

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**APRIL 7, 2009 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
WASTEWATER SERVICE AGREEMENT & ADDENDUM	◆ RESOLUTION ORDINANCE RECEIVE/FILE	SHEILA LINDBERG FINANCE DIRECTOR

**SYNOPSIS**

A resolution has been prepared authorizing the Mayor to execute the 2009 Wastewater Service Agreement and Addendum between the City of Omaha and the City of La Vista.

**FISCAL IMPACT**

An increase in revenues for the Sewer fund with sewer use fees will now be collected from subdivisions within our extraterritorial jurisdiction (ETJ) east to the interstate dating back to June 2007 and then in 2011 expanding to include those west of the interstate. In conjunction, the City of La Vista will now be responsible to collect and remit sewer connection fees to the City of Omaha for those areas within the shaded area in Exhibit C-2008 currently and those dating back to June 2007.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The first wastewater service agreement was in 1975 and it has been renewed and amended several times. This new agreement will supersede the existing wastewater service agreement and addendums.

This will allow the City of La Vista to define and establish an expanded retail wastewater service area which will include portions of its extraterritorial jurisdiction (ETJ) and by 2011 include all of the City's ETJ.

The sewer rate study that has been on hold until this agreement was approved will now be able to be completed.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE 2009 WASTEWATER SERVICE AGREEMENT AND ADDENDUM BETWEEN THE CITY OF OMAHA AND THE CITY OF LA VISTA.

WHEREAS, the City of La Vista and City of Omaha entered into the first wastewater service agreement on February 11, 1975; and

WHEREAS, that agreement has been renewed and amended several times; and

WHEREAS, this new agreement will supersede the existing wastewater service agreement and addendums; and

WHEREAS, this new agreement will allow the City of La Vista to define and establish an expanded retail wastewater service area;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, the new Wastewater Service Agreement and Addendum is hereby approved subject to review by the City Attorney as to form and the Mayor and City Clerk are hereby authorized to execute said agreement on behalf of the City of La Vista.

PASSED AND APPROVED THIS 7TH DAY OF APRIL, 2009.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

AGREEMENT FOR WASTEWATER SERVICE  
BETWEEN  
CITY OF OMAHA, NEBRASKA  
AND  
CITY OF LAVISTA, NEBRASKA

THIS AGREEMENT is entered into this \_\_\_\_\_, day of \_\_\_\_\_, 2009 by and between CITY OF LAVISTA, Sarpy County, Nebraska (hereinafter called "LAVISTA") a municipal corporation in the State of Nebraska, and the CITY OF OMAHA, Douglas County, Nebraska (hereinafter called "OMAHA"), a municipal corporation in the State of Nebraska, pursuant to the Nebraska Interlocal Agreement Act, Neb. R.R.S. 1943, §13-801 et. seq. as amended.

WITNESSETH THAT:

WHEREAS, OMAHA owns and operates a wastewater treatment system in the Omaha metropolitan area; and,

WHEREAS, OMAHA had previously entered into an agreement to provide wastewater service to LAVISTA dated February 13, 1975, amended, February 20, 1986 and, the parties agree that this Agreement shall supercede all prior agreements and amendments; and,

WHEREAS, LAVISTA desires to define and establish an expanded retail LAVISTA wastewater service area which includes portions of unincorporated Sarpy County, to have OMAHA continue to convey and treat sewage originating in LAVISTA'S incorporated areas and certain extraterritorial areas flowing through each of the various connection points to the OMAHA treatment system and to continue a contractual relationship to provide for the same; and,

WHEREAS, it is to the mutual advantage of the parties hereto and in the general public interest for the sewage of LAVISTA'S wastewater service area as defined herein to be accepted, conveyed and treated by the Omaha wastewater treatment system; and,

WHEREAS, the accomplishment of such an arrangement is authorized by law.

NOW, THEREFORE, in consideration of these facts, the parties hereto do mutually agree as follows:

1. **General Provisions for Wastewater Service Agreement:** For the services hereinafter stipulated to be performed by OMAHA, LAVISTA shall comply with the terms as set forth in the City of Omaha WASTEWATER SERVICE AGREEMENT, GENERAL PROVISIONS FOR MUNICIPALITIES, dated February 1, 2000, a copy of which is attached hereto and made a part hereof, and make payment of user fees accordingly. In the event of a conflict between the terms of said GENERAL PROVISIONS FOR MUNICIPALITIES and this Agreement for Wastewater Service, the terms of this Agreement shall prevail.
2. **Area Subject to Wastewater Treatment Services:** OMAHA shall provide sewage conveyance and treatment services as called for in said GENERAL PROVISIONS for the service area designated on Exhibit A-2008, prepared by LAVISTA and submitted to OMAHA. This agreement covers only the drainage areas designated on Exhibit A-2008 and shown in Table A-2008 immediately following and, subject to the terms of Section 21 hereof, expansion thereof to include the service areas identified in Table B-2011. Development and connection to the sewer system for undeveloped areas within the LAVISTA wastewater service area using one of the listed existing connection points shall

not require amendment of this agreement. New connection points to sewers of the OMAHA treatment system within the LAVISTA wastewater service area must be provided for by a written administrative service agreement amendment signed by the Public Works Directors of LAVISTA and OMAHA.

**Table A-2008 LaVista Connection Points to the Omaha Treatment System**

Connection Point	Name	# of Lots	Area/Subdivision Served
A	Big Papio No. 1	3105	- City of La Vista & Giles Corner
B	Harrison No. 3	20	-City of La Vista
C	Harrison No. 2	120	- City of La Vista
D	Papillion No. 1	74	City of La Vista
E	West Papio No. 5	452	City of La Vista and Crossroads Industrial Park
F	Applewood No. 1	84	City of La Vista
G	Applewood No. 2	385	Mayfair and Part of Cimarron Woods
H	Applewood No. 3	364	Part of Cimarron Woods and Southwind 2
I	West Papio No. 1	7	City of La Vista
J	Hell Creek No. 1	6	City of La Vista
K	Hell Creek No. 2	39	Oakdale Park and Part of Brook Valley Business Park
L	Hell Creek No. 3	29	Part of Brook Valley Business Park
M	Applewood No. 4	242	Portal Ridge
N	Stonybrook No. 1	1	Part of Brook Valley II Business Park
O	Stonybrook No. 2	7	Papio Valley Business Park 1
P	Stonybrook No. 3	3	City of La Vista
Q	West Papio No. 2	7	Cityof La Vista
R	West Papio No. 3	7	City of La Vista
S	Hell Creek No. 4	5	City of La Vista
T	West Papio No. 7	26	City of La Vista

U	West Papio No. 6	107	City of La Vista
V	Stonybrook No. 4	12	City of La Vista
EE	West Papio No. 4	3	Oriental Trading Co Business Park

3. **Excluded “Shaded” Areas:** Exhibit B-2008 shows the boundaries of the LAVISTA wastewater service area. Shaded areas are not at this time served by one of the connection points listed in Table A-2008. Future connection to the Omaha sewer/wastewater system for any lots platted within the shaded areas must be provided for by a written administrative service agreement amendment signed by the Public Works Directors of LAVISTA and OMAHA. Wastewater service to any development in the shaded areas is not guaranteed expressly or by inference. However, it shall be based upon sound engineering principles and shall not be unreasonably or inequitably withheld.
4. **Governmental Permits and Use of Non-LaVista Sewers:** LAVISTA shall be responsible for obtaining or providing all necessary local and state governmental permits for sewer construction and connection. OMAHA'S permission provided for herein is only that of the owner of the utility. Any use of sewers owned by other entities, to convey wastewater from the LAVISTA wastewater service area to OMAHA, shall require a written agreement between LAVISTA and the owner of such sewer. A copy of any such agreement(s) shall be promptly submitted to OMAHA.
5. **OMAHA Sewer Connection Fees Apply in Shaded Area:** Exhibit C-2008 shows the relationship between the LAVISTA wastewater service area and the current extraterritorial jurisdiction for the LAVISTA. Exhibit C will be administratively updated each time there is a change in the extraterritorial jurisdiction for the LAVISTA. OMAHA interceptor connection fees equal to the prevailing rates established in the Omaha Municipal Code Chapter 31, Section 31-259, as from time to time amended, shall apply within the shaded area. LAVISTA shall collect such fees at the time of issuance of a building permit on all new lots or replatted lots within the shaded area shown on an up-to-date Exhibit C. Each month, LAVISTA shall remit to OMAHA the applicable sewer connection fees assessed in the shaded area of an up-to-date Exhibit C from the previous month less an administrative fee of 10% to reimburse LAVISTA for the cost of collecting and remitting the OMAHA sewer connection fee on OMAHA's behalf. Additionally, LAVISTA shall direct new commercial or residential developments outside the LAVISTA wastewater service area but within the LAVISTA extraterritorial jurisdiction to the Environmental Quality Control Division (QCD) of OMAHA or Sarpy County Permits and Planning so that a wastewater service agreement can be developed and executed with the entity owning the interceptor or outfall sewer to be tapped.
6. **LAVISTA Design Standards:** As provided by State law, LAVISTA will maintain control over the platting of property within its extraterritorial jurisdiction and over the design of sewer collection facilities in all such platting. LAVISTA sewer design standards will meet or exceed OMAHA'S then applicable minimum design standards for all areas served by the OMAHA treatment system.
7. **Non-Domestic Waste Contribution, Curative Action:** At such time as the zoning or the intended use of the area covered by this agreement changes such that there is a likelihood for significant and measurable non-domestic wastewater contribution, LAVISTA shall construct and maintain metering and sampling manhole(s). The first six (6) feet of riser

above the floor of such manhole shall be a minimum of seventy-two inches in diameter and shall be equipped with a primary measuring device.

