater system to serve a portion of southeast Sarpy County, as shown on Exhibit "A" hereto, and to accommodate other future wastewater needs within the County; and

(d) To conduct feasibility studies to determine the most appropriate steps to take in constructing, managing, financing, and operating the South Sarpy wastewater system; and

(e) To perform all other necessary actions to operate and complete the South Sarpy wastewater system as determined by the Agency Board.

## **SECTION III.**

### **ORGANIZATION**

(a) Agency Board Members. The Agency shall be governed by a Board consisting of the Chair of the Sarpy County Board, or his or her designee, and the Mayors of the City of La Vista, the City of Papillion, the City of Bellevue, the City of Springfield, and the City of Gretna, or their respective designees, each of whom shall be a voting member of the Agency Board.

(b) Voting. Each Member of the Board shall have one vote on all matters before the Agency Board. Except as may otherwise be provided in this Agreement, or any agreement to which the Agency is a party to, all actions of the Agency require a simple majority to pass.

(c) Quorum. A majority of all members of the Agency Board shall constitute a quorum for the transaction of any Agency business.

(d) Officers. (1) The Chair of the Sarpy County Board, or his or her designee, shall serve as the Agency Board's Chair. (2) The Mayors of the represented Members, or their respective designees, shall serve as the Agency Board's Secretary on an annual rotating basis. (3) The Agency Board's Treasurer, who may or may not be a Member, shall be appointed by the Agency Board, and shall have no voting privileges.

(e) Meetings and Notice. The Agency Board shall meet as needed but at least annually, and notice of such meetings shall be posted with each Member to this Agreement. The meetings will be scheduled and conducted pursuant to the Nebraska Open Meetings Act and minutes for such meetings will be recorded and provided as required by law.

(f) Legal Counsel. The Sarpy County Attorney shall serve as the Agency Board's legal counsel. The Agency may be represented by special counsel appointed by the Agency for such matters as the Agency deems appropriate. The Agency shall establish the terms and conditions of such special counsel's services.

(g) Fiscal Year. The Agency shall maintain a fiscal year ending on June 30 of each calendar year.

#### **SECTION IV.**

##### **DURATION**

The duration of the Agency shall be perpetual, commencing with the date of issuance of the certificate of creation, and shall continue in effect until the Agency has dissolved as provided in Section XV; provided, however, the Agency shall not dissolve if any Agency Sewer services bonds (including any and all refunding thereof) are outstanding under the terms of any bond resolution adopted by the Agency pursuant to the Act.

#### **SECTION V.**

##### **POWERS**

The Agency shall have such powers as are allowed by the Act, and any amendments thereto, including, but not limited to, the following powers. The exercise of any powers involving financial commitments must be included in the annual budget set forth in Section VII unless otherwise approved by all of the Members.

(a) to sue and be sued;

(b) to have a seal and alter the same at pleasure or to dispense with the necessity thereof;

(c) to make and execute contracts and other instruments necessary or convenient to exercise its powers, including service agreements and any amendments thereto and Interlocal Cooperation Agreements to contract for the acquisition, finance, construction and operation of the South Sarpy wastewater system;

(d) from time to time, to make and amend, and repeal bylaws, rules and regulations, not inconsistent with the Act and this Agreement, to carry out and effectuate its powers and purposes;

(e) to make all necessary rules and regulations governing the use, operation and control of the South Sarpy wastewater system, related structures, equipment, and employees;

(f) to establish just and equitable rates, fees, or charges for the use of or connection to the South Sarpy wastewater system, any property or equipment associated therewith, or any services provided in connection with said system;

(g) to purchase, plan, develop, construct, equip, maintain and improve the South Sarpy wastewater system, including the lease or acquisition of real estate or rights therein by gift, grant, purchase or condemnation as necessary for the construction and operation of such a system;

(h) to acquire, hold, use and dispose of any reserves derived from the operation of the South Sarpy wastewater system;

