

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 16, 2019 AGENDA

Subject:	Type:	Submitted By:
APPROVAL OF SARPY COUNTY AND CITIES WASTEWATER AGENCY JURISDICTION AND GROWTH MANAGEMENT PLAN	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared approving the Jurisdiction and the Growth Management Plan for the Sarpy County and Cities Wastewater Agency.

FISCAL IMPACT

N/A

RECOMMENDATION

Approval

BACKGROUND

The City of La Vista is a party to an agreement entered into pursuant to the Interlocal Cooperation Act set out in Neb. Rev. Stat. §13-801 et. Seq. by and between Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna (the “Members”), which formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the “Agency”) in September 2017.

On June 26, 2019, the Agency Board approved Resolution 2019-004, a copy of which is attached hereto. The Agency approved and established the “Agency’s Jurisdiction” over the area identified as the “Service Area” on Exhibit A of the Agency Jurisdiction Resolution. In connection therewith, the Agency Board also reviewed and approved the Growth Management Plan (the “Growth Management Plan”) attached to the Agency Jurisdiction Resolution as Exhibit D, that prioritizes areas of land development and growth within the Agency’s Jurisdiction and that serves as a necessary step in the development of the Master Plan.

The Growth Management Plan does not supersede member’s planning approval jurisdiction, but member recognizes that any future development and related sewer service expansion within the Agency’s Jurisdiction shall be consistent with the Growth Management Plan and its implementing policies and procedures adopted by the Agency Board from time to time, and agrees to submit the Growth Management Plan to its planning and zoning board for review and incorporation into its comprehensive development and land use plan or similar instrument.

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE SARPY COUNTY AND CITIES WASTEWATER AGENCY'S JURISDICTION AND GROWTH MANAGEMENT PLAN

WHEREAS, the City of La Vista is a party to an agreement (the "Agreement") entered into pursuant to the Interlocal Cooperation Act, set out at Neb. Rev. Stat. § 13-801 et seq. (the "Act"), by and between Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna (the "Members"), which formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the "Agency"); and

WHEREAS, the Agency Board, at their June 26, 2019 meeting, approved Resolution 2019-004 establishing the Agency's jurisdiction over the Service Area and approving the Growth Management Plan, which serves as a necessary step in the development of the Master Plan; and

WHEREAS, the City Council deems it appropriate and advisable to approve the Jurisdiction and Growth Management Plan as approved by the Agency Board;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of La Vista, Nebraska that the Jurisdiction of and Growth Management Plan for the Sarpy County and Cities Wastewater Agency, as approved by the Agency Board on June 26, 2019, are hereby approved.

PASSED AND APPROVED THIS 16TH DAY OF JULY, 2019.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

BOARD OF SARPY COUNTY AND CITIES WASTEWATER AGENCY

AMENDED RESOLUTION ESTABLISHING THE JURISDICTION OF, AND APPROVING THE GROWTH MANAGEMENT PLAN FOR, THE SARPY COUNTY AND CITIES WASTEWATER AGENCY, AND APPROVING SEPARATE INTERLOCAL AGREEMENTS WITH THE CITIES OF GRETNA AND SPRINGFIELD

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, *et seq.* (the “Act”), Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna entered into an agreement (the “Formation Interlocal”), and formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the “Agency”) (all capitalized terms not otherwise expressly defined herein shall have the same meanings as provided in the Formation Interlocal);

WHEREAS, the Agency is a separate body corporate and politic under the Act;

WHEREAS, pursuant to the Formation Interlocal, the powers of the Agency as a body are exercised by the Agency Board;

WHEREAS, pursuant to Sections V(A)(11) and VII of the Formation Interlocal, the Agency, with the approval of the Agency Board and the affected Agency Member(s), has the power and authority to establish the area over which the Agency has sole jurisdiction to authorize, design, construct, and control the Unified SSWS to the exclusion of all other sewer systems (the “Agency’s Jurisdiction”);

WHEREAS, pursuant to Section VII(A) of the Formation Interlocal, in no event, however, will the Agency have jurisdiction over each Member’s individual corporate limits, extra-territorial zoning jurisdiction, designated wastewater service area, or areas that lie within a Member’s “area of future growth and development” under maps adopted under the County Industrial Sewer Construction Act unless the individual governing body of each Member having any jurisdiction within such areas approves of such areas being within the Agency’s Jurisdiction;

WHEREAS, pursuant to Section VII(D) of the Formation Interlocal, however, any wastewater treatment facilities, sewer systems, sewer lines, or related appurtenances constructed or approved by an individual Member’s governing body prior to the establishment of the Agency’s Jurisdiction which subsequently fall within the area of the Agency’s Jurisdiction (hereinafter, an “Existing Sewer System”), shall not be subject to the Agency’s Jurisdiction so long as no connection to an Agency sewer system is proposed; however, in the event a Member seeks to connect its Existing Sewer System to the Unified SSWS, such connection may be permitted subject to Agency engineering review and approval, conformity with all applicable rules and regulations, including the Master Plan, payment of all applicable connection fees, and an approved wastewater service and connection agreement with the Agency;

WHEREAS, the Agency Board has reviewed the map attached hereto as **Exhibit A** depicting the “Service Area” that is proposed to represent the Agency’s Jurisdiction, within which each of Sarpy County, Papillion, Gretna and Springfield currently owns, operates, maintains, designs, constructs, extends, and collects revenue from (collectively, “Operation”) its

own Existing Sewer System within the areas also depicted on Exhibit A as the “Sarpy Service Area” (the “Sarpy Sewer Service Area”), the “Papillion Service Area” (the “Papillion Sewer Service Area”), the “South Gretna Buffalo Creek Service Area” (the “Gretna Sewer Service Area”) and the “Springfield Creek Basin Service Area” (the “Springfield Sewer Service Area”), respectively;

WHEREAS, pursuant to Sections VII(A), VII(B) and VII(D) of the Formation Interlocal, the Agency Board deems it appropriate and advisable to approve the establishment of the Agency’s Jurisdiction over the Gretna Sewer Service Area and the Springfield Sewer Service Area, subject to the Agency and Gretna subsequently entering into the Gretna Sewer Interlocal (as defined below) with respect to the Gretna Sewer Service Area, and the Agency and Springfield subsequently entering into the Springfield Sewer Interlocal (as defined below) with respect to the Springfield Sewer Service Area;

WHEREAS, pursuant to Sections VII(A), VII(B) and VII(D) of the Formation Interlocal, the Agency Board also deems it appropriate and advisable to approve the establishment of the Agency’s Jurisdiction over the Sarpy Sewer Service Area and the Papillion Sewer Service Area, but only at such time when the Existing Sewer Systems in said areas are connected to and incorporated into the Unified SSWS pursuant to Section VII(D) of the Formation Interlocal;

WHEREAS, the Agency Board discussed the proposed Interlocal Agreement for the Operation of the Gretna Sewer System Located in the Agency’s Jurisdiction and to provide for Gretna’s continued Operation of its Existing Sewer System in the Gretna Sewer Service Area that is partially located within the Agency’s Jurisdiction, but only until such Existing Sewer System is connected to and incorporated into the Unified SSWS pursuant to Section VII(D) of the Formation Interlocal, as attached hereto as **Exhibit B** (the “Gretna Sewer Interlocal”), and after discussion the Agency Board has deemed it appropriate, necessary, convenient and advisable to approve the execution of the Gretna Sewer Interlocal;

WHEREAS, the Agency Board also discussed the proposed Interlocal Agreement for the Operation of the Springfield Sewer System Located in the Agency’s Jurisdiction and to provide for Springfield’s continued Operation of its Existing Sewer System in the Springfield Sewer Service Area located within the Agency’s Jurisdiction, but only until such Existing Sewer System is connected to and incorporated into the Unified SSWS pursuant to Section VII(D) of the Formation Interlocal, as attached hereto as **Exhibit C** (the “Springfield Sewer Interlocal”), and after discussion the Agency Board has deemed it appropriate, necessary, convenient and advisable to approve the execution of the Springfield Sewer Interlocal;

WHEREAS, pursuant to Section VI of the Formation Interlocal, the Agency is required to plan, develop, and approve a Master Plan for the design of the Unified SSWS;