- a. The location of each such manhole and selection of suitable primary device shall be approved by the Environmental QCD of OMAHA and consistent with City of Omaha Standard Plate 3-18.
- b. LAVISTA shall provide a hard surfaced road to each such manhole.
- c. Should LAVISTA fail to properly install any such monitoring manhole in a reasonable period after written notice, OMAHA may perform such construction and other activities necessary to provide a suitable monitoring manhole and charge LAVISTA for all associated costs.

8. **Rehabilitation or Rerouting of the LAVISTA Sewer System:** LAVISTA shall timely notify the OMAHA Environmental Quality Control Division of any proposed rehabilitation or rerouting of the collection or outfall sewer system within the LAVISTA wastewater service area.

9. **Interceptor Connection Agreements Required:** No NEW direct connections to the OMAHA interceptor system after execution of this agreement shall occur without the execution of an Interceptor Connection agreement and a written administrative wastewater service agreement amendment signed by the Public Works Directors of LAVISTA and OMAHA. Such connections shall be based upon sound engineering principles and shall not be unreasonably or inequitably withheld. Any such new connections made prior to completion of a signed Interceptor Connection agreement shall be subject to inspection fees ten times the current fees for interceptor connection inspections.

10. **Prior Direct Connections:** Prior to the date of execution of this agreement, within the LAVISTA service area or LAVISTA extraterritorial jurisdiction, developments have been connected onto OMAHA interceptor or outfall sewers without OMAHA'S permission or inspection. OMAHA agrees that these existing direct connections shall not be subject to fines or penalties for such unauthorized connections. LAVISTA agrees to perform and supply OMAHA copies of all inspections of these connection points performed by or under the supervision of a registered professional engineer. Copies of inspection reports done at the time of connection may be supplied in lieu of 2009 inspection reports of each connection point.

11. **Retroactive Assessment of OMAHA Sewer Connection Fees:** OMAHA desires to recover all applicable sewer connection fees from lots developed in the shaded area of Exhibit C-2008 since June 1, 2007 and prior to the signing of this agreement. LAVISTA agrees to prepare and supply OMAHA with an audit of building permits issued in the shaded area during this period and make payment of all applicable OMAHA sewer connection fees from sewer connection fees previously collected by LAVISTA. Retroactive OMAHA sewer connection fees shall be limited to the Omaha sewer connection fees actually collected by LAVISTA after June 1, 2007 less an administrative fee of 10% to reimburse LAVISTA for the cost of collecting and remitting the OMAHA sewer connection fee. Omaha may seek direct recovery with LAVISTA's cooperation, from the owners of property, if any, in the shaded area, previously connected to the sewer system, for which such fees have not been previously paid to LAVISTA.

12. **Connection Point Manholes:** A manhole shall be constructed at each connection point indicated on Exhibit A-2008 and all future connection points, such that the first six (6) feet of riser above the floor of the manhole is a minimum of fifty-four inches in diameter. The

location of each such manhole shall be approved by the Environmental QCD of the City of Omaha.

13. **Wastewater Sampling Locations:** LAVISTA is responsible for providing and maintaining sampling locations suitable and representative of the wastewater contributed by their wastewater service area. Maintenance shall include, but not be limited to, cleaning and removal of accumulated grit deposits on a regular schedule. Any sampling of major connection points will be done on a seasonal rotation as is administratively determined to be equitable in order to best represent the annualized strength of the wastewater contributed to the OMAHA treatment system.
14. **Ongoing Monthly Sewer Service Charges:** OMAHA'S charges to the LAVISTA wastewater service area shall in part be based upon data from Metropolitan Utilities District (MUD) billing records (or private water sources where applicable). The OMAHA wastewater treatment system is a regional service provider in the two-county area and OMAHA wishes to receive the water account detail information on all MUD water accounts. LAVISTA hereby authorizes MUD to provide this monthly detail information directly to OMAHA. An alternate water service provider or billing system may be utilized by amending the wastewater service agreement. Sewer service charges as now and hereafter established in the Omaha Municipal Code, currently Chapter 31, Article IV, shall apply and shall include each of the following types of charges:
  - a. the customer charge assessed to a Bulk I customer, for the first connection point (additional connection points will not result in a new charge), plus
  - b. the customer charge assessed to Bulk II customers times the number of Bulk II customers in the LAVISTA wastewater service area each month, plus
  - c. the residential sewer usage (actual water usage or sewer base, whichever is less) times the Bulk I wholesale flow charge, plus
  - d. the actual monthly water consumption for all commercial and industrial meters times the Bulk I wholesale flow charge, plus
  - e. an abnormal charge on the total flow if the wastewater is determined to have strengths greater than 240 mg/L Biochemical Oxygen Demand and/or 300 mg/L Suspended Solids.
15. **Transfer of Direct Retail Customer Billing from OMAHA to LAVISTA:** Upon execution of this agreement, OMAHA and LAVISTA will collaborate to create a listing of accounts within the LAVISTA wastewater service area designated on Exhibit A-2008 but outside of the corporate limits of the LAVISTA. OMAHA and LAVISTA will jointly authorize MUD to use this listing of accounts to change MUD account coding such that the direct retail sewer billing rights and responsibilities for each account will transfer from OMAHA to LAVISTA.
16. **Sharing OMAHA Retail Sewer Use Fees Collected in the LAVISTA Exhibit A-2008 Service Area:** OMAHA and LAVISTA agree to share the OMAHA retail sewer fees collected in the expanded wastewater service area designated on Exhibit A-2008 for the time period between the first LAVISTA retail sewer billing of the list of transferred accounts and MUD water billings issued in June 2007. OMAHA and LAVISTA will collaborate to add accounts annexed by LAVISTA in the last quarter of 2007 to the listing of accounts created in paragraph 15. This combined listing of transferred and annexed accounts will be used to calculate a credit LAVISTA will be able to apply to future monthly LAVISTA wholesale

sewer billings from OMAHA. The credit will be the difference between OMAHA retail sewer charges invoiced to the combined list of customers and the wholesale sewer charges LAVISTA would have been assessed by OMAHA for the same listing of accounts less the monthly per bill fee that MUD assessed OMAHA for the retail billing service.

