

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
DECEMBER 20, 2022 AGENDA

Subject:	Type:	Submitted By:
MEMORANDUM OF UNDERSTANDING – GRADING & CONSTRUCTION PERMITS (SOUTHERN SARPY WATERSHED)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared to approve the execution of Memorandum Of Understanding (MOU) for Grading and Construction Permits within Southern Sarpy Watershed.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

The City of La Vista is a party to an Interlocal Cooperation Agreement between Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna, which formed the Sarpy County and Cities Wastewater Agency (the “Agency”).

Sarpy County, Bellevue, Gretna, Papillion, Springfield, and the Papio-Missouri River Natural Resources District are also members of the Southern Sarpy Watershed Partnership. The Southern Sarpy Watershed Partnership was formed, in part, to enact and implement common standards for development over portions of southern Sarpy County that drains into the Platte River including, but not limited to, the standardization of the construction development rules and regulations to reduce liability to landowners from flooding and erosion problems and to reduce sediment runoff during construction.

The Agency intends to construct the Unified SSWS which will affect land in the Watershed located within the zoning and planning jurisdictions of Sarpy County, Gretna, Papillion, Springfield and Bellevue. For the sake of efficient permit enforcement and compliance, and potential cost savings related to the same, rather than each member having jurisdiction over the land on which the Unified SSWS will be constructed issue separate permits, the Agency Members desire to designate the County issuer of any and all grading and other construction permits required by the Southern Sarpy Watershed Partnership and necessary for the current and future construction phases of the Unified SSWS.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING FOR GRADING AND CONSTRUCTION PERMITS WITHIN SOUTHERN SARPY WATERSHED.

WHEREAS, the City desires to enter into a Memorandum of Understanding for grading and construction permits within Southern Sarpy Watershed; and

WHEREAS, the Memorandum of Understanding will, for the sake of efficient permit enforcement and compliance designate Sarpy County as the issuer of any and all grading and other construction permits required by the Southern Sarpy Watershed Partnership and necessary for the current and future construction phases of the Unified SSWS; and

WHEREAS, the Memorandum of Understanding shall automatically terminate upon the completion of construction of the Unified SSWS;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, hereby authorize the Mayor to execute a Memorandum of Understanding for grading and construction permits within Southern Sarpy Watershed.

PASSED AND APPROVED THIS 20TH DAY OF DECEMBER 2022.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

**MEMORANDUM OF UNDERSTANDING REGARDING GRADING AND
CONSTRUCTION PERMITS FOR WORK WITHIN SOUTHERN SARPY
WATERSHED**

THIS MEMORANDUM OF UNDERSTANDING (this “MOU”) is entered into as of the Effective Date (as defined in paragraph 6 below) by and between the Sarpy County and Cities Wastewater Agency (the “Agency”), and the County of Sarpy, Nebraska (the “County”) and the following cities (collectively, the “Cities”): the City of Papillion, Nebraska (“Papillion”), the City of Bellevue, Nebraska (“Bellevue”), the City of Springfield, Nebraska (“Springfield”), the City of Gretna, Nebraska (“Gretna”), and the City of La Vista, Nebraska (“La Vista”). Capitalized terms used herein shall have the same meaning as defined in the Formation Interlocal (as defined below), unless otherwise specified herein.

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;

WHEREAS, the County and the Cities are Members of the Agency;

WHEREAS, the County, Bellevue, Gretna, Papillion, Springfield, and the Papio-Missouri River Natural Resources District are members of the Southern Sarpy Watershed Partnership (the “Southern Sarpy Watershed Partnership”);

WHEREAS, the Southern Sarpy Watershed Partnership was formed, in part, to enact and implement common standards for development over portions of southern Sarpy County that drains into the Platte River (the “Watershed”) including, but not limited to, the standardization of the construction development rules and regulations to reduce liability to landowners from flooding and erosion problems and to reduce sediment runoff during construction;

WHEREAS, the Agency intends to construct the Unified SSWS which will affect land in the Watershed located within the zoning and planning jurisdictions of the County, Gretna, Papillion, Springfield and Bellevue;

WHEREAS, in accordance with applicable plans, programs and policies adopted by the Southern Sarpy Watershed Partnership, partnership members are responsible for administering and issuing grading and other construction permits for construction work on land in the Watershed that are located within their respective zoning jurisdictions;

WHEREAS, for the sake of efficient permit enforcement and compliance, and potential cost savings related to the same, rather than each Member having jurisdiction over the land on which the Unified SSWS will be constructed issue separate permits, the Agency Members desire to designate the County issuer of any and all grading and other construction permits required by the Southern Sarpy Watershed Partnership and necessary for the current and future construction phases of the Unified SSWS;

WHEREAS, Section V.A.27 of the Formation Interlocal (as amended by the Third Amendment to the Formation Interlocal) authorizes the Agency to:

“Apply for, hold, maintain, enforce and be the responsible party for, and to enter into any agreements with Members or other political subdivisions concerning any and all permits, licenses, approvals and authorizations issued or given by any federal, state, county and local government agencies, districts, departments, boards, partnerships, and other political subdivisions necessary for or related to the construction, inspection, ownership, operation and maintenance of the Unified SSWS in accordance with this Agreement including, but not limited to, grading and other construction permits issued by the applicable political subdivisions having authority over such matters.”