WHEREAS, in connection therewith, the Agency Board has also reviewed a proposed Growth Management Plan (the “Growth Management Plan”) that prioritizes areas of land development and growth within the Agency’s Jurisdiction and that serves as a necessary step in the development of the Master Plan;

WHEREAS, the Agency recognizes that the Agency's adoption of the Growth Management Plan does not supersede each Member's planning approval jurisdiction, and the Members (a) recognize that any future development and related sewer service expansion within the Agency's Jurisdiction shall be consistent with the Growth Management Plan and its implementing policies and procedures adopted by the Agency Board from time to time, and (b) agree to submit the Growth Management Plan to their respective bodies and planning and zoning boards (or related bodies) for review and incorporation into their respective comprehensive development and land use plans or similar instruments; and

WHEREAS, the Agency Board deems it appropriate and advisable to approve the Growth Management Plan in the form of **Exhibit D** attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD, that the Agency's Jurisdiction is hereby approved and established over the "Service Area" identified on **Exhibit A** attached hereto; provided, however, in accordance with Section VII(A) of the Formation Interlocal, the Agency's Jurisdiction shall not extend to such areas within each Member's jurisdiction unless the governing body of such Member approves such area as being within and subject to the Agency's Jurisdiction; provided, further, that the Agency's Jurisdiction shall include only those areas within the jurisdictions of such Members whose governing bodies approve the inclusion of such areas to be located within the Agency's Jurisdiction; provided, further, that the inclusion of the Gretna Sewer Service Area within the Agency's Jurisdiction is conditioned upon, within 30 days after the date hereof, the Agency and Gretna entering into the Gretna Sewer Interlocal; provided, further, that the inclusion of the Springfield Sewer Service Area within the Agency's Jurisdiction is conditioned upon, within 30 days after the date hereof, the Agency and Springfield entering into the Springfield Sewer Interlocal;

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE AGENCY BOARD, upon approval by the governing bodies of the Members in accordance with this Resolution and Sections VII(B) and VII(D) of the Formation Interlocal, the Agency shall have sole jurisdiction within the area of each such approving Member's jurisdiction to authorize, design, and construct the Unified SSWS to the exclusion of all other sewer systems, unless such other sewer system(s) are otherwise allowed by written agreement of the Agency and as otherwise provided in the Gretna Sewer Interlocal and/or in the Springfield Sewer Interlocal, and any sewer systems constructed or approved by a Member prior to the establishment of the Agency's Jurisdiction which subsequently fall within the area of the Agency's Jurisdiction shall not be subject to the Agency's Jurisdiction so long as no connection to an Agency sewer system is proposed; provided, however, in the event a Member seeks to connect its Existing Sewer System to the Unified SSWS, such connection may be permitted, subject to (a) Agency engineering review and approval, (b) conformity with all applicable rules and regulations, including the Master Plan and Growth Management Plan, (c) payment of all applicable connection fees, and (d) an approved wastewater service and connection agreement with the Agency;

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE AGENCY BOARD, that to the extent that any governing bodies of any Members do not approve the establishment of the Agency's Jurisdiction in accordance with this Resolution, the areas within such Members' jurisdictions shall not be included within the Agency's Jurisdiction, and any future inclusion of

such areas within the Agency's Jurisdiction shall be subject to the Agency's prior written approval and governed by the Agency's policies and procedures then in effect including, but not limited to, the Growth Management Plan;

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE AGENCY BOARD THAT the attached Gretna Sewer Interlocal is hereby approved and shall be presented to and subject to the approval of the individual governing body of Gretna;

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE AGENCY BOARD THAT the Chairman of the Agency Board is hereby authorized to execute on behalf of the Agency Board the Gretna Sewer Interlocal;

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE AGENCY BOARD THAT the attached Springfield Sewer Interlocal is hereby approved and shall be presented to and subject to the approval of the individual governing body of Springfield;

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE AGENCY BOARD THAT the Chairman of the Agency Board is hereby authorized to execute on behalf of the Agency Board the Springfield Sewer Interlocal;

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE AGENCY BOARD THAT the Growth Management Plan attached hereto as **Exhibit D** is hereby adopted and approved; and

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE AGENCY BOARD THAT the Growth Management Plan does not supersede each Member's planning approval jurisdiction, but each Member (a) recognizes that any future development and related sewer service expansion within the Agency's Jurisdiction shall be consistent with the Growth Management Plan and its implementing policies and procedures adopted by the Agency Board from time to time, and (b) agrees to submit the Growth Management Plan to its governing body and planning and zoning board (or related body) for review and incorporation into its comprehensive development and land use plan or similar instrument.

The above Resolutions were approved by a vote of the Sarpy County and Cities Wastewater Agency Board at a public meeting duly held in accordance with applicable law on the 26th day of June, 2019.

Sarpy County and Cities Wastewater
Agency Board Chairman

EXHIBIT A

**Agency's Jurisdiction, Sarpy Sewer Service Area, Papillion Sewer Service Area, Gretna
Sewer Service Area, and Springfield Sewer Service Area**

[Map Attached]

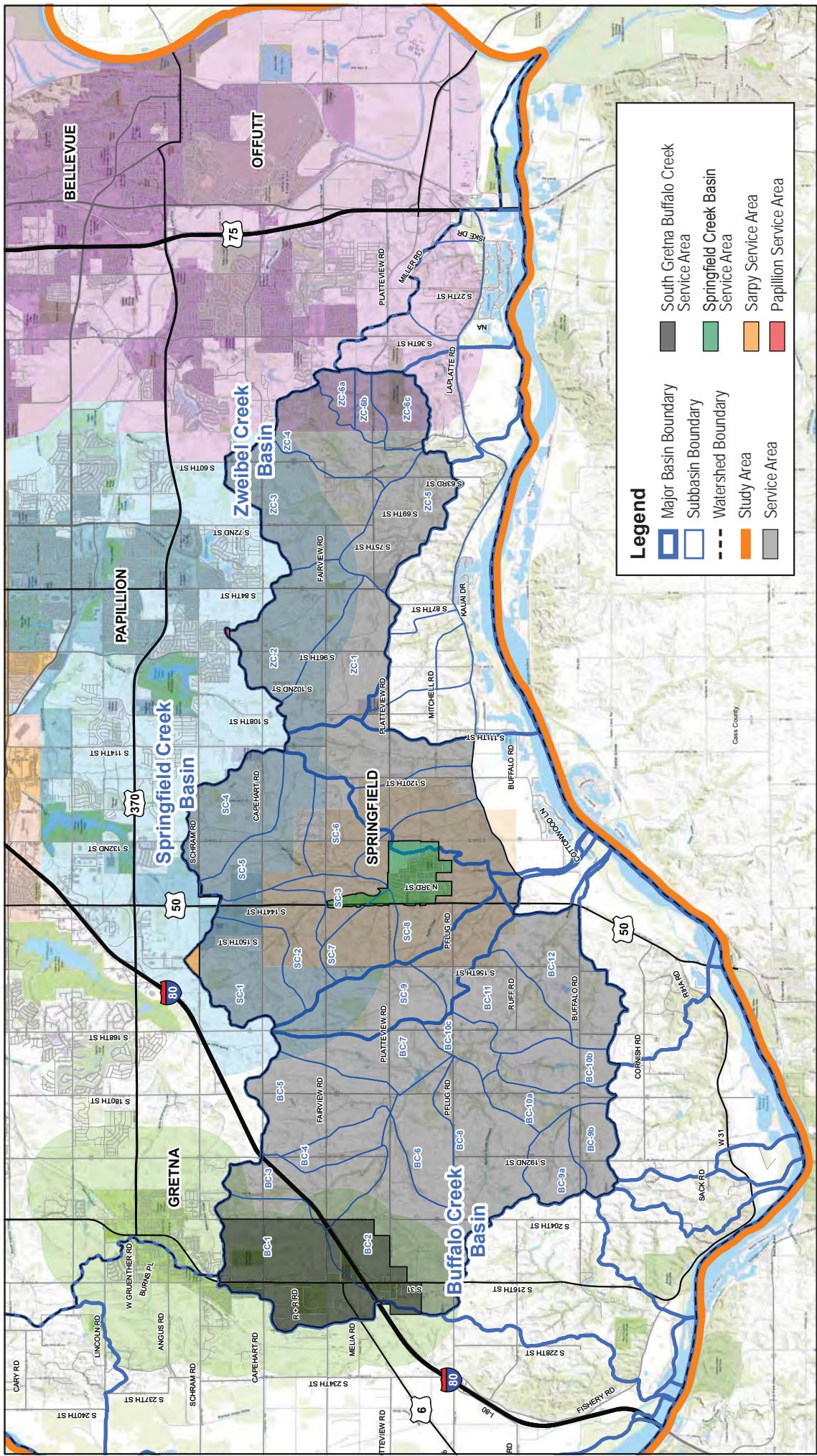


EXHIBIT A

Sarpy County and Cities Wastewater Agency
Resolution 2019-004

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Service Area
FIGURE
DATE

EXHIBIT B

Gretna Sewer Interlocal

[Attached]

