

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**JUNE 7, 2011 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
SID 82 PARTIAL ANNEXATION, CITY OF LA VISTA, CITY OF PAPILLION & SID 82 INTERLOCAL AGREEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

**SYNOPSIS**

A resolution has been prepared authorizing the Mayor to execute an Interlocal Agreement with the City of Papillion and Sanitary & Improvement District No. 82 of Sarpy County (SID 82) concerning the division of assets, liabilities, maintenance and other obligations of SID 82 and to set forth the change in boundaries of SID 82 as a result of the annexation of a portion of SID 82 by the City of La Vista.

**FISCAL IMPACT**

The fiscal impacts were set forth in the Annexation Plan dated January 10, 2011 and are further addressed in the proposed Agreement for expenditures by SID 82 subsequent to the preparation of the Annexation Plan.

**RECOMMENDATION**

Approval

**BACKGROUND**

The City Council approved Ordinance No. 1139 on final reading at the April 19, 2011 Council Meeting to annex that portion of SID 82 lying within the extra-territorial zoning jurisdiction of the City of La Vista. The remaining portion of SID 82 lies within the extra-territorial zoning jurisdiction of the City of Papillion. The City of La Vista is annexing substantially all of the taxable valuation of SID 82 and therefore proposes to acquire all of the funds of SID 82 and all of the assets, liabilities, public utilities, rights of way, easements and other property interests of SID 82 located within the Annexed Area. Nearly all of the public infrastructure constructed by SID 82 lies within the Annexed Area, except that an outfall sanitary sewer lays south of Portal Road to connect to the City of Omaha interceptor sewer. The proposed Interlocal Agreement provides for the City of Papillion to operate and maintain the outfall sanitary sewer south of Portal Road and acknowledges the right of the City of La Vista to continue to use this sewer.

This Interlocal Agreement shall have no force and effect until approved by the District Court of Sarpy County.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF PAPILLION AND SANITARY & IMPROVEMENT DISTRICT NO. 82 (SID 82) CONCERNING THE PARTIAL ANNEXATION OF SID 82 BY THE CITY OF LA VISTA

WHEREAS, the City Council of the City of La Vista has determined that an Interlocal Agreement with the City of Papillion and SID 82 is necessary; and

WHEREAS, the Interlocal Agreement sets forth the division of assets, liabilities, maintenance and other obligations of SID 82; and

WHEREAS, the Interlocal Agreement sets forth the change in boundaries of SID 82 as a result of the annexation of a portion of SID 82 by the City of La Vista April 19, 2011; and

WHEREAS the annexation of a portion of SID 82 by the City of La Vista includes substantially all of the taxable valuation of SID 82; and

WHEREAS the City of Papillion will operate and maintain the outfall sanitary sewer south of Portal Road in the area of SID 82 not annexed by the City of La Vista; and

WHEREAS the City of Papillion acknowledges the right of the City of La Vista to continue to use this sewer;

NOW, THEREFORE, BE IT RESOLVED, that an Interlocal Agreement with the City of Papillion and Sanitary & Improvement District No. 82 (SID 82) concerning the partial annexation of SID 82 by the City of La Vista is approved and that the Mayor and City Clerk be and hereby are, authorized to execute same on behalf of the City with such revisions or amendments thereto that the City Administrator and City Attorney may determine necessary to carry out the intent of the City Council.

PASSED AND APPROVED THIS 7TH DAY OF JUNE, 2011.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

## AGREEMENT

This Agreement is made and entered into by and between The City of LaVista, Nebraska (hereinafter referred to as the "City"), The City of Papillion, Nebraska (hereinafter referred to as "Papillion"), and Sanitary and Improvement District No. 82 of Sarpy County, Nebraska (hereinafter referred to as the "District" or "SID 82").

### PRELIMINARY STATEMENT

SID 82 comprises the area set forth in Exhibit "A" attached hereto. On April 19, 2011, the City duly passed and approved Ordinance No. 1139 (the "Annexation Ordinance") annexing that portion of the District north of Portal Road which is shown on Exhibit "B" attached hereto (the "Annexed Area"). As a result of this partial annexation by the City, the City and SID 82 are entering into this Agreement pursuant to Section 31-766 of the Nebraska Revised Statutes to agree between themselves as to the division of assets, liabilities, maintenance and other obligations of SID 82, and to set forth the change in the boundaries of SID 82 so as to exclude the portion proposed to be annexed by the City. Papillion is a party to this Agreement with respect to certain assets and liabilities of the non-annexed portion of SID 82 as set forth in paragraph 7 below.