17. **Identification and Coding New Construction in the LAVISTA ETJ:** LAVISTA and OMAHA agree to establish a shared procedure to identify and code addresses from new construction in the LAVISTA extraterritorial jurisdiction in order to assist MUD with the accurate assignment of watershed and billing codes used to sort and query the master MUD database of accounts.
18. **Monthly Summary Report to OMAHA QCD:** Within 20 calendar days after receipt of billing statements from MUD, LAVISTA will provide the OMAHA Environmental QCD with the summary report containing the water and sewer billing information from the previous month. A sample format for the summary report is attached as Exhibit D-2008; this report may be administratively changed and updated by the parties. LAVISTA will make the backup data summarized on the monthly report available for QCD review on a request basis. OMAHA shall provide LAVISTA with an invoice for billing no later than 30 days after receipt of the complete summary reports.
19. **Penalties for Delinquent Summary Reports:** On any month where the summary reports are not made available to OMAHA within 20 calendar days after LAVISTA receives billing statements from MUD for the preceding month, OMAHA may assess LAVISTA a late charge of twenty-five dollars (\$25) per day for each day that the information is not available after having given LAVISTA a written notice of the intent to levy such charges if the reports are not provided within 5 calendar days of such notice. On any month where OMAHA has not submitted an invoice to LAVISTA by the 30<sup>th</sup> day after summary reports are provided to OMAHA, LAVISTA may assess OMAHA a late charge of twenty-five dollars (\$25) per day for each day that the invoice is not available after having given OMAHA a written notice of the intent to levy such charges if the invoices are not provided within 5 calendar days of such notice.
20. **Notice of Changes to Wholesale Sewer Service Charges:** OMAHA shall give LAVISTA a minimum of 90-day written notice of the intent to change wholesale sewer service charges. Such charges are only changed by approval of the OMAHA City Council following at least one public hearing on the same. The multiyear schedule of charges in the Omaha Municipal Code, currently Chapter 31, Article IV meets the written notice criteria through calendar year 2010.
21. **2011 Expansion of the LAVISTA Wastewater Service Area:** LAVISTA wishes to provide for a future wastewater service retail area expansion to become effective with MUD water billings issued in January 2011. At that time, OMAHA shall switch to providing bulk sewage treatment services as called for in said GENERAL PROVISIONS and as generally described in paragraph 14 above, for the service area designated on Exhibit E-2011, prepared by LAVISTA and submitted to OMAHA. The 2011 wastewater service area expansion covers only the drainage areas designated on Exhibit E-2011 and shown in Table B-2011 immediately following. During the fourth quarter of 2010, LAVISTA and OMAHA agree to collaborate to create a listing of accounts within the LAVISTA wastewater service area designated on Exhibit E-2011 paying retail OMAHA sewer use fees but outside of the wastewater service area designated on Exhibit A-2008. OMAHA and LAVISTA will jointly authorize MUD to use this listing of accounts to change MUD account coding such that the direct retail sewer billing rights and responsibilities for each account will transfer from OMAHA to LAVISTA effective with MUD water billings issued in January 2011.

**Table B-2011 LaVista Connection Points to the Omaha Treatment System (West of I80)**

Connection Point	Name	# of Lots	Area/Subdivision Served
W	Stonybrook No. 5	235	Millard Highlands So. & Part of Centech
X	Stonybrook No. 6	31	Part of Centech
Y	Stonybrook No. 7	645	Millard Highlands So. & Stoneybrook South
Z	Stonybrook No. 8	11	Chalco Valley Bus. Park
AA	Stonybrook No. 9	146	Stonybrook South
BB	Stonybrook No. 10	62	Pt. Millard Highlands So. & Bella La Vista
CC	Harrison No. 3	6	Performance Auto & Attic Storage
DD	Harrison No. 4	533	Millard Highlands So.

22. **Original Term of Agreement; Agreement Termination or Continuation:** As provided by Nebraska law (R.R.S. 14-365.09), this agreement will, unless extended as provided below, terminate ten (10) years after its effective date. This agreement may be extended by written amendment. OMAHA acknowledges its sewage treatment system is a public utility available without discrimination to members of specified classes. Termination of sewage treatment will not be made without the approval of the appropriate state or federal agencies having jurisdiction over wastewater pollution and treatment. Termination of sewage treatment service will not be made before ninety (90) days following written notice of such termination. It is acknowledged that during said period, if negotiations produce no new agreement, the parties, or any one of them, may file an action in any court having jurisdiction over the matter to provide equitable relief concerning the issue of continued sewage system connection and treatment (which the parties hereto admit is a vital public health service) and the conditions and charges appropriate thereto. Nothing in this paragraph will be construed as a limitation on the regulations concerning sewage/wastewater service and the appropriate rates pertaining thereto. This agreement (and all documents referenced herein, which are incorporated herein by this reference) constitutes the complete and entire understanding and agreement parties with respect to the subject matter hereof, and shall supersede any and all prior agreements and understandings, both oral and written, between the parties regarding said subject matter.

23. **No Third Party Beneficiaries:** This is an agreement between the named parties hereto, enforceable only by them. No third party beneficiaries are created or allowed to enforce this agreement or claim damages for its breach.

24. **Exhibit Schedule:** Attached hereto are the following Exhibits prepared by Thompson, Dreessen & Dorner, Inc. depicting the current status as of date noted and made a part of this Wastewater Service Agreement effective upon execution of this Agreement.

a.	<u>Exhibit A-2008</u>	<u>December 2008</u>	<u>Current La Vista Wastewater Service Area</u>
b.	<u>Exhibit B-2008</u>	<u>December 2008</u>	<u>Existing Boundaries of La Vista ETJ and Related Data</u>
c.	<u>Exhibit C-2008</u>	<u>December 2008</u>	<u>Stonybrook Area Subject to Omaha Connection Fees</u>
d.	<u>Exhibit D-2008</u>		<u>Sample Form of Summary Report Sheet</u>
e.	<u>Exhibit E-2011</u>	<u>December 2008</u>	<u>2011 Expansion of La Vista Wastewater Service Area</u>

**NOTE: LA VISTA FUTURE WESTERN ETJ IS NOT DEPICTED ON ANY EXHIBIT**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by the proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED BY LAVISTA this \_\_\_\_\_ day of \_\_\_\_\_, 2008

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF LAVISTA:

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
John J. Johnson  
City Attorney

EXECUTED BY OMAHA this 5<sup>th</sup> day of MARCH, 2008

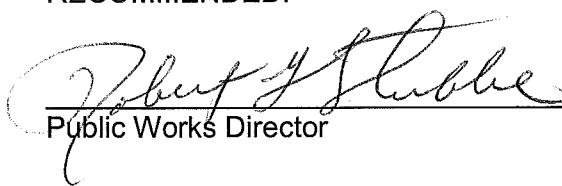
ATTEST:

\_\_\_\_\_  
City Clerk

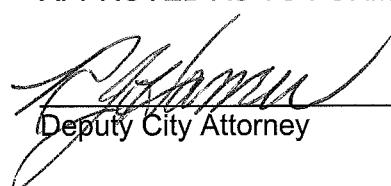
CITY OF OMAHA:

\_\_\_\_\_  
Mike Jolley  
Mayor

RECOMMENDED:

  
\_\_\_\_\_  
Robert Y. Shubbe  
Public Works Director

APPROVED AS TO FORM:

  
\_\_\_\_\_  
T. Schuman 2/1/09  
Deputy City Attorney

**ADDENDUM TO AGREEMENT  
FOR WASTEWATER SERVICE BETWEEN CITY OF OMAHA, NEBRASKA  
AND CITY OF LAVISTA, NEBRASKA**

This Addendum to Agreement for Wastewater Service Between City of Omaha, Nebraska and City of LaVista, Nebraska (herein the "Wastewater Service Agreement"), entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between The City of LaVista, Sarpy County, Nebraska (hereinafter called "LaVista"), a Municipal Corporation in the State of Nebraska, and the City of Omaha, Douglas County, Nebraska (hereinafter called "Omaha"), a Municipal Corporation in the State of Nebraska, do amend said Agreement as follows:

WHEREAS the parties to this Addendum to the aforescribed Wastewater Service Agreement have agreed to modify the terms of said Agreement in the following particulars:

1. Nothing in this Agreement precludes LaVista from imposing and collecting sewer connection fees on its own behalf anywhere it is otherwise authorized by law to collect. Without limitation of the foregoing, such right may be exercised by LaVista in those areas where LaVista is collecting connection fees on behalf of Omaha.

2. The administrative fee to be paid by Omaha to LaVista for collecting and remitting to Omaha such sewer connection fees as LaVista may collect on behalf of Omaha is hereby revised to be 5% rather than 10%, and lines 5 and 10 of Paragraph Fifth of the Agreement are amended to reflect the agreed reduced rate of 5% which rate shall be applicable without regard to the character of the connected property.

3. Omaha reserves the right to charge its own lawful sewer connection fees for the purpose of constructing its own interceptor sewer(s). Should such construction occur, it shall be at no cost to LaVista.

It is the intent of the parties that the provisions hereof become effective simultaneously with the Wastewater Service Agreement that it amends.

