

FILED SARPY CO. NE.

INSTRUMENT NUMBER

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*Glenn J. Lowrey*

REGISTER OF DEEDS

Counter Y L

Verify [Signature]

D.E. [Signature]

Proof S

Fee \$ 61.00

Ck  Cash  Chg

5661

Lot 1 and Lot 2, Sarpy County Industrial Park Replat 1, a track of land being in the NE 1/4 and the SE 1/4 of Section 19, Township 14 North, Range 12 East of the 6<sup>th</sup> P.M., in Sarpy County, Nebraska.



**INTERLOCAL COOPERATION AGREEMENT**

THIS AGREEMENT is entered into this 19th day of March, 1991, by and between the City of Papillion, Sarpy County, Nebraska ("Papillion") and La Vista, Sarpy County, Nebraska ("La Vista") pursuant to the Nebraska Interlocal Cooperation Agreement Act, Neb. R.R.S. 1943, §13-801 et. seq. as amended.

WHEREAS, the Cities of Papillion and La Vista deem it to be to their mutual advantage to cooperate with each other to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of the respective communities; and

WHEREAS, the two cities desire to make more efficient use of their powers to provide services and facilities by cooperating to the mutual advantage of both cities in the elimination of duplication of public costs that result in dual exercise of planning, inspection, permits, enforcement and other aspects of exercise of overlapping authority over the same lands; and

WHEREAS, the respective communities deem it to be in the best interests of both that a resolution and agreement be reached with respect to present and future land use planning, zoning and annexation related matters;

WHEREFORE, it is mutually agreed by and between the City of Papillion and the City of La Vista as follows:

1. The agreed jurisdictional dividing line between the two (2) cities shall be:

Giles Road from 48th Street west to 96th Street; thence south on 96th Street to Old Cornhusker Road (also known as Portal Road); thence northwesterly along Old Cornhusker Road to its intersection with Giles at approximately 106th to 107th Street; thence west on Giles Road to 108th Street; thence south on the unimproved section line road right-of-way of 108th Street to the half mile line between Giles Road and Cornhusker Road; thence west along said one-half mile line to interstate I-80 and such further distance west as either city may chose to exercise jurisdiction. The rights-of-way of the above named roads shall be within La Vista's jurisdiction with the exception that in respect to Giles Road east of 96th Street, the center line is the jurisdictional dividing line. This description is subject to a detailed metes and bounds

description to be developed by the parties as needed.

2. In respect to that area north of Cornhusker Road and south of the aforementioned "one-half mile line" the Planning Commissions of the two cities shall study and make a joint recommendation to the Mayors and City Councils of both cities in regard to whether Papillion should retain jurisdiction over said area south of said one-half mile line, which recommendation shall be advisory only. Unless the City Councils of both cities determine otherwise, said area south of the one-half mile line shall remain in Papillion's zoning and annexation jurisdiction.

3. The respective communities hereby agree that neither shall exercise any land use jurisdiction, zoning jurisdiction nor annex any real estate across the jurisdictional dividing line as defined in Paragraph 1 of this Agreement unless such community first obtains the consent by formal action of the governing body of the other community to the exercise of such jurisdiction or annexation across said dividing line.

4. The City Councils of both cities shall take appropriate action to negate any prior zoning ordinances, land use plans, comprehensive plans, zoning maps and annexation ordinances that are inconsistent with this Agreement and the dividing line as defined in Paragraph 1 hereof, including, but not limited to, both cities adjusting their two (2) mile zoning jurisdiction boundary descriptions; adjusting and amending comprehensive plans; and adjusting and amending zoning maps and land use maps.

5. Papillion shall rescind and negate any and all prior and future claim of right of approval of sanitary and improvement districts within the La Vista zoning jurisdiction, as hereby established, and in particular its claim in respect to S.I.D. No. 59 of Sarpy County, Nebraska.