INTERLOCAL AGREEMENT FOR THE OPERATION OF THE GRETNNA SEWER SYSTEM LOCATED IN THE AGENCY'S JURISDICTION

THIS INTERLOCAL AGREEMENT FOR THE OPERATION OF THE GRETNNA SEWER SYSTEM LOCATED IN THE AGENCY'S JURISDICTION ("Agreement") is made by and between the Sarpy County and Cities Wastewater Agency (the "Agency") and the City of Gretna, Nebraska ("Gretna"). Capitalized terms used herein shall have the same meaning as defined in the Formation Interlocal (as defined below), unless otherwise specified herein.

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

WHEREAS, the Agency was created as a separate body corporate and politic by the County and the Cities pursuant to that certain Interlocal Agreement Creating the Sarpy County and Cities Wastewater Agency dated September 19, 2017 (as amended, the "Formation Interlocal"), by the authority granted under the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. 13-801, *et seq.* (the "Act");

WHEREAS, pursuant to Sections V(A)(11) and VII of the Formation Interlocal, the Agency, with the approval of the Agency Board and the affected Agency Member(s), has the power and authority to establish the area over which the Agency has sole jurisdiction to authorize, design, construct, and control the Unified SSWS to the exclusion of all other sewer systems (the "Agency's Jurisdiction");

WHEREAS, pursuant to Section VII(A) of the Formation Interlocal, in no event, however, will the Agency have jurisdiction over each Member's individual corporate limits, extra-territorial zoning jurisdiction, designated wastewater service area, or areas that lie within a Member's "area of future growth and development" under maps adopted under the County Industrial Sewer Construction Act unless the individual governing body of each Member having any jurisdiction within such areas approves of such areas being within the Agency's Jurisdiction;

WHEREAS, pursuant to Section VII(D) of the Formation Interlocal, however, any wastewater treatment facilities, sewer systems, sewer lines, or related appurtenances constructed or approved by an individual Member's governing body prior to the establishment of the Agency's Jurisdiction which subsequently fall within the area of the Agency's Jurisdiction (hereinafter, an "Existing Sewer System"), shall not be subject to the Agency's Jurisdiction so long as no connection to an Agency sewer system is proposed; however, in the event a Member seeks to connect its Existing Sewer System to the Unified SSWS, such connection may be permitted subject to Agency engineering review and approval, conformity with all applicable rules and regulations, including the Master Plan, payment of all applicable connection fees, and an approved wastewater service and connection agreement with the Agency;

WHEREAS, pursuant to Agency Resolution No. 2019-004, the Agency approved and established the Agency's Jurisdiction over the area depicted as the "Service Area" on the map attached hereto as **Exhibit A**, subject to (a) the subsequent approvals of the Members having jurisdiction within such area, (b) the terms of this Agreement, and (c) the terms of the Springfield Sewer Interlocal (as defined in said Resolution);

WHEREAS, Gretna currently owns, operates, maintains, designs, constructs, extends, and collects revenue from its own Existing Sewer System (the “Gretna Sewer System”) located in the area depicted as the “South Gretna Buffalo Creek Service Area” on the map attached hereto as **Exhibit A** (the “Gretna Sewer Service Area”);

WHEREAS, the Gretna Sewer Service Area lies within a portion of the proposed Agency’s Jurisdiction;

WHEREAS, pursuant to the terms of Gretna’s state revolving loan agreement with the Nebraska Department of Environmental Quality (“NDEQ”), Gretna is unable to sell, convey or otherwise contribute any portion of the Gretna Sewer System to the Agency, unless and until Gretna repays such loan in full or repays a portion of said loan and obtains a partial release from NDEQ as to portions of the Gretna Sewer System that will be incorporated into the Unified SSWS;

WHEREAS, the Agency currently has no sewer service infrastructure that serves the Gretna Sewer Service Area and such Agency sewer service infrastructure may not exist or be available for many years into the future;

WHEREAS, subject to the terms of this Agreement, Gretna agrees to acknowledge and approve the proposed Agency’s Jurisdiction, and the Agency agrees that Gretna shall continue to own, operate, maintain, design, construct, extend, and collect revenue from (collectively, “Operate” or “Operating”) the Gretna Sewer System within the Gretna Sewer Service Area until such time as the Gretna Sewer System connects to and is incorporated into the Unified SSWS; and

WHEREAS, the parties hereto have determined that it is in their respective best interests to enter into this Agreement.

IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. **Acknowledgement of the Agency’s Jurisdiction**. Except to the extent set forth in Section 2 below, in accordance with Section VII(A) of the Formation Interlocal, Gretna hereby agrees to approve and acknowledge the Agency’s Jurisdiction over the areas depicted on **Exhibit A** attached hereto. Gretna agrees not to oppose any effort by the Agency to establish the Agency’s Jurisdiction over the areas shown on Exhibit A attached hereto in accordance with the terms of the Formation Interlocal including, but not limited to, Section VII(A) thereof.

2. **Acknowledgement of Gretna’s Sewer Service Area**. Upon the establishment of the Agency’s Jurisdiction pursuant to Section VII(A) of the Formation Interlocal, and in accordance with Sections VII(B) and VII(D) of the Formation Interlocal, the parties acknowledge and agree that:

a) Gretna shall Operate the Gretna Sewer System located within the Gretna Sewer Service Area, notwithstanding that portions of such system are located within the Agency’s Jurisdiction.

b) The Gretna Sewer System will not be incorporated into the Unified SSWS except (i) in accordance with Sections VII(A) and VII(D) of the Formation Interlocal, and (ii) pursuant to the terms of a separate written agreement that must be entered into by Gretna and the Agency setting forth the manner in which the portion of the Gretna Sewer System will be incorporated into the Unified SSWS. Said separate written agreement is expected to incorporate, along with such other matters that may be agreed to by the parties, the following provisions:

- i. so long as Gretna has been a Member of the Agency from Agency inception until the time the Gretna Sewer System is connected to the Unified SSWS, Gretna shall pay no fees, costs, charges, or connection charges of any kind to the Agency in order for the Gretna Sewer System to be incorporated into the Unified SSWS but only to the extent the non-payment of such fees, costs, charges, or connection charges is consistent with applicable Agency policies then in effect and the other Members of the Agency are likewise not obligated to pay similar fees, costs, charges, or connection charges in order to connect their respective sewer systems into the Unified SSWS;
- ii. that Gretna shall pay in full all outstanding debt, including any NDEQ state revolving fund debt, applicable to the portion of the Gretna Sewer Service Area connected to the Unified SSWS and obtain releases of any liens securing such debt;
- iii. the Agency and Gretna shall have agreed on the acquisition by the Agency of certain Gretna Sewer System assets owned by Gretna in the Gretna Sewer Service Area;
- iv. from and after the date the Agency provides service to the Gretna Sewer Service Area, the Agency will collect the connection fees and Gretna will pay the Agency a wholesale rate for sewer service provided by the Agency in such portions of the Gretna Sewer Service Area located in the Agency's Jurisdiction;
- v. Gretna is expected to conduct the retail/customer billing for retail customers in the Gretna Sewer Service Area;
- vi. Gretna will continue to Operate the non-trunk line components of the Gretna Sewer System in the Gretna Sewer Service Area; and
- vii. the manner and method of collection and payment of usage and connection fees.

c) Until Gretna and the Agency enter into such written agreement and the Gretna Sewer System is connected to the Unified SSWS, Gretna shall be solely responsible for Operating the Gretna Sewer System, and shall be entitled to receive all connection and usage fees and other revenues generated from the Gretna Sewer System.

d) In the event that the Agency dissolves in accordance with the Formation Interlocal or pursuant to applicable Nebraska law, as of the effective date of such dissolution, this Agreement shall automatically terminate and be of no further force and effect.

