

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**AUGUST 2, 2011 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CITY OF LA VISTA & CITY OF PAPILLION SHARED OUTFALL SEWER O&M - MEMORANDUM OF UNDERSTANDING	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

**SYNOPSIS**

A resolution has been prepared authorizing the Mayor to execute a Memorandum of Understanding (MOU) with the City of Papillion concerning the operation and maintenance responsibilities for sanitary outfall sewers that serve properties within both the City of La Vista and the City of Papillion. The proposed Memorandum of Understanding is attached.

**FISCAL IMPACT**

No new financial obligations will result from this Memorandum of Understanding. The Public Works Department of each City will continue to be responsible to maintain the portion of the shared outfall sewer that lies within their respective jurisdictions. The MOU provides for each City to notify the other when maintenance is being performed, when sewer complaints are received and when new connections are made to the shared sewers.

**RECOMMENDATION**

Approval

**BACKGROUND**

There are presently three sanitary outfall sewers that serve properties in both the City of La Vista and the City of Papillion. These are illustrated on Exhibit "A" to the MOU. The City of Papillion drafted this MOU as part of the recent discussions related to the partial annexation of Crossroads Industrial Park. This MOU runs for a period of 1-year which will renew September 1 of each year unless mutually agreed otherwise by the two Cities.

**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 WITH THE CITY OF PAPILLION FOR THE OPERATION AND MAINTENANCE RESPONSIBILITIES FOR SANITARY OUTFALL SEWERS THAT SERVE PROPERTIES WITHIN BOTH THE CITY OF LA VISTA AND THE CITY OF PAPILLION.

WHEREAS, the City desires to enter into a Memorandum of Understanding with the City of Papillion for the operation and maintenance responsibilities for sanitary outfall sewers that serve properties within both the City of La Vista and the City of Papillion; and

WHEREAS, the Memorandum of Understanding identifies the operational and maintenance roles and responsibilities of the parties as they relate to any and all shared outfall sewer facilities within both corporate limits and extraterritorial jurisdiction as shown on Exhibit "A" of the Memorandum of Understanding; and

WHEREAS, the Memorandum of Understanding runs for a period of one (1) year which will renew September 1<sup>st</sup> of each year unless mutually agreed otherwise by the two Cities;

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 with the City of Papillion for the operation and maintenance responsibilities for sanitary outfall sewers that serve properties within both the City of La Vista and the City of Papillion.

PASSED AND APPROVED THIS 2ND DAY OF AUGUST, 2011.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

**MEMORANDUM OF UNDERSTANDING (MOU)**  
between  
**City of Papillion**  
and  
**City of La Vista**  
for  
**Shared Outfall Sewer Operation and Maintenance**

This is an agreement between "City of Papillion", hereinafter called Papillion and "City of La Vista", hereinafter called La Vista and collectively hereinafter called Parties.

### **I. PURPOSE & SCOPE**

The purpose of this MOU is to clearly identify the operational and maintenance roles and responsibilities of the Parties as they relate to any and all shared outfall sewer facilities within both their corporate limits and extraterritorial jurisdiction as shown on Exhibit "A".

### **II. BACKGROUND**

The Parties through separate agreements with the City of Omaha are being provided sewer treatment service and currently share a number of outfall sewer facilities which are physically and geographically located within and throughout their corporate limits and extraterritorial jurisdictions. Operation and maintenance of those facilities, to date, have been by unwritten agreement with each Party routinely maintaining those sections located within their jurisdiction.

Currently the Sarpy County South Papillion Creek Outfall Sewer and Baseball Stadium Outfall Sewer are owned, operated and maintained by Sarpy County and shall not be considered a shared outfall sewer under this agreement until such time as Papillion or La Vista otherwise agree. Sarpy County is not a party to this agreement.

### **III. PARTIES RESPONSIBILITIES UNDER THIS MOU**

Papillion and La Vista shall undertake the following activities or measures within their own jurisdiction:

- Control future connections to outfall shared sewer facilities through separate agreements with requesting entities or agencies,
- Provide thorough engineering review and recommendations to assure any proposed sewers have been correctly designed and installed,
- Provide routine flushing, jetting and vacuuming,
- Provide routine inspections and reporting logs,
- Repair or replacement of system components that have suffered deterioration
- Respond immediately to reported problems,
- Provide notification and documentation immediately following emergency response of sewer blockage and backup to the other Party,
- Provide notification of citizen complaints that may be specific to the other Party's responsible system or areas,

- Assist in investigation and enforcement of illegal or excessive discharges,
- Provide qualified staff and service training,
- Provide emergency support on an as needed, as reasonably requested basis.
- Provide community outreach and public education on sewer back-up policies

**IV. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND  
BETWEEN THE PARTIES THAT:**

- This MOU may not be assigned by either of the parties hereto to any other entity without the specific written permission of all parties to this Agreement.
- This MOU may be partially or completely terminated or modified only by mutual agreement of the parties.

