

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
DECEMBER 15, 2015 AGENDA**

Subject:	Type:	Submitted By:
APPROVE INTERLOCAL AGREEMENT SOUTHERN RIDGE WASTEWATER TREATMENT STUDY	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared to approve an Interlocal Agreement with Sarpy County, City of Papillion, City of La Vista, City of Gretna and City of Springfield for the continuation of the Southern Ridge Wastewater Treatment Study.

FISCAL IMPACT

The FY 16 Sewer Fund Budget provides funding for the City's proposed contribution of \$25,000.

RECOMMENDATION

Approval

BACKGROUND

The purpose of this Interlocal Cooperation Act Agreement is to create a mechanism for the continuation of the Sarpy County Southern Ridge Wastewater Treatment Study. Under a separate agreement signed on February 3, 2015 by Sarpy County and HDR Engineering, Inc, Phase 1A of the Study was conducted. City of La Vista staff was involved in Phase 1A and has continued to participate in Phase 1B.

Sarpy County has been looking for solutions to provide sanitary sewer south of the ridge line in Sarpy County. Last year Sarpy County approached the United Cities and requested that cities cost share in the study. A viable sewer solution is critical to the development in Sarpy County.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH SARPY COUNTY, CITY OF PAPILLION, CITY OF GRETNA AND CITY OF SPRINGFIELD FOR THE CONTINUATION OF THE SOUTHERN RIDGE WASTEWATER TREATMENT STUDY.

WHEREAS, the provisions of Nebraska State Statutes Sections 13-801, et. seq., provide authority for the City of La Vista to join with other governmental agencies on a basis of mutual advantage and in a manner that will accord best with geographic, economic, population and other factors by signing an Interlocal Cooperation Agreement; and,

WHEREAS, FY 16 Sewer Fund Budget provides funding for La Vista's contribution of \$25,000; and

WHEREAS, the participants agree that this Interlocal Cooperation Agreement in no manner expands or restricts the authority otherwise granted to them by law; and

WHEREAS, such an agreement is in the best interests of the citizens of the City of La Vista.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of La Vista, Nebraska, hereby approve and authorize the execution of an Interlocal Cooperation Agreement with Sarpy County, City of Papillion, City of Gretna and City of Springfield for the continuation of the Southern Ridge Wastewater Treatment Study.

PASSED AND APPROVED THIS 15TH DAY OF DECEMBER, 2015.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

INTERLOCAL COOPERATION ACT AGREEMENT
FOR CONTINUATION OF THE
SOUTHERN RIDGE WASTEWATER TREATMENT STUDY
SARPY COUNTY, NEBRASKA

The purpose of this **Interlocal Cooperation Act Agreement ("Agreement")** is to create a mechanism for the continuation of the Sarpy County Southern Ridge Wastewater Treatment Study ("Study"). Under a separate agreement signed on February 3, 2015 by Sarpy County and HDR Engineering, Inc (HDR), Phase 1A of the Study was conducted. It is the intent of the undersigned public agencies to continue to the next phase of the Study (Phase 1B) as set out in this Agreement with the Study to be performed by HDR. This Agreement is made and entered as an Interlocal Cooperation Act Agreement by the public agencies as evidenced by signature below which have been duly authorized by ordinance, resolution or otherwise pursuant to law. The undersigned public agencies ("Parties") to this Agreement signify their intent to participate and contribute necessary resources as described in this Agreement. The Parties enter into this Agreement as a means of making the most efficient use of their taxing authority and other powers as authorized by Neb. Rev. Stat. §13-802.

WHEREAS, the undersigned public agencies recognize the need to further study wastewater infrastructure needs in the southern Sarpy County area based upon initial determinations made in the Phase 1A Study, and

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, *et seq.* (Reissue 2014), the Parties find that such Act affords the most efficient and effective means by which to cooperate as affected public agencies to conduct such a study, and

WHEREAS, in a regulatory review and in discussions with the Nebraska Department of Environmental Quality (NDEQ) Phase 1A of the Study identified no issues that would preclude regulatory approval for a regional wastewater treatment plant discharging to the Platte River in southern Sarpy County as proposed in the *2006 Final Study Report on Water Quality Issues Related to Water and Wastewater Systems*, and

WHEREAS, although the Phase 1A environmental review identified the likelihood of threatened and endangered species along the Platte River in southern Sarpy County, there would be a viable strategy to avoid terrestrial threatened and endangered species and there were no significant impacts on aquatic threatened and endangered species identified, and

WHEREAS, Phase 1A of the Study found that conservation lands can likely be avoided, Clean Water Act jurisdictional waters ("wetlands") may not be unavoidable but can be successfully mitigated, water wells and Wellhead Protection Areas will be siting considerations

but are not anticipated to prevent regional wastewater facilities in southern Sarpy County, and

WHEREAS, a review conducted in Phase 1A of the Study of the available statutory authority for developing adequate governance of a regional wastewater treatment facility in southern Sarpy County identified two Nebraska statutory acts, the Interlocal Cooperation Act and the Joint Public Agency Act, as adequate governance authority, and

WHEREAS, various state and federal permits/approvals for a regional wastewater treatment facility in southern Sarpy County will take one to three years to obtain with the most significant being: the National Pollutant Discharge Elimination System (NPDES); Endangered Species Act (ESA); Clean Water Act "dredge and fill" or "wetlands" permits under Section 404; and National Environmental Policy Act (NEPA), and

