

**RESOLUTION APPROVING AGREEMENT FOR CONNECTION AND  
WASTEWATER SERVICE BETWEEN THE SARPY COUNTY AND CITIES  
WASTEWATER AGENCY AND THE CITY OF SPRINGFIELD**

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, et seq. (the “Act”), Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna entered into an agreement (as amended, the “Formation Interlocal”), and formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the “Agency”) (all capitalized terms not otherwise expressly defined herein shall have the same meanings as provided in the Formation Interlocal);

WHEREAS, pursuant to the Formation Interlocal, the Agency was formed to manage, operate, or contract for wastewater management and operation services for the Unified SSWS, and the Agency has the power and authority to, among other things, make and execute contracts and other instruments necessary or convenient to exercise its powers, including, but not limited to, service and management agreements, and contracts for the acquisition, financing, construction, and operation of the Unified SSWS;

WHEREAS, the City of Springfield (“Springfield”) desires for the Agency to provide certain wastewater conveyance and related services; and

WHEREAS, the Agency Board discussed the Agreement for Connection and Wastewater Service between the Agency and Springfield attached hereto as **Exhibit A** (the “Connection Agreement”), and after discussion with Agency staff and advisors, the Agency Board deemed it necessary and appropriate to approve the Connection Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD THAT the Connection Agreement in the form attached hereto as **Exhibit A** is hereby approved, subject to clerical and/or administrative changes deemed necessary and approved by the Chair, Vice Chair, and Agency Administrator and approved as to form by Agency legal counsel; and

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE AGENCY BOARD THAT the Connection Agreement be presented and subject to the approval of Springfield’s governing body.

The above Resolutions were approved by a vote of the Sarpy County and Cities Wastewater Agency Board at a public meeting duly held in accordance with applicable law on the 20th day of November, 2024.

ATTEST:

Lisa A. Haine  
Sarpy County and Cities  
Wastewater Agency Secretary



David R. Kelly  
Sarpy County and Cities Wastewater  
Agency Board Chair

**EXHIBIT A**

**Connection Agreement**

[Attached]

**AGREEMENT FOR CONNECTION AND WASTEWATER SERVICE BETWEEN THE  
SARPY COUNTY AND CITIES WASTEWATER AGENCY AND THE CITY OF  
SPRINGFIELD, NEBRASKA**

THIS AGREEMENT is made this 3rd day of December, 2024, by and between THE SARPY COUNTY AND CITIES WASTEWATER AGENCY (hereinafter the “SCCWWA”), and the CITY OF SPRINGFIELD, NEBRASKA, a municipal corporation of the State of Nebraska (hereinafter the “Member”). Capitalized terms used herein shall have the same meaning as defined in the Formation Interlocal (as defined below), unless otherwise specified herein.

WHEREAS, Member is a municipal corporation, duly created and validly existing under the laws of the State of Nebraska;

WHEREAS, the SCCWWA was created as a separate body corporate and politic by the County and the Cities pursuant to the Interlocal Agreement Creating the Sarpy County and Cities Wastewater Agency dated September 19, 2017 (as amended, the “Formation Interlocal”), by the authority granted under the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. 13-801, *et seq.*;

WHEREAS, pursuant to Sections V(A)(11) and VII of the Formation Interlocal, the SCCWWA, with the approval of the SCCWWA Board and the affected SCCWWA Member(s), has the power and authority to establish the area over which the SCCWWA has sole jurisdiction to authorize, design, construct, and control the Unified SSWS (as defined in the Formation Interlocal) to the exclusion of all other sewer systems (such area, as amended or modified in accordance with the Formation Interlocal from time to time, the “SCCWWA’s Jurisdiction”);

WHEREAS, pursuant to SCCWWA Resolution No. 2019-004, the SCCWWA approved and established the SCCWWA’s Jurisdiction subject to (a) the terms of the Gretna Sewer Interlocal (as defined in said Resolution), and (b) the terms of the Springfield Sewer Interlocal (as defined below). The individual governing bodies of Sarpy County, Bellevue, Gretna, La Vista, Papillion and Springfield subsequently approved the SCCWWA’s Jurisdiction in accordance with the Formation Interlocal;

WHEREAS, also pursuant to SCCWWA Resolution No. 2019-004, the SCCWWA adopted and approved the SCCWWA’s Growth Management Plan and pursuant to SCCWWA Resolution No. 2020-013, the SCCWWA adopted and approved the initial Growth Management Plan Implementing Policies and Procedures applicable to the SCCWWA’s Jurisdiction (collectively, as amended, supplemented or replaced from time to time, the “Growth Management Plan”). Sarpy County, Bellevue, Gretna, La Vista, Papillion and Springfield subsequently approved the Growth Management Plan in accordance with said Resolution. The Growth Management Plan was last amended pursuant to SCCWWA Resolution No. 2023-019);

WHEREAS, pursuant to SCCWWA Resolution No. 2020-014, the SCCWWA adopted and approved the SCCWWA’s Sewer User Rates and Connection Fees Schedule and Related Policies and Procedures applicable to the SCCWWA’s Jurisdiction (collectively, as amended, supplemented or replaced from time to time, the “SCCWWA Rates/Fees Schedule”). Sarpy County, Bellevue, Gretna, La Vista, Papillion and Springfield subsequently approved the

SCCWWA Rates/Fees Schedule in accordance with said Resolution. The SCCWWA Rates/Fees Schedule was last amended on April 24, 2024 pursuant to SCCWWA Resolution No. 2024-012;

WHEREAS, the SCCWWA and the Member are also parties to that certain Interlocal Agreement for the Operation of the Springfield Sewer System Located in the SCCWWA's Jurisdiction effective July 9, 2019 (the "Springfield Sewer Interlocal"), concerning the Member's ownership, operation, maintenance, design, construction, extension and collection of revenue from the Springfield Sewer System (as defined therein) located within the Member's extraterritorial planning and zoning jurisdiction. The Springfield Sewer Interlocal was approved by the SCCWWA pursuant to SCCWWA Resolution No. 2019-004;

WHEREAS, except as set forth in Section 6(c) below, pursuant to Section 2(b)(i) of the Springfield Sewer Interlocal, so long as the Member has been a SCCWWA Member from SCCWWA inception until the time the Springfield Sewer System is connected to the Unified SSWS, then the Member shall pay no fees, costs, charges, or connection charges of any kind to the SCCWWA in order for such portion of the Springfield Sewer System to be connected into the Unified SSWS but only to the extent the non-payment of such fees, costs, charges, or connection charges is consistent with applicable SCCWWA policies then in effect and the other Members of the SCCWWA are likewise not obligated to pay similar fees, costs, charges, or connection charges in order to connect their respective sewer systems into the Unified SSWS;

WHEREAS, the SCCWWA owns and operates the Unified SSWS within the SCCWWA's Jurisdiction and the City of Omaha, a municipal corporation of the State of Nebraska (hereinafter "Omaha"), owns and operates a wastewater treatment plant and system in the metropolitan area (collectively, the "Omaha Treatment System");

WHEREAS, the SCCWWA and Omaha are parties to that certain Interlocal Agreement for Wastewater Services dated October 1, 2020 (as amended, supplemented, extended or replaced from time to time, the "Omaha Sewer Interlocal") pursuant to which Omaha agreed to treat wastewaters discharged to and conveyed by the Unified SSWS through the Omaha Treatment System. The Omaha Sewer Interlocal was approved by the SCCWWA pursuant to SCCWWA Resolution 2020-015;

WHEREAS, the Member owns, operates and maintains the Springfield Sewer System (hereinafter the "Member Sewer System") which is located within the Member's corporate limits, extra-territorial zoning jurisdiction, designated wastewater service area, or areas that lie within the Member's "area of future growth and development" under maps adopted under the County Industrial Sewer Construction Act (hereinafter, the "Member Sewer Service Area") and within the SCCWWA's Jurisdiction. The areas included within the current Member Sewer Service Area are described on **Exhibit A** attached hereto, and depicted as the "City Service Area" on **Exhibit B** attached hereto, each of which may be modified and amended from time to time in accordance with the terms hereof;

WHEREAS, SCCWWA has identified, approved and constructed Phase 1A trunk sewer and related infrastructure of the Unified SSWS, and has identified and approved approximate



locations of the Phase 1B and Phase 2 trunk sewer and related infrastructure of the Unified SSWS as shown on **Exhibit C**;

WHEREAS, Member relied on the present location of Phase 1A sewer infrastructure and the conceptual and approximate location and phasing of the future construction of Phases 1B and 2 of the Unified SSWS sewer infrastructure;

WHEREAS, Member relied on SCCWWA to provide certain sewer infrastructure to Member under this Agreement;

WHEREAS, SCCWWA relied on Member's agreement to connect to the Unified SSWS upon substantial completion of Phase 1A of the Unified SSWS in accordance with the Springfield Land Rights Interlocal (as defined below), and with respect to its identification and approval of the conceptual and approximate location and phasing of future Phases 1B and 2 of the Unified SSWS;

WHEREAS, the Member desires to contract with the SCCWWA for the conveyance by the Unified SSWS to the Omaha Treatment System of wastewater discharged by the users within the Member Sewer Service Area into the Member Sewer System;

WHEREAS, the Member shall either construct, at no cost or expense to the SCCWWA, or reimburse the SCCWWA for the costs and expenses related to the SCCWWA's construction of, any and all connection points and transition structures, including metering devices and related infrastructure and equipment to facilitate the connection of the Member Sewer System to the Unified SSWS so that wastewater discharged into the Member Sewer System is conveyed by the SCCWWA to the Omaha Treatment System for treatment in accordance with the Omaha Sewer Interlocal;

WHEREAS, the SCCWWA and the Member are parties to that certain Interlocal Agreement for Land Rights, Wastewater System Construction and Development, Treatment Plant Decommission, and Wastewater Service and Connection effective September 7, 2021 (the "Springfield Land Rights Interlocal"), concerning, among other things, the conveyance of certain land rights and related matters necessary to the construction and development of portions of Phase 1A of the Unified SSWS located on the Springfield Plant Property (as defined in the Springfield Land Rights Interlocal). The Springfield Land Rights Interlocal was approved by the SCCWWA pursuant to SCCWWA Resolution 2021-027;

WHEREAS, pursuant to the Springfield Sewer Interlocal, the Springfield Land Rights Interlocal, the Omaha Sewer Interlocal, and the Formation Interlocal, the Member Sewer System is required to connect to the Unified SSWS on the terms and conditions set forth herein;

WHEREAS, it is to the mutual advantage of the parties hereto and in the general public interest for the wastewater discharged from users of the Member Sewer System to be conveyed to and treated by the Omaha Treatment System; and

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

Formation Interlocal, the Springfield Sewer Interlocal and the Omaha Sewer Interlocal.

NOW, THEREFORE, in consideration of mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do mutually agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are incorporated herein by this reference.

2. **Member Covenants.** The Member expressly promises, covenants and agrees:

(a) **Construction Plans.** The Member Sewer System shall connect to the Unified SSWS in substantial compliance with plans and specifications, and at the locations and grades approved in writing by the SCCWWA Project Engineer. The Member shall abide by the requirements of the SCCWWA pertaining to the construction of the connection and transition structures and testing procedures. The contractor(s) and subcontractor(s) for the construction, operation and maintenance of the Member Sewer System shall have no recourse against the SCCWWA for any costs, claims, or matters arising out of, or related to in any way whatsoever, the installation of the connections of the Member Sewer System into the Unified SSWS, the cost of such sewer connections, construction oversight, or the design or preparation of plans and specifications for the same.

(b) **Design Review.** The SCCWWA and Omaha have the right to review the designs, specifications and criteria for additions or modifications to any connection points of the Member Sewer System (and any additions or modifications thereto) prior to connection of the same to the Unified SSWS. Member shall cooperate with the SCCWWA and Omaha and provide any and all such designs, specifications, criteria and related documentation and information upon request by the SCCWWA or Omaha.

(c) **Engineer's Certificate.** Prior to connection, the Member shall provide to the SCCWWA (i) an engineer's certificate of completion which contains a statement that all sewer connections of the Member Sewer System to the Unified SSWS have been constructed in accordance with the plans and specifications approved in writing by the SCCWWA Project Engineer, and (ii) copies of as-built plans, GIS data, and photographs and live video access of each connection point, and any and all other information and documentation reasonably requested by the SCCWWA for the SCCWWA to maintain a comprehensive and detailed layout of the Unified SSWS.

(d) **Inspection of Connection Points.** Prior to operation of the Member Sewer System, the Member shall allow the SCCWWA to inspect and test the connection points of the Member Sewer System to the Unified SSWS. Before the Member backfills or otherwise permits the flow of wastewater into the Unified SSWS at such connection points, the Member shall also comply with any and all SCCWWA testing protocols and procedures (including vacuum testing) to ensure the Member the connection points were constructed in compliance with this section.

(e) **Control of Local Industry.** Wastewater flowing into, passing through, drained or emptied by the Member Sewer System into the Unified SSWS shall be in conformity with current and future Nebraska Department of Environment and Energy (“NDEE”) regulations pertaining to sewers or wastewater and/or in accordance with all other applicable permits, ordinances, laws, rules and regulations including, without limitation, the General Provisions (as described below) and the prohibitions and limitations set forth in Chapter 31 of the Omaha Municipal Code. Wastewater not in conformity with such permits, ordinances, laws, rules or regulations shall not be permitted to flow through the Member Sewer System into the Unified SSWS.

(f) **Connection and Flow Meter.** Upon prior reasonable notice from the SCCWWA, the Member shall allow any duly authorized representative of the SCCWWA, NDEE, the United States Environmental Protection Agency, Omaha or the SCCWWA’s third-party maintenance provider (if any) to inspect the Member Sewer System connection and the flow meter(s) measuring Member Sewer System’s flow into to the Unified SSWS during normal business hours (or in the case of any emergency at any reasonable time under the circumstances) for the purpose of inspection, observation, measurement, sampling, or testing of sewage discharged by the Member Sewer System into the Unified SSWS in accordance with the requirements of this Agreement.

(g) **Member Sewer System Maintenance.** Neither the SCCWWA, its member jurisdictions (other than the Member party to this Agreement), its employees, officers, consultants, contractors, agents or representatives, nor Omaha shall be responsible for the maintenance and repair of the Member Sewer System or the connection points to the Unified SSWS. Member shall properly maintain the Member Sewer System in good operating order at no cost to SCCWWA, any SCCWWA member jurisdiction (other than the Member party to this Agreement), Omaha or the SCCWWA’s maintenance provider (if any).