3. **Gretna Maintenance Obligations and Legal Compliance.** So long as the Gretna Sewer System is located within the Agency's Jurisdiction, Gretna shall operate, keep and maintain all portions of the Gretna Sewer System, including the plant(s), lift and collection system(s), force mains, pipes, trunks, conveyance lines and all other improvements, equipment, systems and appurtenances incidental thereto, (a) in good working condition and repair, and (b) in compliance with all applicable state, federal, and local laws, rules and regulations and promptly pay and discharge any and all related permitting fees, costs and related expenses including, but not limited to, any fines and penalties assessed by applicable governmental authorities, and all debt service and other financial obligations applicable to the Gretna Sewer System.

4. **Interlocal Cooperation Act.** This Agreement is entered into between the parties pursuant to the Act. The parties agree:

- a) This Agreement does not establish any separate legal or administrative entity.
- b) Once this Agreement becomes effective as set forth in Section 6 below, this Agreement shall continue in full force and effect until either a separate written agreement is entered into by Gretna and the Agency pursuant to Section 2 above or until both the Agency and Gretna agree in writing otherwise; provided, however, the parties may not terminate this Agreement to the extent prohibited pursuant to any future agreement(s) with an operator of the Unified SSWS and/or any third-party lender or financier for the construction, operation, maintenance and financing of the Unified SSWS.
- c) The purpose hereof is to allow the parties to recognize the Agency's Jurisdiction without impairing Gretna's ability to Operate the Gretna Sewer System where the Gretna Sewer Service Area overlaps the Agency's Jurisdiction until such time (i) as the Unified SSWS serves the Gretna Sewer Service Area, and (ii) there is a separate written agreement between Gretna and the Agency setting forth the manner in which the portion of the Gretna Sewer System which is located in the Agency's Jurisdiction will be incorporated into the Unified SSWS.
- d) No separate financing is necessary for the implementation of this Agreement.
- e) Termination of this Agreement other than as herein expressly provided for and any modification of the terms hereof shall require the mutual agreement of the parties as evidenced by formal resolution of their respective governing bodies or by written agreement of their respective designees as appointed by formal resolution.

f) Any cooperative effort that is needed will be administered by the respective designees of each party. There will be no need for the parties to jointly acquire, hold, and dispose of any real or personal property pursuant to this Agreement.

5. **Cooperation.** The parties agree to execute and deliver all documents, provide all information, and take or forebear from such action as may be necessary or appropriate to achieve the purposes of this Agreement, and the parties hereto shall further perform the applicable provisions of this Agreement in good faith and with due diligence and in cooperation with the other party. The parties shall refrain from taking any action that is inconsistent with the terms hereof.

6. **Effective Date.** This Agreement shall not be effective before the occurrence of the latter of the separate approving actions by Gretna's governing body are taken, which approvals shall include all actions of Gretna prior to such date taken in reliance upon and in accordance with the terms of this Agreement, and Gretna shall furnish to the Agency a certified copy of the resolution of its governing body. This Agreement shall be in full force and effect as of the date of execution hereof by the last of the parties hereto and shall continue until terminated by mutual agreement of the parties hereto.

7. **Miscellaneous.** This Agreement may be modified only by written amendment, duly executed by authorized representatives of the parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Every amendment shall specify the date on which its provisions shall be effective. This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof except as provided herein. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect. All covenants, stipulations and agreements in this Agreement shall inure to the benefit of the parties hereto and extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

This Agreement by the parties hereto is expressed by the approval in open meeting by the Agency and Gretna, and the following execution by their respective authorized representatives.

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IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

Signed by the Sarpy County and Cities Wastewater Agency this 26th day of June, 2019.

SARPY COUNTY AND CITIES
WASTEWATER AGENCY,
A Political Subdivision

By _____
Chairperson, Agency Board

ATTEST:

Lisa A. Haine
Secretary, Agency Board

IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

Signed by the City of Gretna this _____ day of _____, 2019.

ATTEST:

CITY OF GRETNNA, a Nebraska
Municipal Corporation

Tammy L. Tisdall, City Clerk, CMC

James W. Timmerman, Mayor

CITY SEAL

EXHIBIT A TO GRETNNA SEWER INTERLOCAL AGREEMENT

Agency's Jurisdiction and Gretna's Sewer Service Area

[Attached]

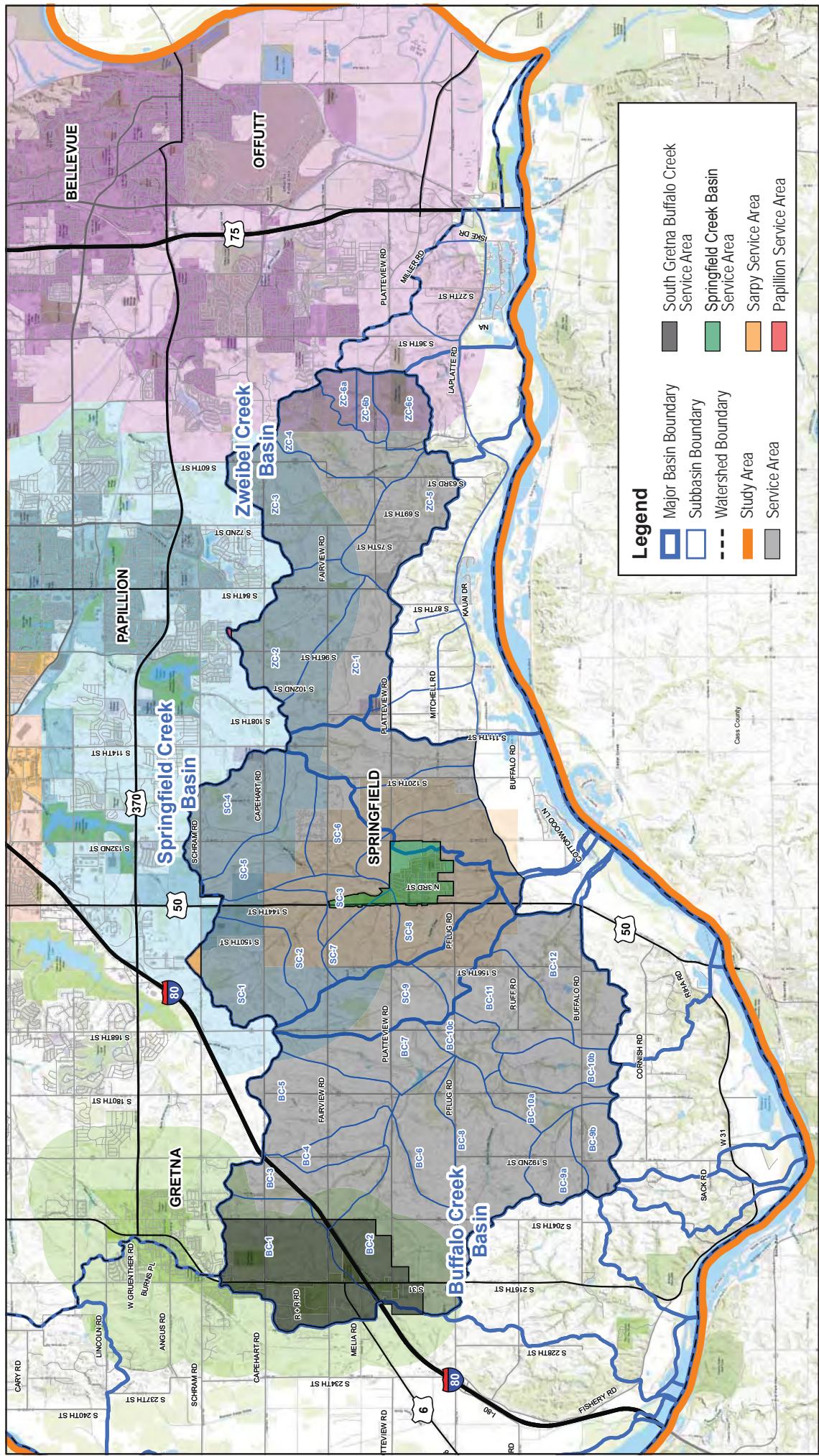


EXHIBIT A

Gretta Sewer Interlocal

Gretna Sewer Interlocal

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June 2019

EXHIBIT C

Springfield Sewer Interlocal

[Attached]