6. La Vista hereby renounces any present or further claim or right of approval of sanitary improvement districts within the Papillion zoning jurisdiction as hereby established.

7. Upon this Agreement being adopted by the City Councils of both Papillion and La Vista, the City of Papillion will take appropriate action in the form of either a motion to reconsider or other proceedings as shall be necessary to disconnect and negate

the annexation of those portions of Tract A, as defined in Papillion City Ordinance No. 1092, which traverse the jurisdictional dividing line described in Paragraph 1 of this Agreement.

8. This Agreement shall remain in full force and effect until terminated by mutual agreement of the parties, as evidenced by resolution adopted by the respective City Councils. A change in the terms hereof shall require similar approval.

9. The respective communities hereby further agree that if the legal counsel of either City deems the same to be advisable, that this Agreement will periodically be submitted to each successive new City Council in the month immediately following the organization of each subsequent new City Council to readopt or reaffirm the provisions of this Agreement. Failure of either or both cities to reaffirm or readopt shall not be construed as effecting a termination hereof, which termination may be effected only in the manner provided for in Paragraph 8 hereof.

10. This Agreement is entered into between the parties pursuant to the Interlocal Cooperation Act of the State of Nebraska (Chapter 13, Article 8 of the Revised Statutes of Nebraska, 1943, Reissue 1987). The parties agree:

a. The duration of this Agreement shall be as set forth in Paragraph 8 above.

b. There is no separate legal or administrative entity created hereby.

c. The purpose hereof is as stated in the preambles to this Agreement.

d. No separate financing is necessary to the implementation of this Agreement. Each of the parties shall separately budget for and defray the cost of services rendered and facilities constructed within their own jurisdictions as hereby established, except as may otherwise be mutually agreed upon by the parties in respect to specific projects.

e. This Agreement may be partially or completely terminated or modified only by mutual agreement of the parties as evidenced by formal resolution of their respective City Councils.

f. Each of the parties hereto shall perform their respective powers and responsibilities herein provided for

through their respective governing bodies and customary procedures. The parties anticipate that the effective administration of this cooperative effort undertaken hereby will not require an administrator or joint board, but should the cities mutually agree that such is necessary or advisable, a joint board consisting of an equal number of councilpersons or other representatives from each City shall be appointed by their respective City Councils for the purposes of administering the cooperative undertaking herein provided for. No decision or recommendation of said joint administrative board shall be implemented without the prior approval of the City Councils of both cities.

g. Each party shall acquire, hold and dispose of real and personal property used by them in this cooperative undertaking in their separate corporate capacities and not jointly, except as may otherwise be mutually agreed by the City Councils of the parties.

11. This Agreement shall become effective upon it being formally adopted by the City council of each respective City, which action is contemplated to occur simultaneously on March 19, 1991.

12. Each party shall furnish the other with a certified copy of the resolution of its City Council authorizing execution and implementation of this Agreement.

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

CITY OF PAPIILLION, NEBRASKA  
A Municipal Corporation

CITY OF LA VISTA, NEBRASKA  
A Municipal Corporation

By

[Signature]  
Mayer

By

[Signature]  
Mayor

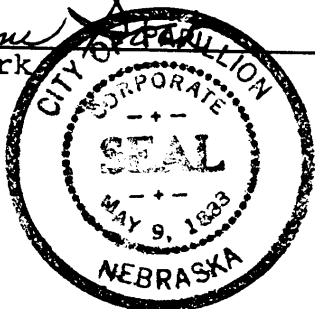
ATTEST:

[Signature]  
City Clerk

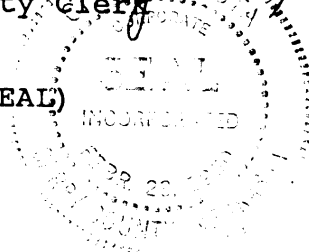
ATTEST:

[Signature]  
City Clerk

(SEAL)



(SEAL)



INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT is entered into this 8<sup>th</sup> day of June, 1992, by and between the City of Bellevue, Sarpy County, Nebraska ("Bellevue"), the City of La Vista, Sarpy County, Nebraska ("La Vista") and the City of Papillion, Sarpy County Nebraska ("Papillion") pursuant to the Nebraska Interlocal Cooperation Agreement Act, Neb. R.R.S. 1943, §13-801 et. seq., as amended.