(h) **Correction of Defects.** In the event that SCCWWA or Omaha, as applicable, discovers anything in the construction, maintenance, or operation of the Member Sewer System connection to the Unified SSWS which is not in conformance with plans and specifications approved by the SCCWWA in accordance with the terms of this Agreement, and will, in the reasonable opinion of the SCCWWA (or Omaha, as the case may be), be detrimental to the proper operation of the Unified SSWS, or any part thereof, the Member shall, upon written notice thereof, promptly correct said defects.

(i) **SCCWWA Rates/Fees Schedule.** The Member is and shall be bound to and by all provisions of all SCCWWA resolutions, policies, rules, and regulations relating to fees, rates and charges under the SCCWWA Rates/Fees Schedule (or other similar schedule, resolution or policy adopted by the SCCWWA from time to time) hereinafter made and adopted by SCCWWA.

(j) **Member Obligations.** The Member shall promptly file all reports, pay all connection fees, rates and charges, and perform all other obligations of the Member provided for in this Agreement or otherwise required by applicable permits, ordinances,

laws, rules and regulations or the SCCWWA's resolutions, policies, ordinances, regulations, or rules as amended and supplemented from time to time.

3. **SCCWWA Covenants.** The SCCWWA expressly promises, covenants and agrees:

(a) Subject to Section 12 below and the other limitations and restrictions set forth herein and the Omaha Sewer Interlocal, Member will receive sewer service from SCCWWA for the areas within the Member Sewer Service Area identified in and in the manner consistent with SCCWWA-approved phasing and/or master plans, the Growth Management Plan, and other applicable SCCWWA resolutions, policies and procedures.

(b) SCCWWA will adopt and maintain a trunk sewer system maintenance and operation plan, which plan shall include policies to remedy inflow and infiltration (I&I) of Unified SSWS infrastructure.

4. **General Provisions for Wastewater Service.** For the services hereinafter stipulated to be performed by the SCCWWA and Omaha, Member, all users of the Member Sewer System and their respective purchasers, tenants, occupants, successors, and assigns shall comply with the Omaha Sewer Interlocal including, but not limited to, the "General Provisions" contained therein and as the same may be amended, supplemented or replaced from time to time, and to make payment of all applicable fees and charges in accordance with the terms thereof. The Member acknowledges receipt of a copy of the Omaha Sewer Interlocal and the General Provisions attached thereto. The current version of the Omaha Sewer Interlocal is hereby attached as **Exhibit D**.

5. **Term.** The term of this Agreement will be a period of ten (10) years commencing on the date Member connects the Member Sewer System to the Unified SSWS in accordance with Neb. Rev. Stat. 14-365.09 and other applicable laws, rules, permits and regulations. The parties agree that this Agreement may be extended by written agreement of the parties, but, subject to the limitations set forth below, the Agreement shall not extend absent such an agreement. This Agreement is subject to the Omaha Sewer Interlocal, and in the event the Omaha Sewer Interlocal is terminated by Omaha in accordance with its terms, this Agreement shall terminate on the effective date of such termination as stated in Omaha's termination notice; provided, however, such termination notice shall be provided by Omaha at least twelve (12) months prior to the time that Omaha Sewer Interlocal terminates and is subject to any other state and federal laws that might apply (such termination, an "Omaha-Initiated Termination"). The SCCWWA shall remit to Member immediately upon receipt thereof a copy of any such notice of an Omaha-Initiated Termination. For any termination other than an Omaha-Initiated Termination, either party hereto may terminate this Agreement at any time and for any or no reason by providing written notice of termination to the other. Such notice under the preceding sentence shall be provided at least forty-eight (48) months prior to the time that this Agreement terminates and is subject to any other state and federal laws that might apply. Member acknowledges that the Unified SSWS and the Omaha Treatment System are public utilities available to the Member's jurisdiction without discrimination to members of specified user classes (as such term is used in the General Provisions) or other users of the Unified SSWS and Omaha Treatment System, and the SCCWWA and Omaha may make their wastewater systems available to other jurisdictions without discrimination to members of specified user classes (as such term is used in the General Provisions) or other users of the Unified

SSWS or Omaha Treatment System. Expiration or earlier termination of this Agreement will not be effective without the prior written approval of the appropriate state or federal agencies having jurisdiction over wastewater pollution and treatment of wastewater generated within the SCCWWA's Jurisdiction. Within a time period from notice of termination in accordance with the terms hereof to the effective date of such termination, the parties will use good faith efforts to negotiate a new agreement if that is the will of either of the parties. Nothing in this Section will be construed as the limitation on the regulations concerning sewage service and the appropriate rates pertaining thereto. Nothing in this Agreement shall be construed so as to limit the rights of any SCCWWA city member which has previously annexed, or to annex in the future, territory under state law and pursuant to the Nebraska County Industrial Sewer Construction Act. Any such annexation shall not terminate this Agreement, nor limit the rights of a SCCWWA city member to request amendments to **Exhibits A and B** attached hereto. This Agreement, and all documents referenced herein, counts as the complete and entire understanding and agreement between the parties with respect to the subject matter hereof and shall supersede any and all other agreements and understandings, both oral and written, between the parties regarding said subject matter.

6. **Member's Payment and Collection of the SCCWWA's User Rates and Connection Fees.** SCCWWA's wholesale sewer service charges and fees as now and hereinafter established pursuant to applicable SCCWWA resolutions, policies and procedures shall apply to all users of the Member Sewer System. The Member shall continue to provide retail sewer services and charges to the users of the Member Sewer System, and such charges shall be paid by the users of the Member Sewer System in accordance with the Member's applicable ordinances, policies and procedures. The Member acknowledges and agrees that the SCCWWA Rates/Fees Schedule may be modified from time to time in accordance with the SCCWWA's applicable resolutions, policies and procedures in effect from time to time, and such changes shall apply to and be incorporated into this Agreement without further action by either party. The Member shall be responsible for the payment to the SCCWWA of the following charges:

(a) The Member shall pay ongoing user charges in accordance with the user rates set forth in then applicable SCCWWA Rates/Fees Schedule (the "User Rates") for the conveyance of the wastewater entering the Member Sewer System, and for the ongoing operations and maintenance of the Unified SSWS. The User Rates applicable to the Member Sewer System shall be based on the number of gallons discharged by the Member Sewer System into the Unified SSWS as measured by the SCCWWA's flow meter(s), or by such other measure as determined by the SCCWWA in accordance with the SCCWWA Rates/Fees Schedule then in effect. Except for Flow Meter MH #1 and Flow Meter MH #2 described in Section 10 below and shown on **Exhibit E** (the costs of which are not borne by Member), the type(s) and location(s) of any and all future meter(s) (or other systems that measures wastewater flows) that may be required to measure future and/or additional wastewater flows from the Member Sewer System shall be subject to the SCCWWA's approval and installed at the Member's sole cost and expense, in accordance with plans and specifications approved by the SCCWWA Project Engineer and an authorized representative of the Member. The SCCWWA Project Engineer and an authorized representative of the Member shall agree in writing as to the type of such future and/or additional flow meter(s) (or other systems that measures wastewater flows) so procured and installed. The Member and the SCCWWA agree to the type and locations of



Flow Meter MH #1 and Flow Meter MH #2. All metering devices installed pursuant to this Agreement shall transmit flow data (rate and volume) to the SCCWWA in the times and manner required by the SCCWWA. The SCCWWA shall own all flow meters (and the data transmitted thereby) installed pursuant to this Agreement. The SCCWWA shall be responsible for regular maintenance of all such flow meters.

(b) The Member shall also pay sewer connection fees in accordance with the SCCWWA Rates/Fees Schedule (the "Connection Fees"). Such Connection Fees shall be collected by the Member and remitted to the SCCWWA in accordance with the SCCWWA Rates/Fees Schedule then in effect. The Connection Fees shall not create an obligation on behalf of the SCCWWA to provide any services to the users, developments or parcels connected to the Member Sewer System until such time as such portion of the Member Sewer System is connected to the Unified SSWS in accordance with this Agreement.

(c) Except for the Member's reimbursement of a portion of the SCCWWA's payment of the Omaha Sewer Charge for Springfield in accordance with Section 5 of the Springfield Land Rights Interlocal, the Member shall, in accordance with Section 2(b)(i) of the Springfield Sewer Interlocal, pay no other capital connection, capital facility or other similar connection fee or charge for the initial connection of the Member Sewer System to the Unified SSWS in accordance with the terms of this Agreement. The parties acknowledge and agree that as of the date hereof, the Omaha Sewer Charge for Springfield is \$241,725.00 (825 sewer accounts x \$293.00), and the portion of which the Member shall reimburse the SCCWWA shall be in the amount of \$165,000.00 (825 sewer accounts x \$200.00), which shall be payable in accordance with, and in consideration of the promises and agreements set forth in Section 5 of the Springfield Land Rights Interlocal. The number of Member sewer accounts referenced in this subsection may differ from the actual number of Member sewer accounts as of the date the Member Sewer System connects to the Unified SSWS. As such, the portion of the Omaha Sewer Charge actually owed by Member shall be calculated based on the number of Member sewer accounts as of the date the Member Sewer System connects to the Unified SSWS in accordance with this Agreement. This subsection shall not apply to any other connections of the Member Sewer System to the Unified SSWS.

## **7. Area Subject to Wastewater Services.**

(a) During the term of this Agreement, and subject to the terms and conditions set forth herein, the SCCWWA shall convey for treatment at the Omaha Treatment System all sanitary wastewater discharged from the Member Sewer System into the Unified SSWS. Member acknowledges and agrees that the SCCWWA is solely responsible for conveying wastewater from the Member Sewer System to the Omaha Treatment System and that Omaha is solely responsible for wastewater treatment in accordance with the Omaha Sewer Interlocal.

(b) The connection to the Member Sewer System to be serviced by the Unified SSWS of any area within the Member's corporate limits, extra-territorial zoning jurisdiction, designated wastewater service area, or areas that lie within the Member's "area of future growth and development" under maps adopted under the County Industrial Sewer

Construction Act that is not included in the Member Sewer Service Area is only permitted pursuant to (i) a new wastewater service and connection agreement between the SCCWWA and the Member, (ii) an amendment to this Agreement that includes such additional area(s), or (iii) a member service agreement (or similar agreement) between the SCCWWA and the Member to the extent such additional area will not be serviced by the Unified SSWS. Upon the connection of any such additional areas pursuant to this subsection, the parties shall update **Exhibits A and B** attached hereto to include such additional area(s) within the Member's Sewer Service Area subject to this Agreement. The SCCWWA Administrator (or his/her designee) is expressly authorized to execute an amendment to this Agreement that includes such additional area(s) without further SCCWWA Board action or resolution but only to the extent such amendment only adds additional area within the Member Sewer Service Area, and upon each such amendment the SCCWWA Administrator shall promptly notify the SCCWWA Board of each such amendment in writing. Any amendments to any other terms or conditions of this Agreement shall be approved by the SCCWWA Board in accordance with the Formation Interlocal.

(c) The SCCWWA will convey to the Omaha Treatment System all residential, commercial, and industrial wastewaters generated within the Member Sewer Service Area that flows, drains, pumps, or is otherwise discharged into the Unified SSWS at the approved connection point(s) of the Member Sewer System and the Unified SSWS. Such wastewaters shall be subject to the SCCWWA's user rates described in this Agreement. Pursuant to the Omaha Sewer Interlocal, Omaha will treat all residential, commercial, and industrial wastewaters conveyed by the Unified SSWS to the Omaha Treatment System.

(d) The Member acknowledges and agrees that no connection of any property, tract, lot, land, parcel, SID or development, excluding any lot, parcel, SID or development previously developed under an existing subdivision agreement with Member that is receiving sewer service from the Member Sewer System prior to the date of this Agreement, shall be made to the Member Sewer System or to any other sewer system within the SCCWWA's Jurisdiction that is also within or subject to the Member's corporate limits, extra-territorial zoning jurisdiction, designated wastewater service area, or areas that lie within the Member's "area of future growth and development" under maps adopted under the County Industrial Sewer Construction Act unless and until:

(i) the SCCWWA's engineers and other professional staff or consultants have confirmed in writing that, in their sole discretion, the proposed connection(s) and wastewater intended to be discharged into the Member Sewer System or Unified SSWS to such connection point(s) comply with (A) the General Provisions, and (B) all other applicable permits, laws, rules and regulations;

(ii) pursuant to a duly adopted resolution of the SCCWWA Board (or pursuant to a SCCWWA letter, permit or written authorization from the SCCWWA's duly authorized designee(s)), the SCCWWA approves and confirms that each such connection complies with the terms of this Agreement, the Omaha Sewer Interlocal, the Growth Management Plan, the SCCWWA

Rates/Fees Schedule, and other applicable SCCWWA resolutions, rules, policies and procedures then in effect;

(iii) the payment of all Connection Fees, and other applicable fees, costs, expenses and charged due and payable to the SCCWWA pursuant to the Rates/Fees Schedule and any other SCCWWA resolution, policies or procedures have been remitted by the Member having zoning jurisdiction or sewer service jurisdiction over such SID, property, tract, lot, land, parcel, development, or sewer system connecting to the Member Sewer System; and

(iv) the Member enters into a wastewater service agreement with each such SID, owner, developer and subdivider prior to any sewer connection by such SID, property, tract, lot, land, parcel, development, or sewer system to and for use of the Member Sewer System. The Member shall deliver to the SCCWWA and Omaha a copy of each such wastewater service agreement within ten (10) days of full execution of the same. Each such wastewater service agreement shall explicitly incorporate and require the connecting SID, owner, developer and/or subdivider to be subject to and abide by this Agreement, the Growth Management Plan, the SCCWWA Rates/Fees Schedule, and the Omaha Sewer Interlocal (including the General Provisions).

Any sewer connection approved or permitted by the Member that violates this subsection (d) shall be subject to a service charge of 10% of the applicable connection fee(s) and shall be disconnected until brought into compliance.

(e) The Member shall be solely responsible for obtaining and maintaining all necessary local, state, county and federal permits, licenses and approvals with respect to (i) the connection to the Unified SSWS, and (ii) the construction, ownership and operation of the Member Sewer System and the use of thereof by the users and customers of the Member Sewer System.

(f) The Member acknowledges and agrees that the Unified SSWS is intended to be a regional wastewater system that will directly and indirectly service areas within and subject to the SCCWWA's Jurisdiction, the Member's planning and zoning jurisdiction (including the Member Sewer Service Area), and the planning and zoning jurisdictions of the other Members of the SCCWWA. As a material inducement for the SCCWWA to enter into this Agreement and in order to promote and allow for the efficient and cost-effective design and planning of current and future development phases of the Unified SSWS, the Member further acknowledges and agrees as follows:

(i) To forebear from taking any action that would unreasonably delay, block, deter, or otherwise prevent other SCCWWA members, other SCCWWA members' sewer systems, or other sewer systems, land or developments subject to other SCCWWA member's planning and zoning jurisdictions from connecting to the Unified SSWS so long as such connections are authorized pursuant to a written connection agreement between the SCCWWA and such other member(s), and in accordance with the Formation Interlocal, SCCWWA-approved phasing and/or

master plans, the Growth Management Plan, and other applicable SCCWWA resolutions, policies and procedures.