INTERLOCAL AGREEMENT FOR THE OPERATION OF THE SPRINGFIELD SEWER SYSTEM LOCATED IN THE AGENCY'S JURISDICTION

THIS INTERLOCAL AGREEMENT FOR THE OPERATION OF THE SPRINGFIELD SEWER SYSTEM LOCATED IN THE AGENCY'S JURISDICTION ("Agreement") is made by and between the Sarpy County and Cities Wastewater Agency (the "Agency") and the City of Springfield, Nebraska ("Springfield"). Capitalized terms used herein shall have the same meaning as defined in the Formation Interlocal (as defined below), unless otherwise specified herein.

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

WHEREAS, the Agency was created as a separate body corporate and politic by the County and the Cities pursuant to that certain Interlocal Agreement Creating the Sarpy County and Cities Wastewater Agency dated September 19, 2017 (as amended, the "Formation Interlocal"), by the authority granted under the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. 13-801, *et seq.* (the "Act");

WHEREAS, pursuant to Sections V(A)(11) and VII of the Formation Interlocal, the Agency, with the approval of the Agency Board and the affected Agency Member(s), has the power and authority to establish the area over which the Agency has sole jurisdiction to authorize, design, construct, and control the Unified SSWS to the exclusion of all other sewer systems (the "Agency's Jurisdiction");

WHEREAS, pursuant to Section VII(A) of the Formation Interlocal, in no event, however, will the Agency have jurisdiction over each Member's individual corporate limits, extra-territorial zoning jurisdiction, designated wastewater service area, or areas that lie within a Member's "area of future growth and development" under maps adopted under the County Industrial Sewer Construction Act unless the individual governing body of each Member having any jurisdiction within such areas approves of such areas being within the Agency's Jurisdiction;

WHEREAS, pursuant to Section VII(D) of the Formation Interlocal, however, any wastewater treatment facilities, sewer systems, sewer lines, or related appurtenances constructed or approved by an individual Member's governing body prior to the establishment of the Agency's Jurisdiction which subsequently fall within the area of the Agency's Jurisdiction (hereinafter, an "Existing Sewer System"), shall not be subject to the Agency's Jurisdiction so long as no connection to an Agency sewer system is proposed; however, in the event a Member seeks to connect its Existing Sewer System to the Unified SSWS, such connection may be permitted subject to Agency engineering review and approval, conformity with all applicable rules and regulations, including the Master Plan, payment of all applicable connection fees, and an approved wastewater service and connection agreement with the Agency;

WHEREAS, pursuant to Agency Resolution No. 2019-004, the Agency approved and established the Agency's Jurisdiction over the area depicted as the "Service Area" on the map attached hereto as **Exhibit A**, subject to (a) the subsequent approvals of the Members having

jurisdiction within such area, (b) the terms of this Agreement, and (c) the terms of the Gretna Sewer Interlocal (as defined in said Resolution);

WHEREAS, Springfield currently owns, operates, maintains, designs, constructs, extends and collects revenue from its own Existing Sewer System (the “Springfield Sewer System”) located in the area depicted as the “Springfield Creek Basin Service Area” on the map attached hereto as **Exhibit A** (the “Springfield Sewer Service Area”);

WHEREAS, the Springfield Sewer Service Area lies within a portion of the proposed Agency’s Jurisdiction;

WHEREAS, the Agency currently has no sewer service infrastructure that serves the Springfield Sewer Service Area;

WHEREAS, subject to the terms of this Agreement, Springfield agrees to acknowledge and approve the proposed Agency’s Jurisdiction, and the Agency agrees that Springfield shall continue to own, operate, maintain, design, construct, extend and collect revenue from (collectively, “Operate” or “Operating”) the Springfield Sewer System within the Springfield Sewer Service Area until such time as the Springfield Sewer System connects to and is incorporated into the Unified SSWS; and

WHEREAS, the parties hereto have determined that it is in their respective best interests to enter into this Agreement.

IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. **Acknowledgement of the Agency’s Jurisdiction**. Except to the extent set forth in Section 2 below, in accordance with Section VII(A) of the Formation Interlocal, Springfield hereby agrees to approve and acknowledge the Agency’s Jurisdiction over the areas depicted on **Exhibit A** attached hereto. Springfield agrees not to oppose any effort by the Agency to establish the Agency’s Jurisdiction over the areas shown on Exhibit A attached hereto in accordance with the terms of the Formation Interlocal including, but not limited to, Section VII(A) thereof.

2. **Acknowledgement of Springfield’s Sewer Service Area**. Upon the establishment of the Agency’s Jurisdiction pursuant to Section VII(A) of the Formation Interlocal, and in accordance with Sections VII(B) and VII(D) of the Formation Interlocal, the parties acknowledge and agree that:

a) Springfield shall Operate the Springfield Sewer System located within the Springfield Sewer Service Area, notwithstanding that such system is located within the Agency’s Jurisdiction.

b) The Springfield Sewer System will not be incorporated into the Unified SSWS except (i) in accordance with Sections VII(A) and VII(D) of the Formation Interlocal, and (ii) pursuant to the terms of a separate written agreement that must be entered into by Springfield and the Agency setting forth the manner in which the Springfield Sewer System will be incorporated into the Unified SSWS. Said separate

written agreement is expected to incorporate, along with such other matters that may be agreed to by the parties, the following provisions:

- i. so long as Springfield has been a Member of the Agency from Agency inception until the time the Springfield Sewer System is connected to the Unified SSWS, Springfield shall pay no fees, costs, charges, or connection charges of any kind to the Agency in order for such portion of Springfield's Sewer System to be incorporated into the Unified SSWS but only to the extent the non-payment of such fees, costs, charges, or connection charges is consistent with applicable Agency policies then in effect and the other Members of the Agency are likewise not obligated to pay similar fees, costs, charges, or connection charges in order to connect their respective sewer systems into the Unified SSWS;
- ii. the Agency and Springfield shall have agreed on the acquisition by the Agency of certain Springfield Sewer System assets owned by Springfield in Springfield Sewer Service Area;
- iii. from and after the date the Agency provides service to the Springfield Sewer Service Area, the Agency will collect the connection fees and Springfield will pay the Agency a wholesale rate for sewer service provided by the Agency in the Springfield Sewer Service Area;
- iv. Springfield is expected to conduct the retail/customer billing for retail customers in the Springfield Sewer Service Area;
- v. Springfield will continue to Operate the non-trunk line components of the Springfield Sewer System in the Springfield Sewer Service Area; and
- vi. the manner and method of collection and payment of usage and connection fees.

c) Until Springfield and the Agency enter into such written agreement and the Springfield Sewer System is connected to the Unified SSWS, Springfield shall be (i) solely responsible for Operating the Springfield Sewer System, (ii) entitled to receive all connection and usage fees and other revenues generated from the Springfield Sewer System, and (iii) permitted to provide wastewater services to other developments immediately adjacent to the Springfield Sewer Service Area so long as (A) Springfield does not expand its current treatment plant capacity to serve such developments, and (B) such new developments occur in the manner consistent with the Growth Management Plan (as defined in Section 4 below).

d) In the event that the Agency dissolves in accordance with the Formation Interlocal or pursuant to applicable Nebraska law, as of the effective date of such dissolution, this Agreement shall automatically terminate and be of no further force and effect.