NOW, THEREFORE, in consideration of the covenants herein set forth, the parties do hereby agree and contract with each other as follows:

1. No Administrative Entity. There shall be no separate legal or administrative entity created to administer this Agreement and, therefore, no separate budget established for such an entity.

2. Equitable Distribution. The City and SID 82 hereby agree the division of assets, liabilities, maintenance, and other obligations of SID 82 set forth in this Agreement is equitable, proportionate to the valuation of the portion of SID 82 annexed and to the valuation of the portion of SID 82 remaining following annexation and, to the greatest extent feasible, reflects the actual impact of the annexation on the ability of SID 82 to perform its duties and responsibilities within its new boundaries following the annexation.

3. Representation of Liabilities. SID 82 hereby represents the following are all of the obligations and liabilities of SID 82, whether fixed or contingent, as of the date of this Agreement (collectively, the "SID Liabilities"):

(a) Current accounts payable and reasonable fees and costs to be incurred with respect to the division of assets and liabilities and dissolution of SID 82, from the date of this Agreement (not including those invoices previously approved for payment by SID 82), in a total amount not to exceed \$17,500;

(b) Principal due on outstanding bonds in the amount of \$75,000;

(c) Accrued interest due on bonds in an amount not to exceed \$5,000; and

(d) Construction Contract between the District and Navarro Enterprise Construction, Inc., for street repairs in the amount of \$23,032.50 (the "Street Repairs"), as approved by the City in Resolution No. 11-038.

4. Assets, Liabilities, Maintenance and Other Obligations of the District. The City and SID 82 agree that since the City is annexing substantially all of the taxable valuation of SID 82, the City shall acquire (a) all of the funds of District in the District's construction/bond fund and general fund held by the Sarpy County Treasurer as of the date of the annexation; (b) all of the assets, public utilities, right of way, easements, and other property and property interests of SID 82 located within the Annexed Area, including, but not limited to, the public street known as Hupp Drive. The City shall assume all of the SID Liabilities. The City shall also assume all maintenance and repair obligations of SID 82 to provide for the reasonable maintenance, repairs, reconstruction and construction of the public improvements of SID 82 located in the Annexed Area.

5. Contracted Street Repairs. SID 82 shall oversee completion of the Street Repairs and shall not dissolve until such repairs are completed to the satisfaction of SID 82 in conformity with the standards and specifications issued for such project. Upon satisfactory completion, SID 82 shall issue a written notice of such completion to the City and the City shall issue payment for such project.

6. Transfer of Assets. SID 82 shall transfer all cash on hand or on deposit with the Sarpy County Treasurer or other financial institution to the City on or after the date the Sarpy County District Court enters its Order approving the Partial Annexation Agreement. SID 82 agrees to take all other necessary actions to transfer its remaining assets to the City prior to dissolution.

7. Sanitary sewer line south of Portal Road. SID 82 owns and maintains a sanitary sewer line which is south of Portal Road and provides sanitary sewer service to the Crossroads Industrial Subdivision within the District located north of Portal Road. Pursuant to that certain Subdivision Agreement dated April 25, 1975, by and between the City, SID 82, and Crossroads Industrial Park, Inc., as amended (the "Subdivision Agreement") and the easement set forth as Exhibit E to such Subdivision Agreement (the "Sewer Easement"), the City has a perpetual right and easement for the use of, and access to, such sanitary sewer. The parties agree that all of SID 82's rights and obligations pursuant to the Subdivision Agreement and the Sewer Easement with respect to the sanitary sewer south of Portal Road are hereby assigned to Papillion, and Papillion agrees to accept such assignment, including but in no way limited to, the obligation to maintain the sanitary sewer at Papillion's cost.

8. Boundaries of District after partial annexation. The boundaries of SID 82 after the partial annexation shall be as shown in Exhibit "C" attached hereto.

9. Dissolution of District. At or after the time that the partial annexation is completed, SID 82 intends to dissolve under Section 31-766 of the Nebraska Revised Statute. Since the City is assuming substantially all of the assets of SID 82, the City shall pay for cost of such dissolution including reasonable attorney fees in an amount not greater than specified in paragraph 3 above. SID 82 shall submit an invoice to the City for the payment of such fees and costs within thirty (30) days following the effective date of SID 82's dissolution.