(ii) To the extent commercially reasonable, permit other SCCWWA members to connect to the Member Sewer System so long as such portion(s) of the Member Sewer System is serviced by the SCCWWA pursuant to this Agreement.

(iii) The parties agree to execute and deliver all documents, provide all information, and take or forebear from such action as may be necessary or appropriate to achieve the purposes of this subsection (f), and the Member hereto shall further perform the provisions of this subsection (f) in good faith and with due diligence and in cooperation with the SCCWWA and the other SCCWWA members. The Member and SCCWWA shall refrain from taking any action that is inconsistent with the terms of this subsection (f).

(g) The Member is authorized to establish rules and regulations concerning the use and operation of the Member Sewer System within the Member Sewer Service Area as long as such rules and regulations are not inconsistent with the terms of this Agreement or the Omaha Sewer Interlocal. Further, the Member can establish whatever rates and fees it deems appropriate with respect to the operation and maintenance of the Member Sewer System in addition to the charges and fees payable to the SCCWWA in accordance with the SCCWWA Rates/Fees Schedule.

**8. Connection Authorization.**

(a) Subject to satisfaction of the conditions set forth in Section 6 above, the SCCWWA hereby authorizes the connection of the Member Sewer System to the Unified SSWS at location(s) mutually acceptable to the Member and the SCCWWA.

(b) The Member and the SCCWWA acknowledge that, from time to time, an industry or commercial operation may be considered a significant industrial user (“SIU”) (as described in the General Provisions to the Omaha Sewer Interlocal including, but not limited to Sections 6 and 7 thereof) or otherwise be required to register with the NDEE and/or obtain a Nebraska pretreatment permit prior to connecting directly to the Unified SSWS (or indirectly via the Member Sewer System). The Member and the SCCWWA agree that any such SIU connections that require such a NDEE or pretreatment permit shall be approved in writing by Omaha and the SCCWWA prior to direct connection to the Unified SSWS (or indirect connection via the Member Sewer System) and that part of that approval process may include, as applicable, evaluating the needs of the industry or commercial operation and whether the existing fee structure fairly addresses the operation’s use of wastewater treatment services. The Member and the SCCWWA further agree that, in accordance with the Omaha Sewer Interlocal and the General Provisions incorporated therein, any connection to the Member Sewer System by a commercial or industrial operation or user that is a significant water user or discharger of wastewater, or which involves flow projections that impact hydraulic capacity or organic loading that may deviate substantially from the design parameters of the Member Sewer System, the Unified

SSWS or the Omaha Treatment System, shall be reviewed and approved by the SCCWWA and Omaha prior to connecting such operation or user to the Member Sewer System.

9. **Disconnection of Member Sewer System.** The Member shall immediately disconnect any connection to the Unified SSWS and/or the Member Sewer System which have been made without the SCCWWA's prior written consent or permission or which such connection or the Member's operation or use of the Member Sewer System is in contravention of applicable laws, rules, and regulations, including applicable governmental permit(s) and all ordinances, regulations, rules, or specifications of the SCCWWA or Omaha pertaining to sewer connections or conveyance, or in violation of the provisions of the Omaha Sewer Interlocal (including the General Provisions thereto). In the event the Member fails to immediately disconnect any such connection in accordance with the previous sentence, then the SCCWWA reserves the right, at the Member's cost and expense, to disconnect the connection(s) of the Member Sewer System to the Unified SSWS until such time as such contravention or breach has been cured to the SCCWWA's reasonable satisfaction. SCCWWA shall also have the right to make any disconnections and make a claim for the expenses thereof from Member should Member neglect or refuse to disconnect or fail to negotiate a new contract following termination or expiration of the term of this Agreement. In the event the Member provides written notice to SCCWWA of its election to cease to use the Member Sewer System connected to the Unified SSWS, the Member shall disconnect the same at its expense, and in the event, it fails to so disconnect, SCCWWA may disconnect the same at the Member's sole cost and expense.

10. **Sampling and Flow Monitoring.** Member and SCCWWA agree to place flow-monitoring manholes and meters at the connection points identified in **Exhibit E** or at any other point in the Member Sewer System as agreed upon by the parties in order to measure wastewater flows from the Member Sewer System to the Unified SSWS. Wastewater flows from Flow Meter MH #1 shall be deducted from wastewater flows from Flow Meter MH #2. All future sampling and/or flow-monitoring meters/manholes shall be constructed in locations determined by the SCCWWA and agreed upon by Member in accordance with applicable SCCWWA policies, rules and procedures, and plans and specifications approved in writing by the SCCWWA. To the extent any SCCWWA meters or manholes are located on property owned by Member and/or subject to a sewer easement that benefits the Member, the Member shall provide the SCCWWA with acceptable access to such meters/manholes. In the event any flow meter installed in accordance with this Agreement fails to monitor wastewater flows the parties shall cooperate with each other to repair, replace or recalibrate such meter(s). During the period of the repair, replacement or recalibration of such meter(s), the User Rates shall be calculated based on the average wastewater flows measured at the affected meter(s) during the twelve (12) months immediately prior to the date such meter failure was detected. Prior to the Member's connection to the Unified SSWS, Flow Meter MH #1 and Flow Meter MH #2 shall run for a period of not less than thirty (30) days to calibrate the meters to measure the actual wastewater flows passing through the meters and to establish a baseline of flows for purposes of detecting future inflow and infiltration ("I&I") and other defects or operational issues at the connection point(s) between the Member Sewer System and the Unified SSWS. The parties acknowledge and agree that such thirty (30) day period may occur prior to the date the Unified SSWS is connected to and services the Member Sewer System.

11. **Inflow and Infiltration (I&I).** At Member's request SCCWWA will install, at



Member's cost, temporary/portable flow meters along SCCWWA's trunk sewer line to quantify I&I in SCCWWA's trunk sewer. These temporary/portable flow meters shall be allowed to run for a thirty (30) day period. If it is determined that I&I is in the SCCWWA trunk line (and such difference or presence of I&I is not caused by or attributed to the actions or misuse by the Member or the Member's users or customers) and the difference between the temporary/portable flow meters and the amount of flow billed to the Member by the SCCWWA exceeds five percent (5%), then the overage shall be determined to be I&I in SCCWWA's trunk sewer line and SCCWWA shall reconcile Member's billing decreasing it by the amount over five percent (5%) until such time as the I&I is reduced below such five percent (5%) threshold. If I&I in the SCCWWA's trunk sewer line exceeds the five percent (5%) threshold (and such difference or presence of I&I is not caused by or attributed to the actions or misuse by the Member or the Member's users or customers), SCCWWA shall reimburse Member for temporary/portable flow meter costs.

12. **Future Unified SSWS Infrastructure.** The parties acknowledge and agree the current construction phasing map for the construction of the Unified SSWS is attached hereto as **Exhibit C**. A portion of Phase 1B of the Unified SSWS, which has not yet been designed or constructed by the SCCWWA (or by any of its members), is located within the Member's extraterritorial planning and zoning jurisdiction. Unless otherwise set forth in a future construction phasing map adopted and approved by a resolution of the SCCWWA Board, the SCCWWA intends to construct Phase 1B prior to SCCWWA constructing Phase 2 (or any subsequent phase) of the Unified SSWS.

13. **State Law.** This Agreement is subject to the provisions of the Nebraska County Industrial Sewer Construction Act, Nebraska Revised Statutes Sections 23-3601 to 23-3637, and shall not be construed to waive any rights, remedies, or obligations under the Act for any SCCWWA member.

14. **Nondiscrimination.** Notwithstanding anything in this Agreement to the contrary, (i) the parties agree that they and any of their subcontractors shall not discriminate against any employee or applicant for employment to be employed in performance of this Agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions, or privileges of employment, because of race, color, age, religion, sex, disability, or national origin; and (ii) one or more of the parties is a recipient of federal funds, and as a result all required contractual provisions related to such federal funds shall be deemed incorporated into this Agreement by this reference and binding upon the parties.

15. **Remedies.** All remedies under this Agreement shall be cumulative and not restrictive of other remedies. The parties agree that any party shall have the right to exercise any remedies available to it at law or in equity, including without limitation, specific performance.

16. **Member Service Agreement.** The parties acknowledge and agree that this Agreement is also intended to operate and function as a service agreement, as such agreement is described and authorized under Neb. Rev. Stat. 23-3637.

17. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the

same instrument. Counterpart copies of this Agreement shall be exchanged between the parties. A copy of this Agreement shall be provided to Omaha by the SCCWWA, within ten (10) business days after being signed and executed by all parties hereto.

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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Executed by the Sarpy County and Cities Wastewater Agency this 20th day of  
November, 2024.

SARPY COUNTY AND CITIES  
WASTEWATER AGENCY,  
A Political Subdivision

By David R. Kelly  
Chairperson, SCCWWA Board

ATTEST:

Lisa A. Haine  
Secretary, SCCWWA Board

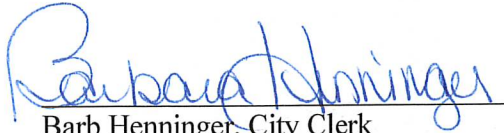
SCCWWA SEAL




ACKNOWLEDGED AND AGREED TO BY the City of Springfield, Nebraska this 3rd day of Dec, 2024.

ATTEST:

CITY OF SPRINGFIELD, a Nebraska  
Municipal Corporation

  
Barb Henninger, City Clerk

By   
Robert Roseland, Mayor

CITY SEAL



**EXHIBIT A**

**Description of Areas within Member Sewer Service Area**

[Attached]



**EXHIBIT A**  
City of Springfield Wastewater Service Area, Collection, and Outfall Sewers

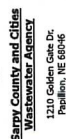
1 of 1

**EXHIBIT B**

**Map of Member Sewer Service Area**

[Attached]





Professional Seal

Project Title

Agreement for  
Connection and  
Wastewater Service  
between the Sarpy  
County and Cities  
Wastewater Agency  
and the City of  
Springfield, Nebraska

### Revision Dates

Sheet Title

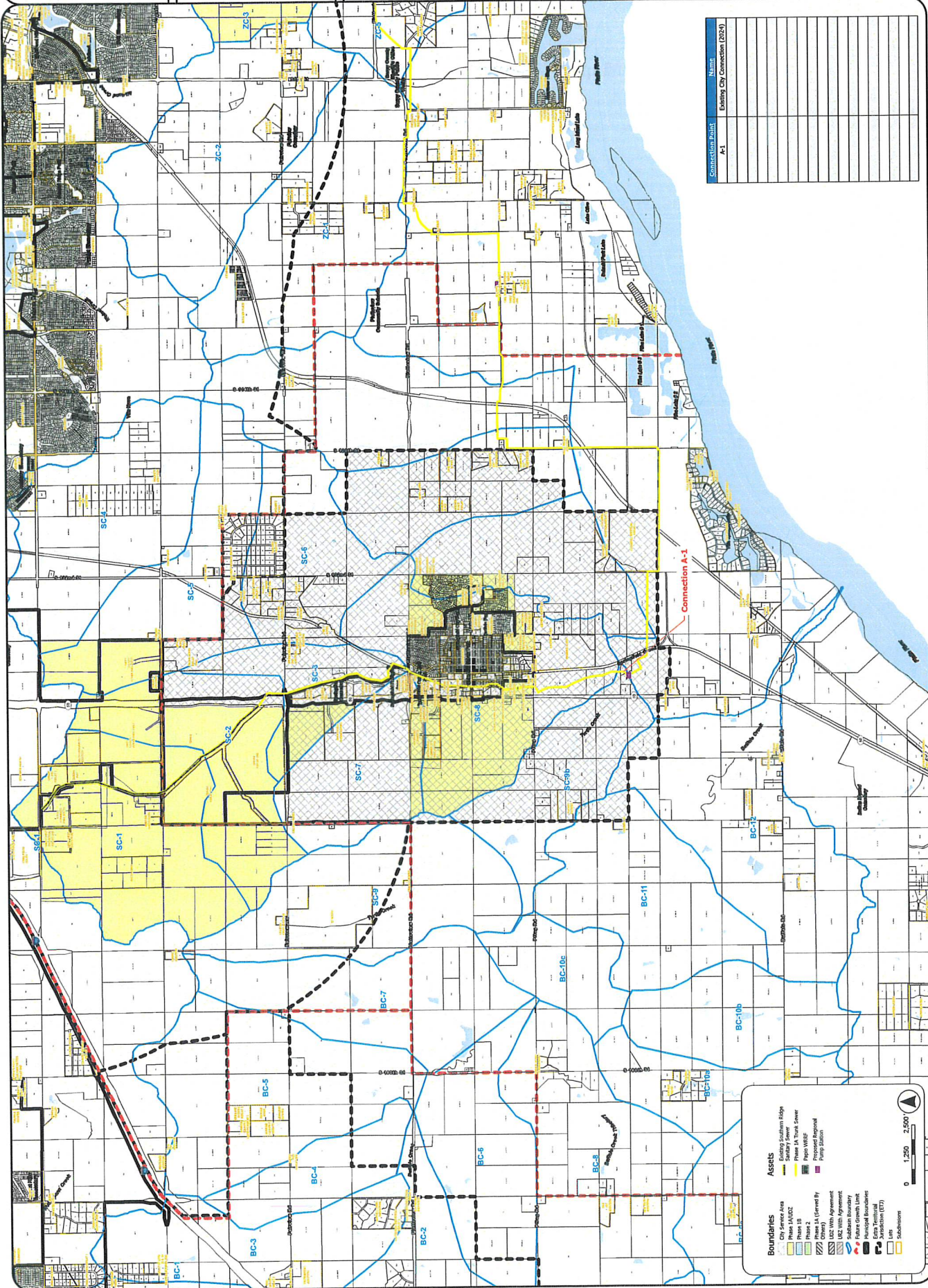
**Exhibit B -  
City of Springfield  
Wastewater Service  
Area, Collection, and  
Outfall Sewers  
Boundary Map**