WHEREAS, the Cities of Bellevue, La Vista and Papillion deem it to be to their mutual advantage to cooperate with each other to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best geographic, economic, population and other factors influencing the needs and development of the respective communities; and

WHEREAS, the three cities desire to make more efficient use of their powers to provide services and facilities by cooperating to the mutual advantage of all three cities in the elimination of duplication of public costs that result in dual exercise of planning, inspection, permits, enforcement and other aspects of exercise of overlapping authority over the same lands; and

WHEREAS, the communities deem it to be in the best interest of all three that a resolution and agreement be reached with respect to present and future land use planning, zoning and annexation related matters;

WHEREFORE, it is mutually agreed by and between the City of Bellevue, the City of La Vista and the City of Papillion as follows:

1. The agreed jurisdictional dividing line between the three (3) cities shall be:

BELLEVUE AND PAPILLION

A line starting on the Platte River thence North to a point where 54th Street extended would intersect the Big Papillion Creek; thence Northwesterly along the center line of the Big Papillion Creek to a point intersecting Giles Road.

LA VISTA AND BELLEVUE

A line commencing at the center of the intersection of Giles Road and the Big papillion Creek; thence Northwesterly along the center line of the Big Papillion Creek to a point where the center line intersects with Harrison Street.

LA VISTA AND PAPILLION

Giles Road from its intersection with the Big Papillion Creek West to 96th Street; thence South on 96th Street to Old Cornhusker Road (also known as Portal Road); thence Northwesterly along Old Cornhusker Road to its intersection with Giles at approximately 106th to 107th Street; thence West on Giles Road to 108th Street; thence South on the unimproved section line road right-of-way of 108th Street to the half mile line between Giles Road and Cornhusker Road; thence West along said one-half mile line to Interstate I-80 and such further distance West as either city may choose to exercise jurisdiction. The rights-of-way of the above named roads shall be within La Vista's jurisdiction with the exception that in respect to Giles Road East of 96th Street, the center line is the jurisdictional dividing line. This description is subject to a detailed metes and bounds description to be developed by the parties as needed.

That attached hereto and incorporated herein by reference is a photocopy of a map delineating the above described boundaries.

2. The respective communities hereby agree that they shall not exercise any land use jurisdiction, zoning jurisdiction, nor annex any real estate across the jurisdictional dividing lines as define in paragraph 1 of this Agreement unless such community first obtains the consent by formal action of the governing body of each affected community to the exercise of such jurisdiction or annexation across said dividing lines.

3. The city councils of all three cities shall take appropriate action to negate any prior zoning ordinances, land



use plans, comprehensive plans, zoning maps and annexation ordinances that are inconsistent with the Agreement and the dividing line as defined in Paragraph 1 hereof, including, but not limited to, each city adjusting its two (2) mile zoning jurisdiction boundary descriptions; adjusting and amending comprehensive plans; and adjusting and amending zoning maps and land use maps.

4. This Agreement shall remain in full force and effect until terminated by mutual agreement of all parties, as evidenced by resolution adopted by the respective city councils. A change in the terms hereof shall require similar approval.

5. The respective communities hereby further agree that if the legal counsel of any city deems the same to be advisable, that this Agreement will periodically be submitted to each successive new city council in the month immediately following the organization of each subsequent new city council to readopt or reaffirm the provisions of the Agreement. Failure of any to reaffirm or readopt shall not be construed as effecting a termination hereof, which termination may be effected only in the manner provided for in Paragraph 7 hereof.