CITY OF OMAHA:

  
\_\_\_\_\_  
Mike Jolley  
Mayor

CITY OF LAVISTA:

\_\_\_\_\_  
Mayor

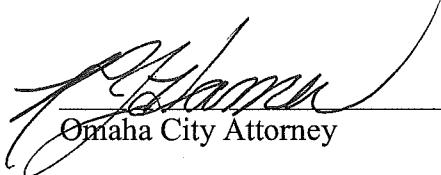
ATTEST:

  
\_\_\_\_\_  
Betsy Brown 3/5/08  
City Clerk

ATTEST:

\_\_\_\_\_  
City Clerk

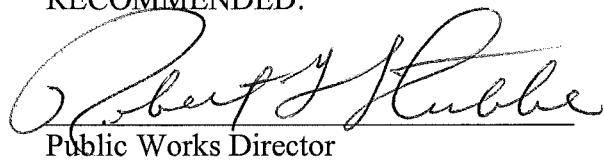
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Omaha City Attorney

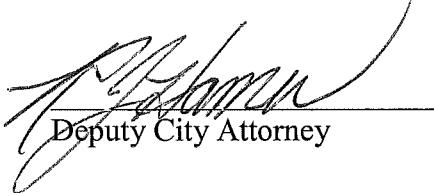
APPROVED AS TO FORM:

\_\_\_\_\_  
LaVista City Attorney

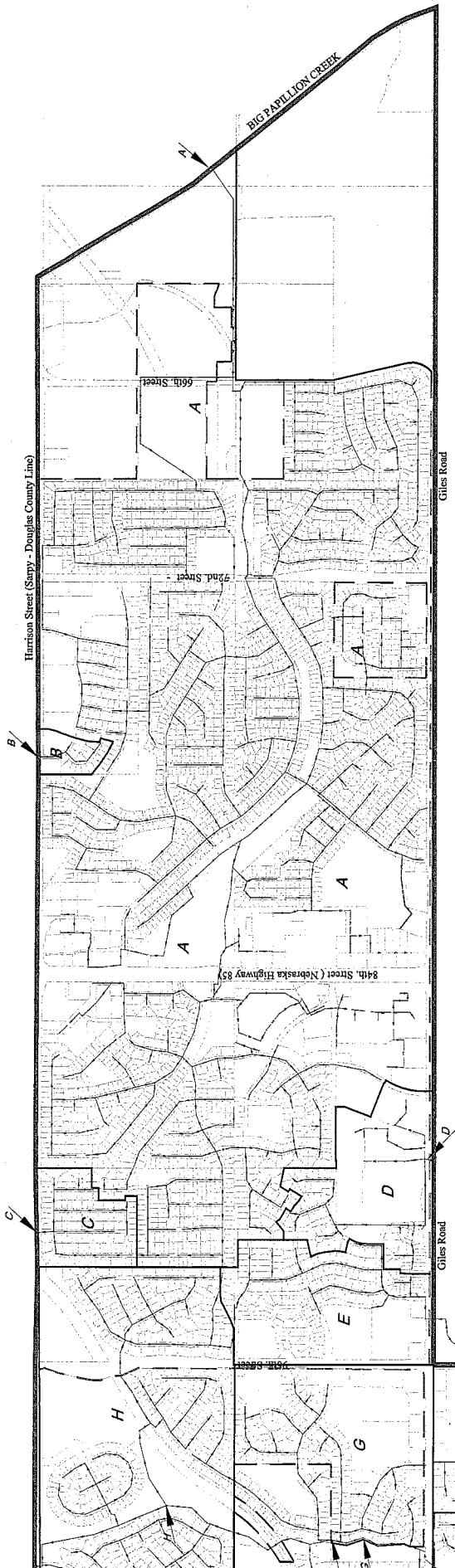
RECOMMENDED:

  
\_\_\_\_\_  
Public Works Director

APPROVED AS TO FORM:

  
\_\_\_\_\_  
2/11/09  
Deputy City Attorney

EXECUTED BY OMAHA this \_\_\_\_ day  
of \_\_\_\_\_, 2009



SANITARY SEWER LEGEND	
<b>CONNECTION POINT</b>	<b>NAME OF OUTFALL</b>
A	Big Pap No. 1
B	Harrison No. 1
C	Harrison No. 2
D	Papillion No. 1
E	West Pap No. 5
F	Applewood No. 1
G	Applewood No. 2
H	Applewood No. 3
I	West Pap No. 1
J	Hall Creek No. 1
K	Hall Creek No. 2
L	Hall Creek No. 3
M	Applewood No. 4
N	Stonybrook No. 1
O	Stonybrook No. 2
P	Stonybrook No. 3
Q	West Pap No. 2
R	West Pap No. 3
S	Hall Creek No. 4
T	West Pap No. 7
U	West Pap No. 6
V	Stonybrook No. 4
EE	West Pap No. 4

**City of La Vista**  
**EXHIBIT A - 2008**  
**WASTEWATER SERVICE AGREEMENT**  
**WITH CITY OF OMAHA**

Date: December 2008

SHEET 1 OF 2

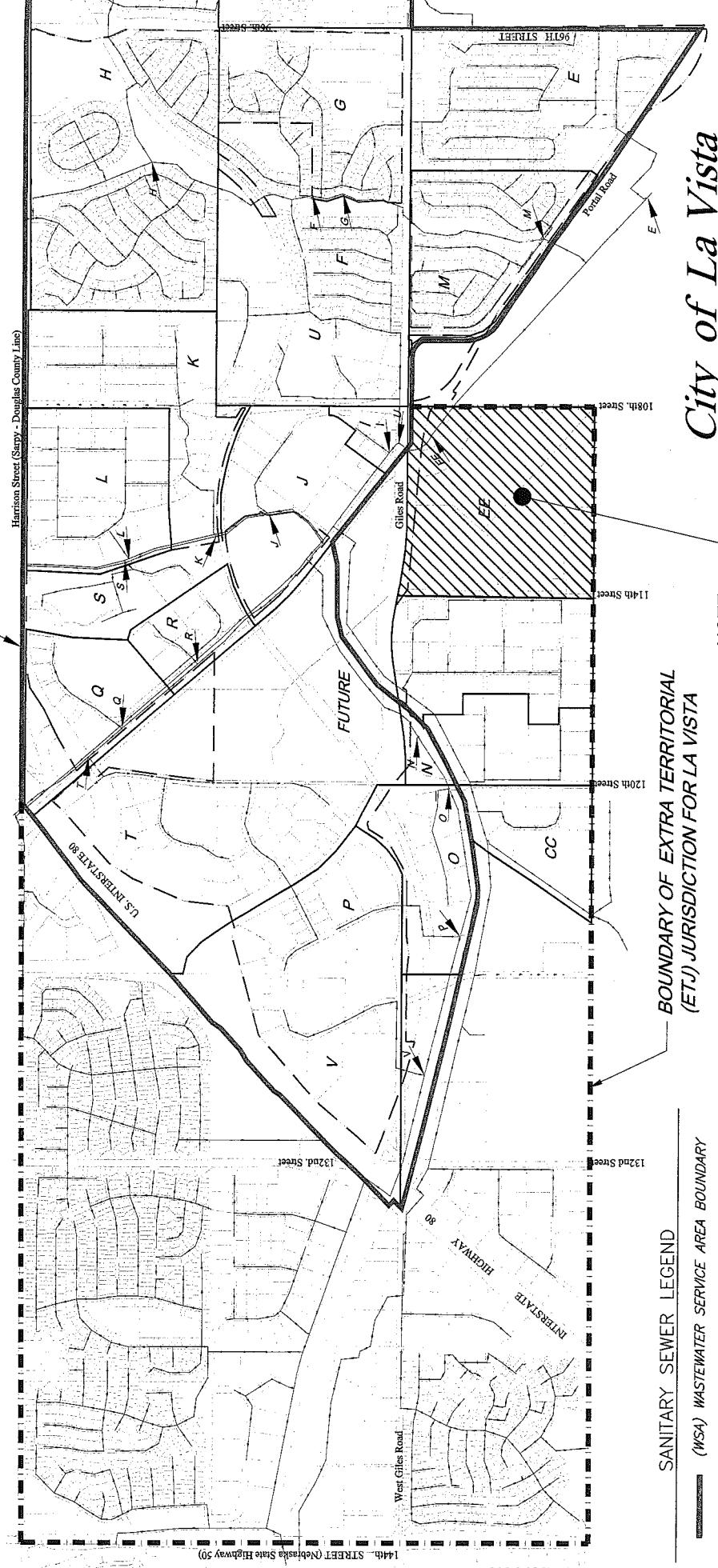
**TP 2 THOMPSON, DREESSEN & DORNER, INC.**  
**Consulting Engineers & Land Surveyors**  
10836 OLD MILL ROAD OMAHA, NEBRASKA 68154  
PHONE: 402.330.8880 FAX: 402.330.5666 EMAIL: TDD2MAIL@TDD2.COM  
WEBSITE: WWW.TDD2.COM

THIS MAP PREPARED BY:



171233 OMaha Sewer Renewal Exhibit 208 11X1.DWG

**BOUNDARY OF WASTEWATER SERVICE AREA**



**City of La Vista**

**EXHIBIT A - 2008  
WASTEWATER SERVICE AGREEMENT  
WITH CITY OF OMAHA**

Date: December 2008

SHEET 2 OF 2

**2 THOMPSON, DREESSEN & DORNER, INC.**  
Consulting Engineers & Land Surveyors  
10836 OLD MILL ROAD OMAHA, NEBRASKA 68154  
PHONE: 402.330.8860 FAX: 402.330.5866 EMAIL: TD2MAN@TD2CO.COM  
WEBSITE: WWW.TD2CO.COM