Sheet Number

1 of 1

Date Exported

10/29/2024 11:05 AM



**EXHIBIT C**

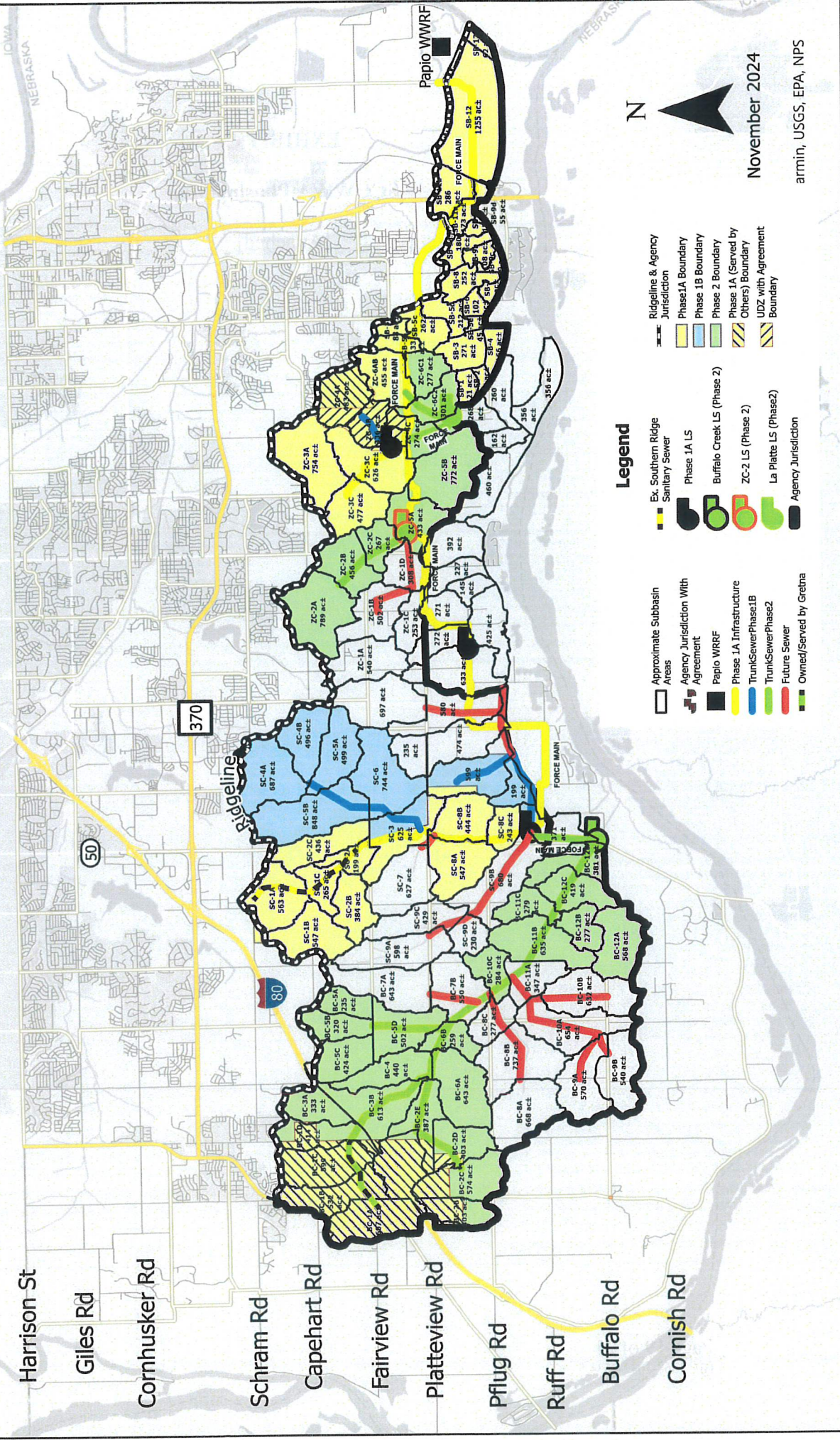
**SCCWWA Phasing Map**

[Attached]



240th St  
225th St  
216th St  
204th St  
192nd St  
180th St  
168th St  
156th St  
144th St  
132nd St  
120th St  
108th St  
96th St  
84th St  
72nd St  
60th St  
48th St  
36th St

Harrison St  
Giles Rd  
Cornhusker Rd  
Schram Rd  
Capehart Rd  
Fairview Rd  
Platteview Rd  
Pflug Rd  
Ruff Rd  
Buffalo Rd  
Cornish Rd



**Legend**

- Approximate Subbasin Areas
- Agency Jurisdiction With Agreement
- Papio WWRF
- Phase 1A Infrastructure
- TrunkSewerPhase1B
- TrunkSewerPhase2
- Future Sewer
- Owned/Served by Gretna
- Ex. Southern Ridge Sanitary Sewer
- Phase 1A LS
- Buffalo Creek LS (Phase 2)
- ZC-2 LS (Phase 2)
- La Platte LS (Phase 2)
- Agency Jurisdiction
- Ridgeline & Agency Jurisdiction
- Phase 1A Boundary
- Phase 1B Boundary
- Phase 2 Boundary
- Phase 3 Boundary
- UDZ with Agreement Boundary



November 2024

armin, USGS, EPA, NPS



**EXHIBIT D**

**Omaha Sewer Interlocal with General Provisions**

[Attached]

**BOARD OF SARPY COUNTY AND CITIES WASTEWATER AGENCY**

**RESOLUTION APPROVING THE INTERLOCAL AGREEMENT FOR  
WASTEWATER SERVICES BETWEEN THE CITY OF OMAHA AND THE SARPY  
COUNTY AND CITIES WASTEWATER AGENCY**

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, *et seq.* (the “Act”), Sarpy County and the Cities of Papillion, Bellevue, Springfield, La Vista and Gretna entered into an agreement (as amended, the “Formation Interlocal”), and formed the interlocal agency called the Sarpy County and Cities Wastewater Agency (the “Agency”) (all capitalized terms not otherwise expressly defined herein shall have the same meanings as provided in the Formation Interlocal);

WHEREAS, the Agency is a separate body corporate and politic under the Act;

WHEREAS, pursuant to the Formation Interlocal, the powers of the Agency as a body are exercised by the Agency Board;

WHEREAS, pursuant to Section II of the Formation Interlocal, one of the Agency’s stated purposes is to manage, operate, or contract for wastewater management and operation services for the Unified SSWS;

WHEREAS, pursuant to Section V of the Formation Interlocal, the Agency has the power and authority to, among other things, make and execute contracts, interlocal cooperation agreements, and other instruments necessary or convenient to exercise its powers, including, but not limited to, service and management agreements, and contracts for the acquisition, financing, construction, and operation of the Unified SSWS; and

WHEREAS, the Agency Board discussed the proposed Interlocal Agreement for Wastewater Services Between the City of Omaha, Nebraska and the Sarpy County and Cities Wastewater Agency in the form attached hereto as **Exhibit 1** (the “Omaha Sewer Service Interlocal”), pursuant to which the City of Omaha will provide wastewater treatment services for the users and customers in the Agency’s Jurisdiction that are serviced by and connected to the Unified SSWS;

WHEREAS, after discussion, the Agency Board has deemed it necessary and convenient and in the best interest of the Agency, its Members, and the general public located in southern Sarpy County to approve and authorize the execution of the Omaha Sewer Service Interlocal.

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD THAT the Omaha Sewer Service Interlocal in the form attached hereto as **Exhibit 1** is hereby approved, subject to clerical and/or administrative changes deemed necessary and approved by the Agency Administrator and approved as to form by Agency legal counsel;

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE AGENCY BOARD THAT the Omaha Sewer Service Interlocal be presented and subject to the approval of the governing body of the City of Omaha; and

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE AGENCY BOARD THAT the Chairman of the Agency Board is hereby authorized to execute the Omaha Sewer Service Interlocal on behalf of the Agency.

The above Resolutions were approved by a vote of the Sarpy County and Cities Wastewater Agency Board at a public meeting duly held in accordance with applicable law on the 26th day of August, 2020.

Attest:

Lisa A. Haine

Sarpy County and Cities Wastewater  
Agency Secretary



David R. Kelly

Sarpy County and Cities Wastewater  
Agency Board Chairman

**EXHIBIT 1**

**Form of  
Interlocal Agreement for Wastewater Services Between the City of Omaha, Nebraska and  
the Sarpy County and Cities Wastewater Agency**

[Attached]

**INTERLOCAL AGREEMENT FOR WASTEWATER SERVICES BETWEEN THE  
CITY OF OMAHA, NEBRASKA AND THE SARPY COUNTY AND CITIES  
WASTEWATER AGENCY**

This INTERLOCAL AGREEMENT FOR WASTEWATER SERVICES is made this 1st day of October, 2020 by and between THE SARPY COUNTY AND CITIES WASTEWATER AGENCY, a political subdivision (hereinafter referred to as AGENCY), and the CITY OF OMAHA, a Municipal Corporation of the State of Nebraska (hereinafter referred to as OMAHA).

**WITNESSETH THAT:**

WHEREAS, Omaha owns and operates a wastewater collection and treatment system; and,

WHEREAS, the Agency was formed on September 17, 2017 in order to construct and operate a system to provide wastewater collection and treatment to the portions of Sarpy County located within the Agency Service Area (as defined below); and,

WHEREAS, the Agency intends to design, construct, and maintain trunk sewers, force mains, lift and pump stations, and other wastewater conveyance lines, pipes, systems and related infrastructure which will provide wastewaters collection and conveyance for areas within the Agency Service Area; and,

WHEREAS, Omaha has informed the Agency that it has capacity to treat the wastewater that would be generated by the Agency System (as defined below); and,

WHEREAS, the Agency has determined, at this time, that it would be more efficient not to design, construct, operate, and maintain its own treatment facility, but rather to contract with Omaha to treat the wastewater that it collects now and in the future from the Agency Service Area; and,

WHEREAS, it is to the mutual advantage of the parties hereto and in the general public interest for the wastewater from the Agency Service Area to be accepted and treated by the Omaha wastewater treatment system; and,

WHEREAS, Omaha is committed to maintaining and improving its existing facility so that it is able to service the wastewater generated by Agency, in addition to the wastewater that it handles from its jurisdiction; and,

WHEREAS, Omaha and Agency are entering into this Agreement for the purpose of providing Agency access to Omaha's treatment facilities with Agency agreeing to pay certain fees and charges for related to the Agency's use of Omaha's system and facilities; and,

WHEREAS, the accomplishment of such arrangement is authorized by law and subject to the terms and conditions set forth herein.

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

**1) DEFINITIONS**

As used herein, the following terms shall have the following meanings:

“ABNORMAL CHARGE” shall mean the charge payable by the Agency pursuant to Section 4(c) below.

“AGENCY MEMBERS” shall collectively mean the County of Sarpy, Nebraska, and the cities of Papillion, Nebraska, Bellevue, Nebraska, Springfield, Nebraska, La Vista, Nebraska, and Gretna, Nebraska. For purposes of the General Provisions, each sewer system owned, operated and maintained by an Agency Member that connects and discharges wastewaters to the Agency System shall be considered a “Satellite Sewer System”.

“AGENCY SERVICE AREA” shall mean the area depicted as the “Service Area” on **Exhibit A** attached hereto and incorporated herein by reference over which the Agency has established exclusive jurisdiction over the design, construction, and control of the Agency System, as such area may be modified or amended by the Agency from time to time in its sole and absolute discretion.

“AGENCY SYSTEM” shall mean the wastewater collection and conveyance systems authorized, designed and constructed by the Agency in accordance with the Interlocal Agreement that established Agency. For purposes of the General Provisions, the term “Agency System” shall also mean, as applicable, the “Sewer Agency System” or the “Contributing System” to the Omaha System, and, with respect to specific facilities comprising the Agency System that are owned by the Agency, the “Owned Facilities”.

“CAPITAL CONNECTION FEE” shall mean the fee payable by the Agency pursuant to Section 5 below.

“CAPITAL CONNECTION FEE TERMINATION DATE” shall mean the last day of the twentieth (20<sup>th</sup>) year following the Effective Date of this Agreement.

“CUSTOMER CHARGE” shall mean the sewer service charges payable by the Agency pursuant to Section 4(a) below.

“DIRECT CONNECTION” shall mean any connection of the Agency System into the Omaha System at which point the wastewater flows are directly metered and are subject to a Bulk I Customer Charge pursuant to Section 4(a) below. As of the Effective Date of this Agreement, the only Direct Connection is the point where the Agency System connects to the Papillion Creek Interceptor Sewer.



“EDU” shall mean an equivalent dwelling unit, which is a standard unit for which the Capital Connection Fee is applied. As of the Effective Date hereof, for purposes of calculating the Capital Connection Fee pursuant to Section 5 below, one (1) developable acre of land contains five (5) EDUs.

“EFFECTIVE DATE” shall mean the date when this Agreement has been fully executed by Omaha and the Agency in accordance with Section 14(a) below.

“FLOW CHARGE” shall mean the sewer usage charges payable by the Agency pursuant to Section 4(b) below.

“GENERAL PROVISIONS” shall mean the City of Omaha Wastewater Service Agreement General Provisions for Municipalities dated August 18, 2020, a copy of which is attached hereto as **Exhibit B**.

“INDIRECT CONNECTION” shall mean any connection of the Agency System into the Omaha System in which wastewater flows cannot be directly metered and are subject to a Bulk II Customer Charge as defined in Section 31-147(a)(7) of the Omaha Municipal Code.

“OMAHA SYSTEM” shall mean the wastewater collection and treatment plants, pump and lift stations, mains, conveyance lines and related systems, equipment and infrastructure owned, operated and maintained by Omaha to convey, treat and discharge wastewater conveyed to such system including, but not limited to, the Papillion Creek Interceptor Sewer and the Papillion Creek WRRF. For purposes of the General Provisions, the term “Omaha System” shall also mean, as context requires, the “Omaha Regional Collection and Treatment System”.

“PAPILLION CREEK INTERCEPTOR SEWER” shall mean the sewers, pipes, equipment and related interceptor sewer infrastructure owned and operated by Omaha that collects and conveys wastewater for treatment at the Papillion Creek WRRF.

“PAPILLION CREEK WRRF” shall mean Omaha’s Papillion Creek Water Resource Recovery Facility, which is a part of Omaha’s wastewater system and owned, operated and maintained by Omaha.

## 2) **GENERAL PROVISIONS FOR WASTEWATER SERVICE AGREEMENT**

For the services hereinafter stipulated to be performed by Omaha, except as otherwise agreed to by Omaha, Agency shall comply with the applicable terms as set forth in the General Provisions that apply to Contributing Systems (including a Sewer Agency System and the Satellite Sewer Systems that discharge to such Sewer Agency System). In the event of a conflict between the terms of the General Provisions (as the same may be amended from time to time) and this Agreement, the terms of this Agreement shall prevail and control. For purposes of the General Provisions, the Agency shall be considered a “Sewer Agency or Utility” user of the Omaha System. The parties acknowledge and agree that the following portions of the General Provisions shall not apply to this Agreement: Section 6

(Additional Connections), Section 7 (Service within the Zoning Jurisdiction of a Municipality), and Section 8 (Omaha's Right to Connect).

