

## MEMORANDUM

TO: Programs, Projects & Operations Subcommittee

FROM: Amanda Grint, Water Resources Engineer

SUBJECT: Interlocal Agreement with SID 347 for Sewer Connection Project at WP2

DATE: October 7, 2021

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The District purchased property for the WP2 project, located near 180<sup>th</sup> and Giles Road, in November 2020 and has been in coordination with the adjacent development since then. A sanitary sewer connection will be necessary for the adjacent SID 347. The sewer is planned to cross the creek at the location of the water quality basin embankment for the WP2 project. The District has previously granted an easement for the sewer to SID 347. The attached map shows the proposed WP2 project and the proposed sewer alignment.

The SID would like to construct the sewer connection yet this fall or next spring, but the water quality basin embankment needs to be in place first. To best construct the water quality embankment and meet the timeline of the SID, an interlocal agreement is proposed, providing for the District to build the two items (water quality embankment and sanitary sewer) at the same time. This work would be bid by the District prior to the WP2 dam embankment, spillway, and recreation features. The interlocal agreement outlines the responsibilities of the SID 347 engineer and the District's WP2 engineer, FYRA Engineering. All design, specifications and construction observation would be completed by the SID 347 engineer for the sewer work and by FYRA Engineering for the water quality embankment work. SID 347 will pay their engineer directly for those services. SID 347 will reimburse 100% of the District's sanitary sewer construction costs.

**Staff recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute an interlocal agreement with SID 347 of Sarpy County, Nebraska, for the Sewer Connection Project at the District's WP2 project site subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.**



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REGIONAL DETENTION BASIN WP-2  
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT  
SARPY COUNTY, NEBRASKA  
2018