117137.OMAHA SEWER RENEWAL EXHIBIT 2008.1X17.DWG

THIS MAP PREPARED BY:

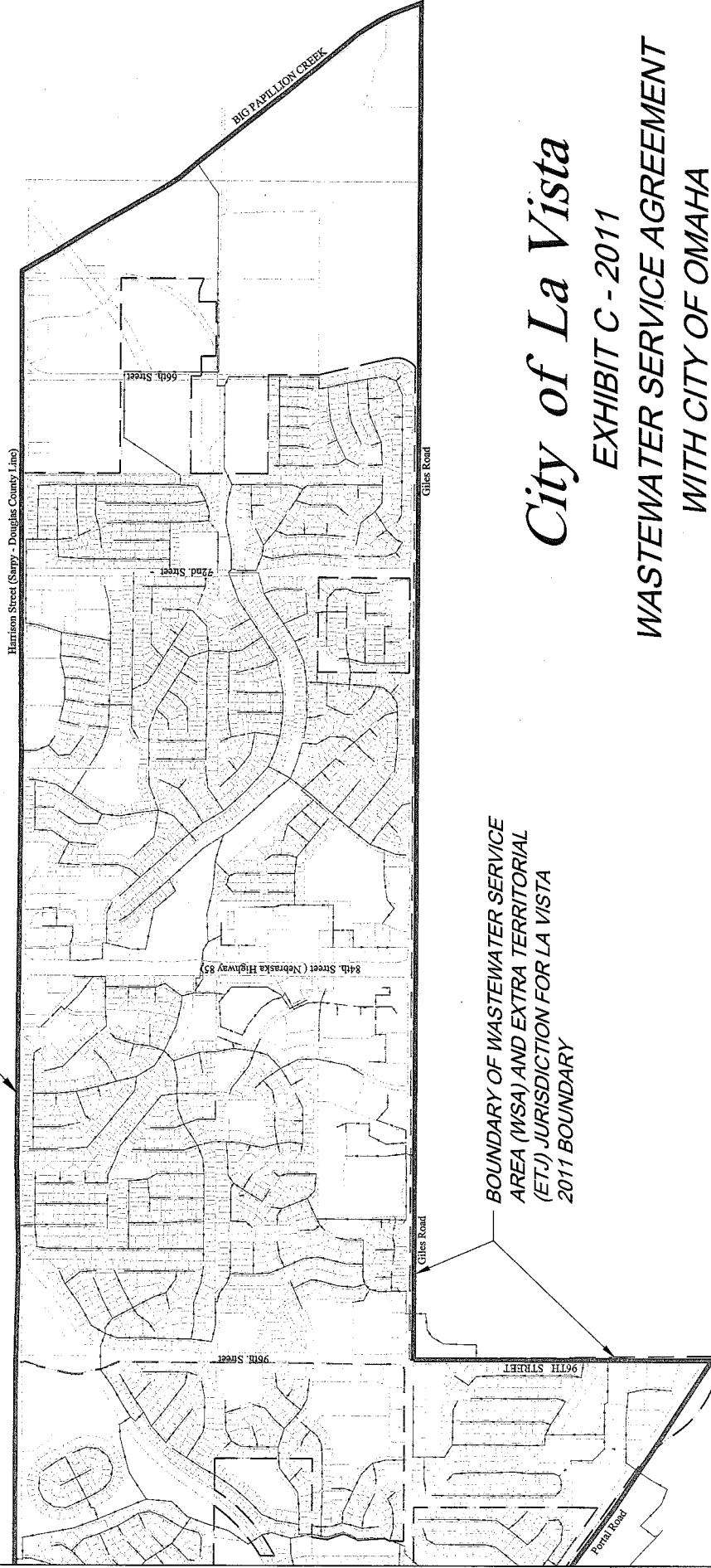


SCALE IN FEET





(ETJ & WSA)



**City of La Vista**  
**EXHIBIT C - 2011**  
**WASTEWATER SERVICE AGREEMENT**  
**WITH CITY OF OMAHA**

Date: December 2008

SHEET 1 OF 2

**TD 2 THOMPSON, DREESSEN & DORNER, INC.**  
Consulting Engineers & Land Surveyors  
10826 OLD MILL ROAD OMAHA, NEBRASKA 68154  
PHONE: 402.330.8660 FAX: 402.330.5668 EMAIL: TD2MAIL@TD2CO.COM  
WEBSITE: WWW.TD2CO.COM

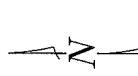
117237 OMAHA SEWER RENEWAL EXHIBIT 2008.1X7.DWGS