(i) to acquire, hold, use and dispose of other personal property for the purposes of the Agency;

(j) to provide sewer services south of the Sarpy Ridgeline and within the jurisdictional boundaries of the Members and in coordination with other political subdivisions of the state of Nebraska, and any agency thereof;

(k) to make or cause to be made engineering studies and surveys necessary or useful and convenient to carrying out the functions of the Agency;

(l) to contract with and compensate consultants for professional services, including, but not limited to architects, engineers, planners, lawyers, accountants, and any others the Agency Board finds necessary, useful, or convenient to carry out the stated purposes of the Agency;

(m) to provide for a system of budgeting, accounting, auditing, and reporting of all Agency funds and transactions, for a depository, and for bonding of employees;

(n) to consult with representatives of Federal, State and local agencies and departments and their officers and employees and to contract with such agencies and departments for services and equipment as needed for the South Sarpy wastewater system;

(o) to exercise such other powers as are available under applicable law;

(p) to borrow money, make and issue negotiable bonds, certificates, bond participation notes, refunding bonds and notes, all in accordance with Neb. Rev. Stat. §§ 13-2501 through 13-2546, of the Act, and any amendments thereto, and to secure the payment of such bonds, certificates, refunding bonds and notes or any part thereof by a pledge of any or all of the Agency's net revenues

and any other funds or property which the Agency has a right to, or may hereafter have the right to pledge for such purposes;

(q) to provide in the proceedings authorizing such obligations for remedies upon default in the payment of principal and interest on any such obligations, including, but not limited to, the appointment of a trustee to represent the holders of such obligations in default and the appointment of a receiver of the Agency's property, such trustee and receiver to have the powers and duties provided for in the proceedings authorizing such obligations;

(r) to receive payments for the use of or connection to the South Sarpy wastewater system and associated equipment and property;

(s) to hire employees, fix their compensation, benefits, personnel rules and regulations, and terminate their employment;

(t) to employ a manager and operator which may be a political subdivision or other entity or person and which may exercise such of the Agency's powers as shall be set forth in a contract and as determined by the Agency Board from time to time;

(u) to obtain and contract for insurance coverage for the Agency and its Board Members as the Agency Board deems appropriate; and

(v) to borrow money and accept grants, contributions, property or loans from, and enter into contracts, leases, or other transactions with other political subdivisions, the State of Nebraska, the United States of America and any agency thereof.

## **SECTION VI.**

### **COOPERATION FROM MEMBERS**

The Members agree to cooperate, to respond to reasonable requests, to make information available to the Agency for the purposes of this Agreement, and to assure that any engineers and consultants hired by the Members release to the Agency materials, data and other items pertinent to this Agreement.

## **SECTION VII.**

### **BUDGETING**

Prior to April 30 of each year, the Agency Board shall prepare a proposed itemized annual budget for the fiscal year, July 1 through June 30, which shall be presented to the governing body of each Member for approval.

## **SECTION VIII.**

### **ISSUANCE OF BONDS**

The Agency, by resolution of the Board, may from time to time issue bonds or other evidences of indebtedness ("Agency Bond") payable exclusively from all or a portion of the revenue from one or more projects, from one or more revenue-producing contracts, including securities

acquired from any person, or leases made by the Agency with an person, including any participant, or from its revenue generally which may be additionally secured by a pledge of any grant, subsidy, or contribution from any person or a pledge of any income or revenue, funds, or money of the Agency from any source whatsoever or a mortgage or security interest in any real or personal property, commodity, product, or service or interest therein.

The Agency may from time to time also issue Agency Bonds in such principal amounts as the Board shall determine to be necessary to provide sufficient funds to carry out any of the Agency's purposes and powers, including the establishment or increase of reserves, the payment of interest accrued during construction of a project and for such period thereafter as the Board may determine, and the payment of all other costs or expenses of the Agency incident to and necessary or convenient to carry out its purposes and powers.