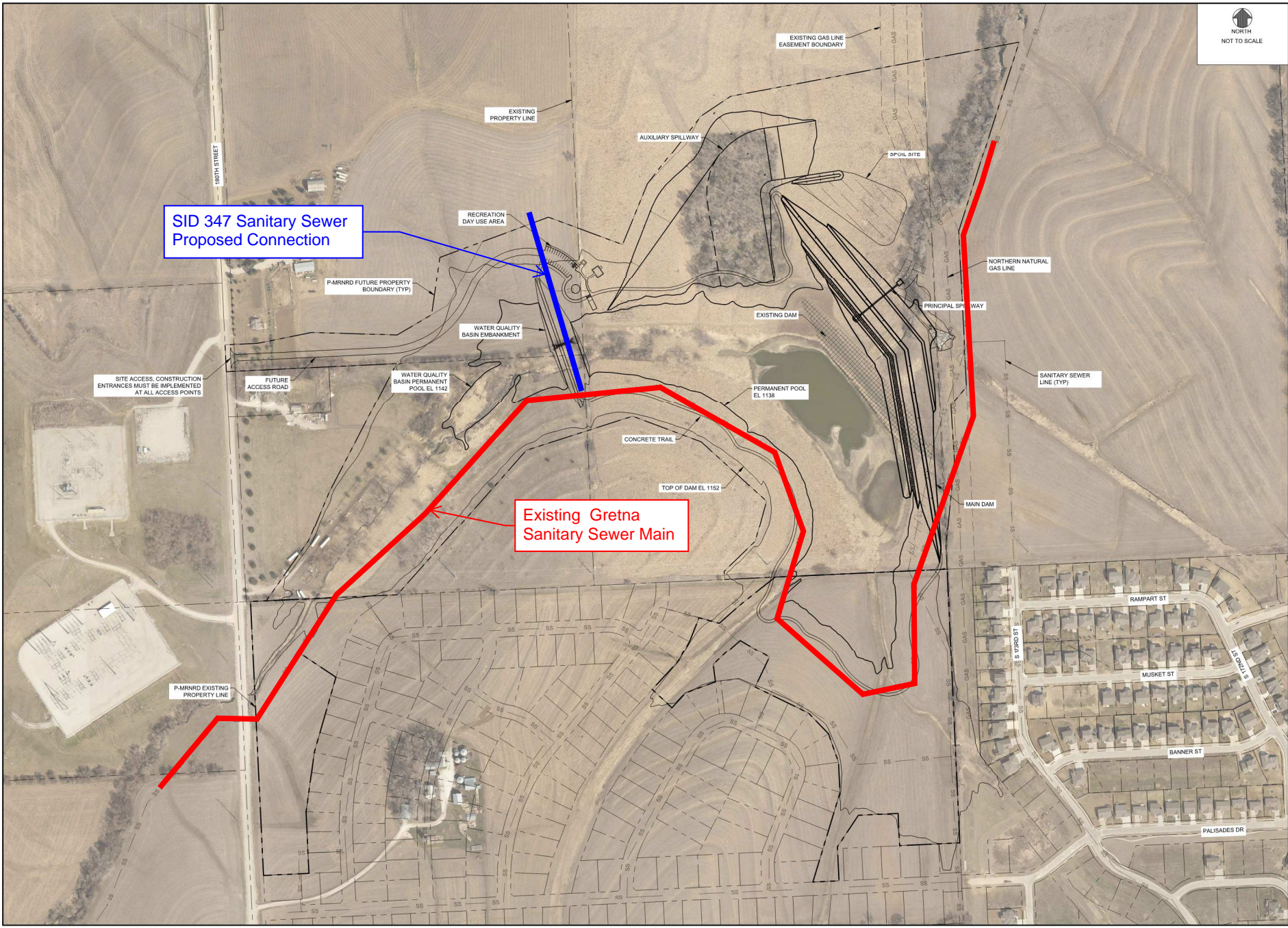
ENGINEER'S SEAL

REVISIONS	
NO.	DATE

DESIGNED BY: SEM  
DRAWN BY: XXXX  
QA / QC BY: XXXX  
PROJECT NO.: 001-17-01  
DATE: XXXX-XXXX

TITLE  
**RESERVOIR PLAN**

SHEET  
**B.1**



**SID 347 Sanitary Sewer Proposed Connection**

**Existing Gretna Sanitary Sewer Main**

## INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement effective this \_\_\_ day of \_\_\_\_\_ 2021 (the "Effective Date"), by and between **Sanitary and Improvement District No. 347 in the County of Sarpy, State of Nebraska** (herein "**SID 347**") and **Papio-Missouri River Natural Resources District** (herein the "**District**"), being both public agencies as defined in the Nebraska Interlocal Cooperation Act.

WHEREAS, SID 347 comprises the Giles Pointe Subdivision in Sarpy County, Nebraska;

WHEREAS, District owns the property immediately south of Giles Pointe Subdivision;

WHEREAS, District granted SID 347 a sanitary sewer easement pursuant to the terms of the Permanent Storm Sewer and Sanitary Sewer Easement Agreement recorded on April 22, 2021 as Instrument No. 2021-15596 in the records of Sarpy County, Nebraska (the "Easement") for the purpose of installing, operating, maintaining and replacing certain sanitary sewer and related improvements (the "Sanitary Sewer") on a portion of the District's land adjacent to SID 347; and

WHEREAS, the Easement is located within a water quality basin embankment (the "Embankment") to be constructed by District;

WHEREAS, SID 347 and District desire to cooperate in contracting for construction of the Sanitary Sewer in conjunction with construction of the Embankment; and

WHEREAS, in order to promote the health, safety, and welfare of the residents of all of the Parties to this Agreement and pursuant to the authority granted to the Parties per the Interlocal Cooperation Act, Section 13-801, et. seq., SID 347 and District are authorized to enter into this Agreement with each other so as to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of such political subdivisions.

NOW, THEREFORE, IT IS AGREED as follows:

1. Purpose. The purpose of this agreement is to permit SID 347 and District to cooperate on a basis of mutual advantage to install the Sanitary Sewer within the Embankment, which Sanitary Sewer serves the lots located within SID 347. The Sanitary Sewer and the Embankment shall be hereinafter collectively referred to as the "Improvements."

2. Plans and Construction Management and Supervisions. SID 347 has contracted with E & A Consulting Group, Inc. ("E & A"), professional engineers in the State of Nebraska, for the completion of the plans and specifications for the construction of the Sanitary Sewer. District has contracted with FYRA Engineering, Inc. ("FYRA"), professional engineers in the State of Nebraska, for the completion of the plans and specifications for the construction of the

Embankment. The plans and specifications for the construction of the Sanitary Sewer shall be submitted to District, for approval, which shall not be unreasonably withheld or delayed. Upon District's approval the plans and specifications for the construction of the Sanitary Sewer shall be included within District's plans and specification for construction of the Embankment, which, upon completion, shall constitute the plans and specifications for the Improvements. Once the plans and specifications for the Improvements are completed, such plans and specifications shall be submitted to E & A for approval in writing on behalf of SID 347, which approval will not be unreasonably withheld or delayed. Thereafter, any changes to the plans and specifications for the Improvements or the contract for construction of the Improvements shall be approved in writing by each of the parties, which approval shall not be unreasonably withheld or delayed. Construction observation of the installation of the Sanitary Sewer shall be performed by E&A on behalf of SID 347. The bidding phase services for the Improvements shall be done by FYRA. Construction observation of the installation of the Embankment shall be performed by FYRA.