3) **TERM**

- a) The term of this Agreement will be period of ten (10) years commencing on the date Omaha first begins to furnish the wastewater treatment services at the Direct Connection point of the Agency System into the Papillion Creek Interceptor Sewer as more particularly described in this Agreement. The parties agree that this Agreement may be extended by written agreement of the parties, but, subject to the limitations set forth in subsection (b) below, the Agreement shall not extend absent such an agreement. Either party may terminate this Agreement at any time and for any or no reason by providing written notice of termination to the other. Such notice shall be provided at least twelve (12) months prior to the time that this Agreement terminates and is subject to any other state and federal laws that might apply.
- b) Omaha acknowledges that the Omaha System is a public utility available to its jurisdiction without discrimination to members of specified user classes (as such term is used in the General Provisions) or other users of the Omaha System and it may make it available to other jurisdictions without discrimination to members of specified user classes (as such term is used in the General Provisions) or other uses of the Omaha System. Expiration or earlier termination of this Agreement will not be effective without the prior written approval of the appropriate state or federal agencies having jurisdiction over wastewater pollution and treatment of wastewater generated within the Agency Service Area. Within a time period from notice of termination in accordance with the terms hereof to the Effective Date of such termination, the parties will use good faith efforts to negotiate a new agreement if that is the will of either of the parties. Nothing in this paragraph will be construed as the limitation on the regulations concerning sewage service and the appropriate rates pertaining thereto. This Agreement, and all documents referenced herein, counts as the complete and entire understanding and agreement between the parties with respect to the subject matter hereof and shall supersede any and all other agreements and understandings, both oral and written, between the parties regarding said subject matter.

4) **PAYMENT AND COLLECTION OF OMAHA'S WASTEWATER TREATMENT CHARGES BY AGENCY**

Omaha's wholesale sewer service charges as now and hereinafter established pursuant to the Omaha Municipal Code, currently Chapter 31, Article 4, shall be the sum of the charges set forth below, based on the flows from all contributing sources within the Agency Service Area. During the term of this Agreement, the Agency shall be responsible for the payment of the following charges for the Direct Connection of the Agency System to the Omaha System:

- a) the Bulk I Customer Charge in the amount set forth in Section 31-147(a)(6) of the Omaha Municipal Code, plus

- b) the total flow actually measured at the flow-monitoring manhole installed by the Agency at a location mutually agreeable between the Agency and Omaha with equipment owned by the Agency that measures wastewater flows from the Agency Service Area multiplied by the Bulk I Flow Charge in the amount set forth in Section 31-147(b) of the Omaha Municipal Code, plus
- c) an Abnormal Charge on the total flow actually measured if the wastewater is determined at the designated manhole sampling site agreed to by Omaha and the Agency to have strengths greater than domestic strength wastewater, as currently defined in Section 31-147(d)(1) and (2) of the Omaha Municipal Code, as applicable, plus
- d) one hand bill charge in the amount set forth in Section 31-147(i) of the Omaha Municipal Code, plus
- e) any applicable taxes.

Commencing on the first day of the term of this Agreement, the charges assessed by Omaha pursuant to this Section 5 shall be invoiced to the Agency on a monthly basis. The Agency shall pay to Omaha such invoiced amounts within 30 days of receipt of the corresponding user rate (or similar charge or fee as established by the Agency from time to time) payments from each Agency Member. The Agency shall use good faith efforts to collect all such outstanding and unpaid user rates due and payable from the Agency Members.

For the avoidance of doubt, Agency shall not be obligated to pay any other charges or fees related to Omaha's wastewater treatment services for the Direct Connection of the Agency System into Papillion Creek Interceptor Sewer other than the charges set forth in this Section 4.

The parties acknowledge and agree that as of the Effective Date of this Agreement, there are no Indirect Connections of the Agency System into the Omaha System and, as a result, no Bulk II charges (as defined in Section 31-147(a)(7) of the Omaha Municipal Code) shall be assessed to the Agency. In the event that the parties agree to add one or more Indirect Connections of the Agency System into the Omaha System, the parties shall amend this Agreement to add, as applicable, such Bulk II customer charge (as defined in Section 31-147(a)(7) of the Omaha Municipal Code) to this Section 4.

## 5) **CAPITAL CONNECTION FEE**

- a) For the period commencing on the Effective Date and ending on the Capital Connection Fee Termination Date, the Agency shall be obligated to pay to Omaha the Capital Connection Fee in the amount of \$293.00 per EDU of each tract, lot or parcel that is subject to a connection fee payable to the Agency in accordance with the Agency's resolutions, policies and procedures then in effect. The Capital Connection Fee will be collected by the Agency on Omaha's behalf at the time the Agency collects the corresponding portion of the connection fee from the owner of the tract, lot or parcel that is subject to payment of a connection fee to the Agency in accordance with the Agency's resolutions, policies and procedures, which may be amended from time to time in the Agency's sole and absolute discretion. To the extent the Agency's rate and fee schedules allow for payment of connection fees in installments, Omaha acknowledges that the corresponding payment of the applicable Capital Connection Fee

may also be paid by the Agency in installments. For the period commencing on the Effective Date and ending on the first day of the term of this Agreement (as described in Section 3 above), the Capital Connection Fees payable to Omaha during such period shall accrue, but shall be deposited and maintained by the Agency in a separate Agency bank account (and the Agency shall be entitled to receive any interest earned on such amounts). The Capital Connection Fees held in such Agency account will be remitted to Omaha on the first day of the term of this Agreement. Thereafter, the Agency shall pay the Capital Connection Fee (or any installment thereof, as applicable) within 30 days after it receives the corresponding connection fee payment from the owner of such tract, lot or parcel in accordance with the Agency's resolutions, policies and procedures.

- b) Omaha acknowledges and agrees that the Agency has assumed for purposes of establishing its current connection fee structure for Agency Service Area that one (1) developable acre of land contains five (5) EDUs. In the event the Agency later changes its assumption on the number of EDUs per developable acre in the Agency Service Area and such change results in an increase (or decrease, as applicable) in the connection fees payable to the Agency under the Agency's connection fee schedules then in effect by appropriate Agency board action, the EDUs per acre under this Agreement (currently assumed at five EDUs per developable acre) shall change to equal the new assumed EDUs per acre so adopted by the Agency. In such event, Omaha and the Agency may administratively amend this agreement to memorialize such change in the number of assumed EDUs per acre in connection with the payment of the Capital Connection Fee.
- c) The purpose of the Capital Connection Fee is to offset the infrastructure costs previously incurred by Omaha at the Papillion Creek WRRF to make excess capacity available at the Papillion Creek WRRF to treat the wastewater from the Agency Service Area. The Capital Connection Fee payable under this Agreement and the fee described in subsection (e) below are in lieu of any other capital connection, capital asset, or other similar fee or charge assessed by Omaha to any user of the Omaha system, and any such fee or charge set forth in the Omaha Municipal Code shall not apply to the Agency or this Agreement.
- d) The Capital Connection Fee will not apply to or be payable by the Agency in connection with or related to any connections to any wastewater system within the Agency Service Area that is not subject to the payment of connection fees to the Agency in accordance with the Agency's resolutions, policies and procedures.
- e) At such time the Springfield WRRF is decommissioned and connects to the Agency System, the Agency shall also pay to Omaha a fee in the amount equal to \$293.00 per sewer account that receives wastewater treatment services from the Springfield WRRF as of the date of connection to the Agency System. Such payment, or any other payments of the Capital Connection Fee owed to Omaha by the Agency at the time of the Effective Date of the Agreement may also be made in installments.
- f) It is the parties' intent that the Capital Connection Fee shall not be paid in perpetuity because, in part, such fee is (i) not, as of the Effective Date of this Agreement, charged nor assessed by other users of the Omaha System, and (ii) intended to offset certain costs

incurred by Omaha prior to the Effective Date hereof for providing the Agency access to available treatment capacity at the Papillion Creek WRRF. So long as the Agency has a Direct Connection to the Papillion Creek Interceptor Sewer (whether during the term of this Agreement or under any amendment, extension or subsequent agreement for wastewater treatment services at the Papillion Creek WRRF), the obligation for the Agency to pay the Capital Connection Fee shall automatically expire on Capital Connection Fee Termination Date. Effective as of the Capital Connection Fee Termination Date, the Agency shall no longer owe the Capital Connection Fee and this Section 5 shall be of no further force and effect. The terms of this subsection shall survive the expiration of the term described in Section 3(a) above and, until the Capital Connection Fee Termination Date, the terms of this subsection shall be incorporated into any subsequent agreements between the Agency and Omaha for the provision of wastewater treatment services.

**6) WATER SERVICE PROVIDER ACCOUNT INFORMATION MADE DIRECTLY AVAILABLE TO OMAHA**

This Section 6 shall only apply to future Indirect Connections of the Agency System into the Omaha System. The Omaha System is a regional service provider in the two-county area and Omaha wishes to receive the water account detail information on all Metropolitan Utilities District (MUD), any other entity providing water service to Agency Member, and Agency Member water accounts. The Agency shall use commercially reasonable efforts to require each Agency Member within the Agency Service Area to directly provide to Omaha, or to authorize MUD, or other water service provider, to provide directly to Omaha, the monthly account detail information on all water service accounts in the Agency Service Area.

**7) AREA SUBJECT TO WASTEWATER TREATMENT SERVICES**

- a) Omaha shall provide wastewater treatment services as called for in said General Provisions for Agency Service Area. Omaha shall exercise reasonable diligence and perform its services with the standard of care of a public utility in full compliance with all applicable local, state and federal laws, ordinances, rules and regulations.
- b) The customer charges, flow charges, and other charges and fees assessed by Omaha shall be the same as those assessed to other Bulk I users of the Omaha System.
- c) Omaha will treat all residential, commercial, and industrial wastewaters generated within the Agency's Service Area that is pumped in or conveyed to the Papillion Creek WRRF at the Direct Connection at the Papillion Creek Interceptor Sewer, and such wastewater shall be subject to the Flow Charges described in Section 4 above.
- d) Agency shall execute a wastewater service agreement with each new SID or development within the Agency Service Area prior to any wastewaters from such SID or development being conveyed by the Agency System to the Papillion Creek WRRF. Any such agreement shall incorporate the General Provisions then in effect. A copy of all such signed agreements shall be submitted to Omaha for its records.



- e) Development and connection to the Omaha System for areas outside of the Agency Service Area, and still within the zoning and planning jurisdiction of any Agency Member, may be provided by either:

- i) Amending this Agreement or,
  - ii) A separate agreement between Agency, Omaha and, as applicable, the appropriate body.

For the avoidance of doubt, the following shall not require an amendment of this Agreement nor a new Agency-Omaha wastewater service agreement: (x) any development within the Agency Service Area that connects to the Agency System; (y) any development within the Agency Service Area that connects to any wastewater system operated by any Agency Member, whether as a separate sewer system operated by such Agency Member or as a Satellite System; and (z) the Direct Connection of the Agency System to the Papillion Creek Interceptor Sewer.

- f) Agency is authorized to establish rules and regulations concerning wastewater service within the Agency Service Area as long as such rules and regulations are not inconsistent with the terms of this Agreement. Further, the Agency can establish whatever rates and fees it deems appropriate, but this in no way shall change its responsibility to pay the fees set forth in Section 4 above.
- g) In consideration for the Agency's agreement to pay the Capital Connection Fee in accordance with this Agreement, Omaha shall provide for up to 20 million gallons per day of average daily flow of treatment capacity at the Papillion Creek WRRF at full buildout of the Agency Service Area, so long as the biological loadings of that flow generally are of domestic strength. The Agency anticipates that at the end of the term of this Agreement, it may require up to three (3) million gallons per day of average daily flow of treatment capacity at the Papillion Creek WRRF. Omaha does not intend to use three (3) million gallons per day of average daily flows as a limit in any way, but as a guide to ensure that any improvements necessary at the Papillion Creek WRRF to occur. As such, the Agency agrees to provide to Omaha regular updates to the Agency's flow projections that may deviate substantially from those that are currently anticipated.
- h) In the event of any conflict between this subsection and the capacity provisions contained in Section 6 of the General Provisions, this subsection shall control.
- i) Omaha will, at its sole cost and expense, provide for the expansion of the Papillion Creek WRRF to serve all areas provided for service as included in Omaha's existing NPDES permit with the Nebraska Department of Environment and Energy (NDEE) to include all of the Agency Service Area. Omaha will pursue and obtain a renewal of or amendment to its existing NPDES permit to extend the service area to include the area served by the Agency.
- j) Omaha will be solely responsible for securing and/or amending all necessary discharge permits and related approvals and consents from the NDEE, the United States Environmental Protection Agency, and other applicable local, state and federal governmental authorities and permits with respect to the connection of the Agency



System to the Papillion Creek WRRF and the treatment of wastewater flows from the Agency Service Area.

- k) Pursuant to separate written agreements between certain Agency Members and Omaha, Omaha currently treats wastewater flows from said Agency Members' jurisdictions located in the Agency Service Area, and anticipates that such wastewater flows will be eventually discharged and conveyed via the Agency System for treatment at the Papillion Creek WRRF.

**8) CONNECTION AUTHORIZATION AND AGREEMENTS**

- a) Omaha hereby authorizes the Direct Connection of the Agency System to the Papillion Creek Interceptor Sewer at a location mutually acceptable to Omaha and Agency.
- b) Except for the Direct Connection authorized pursuant to subsection (a) above, no new, Direct Connections or Indirect Connections by the Agency to the Omaha System shall occur without the execution of a new agreement (or an amendment to this Agreement) between the parties; provided, however, to the extent technically feasible, Omaha agrees to reasonably cooperate with Agency concerning future Indirect Connections to the Omaha System that the parties agreed is in the best interest of Omaha and Agency.
- c) Omaha agrees that should any entity wish to connect to the Agency System (whether by Direct Connection or Indirect Connection), Omaha shall permit such connection subject to the agreement for that entity to abide by the General Provisions then in effect.
- d) Agency is required to notify Omaha's Environmental Quality Control Division of any proposed rehabilitation or rerouting of the Agency System which materially impacts the quantity or quality or type of flow at any Direct Connection or subsequent Indirect Connection permitted by this Agreement.
- e) Omaha and the Agency acknowledge that, from time to time, an industry or commercial operation may be required to register with the NDEE and/or obtain a Nebraska pretreatment permit prior to connecting to the Agency System. Omaha and the Agency agree that any such connections to the Agency System that require such a permit shall be approved in writing by Omaha and the Agency prior to connection to the Agency System and that part of that approval process may include, as applicable, evaluating the needs of the industry or commercial operation and whether the existing fee structure fairly addresses the operation's use of wastewater treatment services.