3. **Springfield Maintenance Obligations and Legal Compliance.** So long as the Springfield Sewer System is located within the Agency's Jurisdiction, Springfield shall operate, keep and maintain all portions of the Springfield Sewer System, including the plant(s), lift and collection system(s), force mains, pipes, trunks, conveyance lines and all other improvements, equipment, systems and appurtenances incidental thereto, (a) in good working condition and repair, and (b) in compliance with all applicable state, federal, and local laws, rules and regulations and promptly pay and discharge any and all related permitting fees, costs and related expenses including, but not limited to, any fines and penalties assessed by applicable governmental authorities, and all debt service and other financial obligations applicable to the Springfield Sewer System.

4. **Extended Service Area.** Springfield and the Agency are currently negotiating a new subdivision agreement ("Subdivision Agreement") with a developer for a new development ("Proposed Development") located within both Springfield's extra-territorial zoning jurisdiction and the Agency's Jurisdiction. The Proposed Development is currently located in the "URZ" growth zone, as defined in the Agency's Growth Management Plan adopted and approved by the Agency pursuant to Resolution No. 2019-004 ("Growth Management Plan"). Upon the effective date of the Subdivision Agreement, (a) the area designated as "UDZ by Agreement" on **Exhibit B** attached hereto shall be designated as part of the Urban Development Zone (UDZ) under the Growth Management Plan, and (b) at the next Agency Board meeting following the effective date of the Subdivision Agreement, the Agency Board shall adopt a resolution amending the Growth Management Plan to modify the UDZ to specifically include such area as part of the UDZ.

5. **Interlocal Cooperation Act.** This Agreement is entered into between the parties pursuant to the Act. The parties agree:

- a) This Agreement does not establish any separate legal or administrative entity.
- b) Once this Agreement becomes effective as set forth in Section 7 below, this Agreement shall continue in full force and effect until either a separate written agreement is entered into by Springfield and the Agency pursuant to Section 2 above or until both the Agency and Springfield agree in writing otherwise; provided, however, the parties may not terminate this Agreement to the extent prohibited pursuant to any future agreement(s) with an operator of the Unified SSWS and/or any third-party lender or financier for the construction, operation, maintenance and financing of the Unified SSWS.
- c) The purpose hereof is to allow the parties to recognize the Agency's Jurisdiction without impairing Springfield's ability to Operate the Springfield Sewer System in the Springfield Sewer Service Area until such time (i) as the Unified SSWS serves the Springfield Sewer Service Area and (ii) there is a separate written agreement between Springfield and the Agency setting forth the manner in which the portion of the Springfield Sewer System which is located in the Agency's Jurisdiction will be incorporated into the Unified SSWS.

d) No separate financing is necessary for the implementation of this Agreement.

e) Termination of this Agreement other than as herein expressly provided for and any modification of the terms hereof shall require the mutual agreement of the parties as evidenced by formal resolution of their respective governing bodies or by written agreement of their respective designees as appointed by formal resolution.

f) Any cooperative effort that is needed will be administered by the respective designees of each party. There will be no need for the parties to jointly acquire, hold, and dispose of any real or personal property pursuant to this Agreement.

6. **Cooperation.** The parties agree to execute and deliver all documents, provide all information, and take or forebear from such action as may be necessary or appropriate to achieve the purposes of this Agreement, and the parties hereto shall further perform the applicable provisions of this Agreement in good faith and with due diligence and in cooperation with the other party. The parties shall refrain from taking any action that is inconsistent with the terms hereof.

7. **Effective Date.** This Agreement shall not be effective before the occurrence of the latter of the separate approving actions by Springfield's governing body are taken, which approvals shall include all actions of Springfield prior to such date taken in reliance upon and in accordance with the terms of this Agreement, and Springfield shall furnish to the Agency a certified copy of the resolution of its governing body. This Agreement shall be in full force and effect as of the date of execution hereof by the last of the parties hereto and shall continue until terminated by mutual agreement of the parties hereto.

8. **Miscellaneous.** This Agreement may be modified only by written amendment, duly executed by authorized representatives of the parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Every amendment shall specify the date on which its provisions shall be effective. This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof except as provided herein. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect. All covenants, stipulations and agreements in this Agreement shall inure to the benefit of the parties hereto and extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

This Agreement by the parties hereto is expressed by the approval in open meeting by the Agency and Springfield, and the following execution by their respective authorized representatives.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

Signed by the Sarpy County and Cities Wastewater Agency this 26th day of June, 2019.

SARPY COUNTY AND CITIES
WASTEWATER AGENCY,
A Political Subdivision

By _____
Chairperson, Agency Board

ATTEST:

Lisa A. Haine
Secretary, Agency Board

IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

Signed by the City of Springfield this _____ day of _____, 2019.

ATTEST:

CITY OF SPRINGFIELD, a Nebraska
Municipal Corporation

Kathleen R. Gottsch, City Clerk, CMC

Robert Roseland, Mayor

CITY SEAL

EXHIBIT A

Agency's Jurisdiction and Springfield's Sewer Service Area

[Attached]

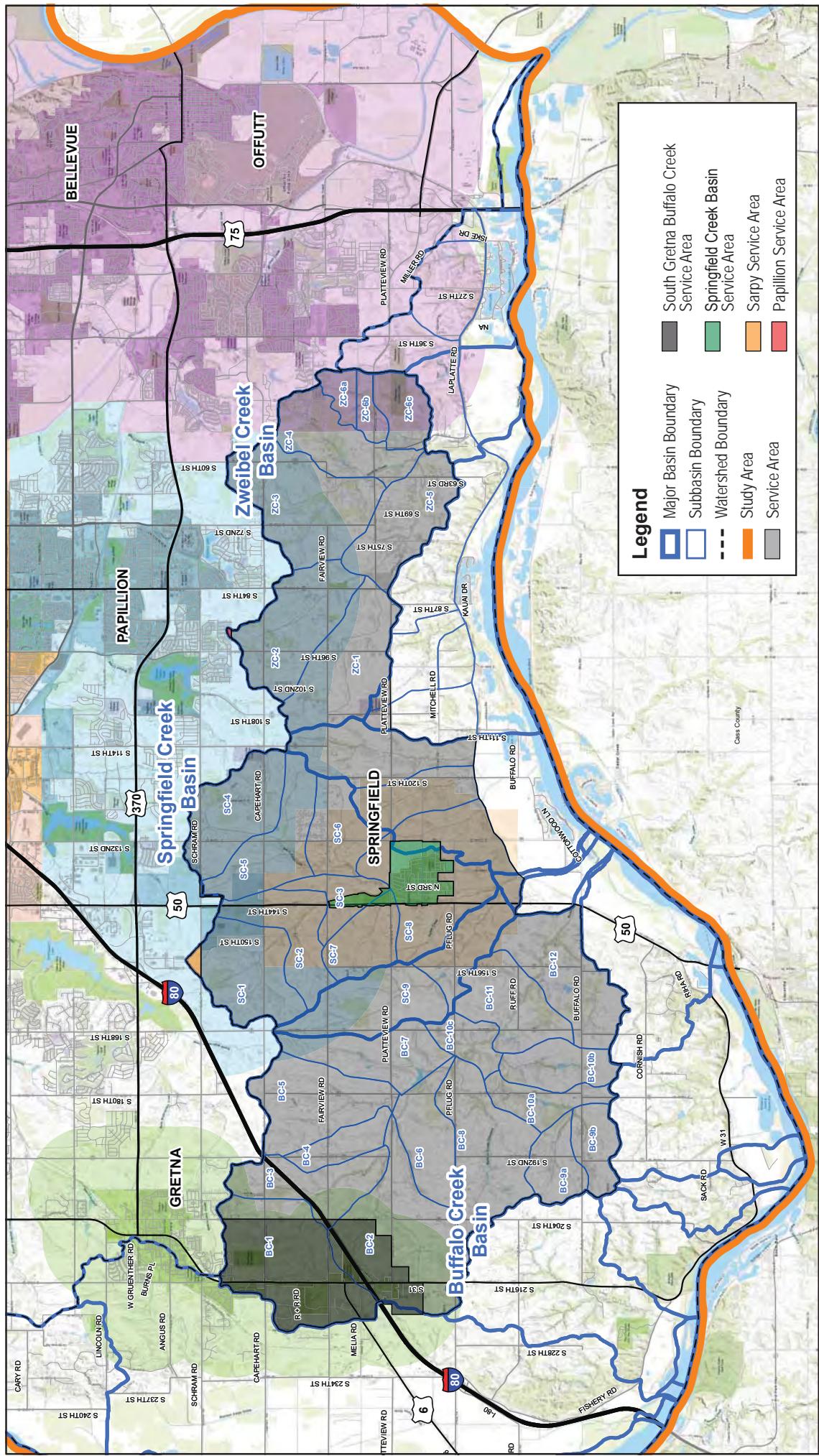


EXHIBIT A

Springfield Sewer Interlocal

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June 2019

EXHIBIT B

UDZ by Agreement Area

[Attached]