3. Bidding of Project. Upon completion of the plans and specifications for the Improvements and approval thereof as provided herein, District shall publish a notice to contractors for construction of the Improvements in accordance with applicable Nebraska Statutes. The notice to contractors shall require bids for construction of the Improvements to separately itemize costs for the Sanitary Sewer and the Embankment. Upon receipt of all bids for construction of the Improvements, District shall award the contract for construction of the Improvements to the lowest responsible bidder in accordance with applicable Nebraska Statutes. The terms and conditions of the contract for the Improvements shall be approved in writing by SID 347 prior to awarding the contract to the lowest responsible bidder, which approval shall not be unreasonably withheld or delayed.

4. Construction. Construction of the Improvements shall be in accordance with the plans and specifications approved by the parties in accordance with paragraphs 2 and 3 hereof. SID 347 and/or District may at any time cause inspection of the work to ensure compliance with the plans and specifications.

5. Payment of the Costs of the Improvements. District shall pay the contractor 100% of the contract price for the Improvements directly to the contractor. Upon receipt of a letter from District certifying payments of the foregoing amount to the contractor by District, SID 347 shall reimburse District for 100% of the contract price relating to the Sanitary Sewer which amount shall not include any costs for attorney fees, publication costs, accounting, financing or acquisition of financing, incurred by either District or SID 347. The foregoing payment shall be made within sixty (60) days after receipt of the foregoing letter by the issuance of warrants payable to District. E & A shall submit invoices for the services rendered hereunder to SID 347 and FYRA shall submit invoices for the services rendered hereunder to the District.

6. Records. SID 347 and District shall each maintain their records of all construction and other costs incurred in connection with the Improvements.

7. Duration. This Agreement shall continue until such time as construction of the Improvements has been completed and all payments required under this Agreement have been made by the parties.

8. Appointment of Administrator. E & A shall administer this contract on behalf of SID 347. FYRA shall administer this contract on behalf of the District.

9. Indemnification.

- a) SID 347 shall indemnify District and hold District harmless from and against any and all claims, demands, causes of action, damages, costs and expenses, including court costs and attorney fees, in whole or in part arising out of or relating to the installation of the Sanitary Sewer, except for those caused by the sole negligence or willful conduct of District.
- b) District shall indemnify SID 347 and hold 347 harmless from and against any and all claims, demands, causes of action, damages, costs and expenses, including court costs and attorney fees, in whole or in part arising out of or relating to the installation of the Embankment, except for those caused by the sole negligence or willful conduct of SID 347.

9. Interlocal Cooperation Act. This agreement is entered into between the parties pursuant to the Interlocal Cooperation Act of the State of Nebraska, Sections 13-801 – 13-827 of the Nebraska Revised Statutes, as amended). The parties agree:

- a) There is no separate legal or administrative entity created hereby
- b) The purpose hereof is as stated in paragraph no. 1 and the recitals hereto.
- c) Termination of this agreement other than as herein expressly provided for and any modification of the terms hereof shall require the mutual agreement of the parties as evidenced by formal resolution of their respective governing bodies or by written agreement of their respective designees as approved by formal resolution.

10. Consistency of Action. SID 347 and District each agree to take such actions as are needed to carry out the terms hereof and to refrain from taking any such action that is inconsistent with the terms hereof.

11. 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.

12. Effective Date. This contract shall become effective as of the Effective Date.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers on the date and year first above written.

ATTEST:

SANITARY AND IMPROVEMENT DISTRICT  
NO. 347 OF SARPY COUNTY, NEBRASKA

By: \_\_\_\_\_  
Michelle Zimmerman, Clerk

By: \_\_\_\_\_  
John Hughes, Chairman

Date: \_\_\_\_\_

PAPIO-MISSOURI RIVER NATURAL  
RESOURCES DISTRICT

By: \_\_\_\_\_  
John Winkler, General Manager

Date: \_\_\_\_\_