Notwithstanding any other terms hereof to the contrary, the Agency shall not issue any Agency Bonds without the question of such bonds or indebtedness being first presented to, and approved by, the Mayors and Councils of each of the Sarpy cities and the Commissioners of the County.

## **SECTION IX.**

### **LEVY AUTHORITY**

Pursuant to the terms and requirements set forth within Neb. Rev. Stat. § 13-2507:

- (a) The County hereby irrevocably allocates and assigns to the Agency, from the effective date of this Agreement and ending upon the date which all of the Agency Bonds are no longer deemed to be outstanding and unpaid pursuant to the resolution or resolutions pursuant to which they are issued, its authority to cause the levy of taxes within the taxing district of the County, beginning in the year the Agency approves the issuance of an Agency Bond for the South Sarpy wastewater system, for the purpose of paying the cost of such system pursuant to Neb. Rev. Stat. § 23-119, for an amount which will be sufficient to pay the principal or redemption price of and interest on the Agency Bonds when and as the same become due (the "Agency Bond Levy"), solely for the purpose of paying the principal or redemption price of and interest on the Agency Bonds. The Agency Bond Levy shall be certified to the County of Sarpy, Nebraska as provided by law for levy and collection in such amounts, if any, as may be required to pay the principal or redemption price of and interest on the Agency Bonds as the same become due.
- (b) Papillion, La Vista and Bellevue hereby irrevocably allocates and assigns to the Agency, from the effective date of this Agreement and ending upon the date which all of the Agency Bonds are no longer deemed to be outstanding and unpaid pursuant to the resolution or resolutions pursuant to which they are issued, its authority to cause the levy of taxes within the taxing district of Papillion and Bellevue, beginning in the year the Agency approves the issuance of an Agency Bond for the South Sarpy wastewater system, for the purpose of paying the cost of such system pursuant to Neb. Rev. Stat. § 16-203, for an amount which will be sufficient to pay the principal or redemption price of and interest on the Agency Bonds when and as the same become due (the "Agency Bond Levy"), solely for the purpose of paying the principal or redemption price of and interest on the Agency Bonds. The Agency Bond Levy shall be certified to the County of Sarpy, Nebraska as provided by law for levy

and collection in such amounts, if any, as may be required to pay the principal or redemption price of and interest on the Agency Bonds as the same become due.

- (c) Gretna and Springfield hereby irrevocably allocates and assigns to the Agency Bond, from the effective date of this Agreement and ending upon the date which all of the Agency bonds are no longer deemed to be outstanding and unpaid pursuant to the resolution or resolutions pursuant to which they are issued, its authority to cause the levy of taxes within the taxing district of the Gretna and Springfield, beginning in the year the Agency approves the issuance of a bond for the South Sarpy wastewater system, for the purpose of paying the cost of such system pursuant to Neb. Rev. Stat. § 17-506, for an amount which will be sufficient to pay the principal or redemption price of and interest on the Agency Bonds when and as the same become due (the “Agency Bond Levy”), solely for the purpose of paying the principal or redemption price of and interest on the Agency Bonds. The Agency Bond Levy shall be certified to the County of Sarpy, Nebraska as provided by law for levy and collection in such amounts, if any, as may be required to pay the principal or redemption price of and interest on the Agency Bonds as the same become due.
- (d) The levy amount for each Member shall be determined on the proportional basis of each Member’s taxable valuation for such amount that is sufficient to pay the principal or redemption price of and interest on the Agency Bonds when and as the same become due.
- (e) The County shall collect and disburse to the Treasurer, or his or her designee, named by the Agency, all taxes collected under the Agency Bond Levy.

