

Agenda Item: 10.

MEMORANDUM

TO: Programs, Projects, and Operations Subcommittee

FROM: Eric Williams, Natural Resources Planner

SUBJECT: Sarpy County, Southern Ridge Wastewater Treatment Study
Interlocal Agreement

DATE: June 4, 2015

District staff have participated in preliminary planning meetings coordinated by Sarpy County for the Southern Ridge Wastewater Treatment Study. The County has asked each of the five cities for contributions to fund Phase 1B of this ongoing study, and plans to request funding from utilities and MAPA. Sarpy County has requested that the District also provide a financial contribution toward the stud to match the \$25,000 requested contribution from each city. An Interlocal Agreement will be signed by each participating party to document the responsibilities and contributions.

It recommended that the PPO Subcommittee recommend to the Board of Directors to authorize the General Manager to sign an Interlocal Agreement with Sarpy County for reimbursement in the amount of \$25,000 on the Southern Ridge Wastewater Treatment Study, subject to changes deemed necessary by the General Manager and approved as to form by District Legal Counsel.

Sarpy County Board of Commissioners

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DEPUTY ADMINISTRATOR Scott Bovick
FISCAL ADMIN./PURCHASING AGT. Brian Hanson



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May 19, 2015

John Winkler, General Manager
Papio Missouri NRD
8901 S. 154th St.
Omaha, NE 68138-3621

Dear John:

First off, thank you for joining us at the May 7th meeting regarding the Southern Ridge Wastewater Treatment Study. As you know, the solution to Sarpy County's wastewater problem in the Platte River Basin is critical to the growth of Sarpy County over the next 30-40 years. It is not only important from a growth and economic development standpoint, but also from an environmental one as well. The protection of water wells for MUD, Springfield and Papillion are of major concern as is the Platte River.

I have requested \$25,000 from each of our five (5) cities to participate in the Phase 1B portion of the study and will ask for assistance from utilities and the MAPA. The cost of Phase 1B is \$412,000 and I would ask that the Papio Missouri NRD consider matching the city contribution of \$25,000. I hope your Board will give serious consideration to this request in order that we can move forward as a community to complete this important phase of the study.

Sincerely,

Mark Wayne, Sarpy County Administrator

Draft

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. Outline the specific process, governance, implementation steps, and timeline for provision of wastewater service in southern Sarpy County.
8. Prepare a Memorandum of Understanding or assist with a Governance Agreement as applicable upon completion of Phase 1B.

9. Other elements as outlined or contained in the Phase 1B Project Scope which is attached hereto and incorporated as Attachment A.

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 \$412,000. Such fees shall be paid by the Parties to this agreement with each municipality contributing \$25,000 which shall be nonrefundable. 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]