10. District Court. Pursuant to Section 31-766 of the Nebraska Revised Statutes, the City and SID 82 shall submit to the District Court of Sarpy County, Nebraska, this Agreement, and request a hearing, and at such hearing present this Agreement as evidence, and request that the Court find that there is no prejudice to the rights of any bond holder or creditor of the District, or employee under contract to the District and approve the Agreement. This Agreement shall have no force and effect until so approved by the District Court.

11. Records. SID 82, upon the partial annexation being completed, shall deliver all of its records to the City. Pursuant to Section 31-764 of the Nebraska Revised Statutes, SID 82 shall also provide the City with a written accounting of all assets and liabilities of SID 82 no later than thirty (30) days following the effective date of the Annexation Ordinance, the cost of which shall be paid by the City.

12. Entire Agreement. This instrument contains the entire agreement of the parties and shall be binding upon the successors and assigns of the respective parties. No amendments, deletions, or additions shall be made to the Agreement except in writing signed by all parties.

Executed by the City of La Vista this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

ATTEST:

THE CITY OF LA VISTA, NEBRASKA

\_\_\_\_\_  
By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

Executed by the City of Papillion this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

ATTEST:

THE CITY OF PAPILLION, NEBRASKA

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

Executed by SID 82 this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

ATTEST:

SANITARY AND IMPROVEMENT  
DISTRICT NO. 82 OF SARPY COUNTY,  
NEBRASKA

By: \_\_\_\_\_  
Chairman

EXHIBIT "A" page 1

LEGAL DESCRIPTION

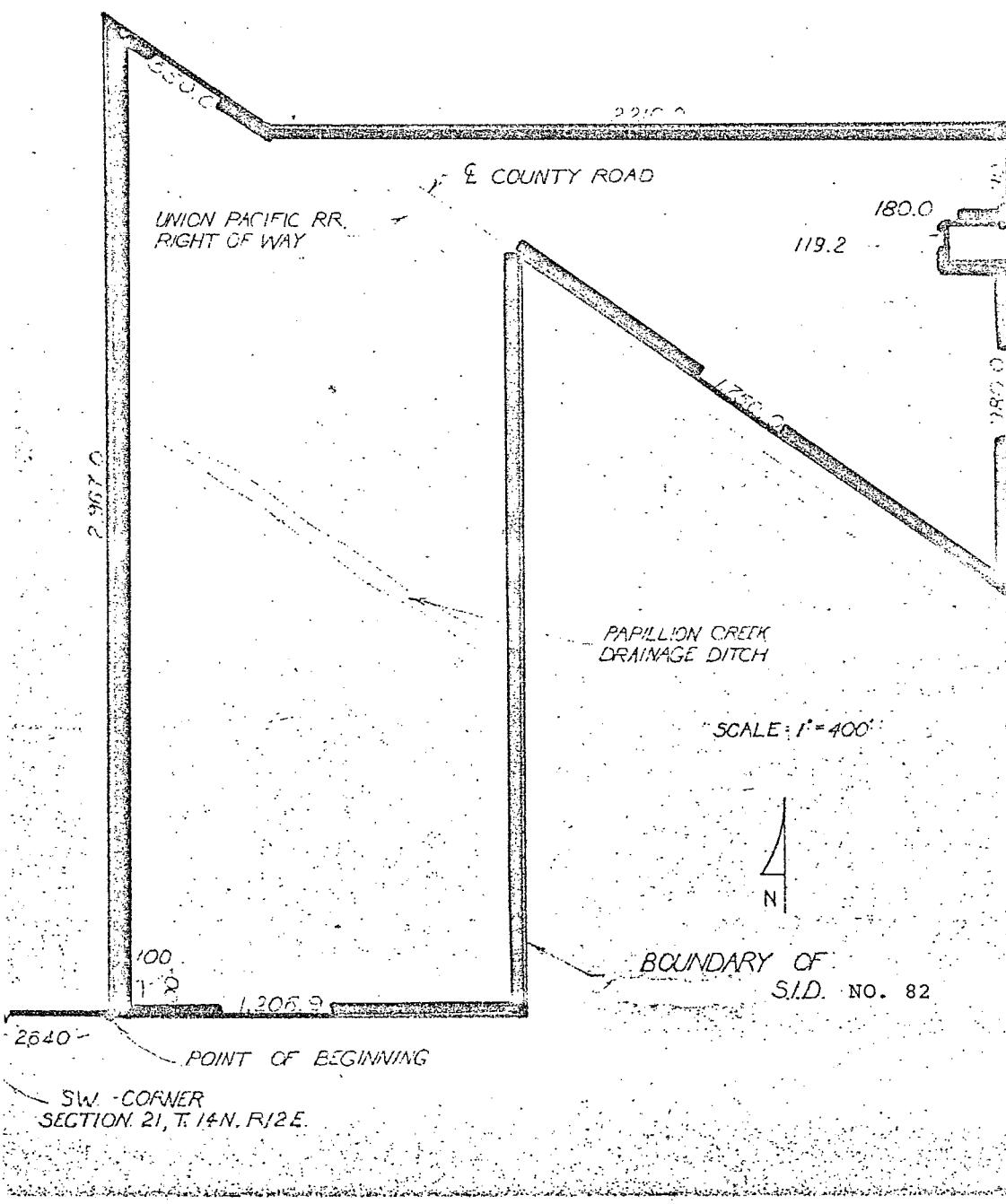
A tract of land located in the E.  $\frac{1}{2}$  of Section 21, T14N, R12E. of the 6th P.M. Sarpy County, Nebraska more particularly described as follows:

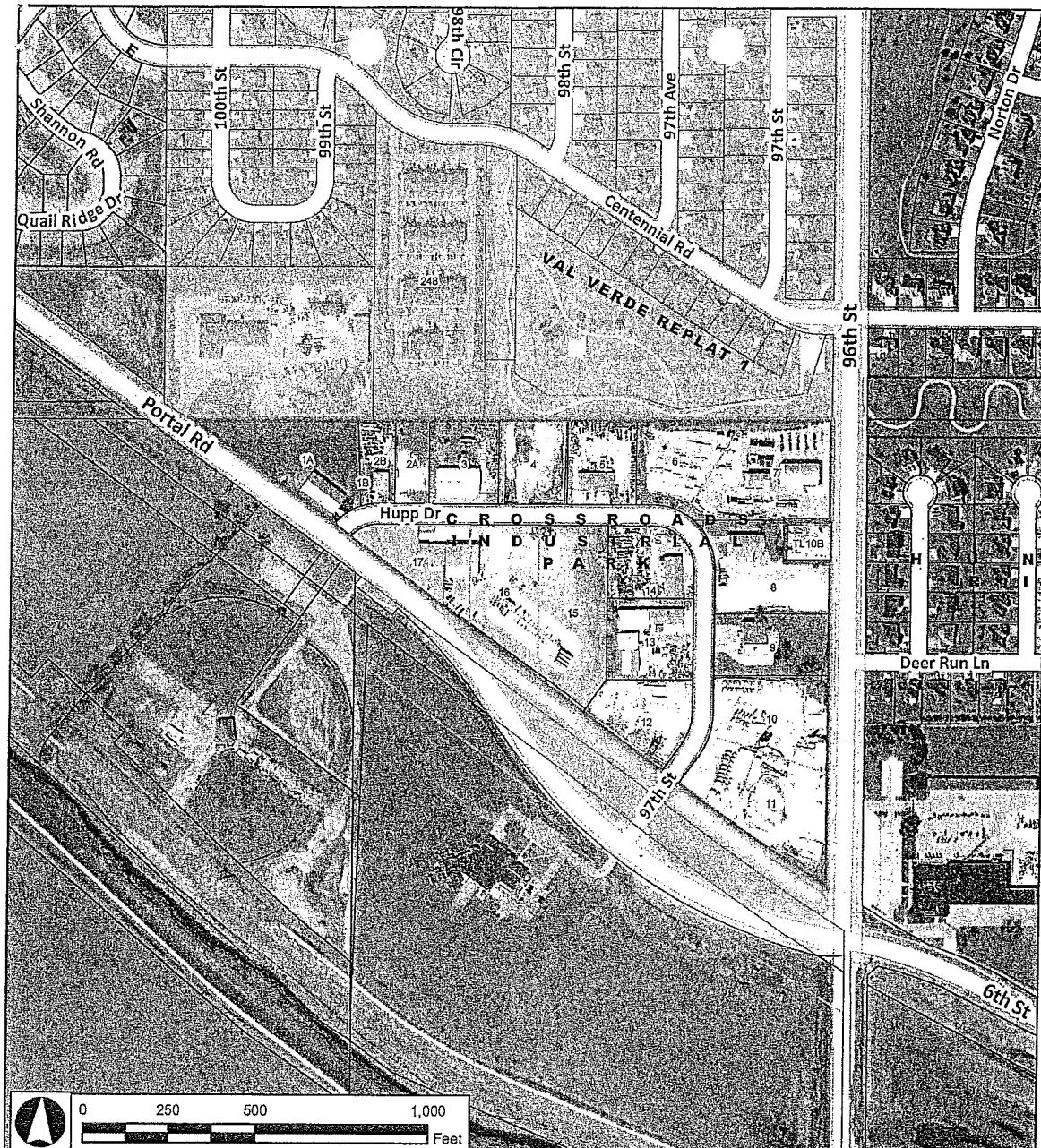
Commencing at the S. W. corner of said Section 21; thence Easterly, along the South line of Section 21, a distance of 2,640.0 feet to the point of Beginning; thence North, along the center of said Section 21, a distance of 2,967 feet, more or less, to the South right-of-way line of the Union Pacific Railroad; thence Southeasterly along said South right-of-way line a distance of 550.0 feet more or less to the North line of the S. E.  $\frac{1}{4}$  of said Section 21; thenceasterly along the N. line of the S. E.  $\frac{1}{4}$  of said Section 21 a distance of 2,210 feet more or less to the East line of Section 21, T14N, R12E; thence Southerly a distance of 290.0 feet; hence West a distance of 180.0 feet; thence South a distance of 119.2 feet; thence East a distance of 180.0 feet to the East line of said Section 21; thence South along the East line of said Section 21, a distance of 980.0 feet more or less, to the center-line of the County Road; hence Northwesterly a distance of 1,750.0 feet more or less; thence South a distance of ,200.0 feet to a point on the South line of said Section 21; thence West along the South line of said Section 21, a distance of 1,206.9 feet, to the point of Beginning.