## **SECTION X.**

### **ASSISTANCE FUNDS**

All amounts received by or allocated to any Member from federal or state sources for activities included, in whole or in part, for the South Sarpy wastewater system or the purposes of this Agency (collectively, the “Assistance Funds”) shall be aggregated and allocated among the Members in proportion to the total allocation of expenses to each Member by agreement of the Members, as the same may be amended from time to time in accordance with the provisions of this Agreement. Assistance Funds allocated to a Member are hereinafter referred to as “[Name of Party] Assistance Funds.” Each Member shall apply its Assistance Funds, first, to the payment of the principal of and interest on the Series of Bonds issued to pay its share of the costs of the South Sarpy wastewater system for so long as any Bond of such Series is outstanding and unpaid under the resolution authorizing its issuance, and, second, to the direct payment of the costs of the South Sarpy wastewater system allocation to such Member.

## **SECTION XI.**

### **NOT FOR PROFIT**

It is expressly understood that the Agency is a public body and is to be operated not for profit, and no profit or dividend will inure to the benefit of any individual.

## **SECTION XII.**

### **MANNER OF ACQUIRING AND HOLDING PROPERTY**

The Agency Board may lease, purchase, or acquire by any lawful means from a Member or from any other source, such real and personal property as is required for the operation of the Agency and for carrying out of the purposes of this Agreement. The title to all such property, personal or real, shall be held in the name of the Agency; provided, however, that any property, personal or real, which is contributed by and titled to a Member, may be used by the Agency, but such property shall remain titled to the Member, unless otherwise provided by the Agency Board and the title holding Member.

In the event an annexation occurs after the creation of the Agency, title of the sewer lines and related appearances shall remain titled in the Agency's name, however, the annexing body may take over the maintenance of such real and personal property if approved by the Agency and as allowed by a management agreement.

All conveyances of real property owned or held in the name of the Agency shall be authorized by resolution of the Agency Board and executed by the Chairman on behalf of the Agency.

### **SECTION XIII.**

#### **LATE ENTRY OF ADDITIONAL MEMBER(S)**

Additional members may be added to this Agreement upon unanimous approval of the Agency Board. Any additional members shall be required to pay a prorated share of all of the costs, which the Members have incurred to date, as well as any additional fees, damages, or other costs as determined by the Agency Board, except as otherwise determined and approved by the Agency Board.

### **SECTION XIV.**

#### **WITHDRAWAL OF MEMBER(S)**

The withdrawal of any Member(s) from the Agency shall require (1) 90 days advance notice to the Agency of its intention to withdraw from the Agency and (2) the unanimous approval of the non-withdrawing Members; provided, however, no Member shall withdraw from the Agency if such Member is obligated with respect to indebtedness issued by the Agency.

### **SECTION XV.**

#### **DISSOLUTION**

The Agency shall not be dissolved so long as any Agency Bonds are outstanding under the instrument pursuant to which they were issued by the Agency. Upon dissolution of the Agency, provided the County continues to have the responsibility for the South Sarpy wastewater treatment facility, which includes, but is not limited to, the ongoing operation, maintenance, sewerage services to the Members, all interest in the land, capital improvements, personal property and all other assets of the Agency used in the operation of such facility financed by the Agency Bonds remaining in the Agency shall be transferred to the County; provided, however, in the event Sarpy County does not continue to have responsibility for the Sarpy wastewater treatment facility, as described above, such facility shall also be included in the distribution of assets and liabilities, as set forth herein.

All other assets and liabilities of the Agency shall be distributed to the Members on an equitable basis

## **SECTION XVI.**

### **AMENDMENT OF AGREEMENT**

This Agreement may be amended upon approving resolutions adopted by the governing body of each Member of this Agreement.

## **SECTION XVII.**

### **MISCELLANEOUS PROVISIONS**

(a) **Separate Legal Entities.** This Agreement shall be construed to have created a separate legal entity.

(b) **Indemnification.** Each Member agrees to release, indemnify and hold harmless (“Indemnifying Member”) each other Member (“Indemnified Member”) and said Indemnified Member’s officers, officials, employees and agents, and each of them, from and against all liabilities, claims, costs and expenses whatsoever arising out of or resulting from the negligence, acts or omissions of the Indemnifying Member, or the officers, officials, employees, agents or contractors of the Indemnifying Member related to or arising out of the establishment, operation or maintenance of the unified South Sarpy wastewater system contemplated herein.