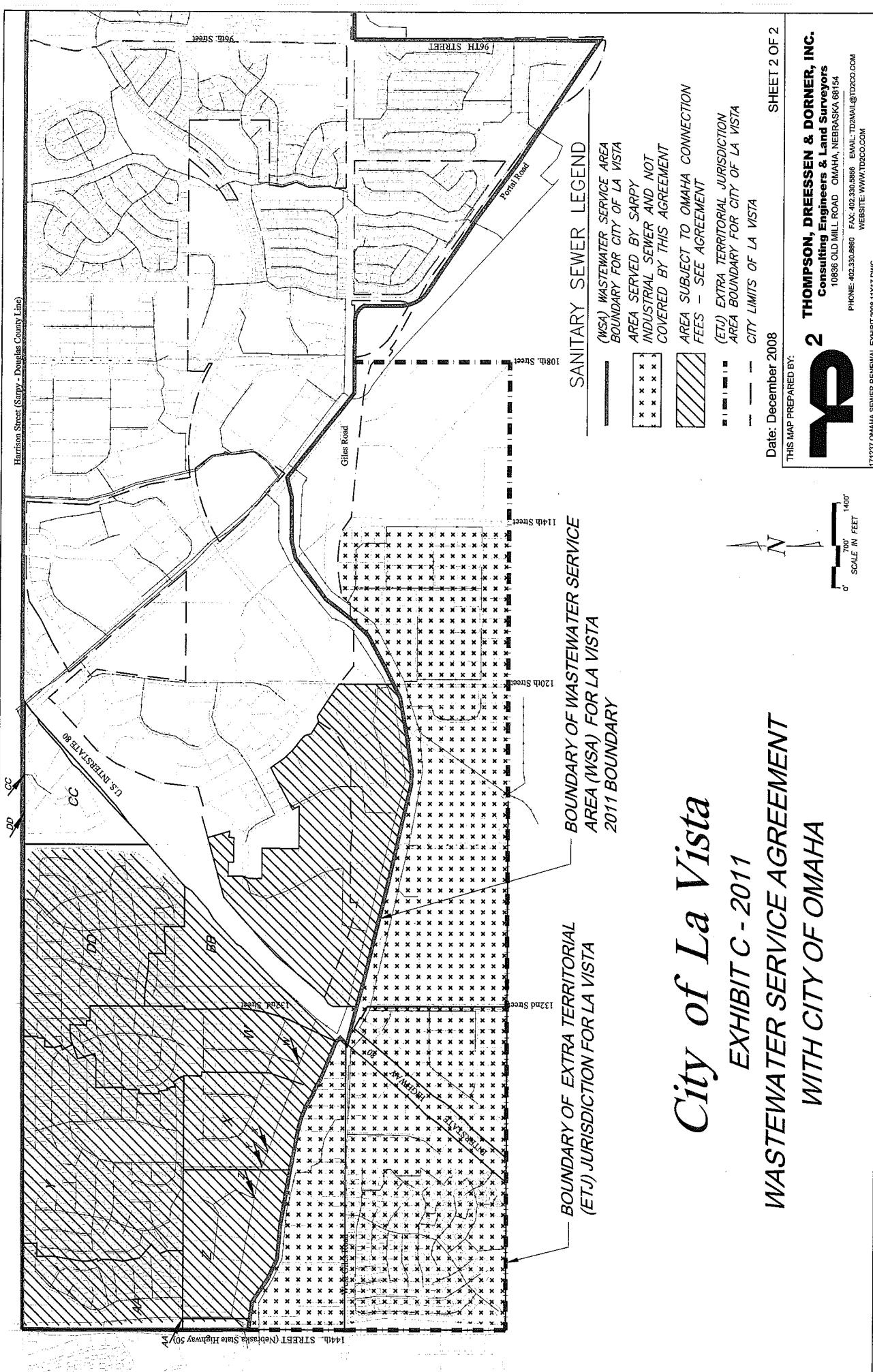
700

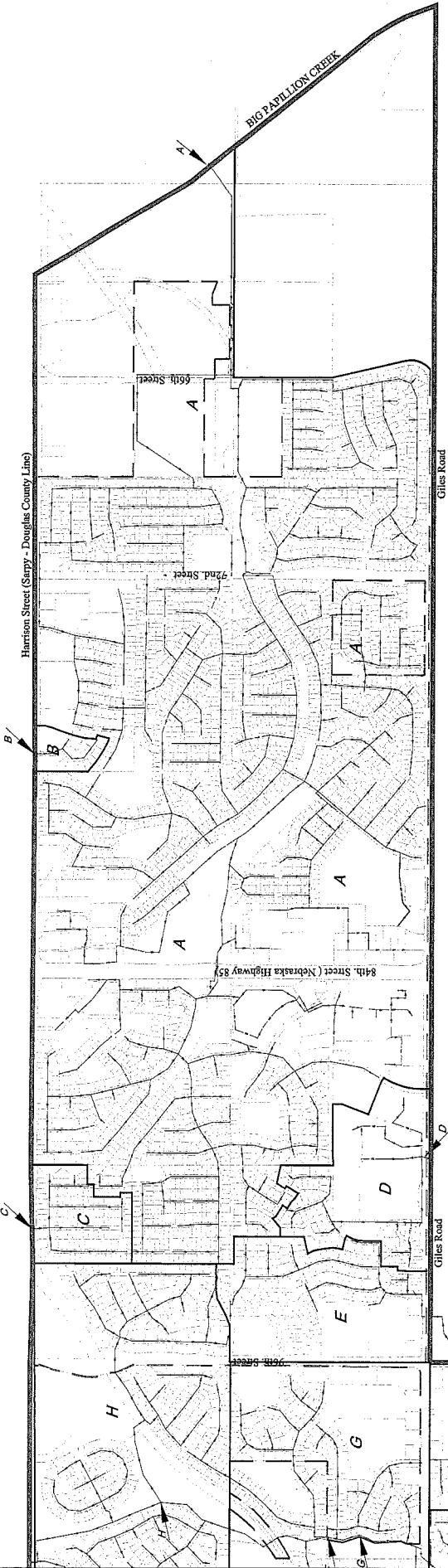
FEET

SCALE IN FEET



THIS MAP PREPARED BY:





CONNECTION POINT	NAME OF OUTFALL	SANITARY SEWER LEGEND
A	Big Pao No. 1	(WSA) WASTEWATER SERVICE AREA BOUNDARY
B	Harrison No. 1	— APPROXIMATE LOCATION OF INDIVIDUAL OUTFALLS
C	Harrison No. 2	— INDIVIDUAL OUTFALL DRAINAGE AREAS
D	Papillion No. 1	— INDIVIDUAL OUTFALL CONNECTION POINTS
E	West Papio No. 5	— CITY LIMITS BOUNDARY
F	Applewood No. 1	— SEWERS
G	Applewood No. 2	— (ETO) EXTRA TERRITORIAL JURISDICTION
H	Applewood No. 3	— AREA BOUNDARY FOR CITY OF LA VISTA
I	West Papio No. 1	
J	Hell Creek No. 1	
K	Hell Creek No. 2	
L	Hell Creek No. 3	
M	Applewood No. 4	
N	Stonybrook No. 1	
O	Stonybrook No. 2	
P	Stonybrook No. 3	
Q	West Papio No. 2	
R	West Papio No. 3	
S	Hell Creek No. 4	
T	West Papio No. 7	
U	West Papio No. 6	
V	Stonybrook No. 4	
W	Stonybrook No. 5	
X	Stonybrook No. 6	
Y	Stonybrook No. 7	
Z	Stonybrook No. 8	
A1	Stonybrook No. 9	
A2	Stonybrook No. 10	
BB	Harrison No. 3	
CC	Harrison No. 4	
DD	West Papio No. 4	
EE		

**City of La Vista**  
**EXHIBIT E - 2011**  
**WASTEWATER SERVICE AGREEMENT**  
**WITH CITY OF OMAHA**

Date: December 2008

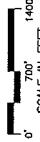
SHEET 1 OF 2

**2 THOMPSON, DREESSEN & DORNER, INC.**  
**Consulting Engineers & Land Surveyors**  
 10836 OLD MILL ROAD OMAHA, NEBRASKA 68154  
 PHONE: 402.330.8866 FAX: 402.330.8860 EMAIL: TD200@TD200.COM  
 WEBSITE: WWW.TD200.COM



THIS MAP PREPARED BY:  
**2 TD**  
 Consulting Engineers & Land Surveyors  
 10836 OLD MILL ROAD OMAHA, NEBRASKA 68154  
 PHONE: 402.330.8866 FAX: 402.330.8860 EMAIL: TD200@TD200.COM  
 WEBSITE: WWW.TD200.COM

131237 OMAHA SEWER RENEWAL EXHIBIT 2008.11X17.DWG

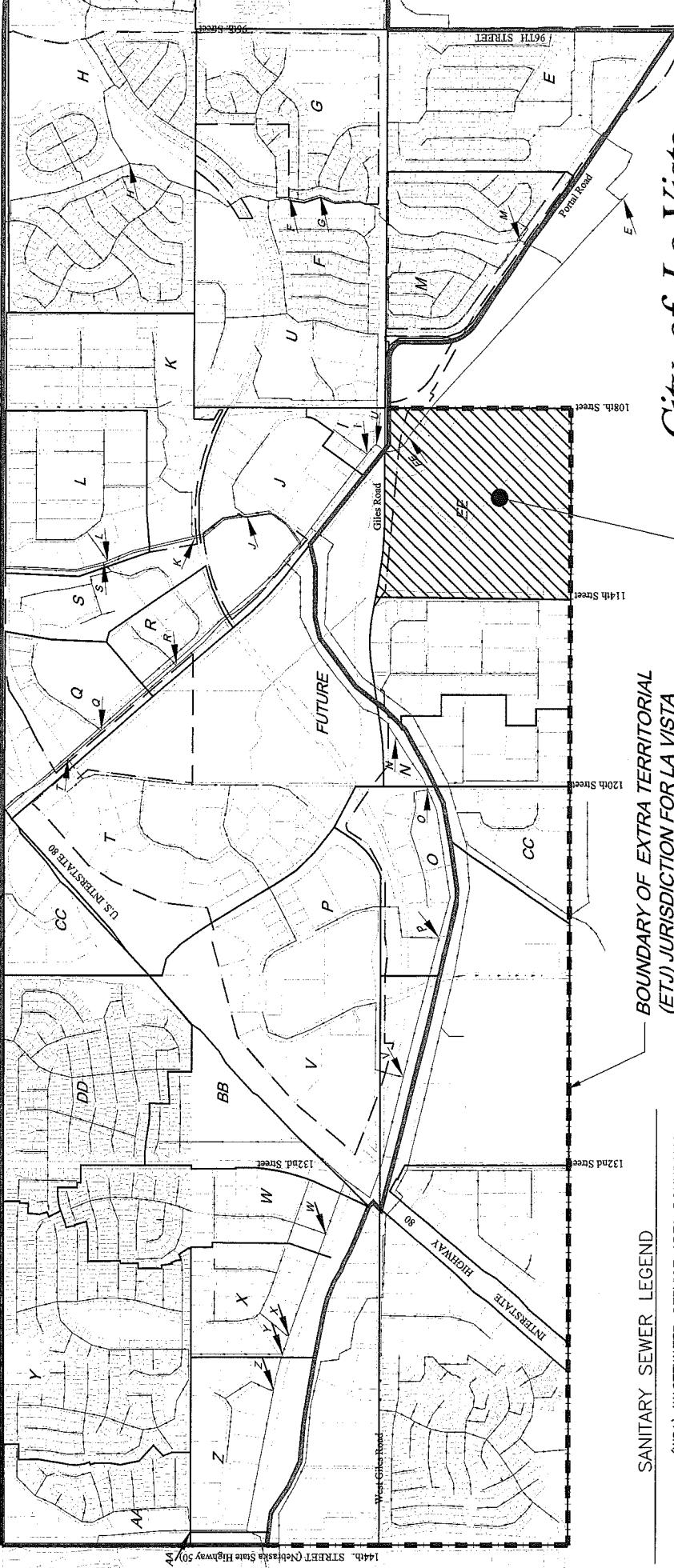


**BOUNDARY OF WASTEWATER SERVICE AREA**

Harrison Street (Sarpy - Douglas County Line)

**2011 BOUNDARY**

Map showing the 2011 Boundary of the Wastewater Service Area, delineated by a dashed line. The map includes labels for Harrison Street, 144th Street, 144th Street (Nebraska State Highway 50), 144th Street (Interstate 80), 132nd Street, 120th Street, 114th Street, 108th Street, 96th Street, and 96th Street.