Containing 100 acres more or less.

EXHIBIT "A" page 2

SANITARY & IMPROVEMENT DISTRICT NO. 82





## Annexation Area Map

### Legend

La Vista City Limits  
 Annexation Areas

SID 82 - Crossroads Industrial Park

October 5, 2010  
CAS



**LEGAL DESCRIPTION: CROSSROADS INDUSTRIAL PARK**

LOTS 1A, 1B, 2A, 2B, 3 THROUGH 17, CROSSROADS INDUSTRIAL PARK, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, TOGETHER WITH ALL PUBLIC STREETS LYING WITHIN SAID CROSSROADS INDUSTRIAL PARK, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 7, CROSSROADS INDUSTRIAL PARK, AND THE WEST LINE OF 96<sup>TH</sup> STREET RIGHT-OF-WAY;

THENCE SOUTH ON THE WEST LINE OF 96<sup>TH</sup> STREET RIGHT-OF-WAY TO THE NORTH LINE OF TAX LOT 10B;

THENCE WEST ON THE NORTH LINE OF TAX LOT 10B TO THE NORTHWEST CORNER THEREOF;

THENCE SOUTH ON THE WEST LINE OF TAX LOT 10B TO THE SOUTHWEST CORNER THEREOF;

THENCE EAST ON THE SOUTH LINE OF TAX LOT 10B TO THE WEST LINE OF 96<sup>TH</sup> STREET RIGHT-OF-WAY;

THENCE SOUTH ON THE EAST LINE OF 96<sup>TH</sup> STREET RIGHT-OF-WAY TO THE SOUTHEAST CORNER OF SAID LOT 11, AND THE NORTHERLY LINE OF TAX LOT 20C, LYING WITH THE SE ¼ OF SECTION 21, T14N, R12E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY;

THENCE NORTHWESTERLY ON THE NORTHERLY LINE OF SAID TAX LOT 20C, AND THE SOUTHERLY LINE OF CROSSROADS INDUSTRIAL PARK TO THE NORTHWEST CORNER OF SAID LOT 1A, AND THE NORTH LINE OF SAID CROSSROADS INDUSTRIAL PARK;

THENCE EAST ON THE NORTH LINE OF CROSSROADS INDUSTRIAL PARK TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION

A tract of land located in the E.  $\frac{1}{2}$  of Section 21, T14N, R12E. of the 6th P.M. Sarpy County, Nebraska more particularly described as follows:

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EXCEPT AS:

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THENCE EAST ON THE NORTH LINE OF CROSSROADS INDUSTRIAL PARK TO THE POINT OF BEGINNING.