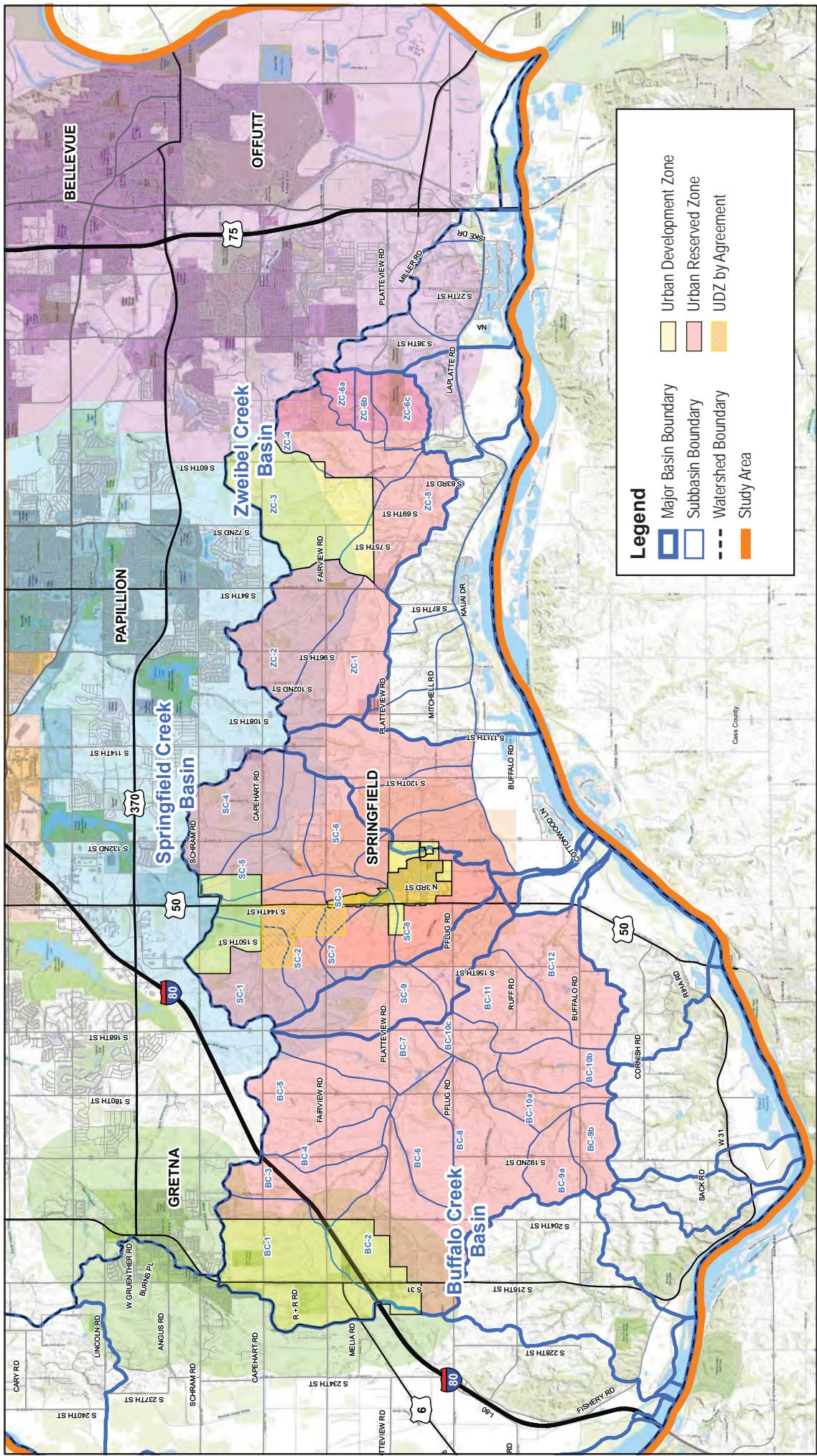


EXHIBIT B

Springfield Sewer Interlocal

June 2019

Urban Zoning

DATE

DATE

DATE

EXHIBIT D

Growth Management Plan

[Attached]

Overview

This Growth Management Plan (the “Plan”) provides an overall framework for the suburban/ urban development of a portion of southern Sarpy County (the “County”) to be served by a unified sanitary sewer system owned and operated under the auspices of the Sarpy County and Cities Wastewater Agency (the “System”). The Plan identifies areas intended to be served by the System as well as growth zones intended to manage development in phases.

The Agency and its individual Members agree that the System’s design, phasing and operation are intended to achieve the following objectives:

- Enable future development while limiting it to areas that can be served by sanitary wastewater facilities and other necessary public infrastructure, facilities and services.
- Encourage economic development in the County through targeted public infrastructure development.
- Provide support for the Future Land Use plans and related infrastructure and service plans of each Agency Member.
- Consider market demand while providing predictability for private investment.
- Support projects that provide County-wide benefit.
- Reflect holistic public infrastructure, facility and service needs and impacts.
- Ensure that those who benefit from the System contribute to its development, operation and maintenance.

To achieve these objectives, the Agency and its Members intend to adopt this Plan and, separately, the policies and procedures required to implement it. The Agency may periodically update this Plan, the Growth Zones (as defined below) and the implementing policies and procedures.

Growth Management Area

The Service Area map (Figure 1) depicts the “Service Area” covered by the Growth Management Plan. Land within this area (the “Growth Management Area”) is intended to be developed to a suburban/urban density, defined as development that requires municipal water and sanitary sewer service. Land outside of the Growth Management Area and outside of the Papillion Creek Watershed is restricted to lower-density development that can be accommodated through individual or small-scale well and septic systems.

Growth Zones

The Growth Management Area comprises two “Growth Zones” that manage where and how new development occurs within the Growth Management Area: (1) the Urban Reserve Zone (“URZ”), which limits growth in areas not currently served with sanitary sewer and other public utilities but which can be served in the future; and (2) the Urban Development Zone (“UDZ”), which provides opportunity for immediate investment and development and which best supports urban and suburban-scale densities with corresponding infrastructure extensions.

The URZ's purpose is to ensure that sufficient land is available to accommodate projected demand for future urban development. Further, given the cost of the infrastructure needed to support such development, it is critical that enough land is reserved within the URZ to accommodate the density of development needed to pay for the sewers, streets, utilities and other infrastructure required to serve the new urban development. As urban scale infrastructure (sanitary sewer, roads, etc.) becomes available on the periphery of the URZ, the Agency should assess the phased transition of watersheds to the UDZ.

The Growth Zone map (Figure 2) depicts the boundaries of each Growth Zone. Boundary adjustments will be made in accordance with policies and procedures set forth by the Agency and will support the Agency's objective of ensuring any development occurring within the URZ is consistent with infrastructure development plans and availability within the UDZ. Criteria considered by the Agency in evaluating boundary adjustment requests to include portions of the URZ in the UDZ may include:

- Will the property in question be served by sanitary interceptor sewers and other infrastructure necessary to support urban-scale development?
- Can the property be served by industry-standard depth gravity flow to an existing municipal sanitary sewer line in the UDZ?
- Is there a factual error in the delineation of the URZ boundary?

If a boundary adjustment request meets one or more of the criteria set forth above, the Agency should consider adjusting the URZ boundary to incorporate the property in question into the UDZ and update the Growth Zone map accordingly.

This Growth Management Plan does not supersede each Member's planning approval jurisdiction.