**9) AGENCY AUTONOMY/PLANNING/JURISDICTIONAL CONTROL**

Omaha acknowledges and agrees to the following:

- a) Omaha and the Agency further acknowledge and agree that nothing contained in this Agreement shall prohibit, limit, or cede to Omaha any planning or zoning jurisdiction and related rights and obligations of any Agency Member.
- b) The Agency has established its own sewer charges and connection fees for wastewater service for those users within the Agency Service Area. The Agency is responsible for collecting said charges and fees. Agency Members retain the right to provide retail wastewater services and billings to the users within their respective jurisdictions

- c) Agency shall retain sole jurisdiction within the Agency Service Area as to the design, construction, and control of the Agency System to the exclusion of all other sewer systems.
- d) The Agency and the Agency Members:
  - i) Maintain control over the platting and zoning of property within their respective corporate limits and extraterritorial zoning jurisdictions;
  - ii) Maintain control over their respective wastewater service areas;
  - iii) Maintain control over their respective wastewater service facilities, sewer systems, sewer lines, and related permits constructed and approved by each Agency Member's governing body;
  - iv) Maintain their own respective autonomy, jurisdiction, powers, and indebtedness as governmental subdivisions.
- e) Agency will maintain control over sewer connections which connect directly to the Agency System within the Agency Service Area to ensure that all such connections meet or exceed Omaha's minimum design standards for sewers and sewer connections.
- f) Nothing contained in this Agreement shall apply to, affect, supersede, nullify, modify or otherwise amend the terms of the various separate wastewater service agreements between individual Agency Members and Omaha that are in effect as of the Effective Date of this Agreement.

#### 10) **SAMPLING AND FLOW MONITORING**

Omaha and Agency agree that a sampling and flow-monitoring manhole shall be constructed by the Agency at a point to be determined and as described in Section 8(a) above, in order to measure wastewater flow as the Direct Connection point of the Agency System to the Papillion Creek Interceptor Sewer. This and all future flow-monitoring manholes shall be constructed such that:

- a) The first six (6) feet of riser above the floor of the manhole is a minimum of seventy-two inches in diameter and shall be equipped with a primary measuring device, or provide for any alternate design of the flow-monitoring manhole determined by the Agency and Omaha that provides for an accurate measurement of the flows in order to determine the basis of payment.
- b) The location of each such manhole and selection of suitable primary device shall be approved in writing by the Environmental Quality Control Division of Omaha.
- c) Agency shall provide sufficient electrical service to the manhole to power a continuous flow recorder.
- d) Each party shall provide to the other an acceptable service road access to the manhole from the nearest county or state road.

#### 11) **AGENCY MAJOR DECISIONS**

In consideration for the Agency agreeing to pay the Capital Connection Fee, Omaha agrees that it shall not make any decisions, modifications, or otherwise take any action with respect to the following items or matters without the Agency's prior written consent:

- a) Require the payment of any fees, charges or costs not expressly set forth in Sections 4 and 5 hereof.
- b) Require the payment of any additional fees or charges by users, intended to offset Omaha's costs for the treatment of wastewater from the Agency System to the extent such additional fees or charges are not uniformly charged and assessed to other users of the Omaha System.
- c) Restricting, deferring, limiting, or delaying the development of any land within the Agency Service Area.
- d) Except to the extent otherwise included as part of the Flow Charge payable by the Agency pursuant to Section 4 above, passing-through to the Agency any costs or expenses, or any other adverse legal or financial implications, related to any combined sewer overflows (CSOs), sanitary sewer overflows (SSOs), and other permits, programs and/or orders affecting the Omaha System, unless to the extent directly attributable to wastewater discharge from the Agency System and not otherwise related to the Agency's average daily flows within the capacity limits approved by Omaha pursuant to Section 7(g) above.

## **12) INTERLOCAL COOPERATION ACT**

This Agreement is entered into between Omaha and the Agency pursuant to the Interlocal Cooperation Act of the State of Nebraska contained in Chapter 13, Article 8 of the Revised Statutes of Nebraska, Reissue 2012; and to the extent this Agreement shall be governed by the provisions of said Act, it shall be construed consistent with the objects to be accomplished pursuant to said Act. In this respect:

- a) The duration of this Agreement shall be as set forth in the following Section 3 hereof and so long thereafter as necessary to carry out the intent of the parties, including, but not limited to, provisions that the parties expressly intend to survive the term hereof.
- b) There is no separate legal or administrative entity created hereby, but the parties may, if they choose, perform all or part of their separate responsibilities hereunder through sewer districts or other entities of their choosing.
- c) The purpose hereof is as stated in the recitals above.
- d) This Agreement can be modified only upon joint action of the parties and approval by their respective governing bodies by a written administrative wastewater service agreement amendment signed by the Omaha Public Works Director or his authorized representative and an authorized officer(s) or representative(s) of the Agency.
- e) Each of the parties shall perform its respective powers and responsibilities herein provided for through their respective governing bodies. Each party shall separately finance and budget its duties and functions under this Agreement. Each party shall acquire, hold and dispose of personal property used by them in this cooperative undertaking in the manner provided by law and consistent with their respective obligations in this cooperative undertaking. There shall be no jointly held property as

a result of this Agreement. Upon termination, each party shall retain ownership of the property it owns at the time of termination.

- f) This Agreement shall be administered jointly by the parties, through one authorized representative to be designated by and on behalf of each party.
- g) Except for as set forth in Section 4(e) above, this Agreement does not authorize the levying, collecting or accounting of any tax.

**13) 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.

**14) EXECUTION OF AGREEMENT**

- a) This Agreement shall be effective upon approval of the respective governing bodies of the parties and shall continue in full force and effect until termination in accordance with this Agreement; provided, however, that the term of this Agreement shall not commence until the date Omaha first begins to furnish the wastewater treatment services at the Direct Connection point of the Agency System into the Papillion Creek Interceptor Sewer.
- b) This Agreement may be separately executed in counterparts with the separate executed signature pages being attached upon all signatures being obtained, with the same force and effect as if the document was executed as one.
- c) The recitals stated above are hereby incorporated herein by this reference.

**15) NONDISCRIMINATION**

Notwithstanding anything in this Agreement to the contrary, (i) the parties agree that they and any of their subcontractors shall not discriminate against any employee or applicant for employment to be employed in performance of this Agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions, or privileges of employment, because of race, color, age, religion, sex, disability, or national origin; and (ii) one or more of the parties is a recipient of federal funds, and as a result all required contractual provisions related to such federal funds shall be deemed incorporated into this Agreement by this reference and binding upon the parties.

**16) REMEDIES**

All remedies under this Agreement shall be cumulative and not restrictive of other remedies. The parties agree that any party shall have the right to exercise any remedies available to it at law or in equity, including without limitation, specific performance.

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 AGENCY this 26th day of August, 2020.

ATTEST:



Lisa A. Haine

Sarpy County and Cities Wastewater  
Agency Secretary

APPROVED AS TO FORM:

Adrian Chiu

Sarpy County and Cities Wastewater  
Agency Legal Counsel

THE SARPY COUNTY AND CITIES  
WASTEWATER AGENCY:

David R. Kelly

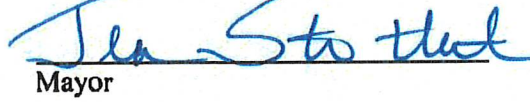
Sarpy County and Cities Wastewater  
Agency Board Chairman

EXECUTED BY OMAHA this 1<sup>st</sup> day of October, 2020.

ATTEST:


CITY OF OMAHA, NEBRASKA:

  
City Clerk

  
Mayor

RECOMMENDED:

APPROVED AS TO FORM:

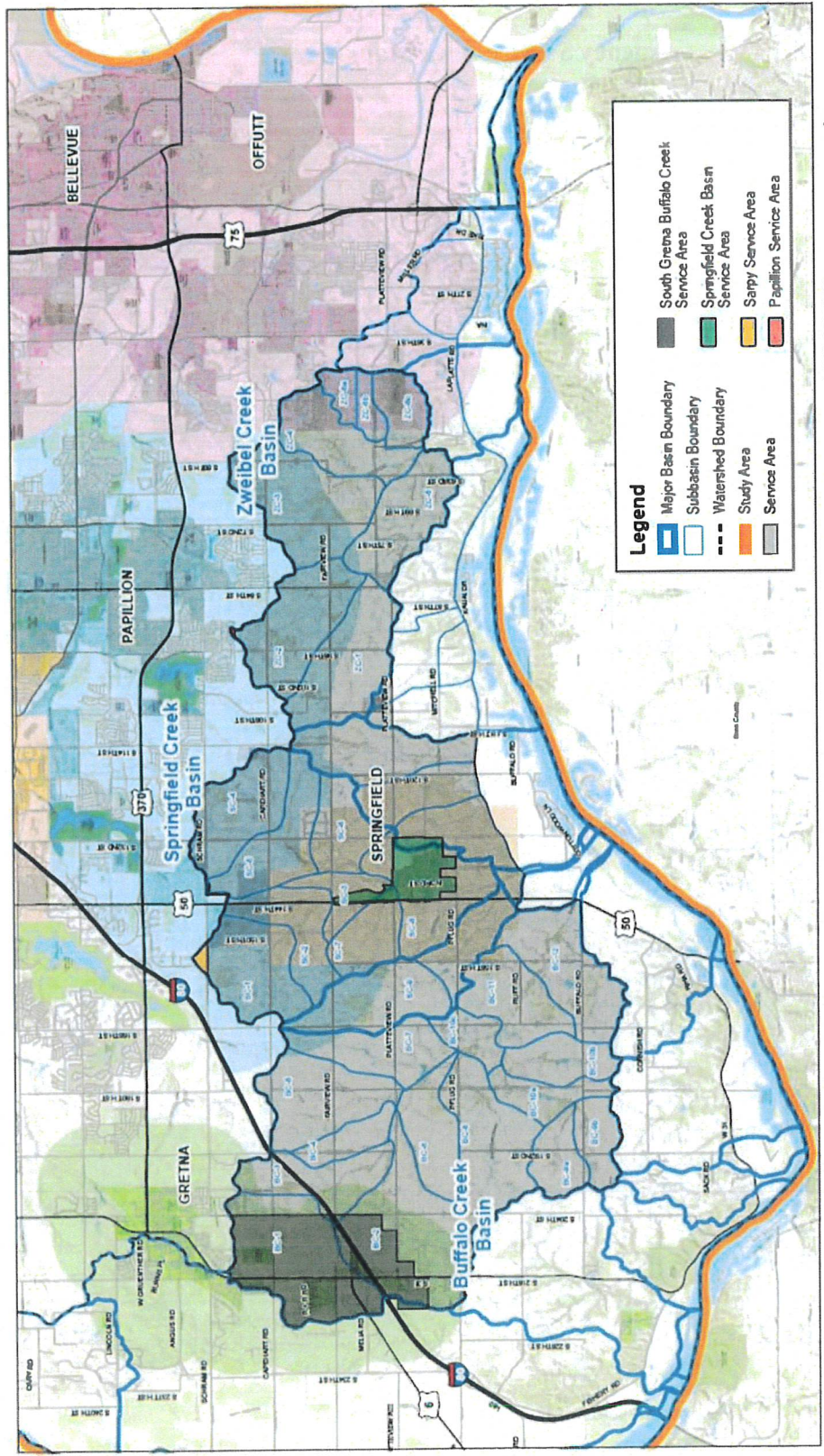
  
Deputy City Attorney



## **EXHIBIT A**

### **Agency Service Area Map**

[Attached]



**FIGURE 1**  
Growth Management Plan

**HDR**

**SOUTHERN SARPY COUNTY**

June 2010  
Service Area

**EXHIBIT B**

**General Provisions**

[Attached]



**CITY OF OMAHA  
WASTEWATER SERVICE AGREEMENT  
GENERAL PROVISIONS**

**August 18, 2020 DRAFT**

SECTION 1: USER CLASSES  
SECTION 2: CONTRIBUTING SYSTEM  
SECTION 3: CONTRIBUTING SYSTEM-OWNED FACILITIES  
SECTION 4: CONNECTION APPROVAL  
SECTION 5: POINT OF CONNECTION  
SECTION 6: ADDITIONAL CONNECTIONS  
SECTION 7: SERVICE WITHIN THE ZONING JURISDICTION OF A MUNICIPALITY  
SECTION 8: OMAHA'S RIGHT TO CONNECT  
SECTION 9: DISCONNECTIONS AND TERMINATION  
SECTION 10: CONTRIBUTING SYSTEM MUNICIPALITY CONTROL OF CONNECTIONS  
SECTION 11: NEW STORM CONNECTIONS PROHIBITED  
SECTION 12: EXISTING STORM CONNECTIONS  
SECTION 13: DESIGN REVIEW  
SECTION 14: CHARGES  
SECTION 15: USE OF PUBLIC AREAS  
SECTION 16: FLOW RECORDERS AND SAMPLING DEVICES  
SECTION 17: REPORTING NEW INDUSTRIES  
SECTION 18: INDUSTRIAL MONITORING AND REPORTING  
SECTION 19: SAMPLING AND TESTING COSTS  
SECTION 20: INSPECTION AND TESTING  
SECTION 21: REPORTS  
SECTION 22: LAWS AND REGULATIONS  
SECTION 23: AMENDMENTS - FEDERAL AND STATE REGULATIONS  
SECTION 24: APPORTIONMENT OF FINES  
SECTION 25: CHANGE IN OWNERSHIP  
SECTION 26: HAZARDOUS WASTES  
SECTION 27: INTERRUPTION OF SERVICE  
SECTION 28: DURATION OF AGREEMENT  
SECTION 29: NON-DISCRIMINATION  
SECTION 30: SOLICITATION  
SECTION 31: SEVERABILITY  
SECTION 32: TITLES  
SECTION 33: STRICT COMPLIANCE  
SECTION 34: INDEMNIFICATION  
SECTION 35: GOVERNING LAW  
SECTION 36: MODIFICATION BY AGREEMENT

**SECTION 1: USER CLASSES**

Wastewater collection and treatment services described herein shall be offered by the City of Omaha, hereinafter, referred to as "OMAHA", to four classes of users. These classes are (1) Municipalities, (2) Sanitary and Improvement Districts, (3) Utility or Agency, (4) Sanitary Sewer Service Users, which shall consist of all users approved by OMAHA, except Municipalities and Sanitary and Improvement Districts, and Utility or Agency.