**City of La Vista**

**EXHIBIT E - 2011  
WASTEWATER SERVICE AGREEMENT  
WITH CITY OF OMAHA**

Date: December 2008

SHEET 2 OF 2

THIS MAP PREPARED BY:

**2 THOMPSON, DREESSEN & DORNER, INC.**  
Consulting Engineers & Land Surveyors

10836 OLD MILL ROAD OMAHA, NEBRASKA 68154

PHONE: 402.330.8866 FAX: 402.330.8866 EMAIL: TD2MAIL@TD2CO.COM

WEBSITE: WWW.TD2CO.COM

SCALE IN FEET  
0' 700' 1400'

171237.OMAHA SEWER RENEWAL EXHIBIT 2008 11X17.DWG

**BOUNDARY OF WASTEWATER SERVICE AREA  
2011 BOUNDARY**

## SANITARY SEWER LEGEND

**(WSA) WASTEWATER SERVICE AREA  
BOUNDARY FOR CITY OF LA VISTA**

AREA SERVED BY SARPY  
INDUSTRIAL SEWER AND NOT  
COVERED BY THIS AGREEMENT

THIS AREA NOT SERVED BY SARPY  
INDUSTRIAL SEWER

**INDUSTRIAL JEWELRY**  
 **AREA TO BE ADDRESSED BY FUTURE AMENDMENTS**  
 **TO LA VISTA WASTEWATER SERVICE AREA.**

EX-2, 1931 MILITARY SERVICE AREA  
(ETJ) EXTRA TERRITORIAL JURISDICTION  
AREA BOUNDARY FOR CITY OF LA VISTA  
CITY LIMITS OF LA VISTA

Date: December 2008

THIS MAP PUBLISHED BY:

**THOMPSON, DREESSEN & DORNER, INC.**  
Consulting Engineers & Land Surveyors  
10836 OLD MILL ROAD OMAHA, NEBRASKA 68154  
PHONE: 402/330-8890 FAX: 402/330-8866 EMAIL: TDZM001@DOCO.COM

PHONE: 1.877.400.0000 | FAX: 1.877.400.1000 | EMAIL: [INFO@TD2CO.COM](mailto:INFO@TD2CO.COM)  
WEBSITE: [WWW.TD2CO.COM](http://WWW.TD2CO.COM)

1171237 OMAHA SEWER RENEWAL EXHIBIT 2008 11X17.DWG

SHEET 1 OE 2

כינור

卷之三

ORNEK, INC.

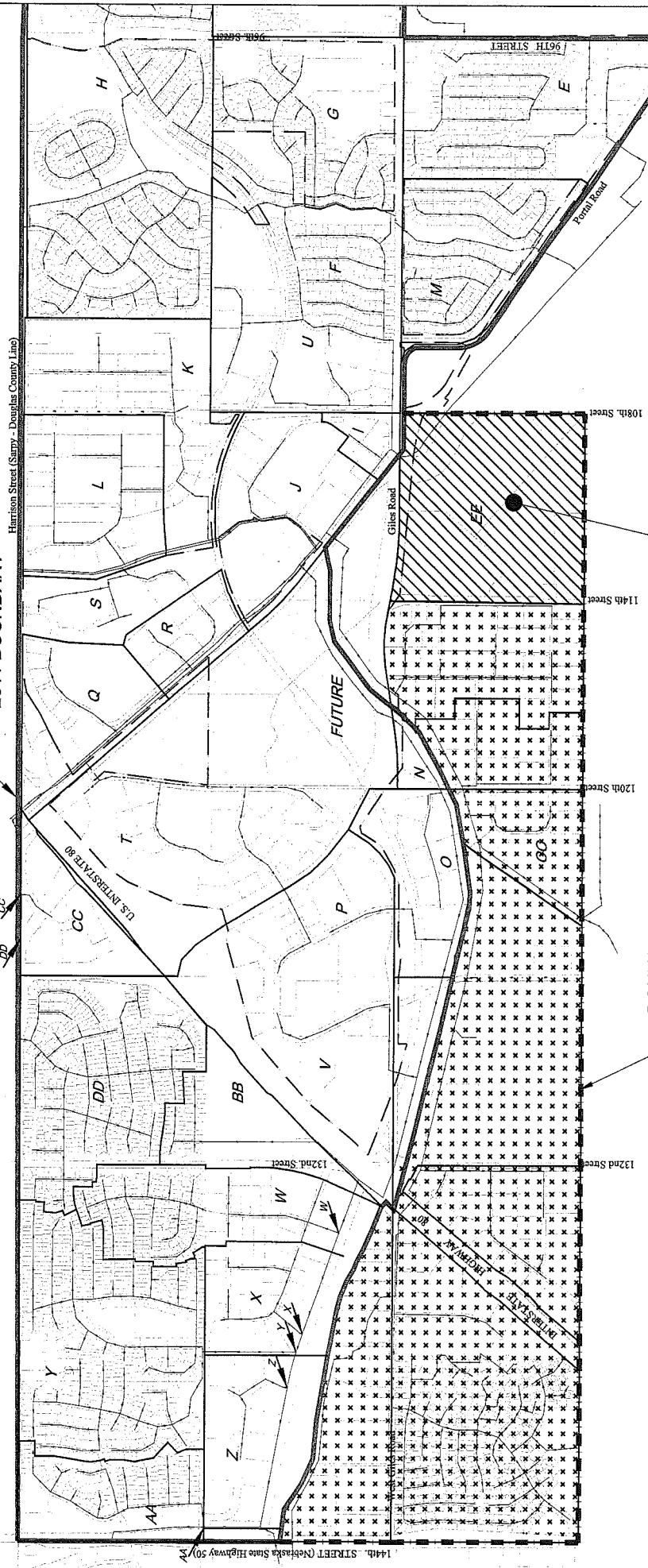
Surveyors  
KA 68154

www.oxfordtextbooks.co.uk

www.ajl.org

111

**BOUNDARY OF WASTEWATER SERVICE AREA  
2011 BOUNDARY**



**SANITARY SEWER LEGEND**

(WSA) WASTEWATER SERVICE AREA  
BOUNDARY FOR CITY OF LA VISTA

AREA SERVED BY SARPY  
INDUSTRIAL SEWER AND NOT  
COVERED BY THIS AGREEMENT

THIS AREA NOT SERVED BY SARPY  
INDUSTRIAL SEWER

AREA TO BE ADDRESSED BY FUTURE AMENDMENTS  
TO LA VISTA WASTEWATER SERVICE AREA.  
(ETJ) EXTRA TERRITORIAL JURISDICTION  
AREA BOUNDARY FOR CITY OF LA VISTA  
CITY LIMITS OF LA VISTA

**BOUNDARY OF EXTRA TERRITORIAL  
(ETJ) JURISDICTION FOR LA VISTA**

NOTE:  
AREA IS NOT SERVED BY SARPY IND. SEWER

**City of La Vista  
EXHIBIT B - 2008  
WASTEWATER SERVICE AGREEMENT  
WITH CITY OF OMAHA**

Date: December 2008

THIS MAP PREPARED BY:

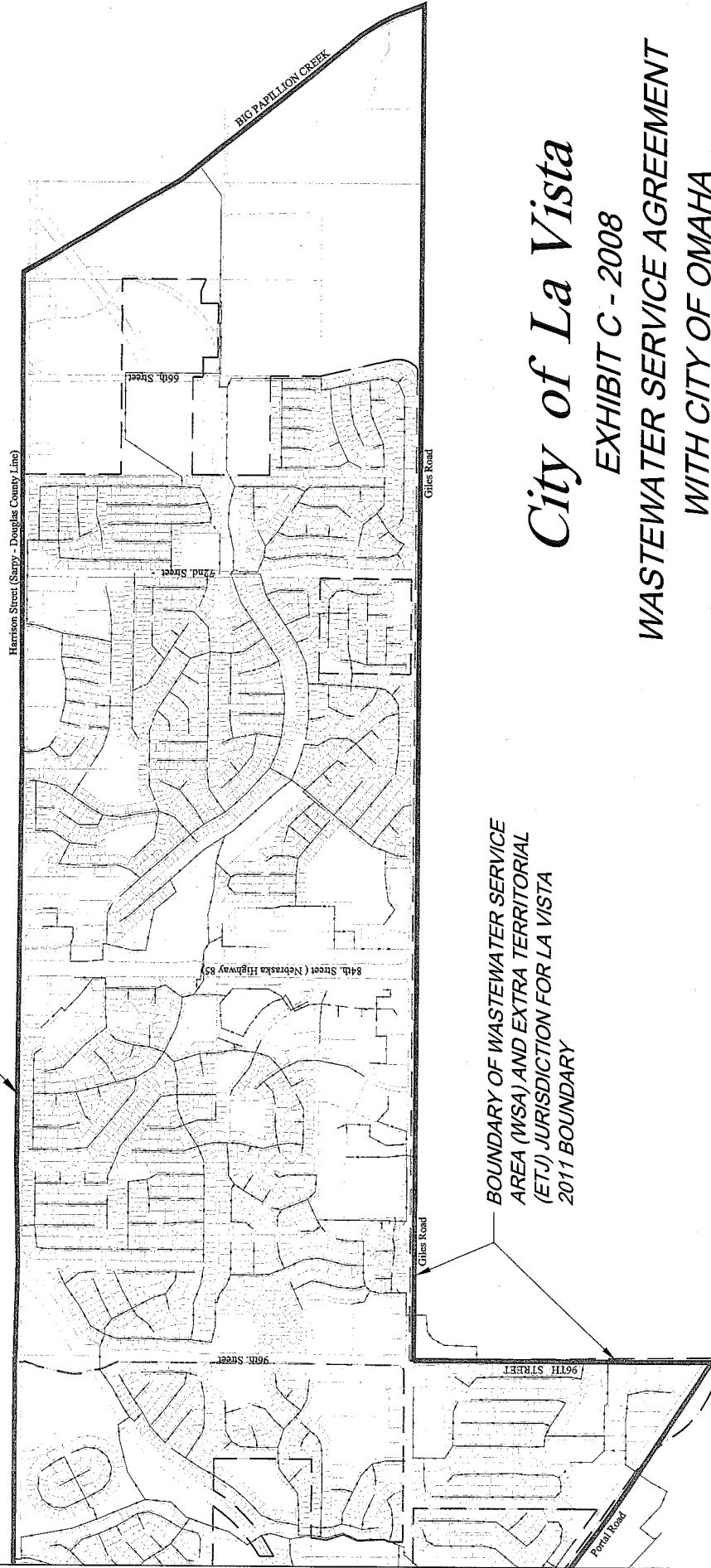
**THOMPSON, DREESSEN & DORNER, INC.**  
Consulting Engineers & Land Surveyors  
10836 OLD MILL ROAD OMAHA, NEBRASKA 68154  
PHONE: 402.330.8866 FAX: 402.330.8866 EMAIL: TDMAIL@TD2CO.COM  
WEBSITE: WWW.TD2CO.COM

SHEET 2 OF 2

700' 1400'  
SCALE IN FEET

171237 OMAHA SEWER RENEWAL EXHIBIT 2008.11X17.DWG

(ETJ & WSA)



**City of La Vista**  
**EXHIBIT C - 2008**  
**WASTEWATER SERVICE AGREEMENT**  
**WITH CITY OF OMAHA**

**SANITARY SEWER LEGEND**

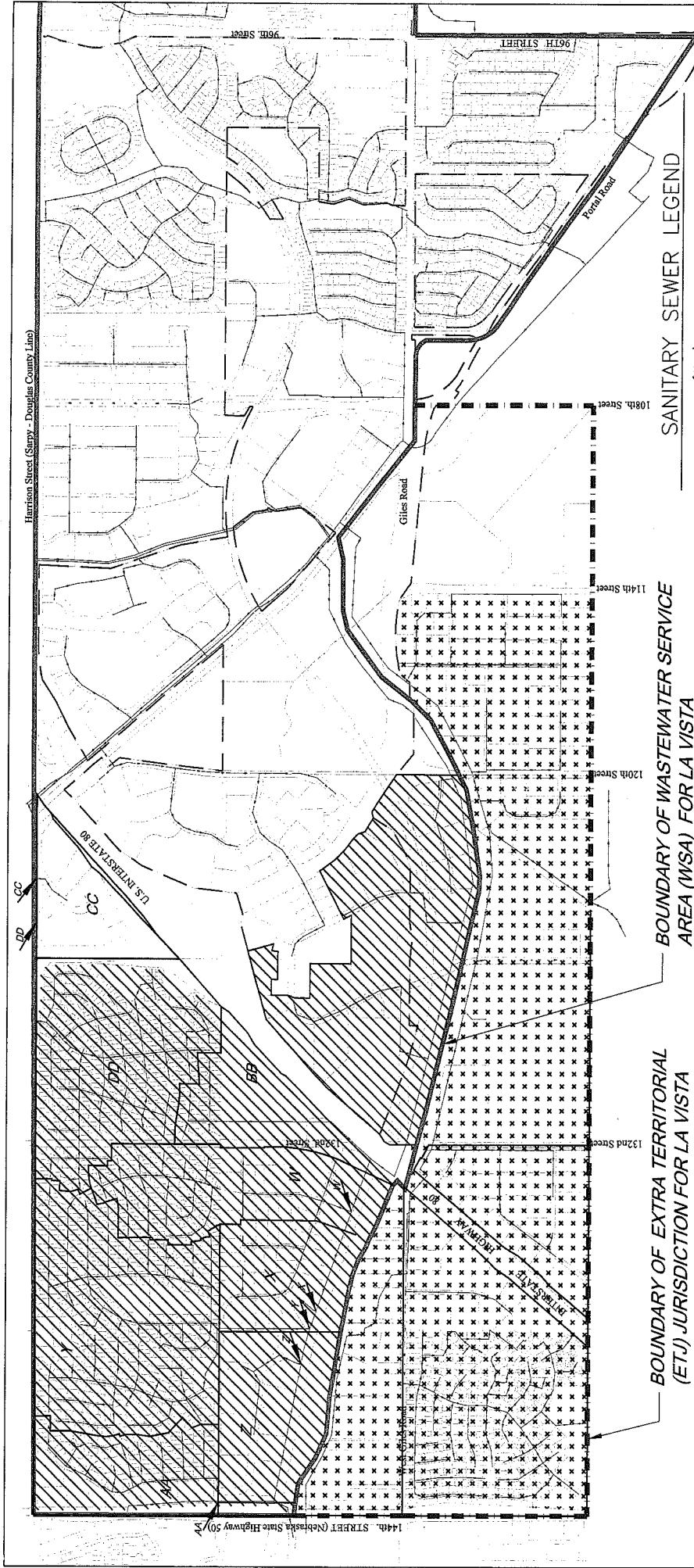
- (WSA) WASTEWATER SERVICE AREA  
BOUNDARY FOR CITY OF LA VISTA
- ××××× AREA SERVED BY SARPY  
INDUSTRIAL SEWER AND NOT  
COVERED BY THIS AGREEMENT
- AREA SUBJECT TO OMAHA CONNECTION  
FEES - SEE AGREEMENT
- (ETJ) EXTRA TERRITORIAL JURISDICTION  
AREA BOUNDARY FOR CITY OF LA VISTA
- CITY LIMITS OF LA VISTA

Date: December 2008

SHEET 1 OF 2

**2 THOMPSON, DREESSEN & DORNER, INC.**  
Consulting Engineers & Land Surveyors  
10836 OLD MILL ROAD OMAHA, NEBRASKA 68154  
PHONE: 402.330.5880 FAX: 402.330.5886 EMAIL: TD2MAIL@TD2CO.COM  
WEBSITE: WWW.TD2CO.COM

171237 OMAHA SEWER RENEWAL EXHIBIT 2008.11X17.DWG



**BOUNDARY OF WASTEWATER SERVICE AREA (MSA) FOR LA VISTA  
2011 BOUNDARY**

**SANITARY SEWER LEGEND**

- (MSA) WASTEWATER SERVICE AREA BOUNDARY FOR CITY OF LA VISTA
- AREA SERVED BY SARPY INDUSTRIAL SEWER AND NOT COVERED BY THIS AGREEMENT
- AREA SUBJECT TO OMAHA CONNECTION FEES - SEE AGREEMENT
- (ETJ) EXTRA TERRITORIAL JURISDICTION AREA BOUNDARY FOR CITY OF LA VISTA
- CITY LIMITS OF LA VISTA

Date: December 2008

THIS MAP PREPARED BY:



**THOMPSON, DREESSEN & DORNER, INC.**  
Consulting Engineers & Land Surveyors

10836 OLD MILL ROAD   OMAHA, NEBRASKA 68154  
PHONE: 402.330.8680   FAX: 402.330.5886   EMAIL: TD2MAIL@TD2CO.COM  
WEBSITE: WWW.TD2CO.COM

SHEET 2 OF 2

**City of La Vista  
EXHIBIT C - 2008  
WASTEWATER SERVICE AGREEMENT  
WITH CITY OF OMAHA**

700' 1400'  
SCALE IN FEET

171237.OMAHA SEWER RENEWAL EXHIBIT 2008.11X17.DWG