FIGURE 1 TO GROWTH MANAGEMENT PLAN

[Attached]

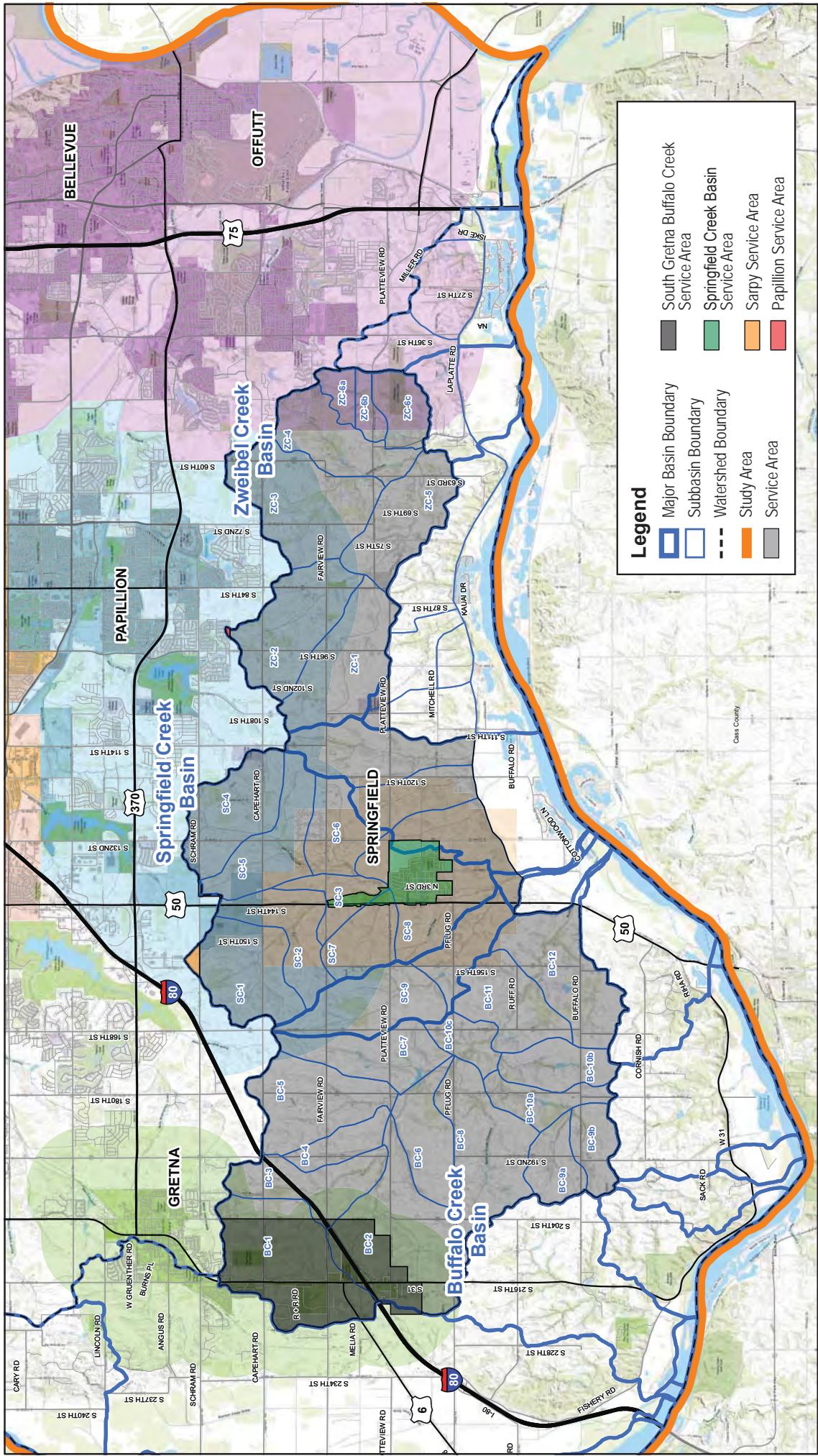


FIGURE 1
Growth Management Plan

June 2019
FIGURE
Service Area



HDR

FIGURE 2 TO GROWTH MANAGEMENT PLAN

[Attached]

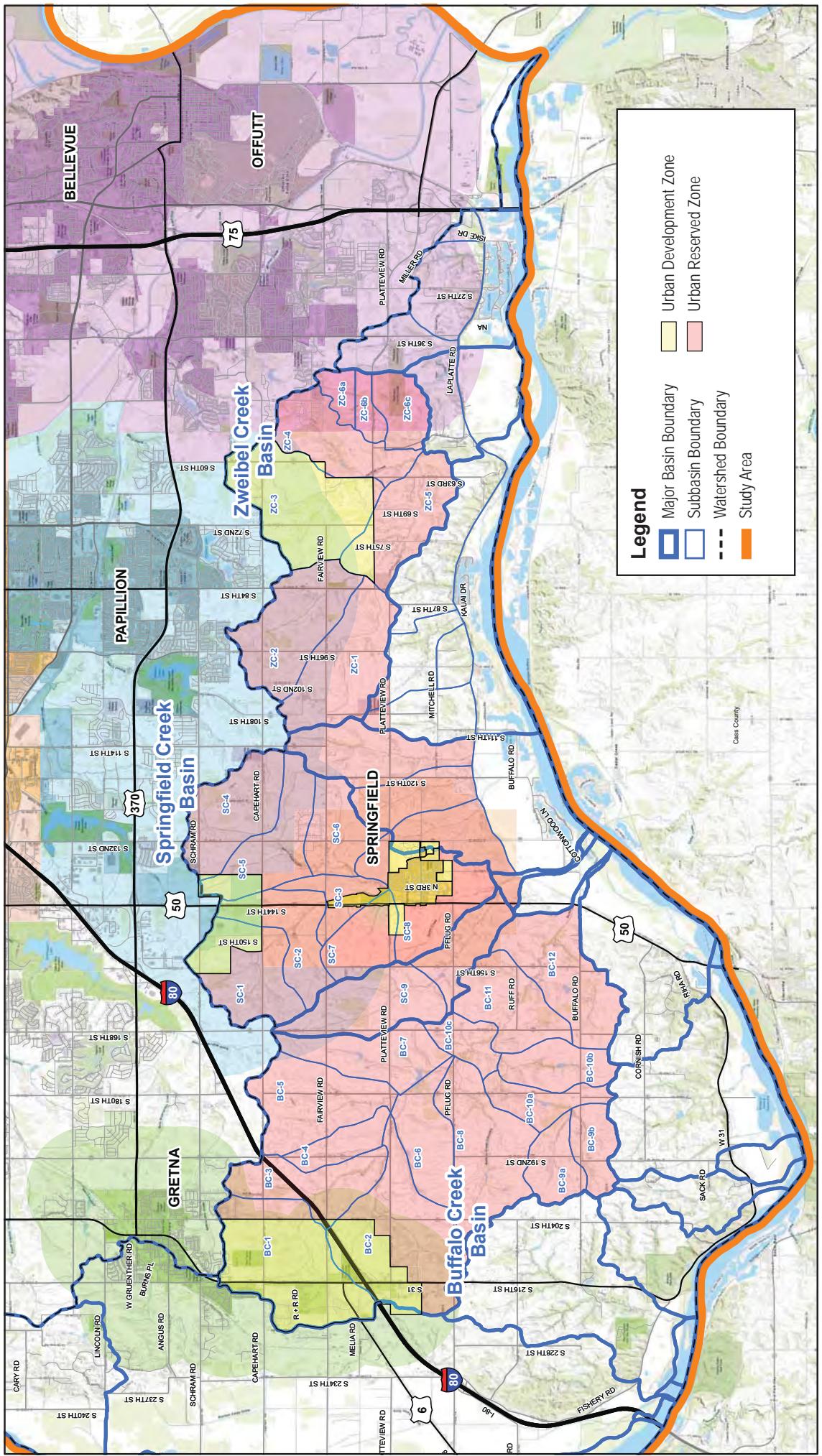


FIGURE 2

Growth Management Plan

Growth Management Plan

June 2019

FIGURE

Urban Zoning

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