- Utility or Agency – means a district, association, or other public body created by or under State law and having jurisdiction over collection, treatment, or disposal of sewage, industrial wastes, or other wastes. For the Purposes of these General Conditions, this is in specific reference to an Agency or Utility outside of the City of Omaha that has the authority to provide these services to multiple Satellite Sewer Systems
- Sanitary Sewer Service Users - any user who discharges or causes a discharge to a public sanitary sewer.

Such service will be offered by OMAHA to the Users within or adjacent to areas served by existing and proposed facilities of the Omaha Regional Collection and Treatment System. Such service shall include receiving, transporting, treating, and disposing of wastewater or sewage in accordance with the terms and conditions of these General Provisions and any special provisions in this Agreement.

## **SECTION 2: CONTRIBUTING SYSTEM**

The CONTRIBUTING SYSTEM shall be considered to be collectively, the User that is party to the agreement and any "Satellite Sewer System" connected to such User's system.

Satellite Sewer System – A sewer system that is owned or operated by one user that discharges to a system that is owned or operated by a different provider. Satellite sewer systems depend on a separate provider for final wastewater treatment and discharge and include systems approved by the NDEE.

## **SECTION 3: OWNED FACILITIES**

Owned facilities refers to those facilities, directly owned and operated by the User that is party to the agreement, including future additions and improvements thereto, and those facilities constructed to effect the interconnection with the Omaha Regional Collection and Treatment System.

The individual users that comprise the CONTRIBUTING SYSTEM shall retain their appropriate individual user responsibility for construction, operation, maintenance, and ownership of their own facilities comprising the CONTRIBUTING SYSTEM and future additions thereto and shall retain all contractual and managerial obligations associated with such CONTRIBUTING SYSTEM-owned facilities, unless provided for otherwise.

## **SECTION 4: CONNECTION APPROVAL**

The User shall not make its connection to the Omaha Regional Collection and Treatment System until it is authorized in writing by the OMAHA Public Works Director or his/her designee.

## **SECTION 5: POINT OF CONNECTION**

Subject to the conditions and provisions hereinafter specified, the User may connect its Wastewater System to the Omaha Regional Collection and Treatment System only in such manner and of such materials and at such place as approved by OMAHA prior to such connection. Should a change of the point or points of connection be required by OMAHA because of a change in the quality or quantity of flow from the User that is inconsistent with the loads and flows permitted by the Omaha Regional Collection and Treatment System at the time the User was last permitted to connect to the Omaha Regional Collection and Treatment System, or should the User request additional points of connection at some future date, such change(s) or additional connection(s) shall be made at the expenditure of the User and as directed and approved by OMAHA. Any changes in such points necessitated by changes in flow from OMAHA shall be at the cost of OMAHA.

## **SECTION 6: ADDITIONAL CONNECTIONS**

The User shall not allow any direct or indirect sewer connections from outside their agreed to Sewer Service Area. Sewer Service Area adjustments and new direct or indirect connections from these areas must be approved via an Amendment to the Agreement or a new Agreement between the parties.

- Sewer Service Area – User's area within the agreed to boundary or area under the authority of the User that is subject to sanitary sewer service.

Additional direct or indirect connections that are within the agreed to User Sewer Service Area require a written notification to Omaha. The NDEE administers the Nebraska Pretreatment Program (NPP), which requires a permit for any industry or commercial operation that could significantly impact operations. OMAHA and the User agree that any connection to the User requiring such permit shall be reviewed and approved by both parties prior to connection to the User.



Certification shall be given to OMAHA from the consultant or design engineer of the User that the additional connections will not overload or exceed design capacity of those sewers being connected to.

If and when OMAHA determines that the then existing flow and/or pollutant loading to the Omaha Regional Collection and Treatment System plus potential flow and/or pollutant loading from all subdivisions then connected to the Omaha Regional Collection and Treatment System or for which final plats have been approved by their respective jurisdiction and which are planned for connection to the Omaha Regional Collection and Treatment System equals or exceeds the capacity at that time of the User's connection to the Omaha Regional Collection and Treatment System, OMAHA will give notice to all appropriate Users connected to that affected portion of the Omaha Regional Collection and Treatment System. From that time forward, neither OMAHA nor any other User will approve any additional final plats within their respective zoning jurisdictions and OMAHA will not make any additional wastewater service agreements or amend existing agreements to serve additional lots until the capacity of the Omaha Regional Collection and Treatment System is increased. OMAHA will include this provision in all wastewater service agreements made between OMAHA and other Users after the date of this Agreement.

#### **SECTION 7: SERVICE WITHIN THE ZONING JURISDICTION OF A MUNICIPALITY**

OMAHA will not enter into an Agreement to provide wastewater collection or treatment service to any sanitary and improvement district or other User located partly or wholly within the zoning jurisdiction of a municipality, party to this Agreement, until the plans for the proposed connection have been reviewed and approved by such municipality.

#### **SECTION 8: OMAHA'S RIGHT TO CONNECT**

It is agreed that OMAHA shall have the right to connect any OMAHA sewers or those within its zoning jurisdiction to any User by paying the prevailing connection costs of such User to provide an outlet for such OMAHA sewers, if necessary, provided, however, that the system to which such connections are made has sufficient reserve capacity to carry the combined load if such combined load becomes necessary. The User has the right to review designs, specifications and criteria for sewer systems to be connected directly or indirectly to the sewer system owned by the User prior to approving all connections.

#### **SECTION 9: DISCONNECTIONS AND TERMINATION**

OMAHA shall have the right to make any disconnections and recover the expenses thereof from the User should the User neglect or refuse to disconnect or fail to negotiate a new contract following termination as herein provided. Any User which ceases to use any wastewater system connected to the Omaha Regional Collection and Treatment System shall disconnect the same at its expense or failing that, OMAHA may disconnect the same at the expense of the User. OMAHA acknowledges its Omaha Regional Collection and Treatment System is a public utility available without discrimination to members of specified classes. Termination of sewage treatment pursuant to this section 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 pursuant to this section will not be made before (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 treatment and the conditions and charges appropriate thereto. Nothing in this paragraph will be construed as a limitation on the authority of the governing body of OMAHA to set reasonable rules and regulations concerning sewage service and the appropriate rates pertaining thereto.

#### **SECTION 10: CONTRIBUTING SYSTEM MUNICIPALITY CONTROL OF CONNECTIONS**

Sewer connections made within the jurisdiction of the User which is a Municipality shall be under the control of such Municipality. Current records will be maintained by such Municipality and made available to OMAHA upon request. New connections shall be limited to wastewater only and the number of connections authorized within such Municipality within the area shown on the most recent sewer service area exhibit shall be the sole responsibility of such Municipality and its duly authorized representatives.

#### **SECTION 11: NEW STORM CONNECTIONS PROHIBITED**

After the beginning of service under this Agreement, the User shall not make or permit to be made any connections which will contribute directly or indirectly into the Omaha Regional Collection and Treatment System, the stormwater run-off from, including but not limited to surface drains, ditches, streams, storm sewers, roof, areaway, or foundation drains.

#### **SECTION 12: EXISTING STORM CONNECTIONS**

As to storm water connections of the type described above which existed in the User's sewer service area prior to the beginning of service from the Omaha Regional Collection and Treatment System, the User shall work as vigorously as possible within the technical and financial capabilities of the User to eliminate all of its storm water connections. The inflow and infiltration in all sewers constructed in the User sewer service area after the date of the execution of this Agreement shall not exceed those standards for I&I as set forth in the Omaha Master Plan – Sanitary Interceptor Sewer Element and any amendments thereto.

To comply with regulatory requirements, all Users having either acceptable or unacceptable waste in the effluent may be required to file with OMAHA at least once each calendar year, a report on the flow and loading of their wastewater. Essentially this requirement is to meet the obligations of OMAHA'S NPDES Permit regarding elimination of extraneous water. The User may engage the services of any OMAHA approved, independent testing laboratory for this service. Costs incurred with this are at the expense of the User.

#### **SECTION 13: DESIGN REVIEW**

OMAHA has the right to review the designs, specifications, and criteria for additions or modifications to any portion of the User connected directly or indirectly to the Omaha Regional Collection and Treatment System prior to the work being so connected to the Omaha Regional Collection and Treatment System. The design of sewer collection systems within the zoning jurisdiction of the User shall be the sole responsibility of the User. The design criteria used by the User shall meet or exceed the minimum design standards used by OMAHA and any amendments thereto.

#### **SECTION 14: CHARGES**

As full compensation for the receiving, transporting, and treating of the sewage from the User, and except to the extent provided in the sewer treatment services agreement between the User and OMAHA, the User agrees to pay OMAHA as follows: a sum equivalent to the sewer service charges and use fees from time to time charged to users as provided by Article IV, of the Omaha Municipal Code ("OMC"), and any amendments thereto, for the use of Omaha Regional Collection and Treatment System; specifically, the appropriate flow charge, abnormal charge and customer charge per month based on the flow volume for each connection point to Omaha Regional Collection and Treatment System. Unless otherwise agreed to by OMAHA in writing, payments for wastewater service shall be made within thirty (30) days following receipt of invoice and shall thereafter be delinquent. Delinquent balances shall bear interest at a rate equal to the average rate earned by OMAHA from its short-term investments during the three months preceding the delinquency. Such User must collect from all contributors within its boundaries or those connected to its system on a fair and equitable cost recovery basis, subject to the approval of the Nebraska Department of Environment and Energy ("NDEE"). The User party to this Agreement connected to Omaha Regional Collection and Treatment System and served by the Water Service of the Metropolitan Utilities District, or, as applicable, the Municipality providing waster service, shall pay the rates provided for in Chapter 31 of the OMC according to the provisions therein and the metered water usage.

#### **SECTION 15: USE OF PUBLIC AREAS**

It is agreed and understood that there shall be no payment by OMAHA for the use of any streets, alleys, avenues, or public property, if any, of the User for sewer lines or appurtenances constructed therein for the benefit of OMAHA, provided OMAHA shall, at its expense, repair and replace any pavement damaged during such construction and shall likewise pay the cost of any necessary utility relocations.

#### **SECTION 16: FLOW RECORDERS AND SAMPLING DEVICES**

When deemed necessary by OMAHA to facilitate fair, transparent, and equitable charges being billed by OMAHA, the User agrees to install at its expense, sampling and flow metering structures at points reasonably designated and approved by OMAHA.

OMAHA will provide monitoring services as per the OMC; however, any and all maintenance required on the containing structures and manholes shall, unless otherwise agreed to by OMAHA in writing, be the responsibility and at the expense of the User.

#### **SECTION 17: REPORTING NEW INDUSTRIES**

It shall be the responsibility of the person or department authorized to issue building permits within the jurisdictional limits of the User to notify OMAHA of any and all new industries locating within such jurisdictional limits as soon as such location is known to such person or department. Parcel info, sanitary connection location, sewer billing account info, industry contact info, and SIC/NAICS codes shall be part of the notification once these details are known.

- New Industry - any building, structure, facility or installation from which there is or may be a discharge of pollutants from an entity considered as an Industrial or Commercial customer type, provided that :
  - (1) The building, structure, facility or installation is constructed at a site at which no other source is located;
  - (2) The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
  - (3) The production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source should be considered.

#### **SECTION 18: INDUSTRIAL MONITORING AND REPORTING**

To comply with regulatory requirements, any industries classified as an existing or a new source by the United States Environmental Protection Agency or the NDEE, having either acceptable or unacceptable wastes in their effluent, must register with the appropriate jurisdiction.

Also, said industry may be required to file with OMAHA, at least once each year, a sampling analysis and report in accordance with OMAHA ordinances, rules, and regulations; and the flow-proportioned strength characteristics of their industrial effluent in terms of BOD, suspended solids, grease, pH and any other parameter required by their NPDES permit or the United States Environmental Protection Agency or the NDEE.

Industries required, under NDEE Title 119 to obtain a Pretreatment Permit, must file a copy of such report with OMAHA every June and January. Sampling and analysis may be done by the appropriate User and/or by OMAHA and by any City of Omaha approved laboratory according to the OMC. From time to time OMAHA may require a 24-hour/flow proportion composite sample to be split and given to OMAHA for verification. Such samples shall be representative of a normal and average production day. Any additional costs for obtaining the additional samples or testing shall be paid for by the industry involved.

#### **SECTION 19: SAMPLING AND TESTING COSTS**

Except as expressly provided in this Agreement, OMAHA has no obligation to make payments to any party for such sampling and testing costs.

#### **SECTION 20: INSPECTION AND TESTING**

The User shall, with respect to property owned by it or under its control, allow OMAHA and such personnel from the State or Federal agencies, at reasonable times, upon prior reasonable notice, and upon presentation of proper credentials:

1. to enter premises where an effluent source is located or in which any records are required to be kept under the terms of this Agreement.

2. to have access to or copy any records required by this Agreement or State or Federal laws or regulations to be kept by the User.
3. to inspect and repair or adjust any monitoring equipment or monitoring method required in this Agreement.
4. to sample any discharge point for pollutants.

The User shall, when requested under reasonable circumstances, but at no additional cost to the User, assist OMAHA personnel in making such investigation and inquiry of the property of users within the boundaries or jurisdiction of such User.

#### **SECTION 21: REPORTS**

Users, party to this Agreement, shall require within their boundaries or jurisdiction that all reports required by OMAHA City ordinances, rules, or regulations, be made to the User, and the User shall cause copies of all such reports to be sent to OMAHA in hardcopy and electronic form.

#### **SECTION 22: LAWS AND REGULATIONS**

The User agrees to conform with and enforce all Minimum Standards, Ordinances, rules, regulations, and requirements of OMAHA and all applicable State and Federal laws, rules, and regulations concerning: (1) Industrial Cost Recovery for industries within the sewer service area or connected to the User, and (2) Wastewater discharges, including limitations and prohibitions, monitoring, and reporting within the CONTRIBUTING AREA.

Wastewater emptied into the Omaha Regional Collection and Treatment System from the User shall be in conformity with Chapter 31, Article III of the Omaha Municipal Code, including any amendments thereto, and current regulations pertaining to sewers or sewage within OMAHA and in accordance with all State and Federal laws, rules and regulations, whichever is the most restrictive. Wastewater not in conformity with such rules and regulations shall not be permitted to flow through the sewers of the User into the Omaha Regional Collection and Treatment System.

#### **SECTION 23: AMENDMENTS - FEDERAL AND STATE REGULATIONS**

The User agrees to abide by any changes in this Agreement made necessary by revisions or additions to State or Federal regulations.