(c) **Governmental Subdivision.** Except as provided herein, each Member shall maintain its autonomy and indebtedness as a governmental subdivision. This Agreement shall not relieve any Member of any obligations or responsibility imposed upon it by law except to the extent of actual and timely performance by the Agency as provided under this Agreement, which performance may be offered in satisfaction of the obligation or responsibility.

(d) **Modifications.** That no modification, termination or amendment of this Agreement may be made except by written agreement signed by all of the Members.

(e) **Severability.** In case one or more of the provisions contained in this Agreement is held to be invalid, illegal, or unenforceable for any reason in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

(f) **Incorporation.** The recitals are incorporated herein by this reference.

(g) **Entire Agreement.** The entire understandings and agreements between the Members hereto are contained in this Agreement, and this Agreement supersedes all previous understandings and agreements, written and oral, with respect to this transaction.

(h) Assignment. This Agreement, or any benefit, interest, obligation, or responsibility of any Member under this Agreement, may not be assigned by any Member without express written consent of all of the Members.

(i) Further Assurances. From and after the Effective Date of this Agreement, the Members agree to cooperate with each other and will use commercially reasonable efforts to implement the transactions contemplated by this Agreement. Each Member, at any time and from time to time, upon request by any other Member and without further consideration, shall take or cause to be taken such actions and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such additional assurances as may be required and reasonably requested for confirming and accomplishing the matters and transactions hereunder. Such assurances shall be in the form and content satisfactory to the requesting and responding Members, without increasing or extending any cost, duty or liability of the responding Member.

(j) Counterparts. This Agreement may be executed in one or more counterparts, each and all of which shall constitute an original and all of which when taken together shall constitute the same agreement.

(k) Nondiscrimination. Notwithstanding anything in this Agreement to the contrary, (i) each Member agrees that it and any of its subcontractors shall not discriminate against any employee or applicant for employment to be employed in performance of this Agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, disability, or national origin; and (ii) one or more of the Members is a recipient of federal funds, and as a result all required contractual provisions related to such federal funds shall be deemed incorporated into this Agreement by this reference and binding upon the Members.

(l) Remedies. All remedies under this Agreement shall be cumulative and not restrictive of other remedies. The Members agree that any Member shall have the right to exercise any remedies available to it at law or in equity, including without limitation, specific performance.

IN WITNESS WHEREOF, the Members have caused this Joint Public Agency Act Agreement to be executed by the duly authorized officers on the last date and year written below.

SARPY COUNTY, NEBRASKA

Date: \_\_\_\_\_

\_\_\_\_\_  
Chairman of Board of Commissioners

Attest:

\_\_\_\_\_  
County Clerk

CITY OF BELLEVUE

Date: \_\_\_\_\_

\_\_\_\_\_  
Rita Sanders, Mayor

Attest:

\_\_\_\_\_  
Kay Dammast, City Clerk

CITY OF PAPILLION

Date: \_\_\_\_\_

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

Attest:

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

CITY OF LA VISTA

Date: \_\_\_\_\_

\_\_\_\_\_  
Douglas Kindig, Mayor

Attest:

\_\_\_\_\_  
Pamela A. Buehe, CMC  
City Clerk

CITY OF GRETNA

Date: \_\_\_\_\_

\_\_\_\_\_  
Jim Timmerman, Mayor

Attest:

\_\_\_\_\_  
Tammy Tisdall, City Clerk

CITY OF SPRINGFIELD

Date: \_\_\_\_\_

\_\_\_\_\_  
Robert Roseland, Mayor

Attest:

\_\_\_\_\_  
Kathleen Gottsch,  
City Administrator/City Clerk