6. This Agreement is entered into by the parties pursuant to the Interlocal Cooperation Act of the State of Nebraska (Chapter 13, Article 8 of the Revised Statutes of Nebraska, 1943, Reissue 1987). The parties agree:

- a. The duration of the Agreement shall be as set forth in Paragraph 4 above.
- b. There is no separate legal or administrative entity created hereby.
- c. The purpose hereof is as stated in the preambles to this Agreement.
- d. No separate financing is necessary to the implementation of this Agreement. Each of the parties shall separately budget for and defray the cost of services rendered and

facilities constructed within their own jurisdictions as hereby established, except as may otherwise be mutually agreed upon by the parties in respect to specific projects.

e. This Agreement may be partially or completely terminated or modified only by mutual agreement of the parties as evidenced by formal resolution of their respective city councils.

f. Each of the parties hereby shall perform their respective powers and responsibilities herein provided for through their respective governing bodies and customary procedures. The parties anticipate that the effective administration of this cooperative effort undertaken hereby will not require an administrator or joint board, but should the cities mutually agree that such is necessary or advisable, a joint board consisting of an equal number of councilpersons or other representatives from each city shall be appointed by their respective city councils for the purposes of administering the cooperative undertaking herein provided for. No decision or recommendation of said joint administrative board shall be implemented without the prior approval of the city councils of each city.

g. Each party shall acquire, hold and dispose of real and personal property used by them in this cooperative undertaking in their separate corporate capacities not jointly, except as may otherwise be mutually agreed by the city councils of the parties.

7. This Agreement shall become effective upon it being formally adopted by the city council of each respective city.

8. Each party shall furnish the other with a certified copy of the resolution of its city council authorizing execution and implementation of the Agreement.

9. That this Agreement shall not nullify, change or modify a similar Interlocal Cooperation Agreement previously entered

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into between the cities of La Vista and Papillion on the 19th day of March, 1991, nor be deemed an abandonment or resolution of the provisions of Paragraph 2 thereof.

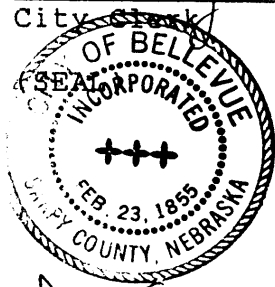
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the date and year first above written.

CITY OF BELLEVUE, NEBRASKA  
A Municipal Corporation

BY *Ray M Boyd*  
Mayor

ATTEST:

*Beverly Kridy*  
City Clerk

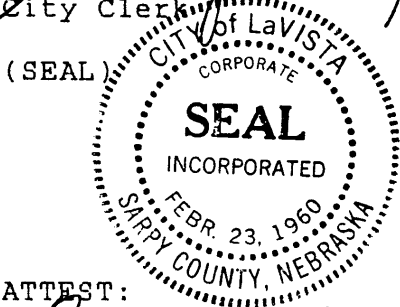


CITY OF LA VISTA, NEBRASKA  
A Municipal Corporation

BY *Harold A. Lewis*  
Mayor

ATTEST:

*Sarahy A. McGinnis*  
City Clerk

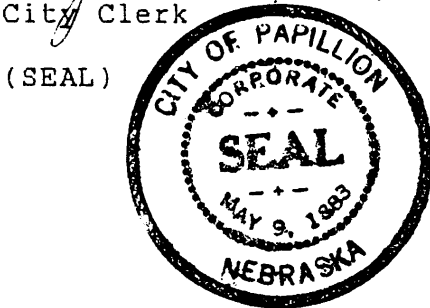


CITY OF PAPIILLION, NEBRASKA  
A Municipal Corporation

BY *Paul J. ...*  
Mayor

ATTEST:

*Grouse Doer*  
City Clerk



2000 22949 K

ATTACHMENT TO BELLEVUE, LA VISTA, PAPIILLION TRI-CITY AGREEMENT