#### **SECTION 24: APPORTIONMENT OF FINES**

Any fines or penalties imposed upon OMAHA by any Federal or State agency or any court of competent jurisdiction shall be paid by the User(s), if any, to which the effluent or other act causing such fine or penalty can be directly traced and supporting evidence provided to such User(S). Such payment shall be apportioned to the User, including OMAHA, according to their contribution to the cause of such fine or penalty.

#### **SECTION 25: CHANGE IN OWNERSHIP**

In the event of any change in the control or ownership of a facility of a User from which authorized discharges are permitted, the User shall notify the succeeding owner or controller of the existence of this Agreement and the permit by means of a letter, a copy of which shall be forwarded to OMAHA. This Agreement is not assignable from or to Users.

#### **SECTION 26: HAZARDOUS WASTES**

It is agreed and understood that the parties to this Agreement are, or may be subject to Section 311 of the Clean Water Act, as it applies to oil and hazardous wastes, and to any applicable State Law or Legislation, under the authority preserved by Section 510 of the Clean Water Act.

#### **SECTION 27: INTERRUPTION OF SERVICE**

In the event of a stoppage of Omaha Regional Collection and Treatment System or in the event of an interruption of service by OMAHA, it is understood and agreed that OMAHA, its officers, employees and agents, except for OMAHA's willful damaging acts or gross negligence, shall be absolutely free of any liability to the User, or any owners or lessees of the property or premises within or served by the User.

#### **SECTION 28: DURATION OF AGREEMENT**

As provided by Nebraska law (R.R.S. 14-365.09), the term of this Agreement shall be for a period of ten (10) years beginning on the date wastewater treatment services are furnished by OMAHA. However, it may be extended by written amendment. If the User is desirous to continue to have its wastewater received and treated by OMAHA, the User will notify OMAHA at least six months in advance of the termination date of this Agreement whereupon the parties will make reasonable efforts to negotiate a new Agreement for such service by OMAHA.

#### **SECTION 29: NON-DISCRIMINATION**

The User shall not, in the performance of this Agreement, discriminate or permit discrimination against any person because of race, sex, age, political or religious opinions or affiliations, disability, or national origin, in violation of Federal law, State law, or local ordinance.

#### **SECTION 30: SOLICITATION**

The User does hereby state, warrant, and covenant that it has not retained or employed any company or person, other than bona fide employees of the User, to solicit or secure this contract, and it has not paid or agreed to pay any company or person, other than a bona fide employee of the User, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this statement, warrant, and covenant, OMAHA shall have the right to annul this Agreement without liability.

#### **SECTION 31: SEVERABILITY**

In the event that any provision of this Agreement is found to be invalid, void, or illegal by a court of competent jurisdiction, such decision shall in no way affect, impair, or invalidate any other provision of this Agreement, and such other provisions shall remain in full force and effect as if the invalid, void, or illegal provision was never part of this Agreement.

#### **SECTION 32: TITLES**

The titles used in these General Provisions are for convenience only and shall not be used in interpreting these General Provisions.

#### **SECTION 33: STRICT COMPLIANCE**

All provisions of this agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from an authorized representative.

#### **SECTION 34: INDEMNIFICATION**

To extent permitted by applicable law, the User shall defend, indemnify, and hold OMAHA and its respective employees, agents, and assignees harmless from and against any and all claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, judgements, actions, losses, damages, or injuries of any nature whatsoever, whether compensatory or punitive, or expenses arising therefrom, either at law or in equity, resulting or arising from, out of, or otherwise occurring in relation to any unlawful connection and/or disbursement of sewage into OMAHA's sanitary sewer system. Any and all resulting fees and/or penalties imposed by NDEE in accordance with the preceding sentence shall be the full responsibility of the User, except as detailed by Section 24 above.

To the extent permitted by applicable law, OMAHA shall defend, indemnify, and hold the User and its respective employees, agents, members, and assignees harmless from and against any and all claims, suits, demands, penalties, court costs, attorneys' fees, other litigation costs, judgements, actions, losses, damages, or injuries of any nature whatsoever, whether compensatory or punitive, or expenses arising therefrom, either at law or in equity, resulting or arising from, out of, or otherwise occurring in relation to any unlawful operation of the Omaha Regional Collection and Treatment System and/or disbursement of sewage from the Omaha Regional Collection and Treatment System. Any and all resulting fees and/or penalties imposed by NDEE in accordance with the preceding sentence shall be the full responsibility of the User, except as detailed by Section 24 above.

#### **SECTION 35: GOVERNING LAW**



The PARTIES to this Agreement shall conform to all existing and applicable OMAHA, county, state, and federal laws, and all existing and applicable rules and regulations. Any dispute arising from this contractual relationship shall be governed solely and exclusively by Nebraska law.

**SECTION 36: MODIFICATION BY AGREEMENT**

This Agreement may be modified or amended only by a written agreement executed by the PARTIES. In the event a party to this Agreement or subsequent amendments dissolves, or ceases to exist by some other means, without any valid successors or assigns, said party shall be considered to be without signing authority; therefore, the signature of said party shall not be required in order to validly execute subsequent modifications or amendments to this Agreement. Any modifications to this Agreement must cause this Agreement and all performance obligations hereunder to conform to the requirements of any applicable laws, rules, regulations, standards, and specifications of any governmental agency with jurisdiction over any such matter, including any amendment or change thereto, without cost to OMAHA.

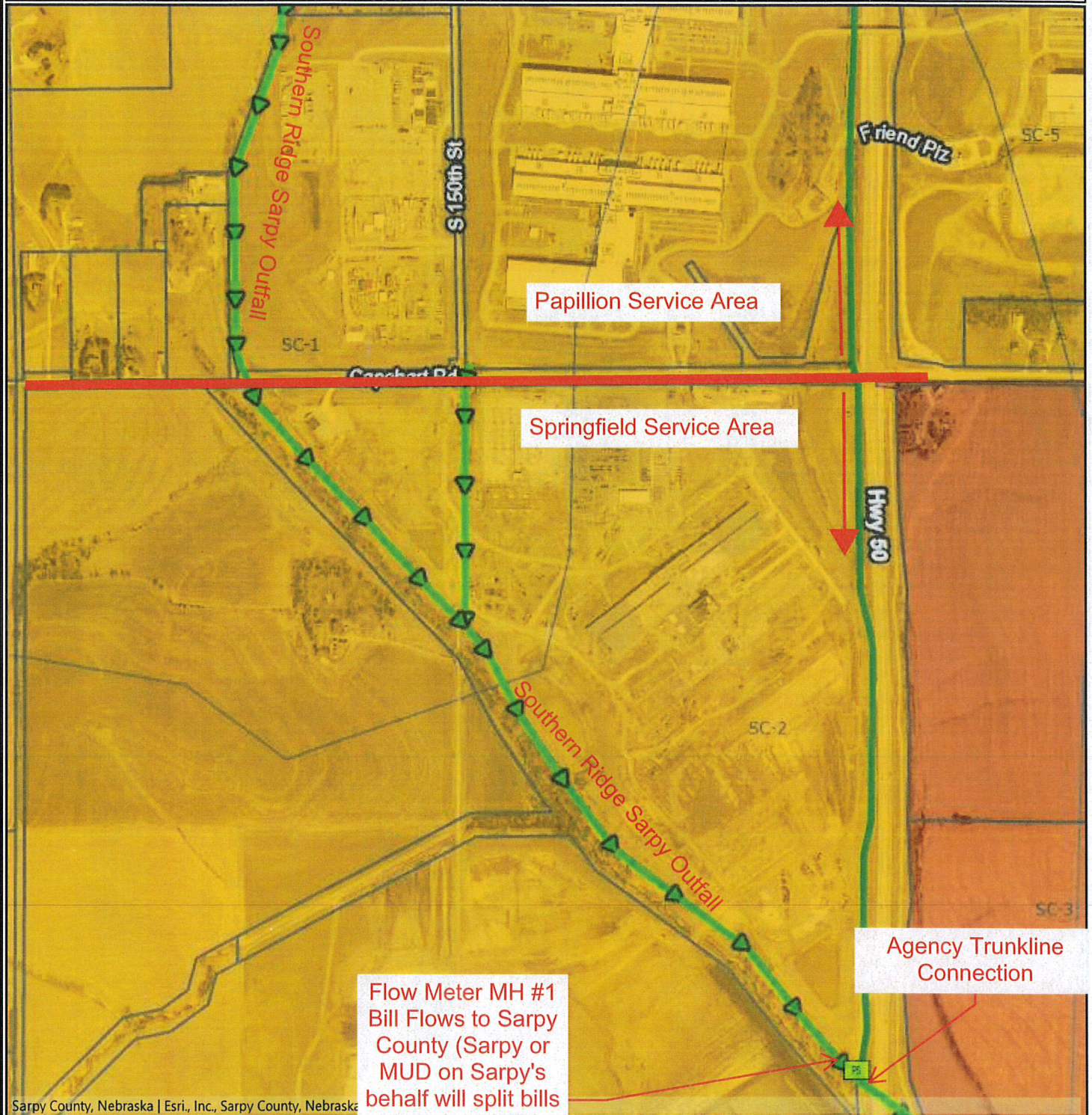
In the event of a conflict between the terms of these General Provisions (as the same may be amended from time to time) and the agreement for wastewater treatment services into which these General Provisions are incorporated (the "agreement"), the terms of such agreement shall prevail and control.

## **EXHIBIT E**

### **Map of Connection Points for Flow-Monitoring Manholes and Flow Meters**

[Attached]





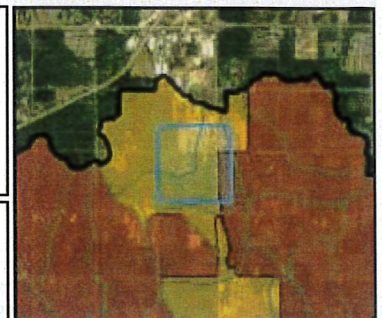
Notes



0 1000 2000  
ft

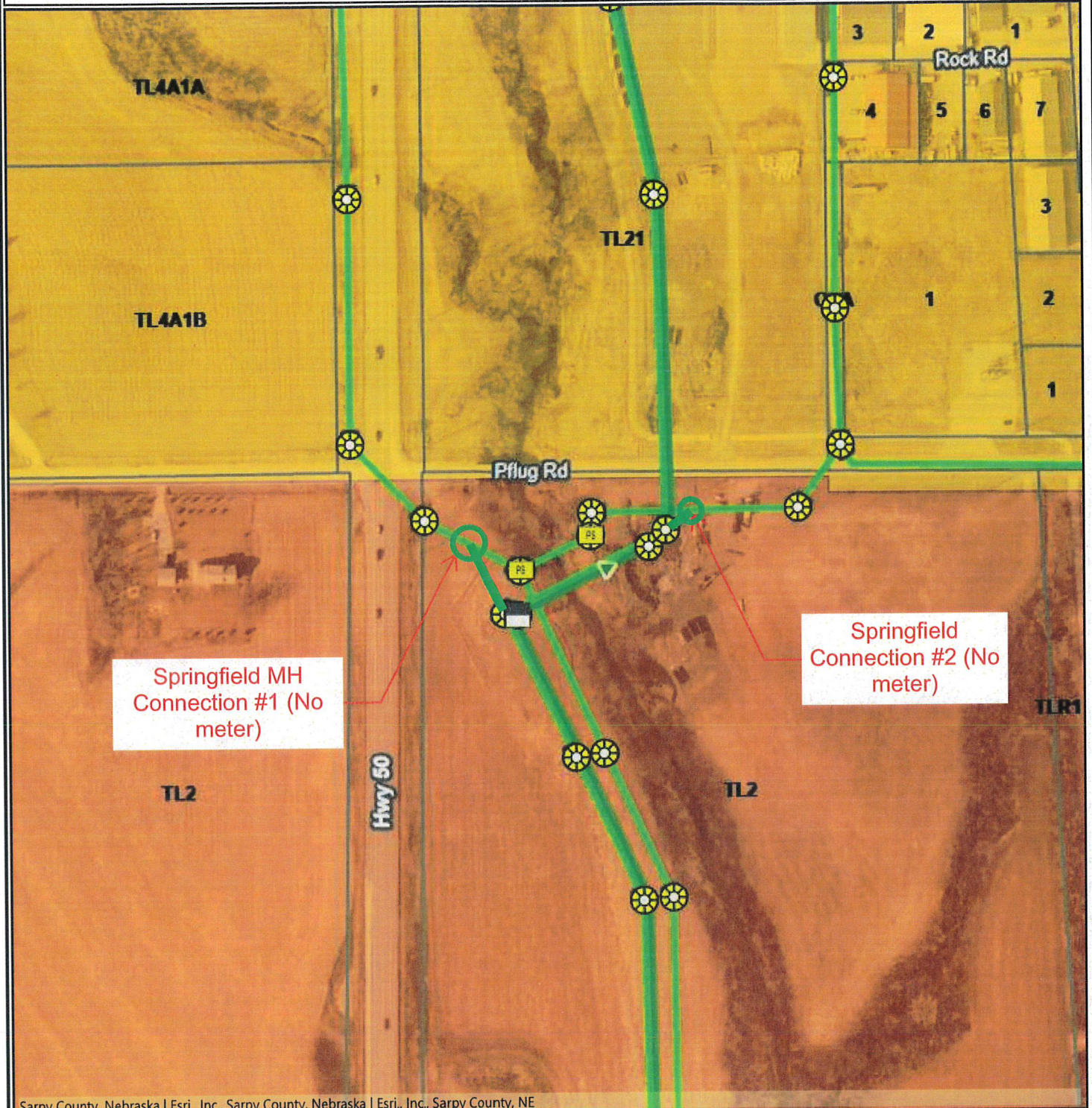
Map Scale 1: 13062

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Users of this information should review or consult the source records and information sources to ascertain the usability of the information.





# Exhibit E



Sarpy County, Nebraska | Esri, Inc., Sarpy County, Nebraska | Esri, Inc., Sarpy County, NE

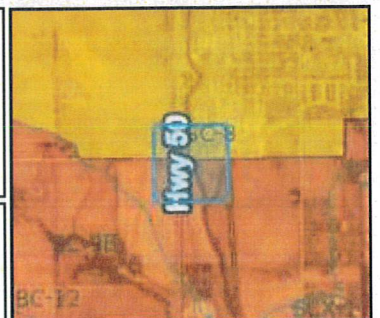
## Notes



0 300 600  
ft

Map Scale 1: 3266

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Esri, Inc., Sarpy County, Nebraska | Esri, Inc., Sarpy County, NE



Map Scale 1: 2257

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.



Notes