**V. FUNDING**

This MOU does not include the reimbursement of any funds between the two Parties whatsoever.

**VI. EFFECTIVE DATE AND SIGNATURE**

This MOU shall be effective upon the signature of Papillion and La Vista officials. It shall be in force from July 1, 2011 to July 1, 2012 and shall renewal automatically each year thereafter unless terminated or modified in accordance with Section IV. Papillion and La Vista indicate agreement with this MOU by the signatures of their Mayor.

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

ATTEST:

CITY OF PAPILLION, a Nebraska municipal  
corporation

By \_\_\_\_\_

City Clerk

Mayor

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

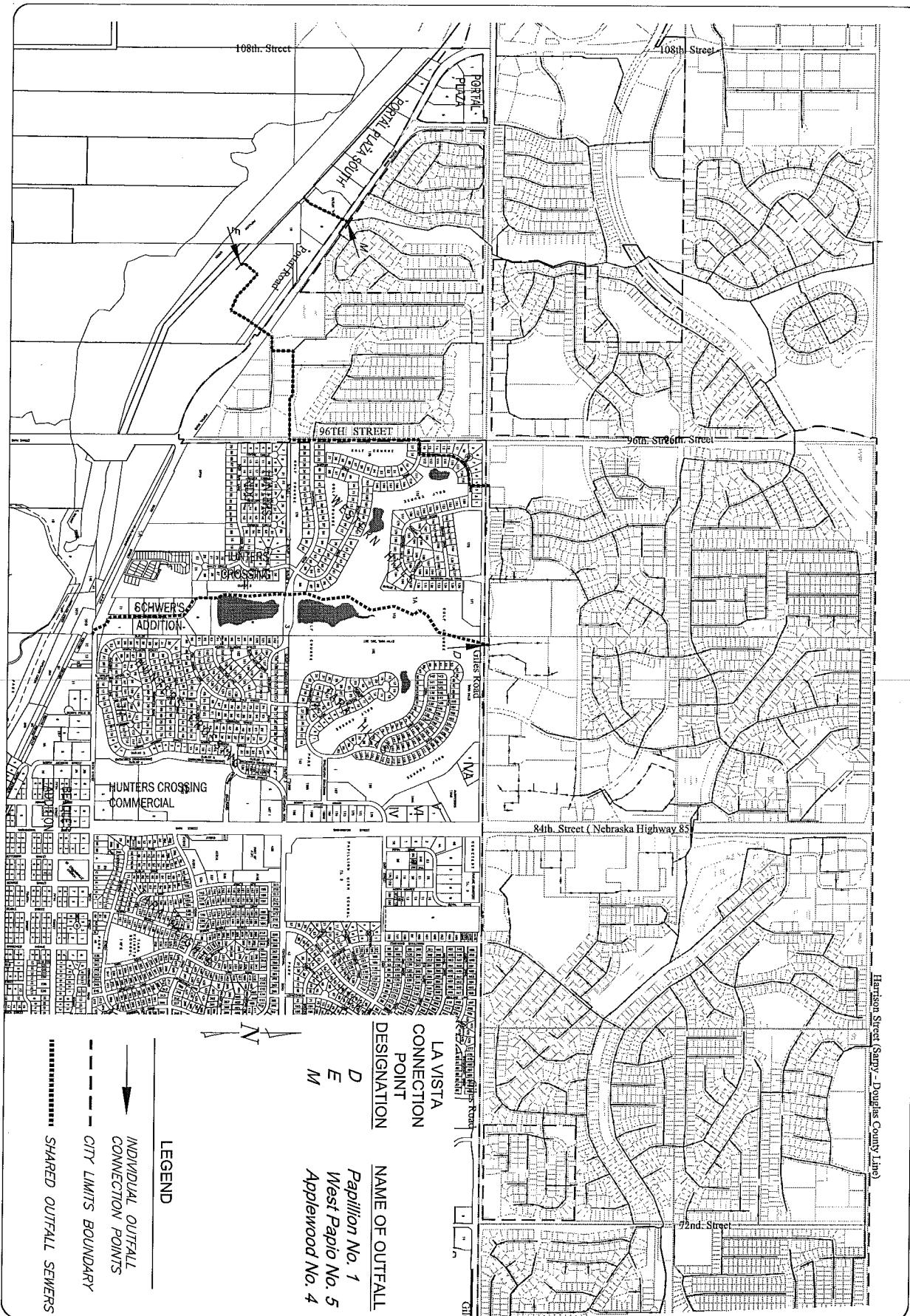
ATTEST:

CITY OF LA VISTA, a Nebraska municipal  
corporation

By \_\_\_\_\_

City Clerk

Mayor



**City of Papillion**  
 Public Works Department  
 145 West Second Street  
 Papillion, NE 68046  
 Ph: 402-597-2043

**MOU FOR SHARED  
OUTFALL SEWERS  
EXHIBIT "A"**

Scale:	NO SCALE
Date:	07/09/11
Drawn by:	JLT
Revision:	

1 of 1