WHEREAS, the purpose of this MOU is to memorialize the Agency’s and the Members’ intent for the Agency to apply for and hold, and for the County to issue and enforce, any and all grading and other construction permits necessary for the construction of the Unified SSWS within the Watershed even though the construction work subject to said permits will cover the respective zoning jurisdictions of the County, Gretna, Papillion, Springfield and Bellevue.

In furtherance of the foregoing, the parties hereto consent and agree to the following:

1. **Grading and Other Construction Permits.** The Members consent to the Agency applying for and holding any and all necessary grading and other construction permits for all phases of the Unified SSWS that are subject to the Southern Sarpy Watershed Partnership’s policies. The Members further consent to the County issuing and enforcing such grading and other construction permits, even though the construction work subject to said permits will cross the zoning jurisdictions of the County, Gretna, Papillion, Springfield and Bellevue. The Agency shall be responsible for paying for any and all fees and costs related to the issuance of such grading and other construction permits required by the County.

2. **Permit Enforcement.** Even though such grading and construction permits issued by the County to the Agency under paragraph 1 above affect construction activity covering land in multiple Member jurisdictions, the parties acknowledge, agree and consent to the County enforcing such permits in accordance with their terms across such jurisdictional boundaries. The Agency and the parties hereto agree to cooperate with the County in connection with such enforcement measures. The Agency Project Engineer shall be responsible for supervising the construction in accordance with such grading and other construction permits issued in accordance with this Agreement.

3. **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 MOU, and the parties hereto shall further perform the applicable provisions of this MOU in good faith and with due diligence and in cooperation with the other parties. The parties shall refrain from taking any action that is inconsistent with the terms hereof.

4. **Application.** The terms of this MOU shall only apply to the grading and other construction permits issued or approved by the County under this Agreement with respect to the Agency's current and future construction phases of the Unified SSWs.

5. **Term.** This MOU shall automatically terminate upon the completion of construction of the Unified SSWs.

6. **Effective Date.** This MOU shall be subject to approval of the governing bodies of all the parties, and each party shall each furnish to the other parties a certified copy of the resolution of its respective governing body. This MOU shall be in full force and effect as of the date of execution hereof by the last of the parties hereto (such last date, the "Effective Date").

7. **Miscellaneous.** This MOU may be modified only by written amendment, approved by the governing bodies of all parties and duly executed by authorized representatives of the parties. Every amendment shall specify the date on which its provisions shall be effective, and if an effective date is not specified, the amendment shall be effective on the last date that the amendment is executed by a party. This MOU contains the entire agreement of the parties. No representations were made or relied upon by any party other than those that are expressly set forth herein. No agent, employee or other representative of any party is empowered to alter any of the terms hereof except as provided herein. If any provision of this MOU is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this MOU will remain in full force and effect. All covenants, stipulations and agreements in this MOU 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.

The recitals at the beginning of this MOU are incorporated herein by this reference.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

Signed by the Sarpy County and Cities Wastewater Agency this 16th day of November, 2022.

SARPY COUNTY AND CITIES
WASTEWATER AGENCY,
A Political Subdivision



By David R. Kelly
Chairperson, Agency Board

ATTEST:

lisa A. Haine
Secretary, Agency Board

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

Signed by Sarpy County this _____ day of _____, 2022.

SARPY COUNTY, NEBRASKA,
A Political Subdivision

By _____
Chairperson, Board of Commissioners

Attest:

Sarpy County Clerk

Approved as to form:

Sarpy County Attorney

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

Signed by the City of Bellevue this _____ day of _____, 2022.

ATTEST:

CITY OF BELLEVUE, a Nebraska
Municipal Corporation

Sabrina Ohnmacht, City Clerk

Rusty Hike, Mayor

CITY SEAL

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

Signed by the City of Papillion this _____ day of _____, 2022.

ATTEST:

CITY OF PAPILLION, a Nebraska
Municipal Corporation

Nicole Brown, City Clerk

David P. Black, Mayor

CITY SEAL

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

Signed by the City of La Vista this _____ day of _____, 2022.

ATTEST:

CITY OF LA VISTA, a Nebraska
Municipal Corporation

Pamela A. Buethe, City Clerk

Douglas Kindig, Mayor

CITY SEAL

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

Signed by the City of Springfield this _____ day of _____, 2022.

ATTEST:

CITY OF SPRINGFIELD, a Nebraska
Municipal Corporation

Kathleen Gottsch,
City Administrator/City Clerk

Robert Roseland, Mayor

CITY SEAL

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

Signed by the City of Springfield this _____ day of _____, 2022.

ATTEST:

CITY OF GRETNA, a Nebraska
Municipal Corporation

Tammy L. Tisdall, City Clerk,

Mike Evans, Mayor

CITY SEAL