NOW, THEREFORE, in consideration of the foregoing recitals and their mutual covenants hereinafter expressed, the undersigned public agencies agree to contribute financially and through in-kind services in order to continue the Study and to enter into Phase 1B as follows:

PHASE 1B STUDY: The Study shall include the following minimum elements which shall be incorporated into an appropriately adopted Task Order agreement between HDR and Sarpy County (see Administration provisions below):

1. An update of prior growth areas (population and areas) for Sarpy County and its municipalities.
2. Identify current capabilities of existing wastewater facilities within Sarpy County.
3. Update the previously proposed regional wastewater treatment system concept, costs, and timeline to reflect current and anticipated growth forecasts.
4. Forecast the financial implications on Sarpy County and its municipalities and on the State of Nebraska and others of having a regional wastewater treatment system and on not having such a system.
5. Analyze the relative cost effectiveness of the previously proposed regional wastewater treatment system concept as compared to other alternative approaches including a) conveyance to an expanded Omaha Papillion Creek wastewater treatment plant, b) conveyance to an expanded Springfield wastewater treatment plant, c) conveyance of a regional wastewater treatment plant effluent to the Missouri River rather than the Platte River, and d) various combinations of these alternatives.
6. Identify key objectives and goals of the undersigned public agencies in providing wastewater service in southern Sarpy County.
7. Other elements as outlined or contained in the Phase 1B Project Scope which is attached hereto and incorporated as Attachment A.

8. Determine the costs of a regional wastewater treatment plant south of Springfield, in lieu of the 3 intermediate plants proposed for the 3 sub-basins. The cost estimate shall include the itemized cost for the interceptor sewer to the regional plant site. Costs should be presented in a phased approach, including incremental capacity additions to the treatment plant to meet growth in flow and incremental construction of interceptor sewers to meet the growth.
9. Option and cost of construction of a regional transfer pumping station, in lieu of the proposed regional treatment plant. The station will be designed to pump sewage to an expanded City of Omaha, Papillion Creek Wastewater Treatment Plant for processing.
10. Spell out funding sources for each concept
11. Spell out income sources for paying the debt for each concept.

ADMINISTRATION: An integral part of Phase 1B will be the creation of Stakeholder and Technical Committees. Each public agency which is a party to this Agreement shall be qualified to be a member of any oversight committee as appropriate. The Parties to this Agreement hereby authorize Sarpy County to enter into such contracts, agreements, Task Order arrangements, and Memoranda of Understanding as are necessary to carry out the day-to-day completion of a Phase 1B Study. Sarpy County agrees to make such periodic reports as are necessary or requested on study progress or financial status of the project. In lieu of the establishment of a joint board or separate administrator, Sarpy County shall serve that function under this Agreement.

DELIVERABLE: It is the expectation of the Parties that upon completion of the Phase 1B Study there shall be a written report or document summarizing the results of the Study including recommendations.

FINANCIAL: The cost of the Phase 1B Study will be approximately \$256,185. Such fees shall be paid by Sarpy County. The Cities of Papillion, LaVista and Gretna will contribute \$25,000 each which shall be nonrefundable. The City of Springfield has contributed their Wastewater Treatment and Collection System Evaluation, which was finalized in February 2015, to Phase 1B. The City of Springfield shall be an equal participant to Phase 1B, with the contribution of their study serving as an in-kind contribution to the Phase 1B Study. Any remaining costs will be paid by Sarpy County and other entities as appropriate. Sarpy County shall maintain a budget and accounting of the costs of the Study and report to the Parties each quarter or more frequently if needed. No real or personal property will be obtained as a result of this Agreement.

DURATION: This Agreement shall remain in force and effect until such time as the Phase 1B Study is satisfactorily delivered to the Parties or for one year. The anticipated completion period for the Phase 1B Study is six (6) months of the execution of this Agreement.

TERMINATION: Involvement of any Party member and its responsibilities under this Agreement may be terminated by such member without cause effective upon 60 days written notice to the other member Parties. Termination of a member's involvement in this Agreement

shall not operate to terminate this Agreement for the remaining Parties. Any amendment to this Agreement must be in writing and agreed to by all Parties.

LIABILITY: Nothing in the performance of this Agreement shall impose any liability for claims against any public agency other than claims for which liability may be imposed by the Political Subdivisions Tort Claims Act.

IN WITNESS WHEREOF, this Agreement is entered into by the Parties pursuant to resolutions duly adopted by their respective governing boards.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, we the Parties, by our respective duly authorized agents, hereby enter into this Interlocal Agreement. Executed on the dates indicated with the signatures below.

Executed by Sarpy County this ____ day of _____, 2015.

COUNTY OF SARPY, NEBRASKA

By the Sarpy County Board of Commissioners

Chairman

Attest:

(SEAL)

County Clerk

Executed by the City of Papillion this ____ day of _____, 2015.

CITY OF PAPILLION, NEBRASKA

By _____

Mayor

Attest:

(SEAL)

City Clerk

Executed by the City of La Vista this ____ day of _____, 2015.

CITY OF LA VISTA, NEBRASKA

By _____

Mayor

Attest:

(SEAL)

City Clerk

Executed by the City of Gretna this ____ day of _____, 2015.

CITY OF GRETNA, NEBRASKA

By _____

Mayor

Attest:

(SEAL)

City Clerk

Executed by the City of Springfield this ____ day of _____, 2015.

CITY OF SPRINGFIELD, NEBRASKA

By _____

Mayor

Attest:

(SEAL)

City Clerk