

**CITY OF PAPILLION
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 2, 2021 AGENDA**

Subject:	Type:	Submitted By:
Approval of the Seventy Two Place Maintenance Agreement (for on-street parking).	Resolution #R21-0019	Mark A. Stursma, AICP Planning Director

SYNOPSIS

This is a request for approval of the Seventy Two Place Maintenance Agreement. This agreement identifies the requirements for maintenance of angled, on-street parking stalls to be constructed within the S 71st Street and Flint Drive rights-of-way. The agreement is between the City, SID #350, and the lot owners association to be formed for Seventy Two Place. The agreement will be executed by the parties once the lot owners association is formed.

FISCAL IMPACT

The lot owners association formed for Seventy Two Place will be responsible for permanent and continuous maintenance of the angled, on-street parking stalls.

RECOMMENDATION

Approval, contingent upon City Council approval of:

- Seventy Two Place Change of Zone, ORD #1880
- Seventy Two Place Final Plat, RES. #R21-0016
- Seventy Two Place Sewer and Water Connection Agreement, RES. #R21-0017
- Seventy Two Place Subdivision Agreement, RES. #R21-0018

On 7/29/20, the Planning Commission voted 7-0 to recommend approval of the Seventy Two Place Final Plat for Phase 1 contingent upon resolution of staff comments. The Final Plat is ready for consideration at City Council.

BACKGROUND

In May 2020, City Council approved the Seventy Place Preliminary Plat.

ATTACHMENTS:

RES. #R21-0019

Maintenance Agreement

RESOLUTION NO. R21-0019

BE IT RESOLVED by the Mayor and City Council of the City of Papillion that the Seventy Two Place Maintenance Agreement (for off-street parking) is hereby approved contingent upon City Council approval of:

- Seventy Two Place Change of Zone, ORD #1880
- Seventy Two Place Final Plat, RES. #R21-0016
- Seventy Two Place Sewer and Water Connection Agreement, RES. #R21-0017
- Seventy Two Place Subdivision Agreement (for on-street parking), RES. #R21-0018

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

CITY OF PAPIILLION, NEBRASKA

David P. Black, Mayor

Attest:

Nicole L. Brown, City Clerk

(SEAL)

**SEVENTY TWO PLACE
MAINTENANCE AGREEMENT**

THIS MAINTENANCE AGREEMENT (“Maintenance Agreement”) is made and entered into on this _____ day of _____, 2021, by and between the [[_____]] Association, Inc., a Nebraska not-for-profit corporation (“Association”), Sanitary and Improvement District No. 350 of Sarpy County, Nebraska (“District”), and the City of Papillion, a municipal corporation in the State of Nebraska (“City”).

W I T N E S S E T H:

WHEREAS, City did, on _____, 2021, enter into a subdivision agreement together with Papio Park, LLC, a Nebraska limited liability company (“Developer”) and District (the “Subdivision Agreement”), which allowed Developer to subdivide and develop a parcel of land into Lots 1 thru 68, inclusive and Outlots A thru D, inclusive, Seventy Two Place; and

WHEREAS, pursuant to the Subdivision Agreement Developer was charged with the responsibility of forming a lot owners association the purpose of which was, among other things, to enter into a maintenance agreement with District and City which would obligate the Association on a permanent and continuous basis to provide the proper and continuous maintenance and upkeep of all angled, on-street parking stalls within the S 71st Street and Flint Drive rights-of-way as shown on the attached Exhibit A (collectively referred to as “Parking Spaces”); and

WHEREAS, the Developer’s formation of Association and the execution of this Maintenance Agreement and Association’s permanent and continuous obligation to provide the proper and continuous maintenance and upkeep of all angled, on-street parking stalls within the S 71st Street and Flint Drive rights-of-way, were all required conditions by City for City’s approval of the final plat for the first phase of Seventy Two Place.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. City shall have no financial obligation for the construction and maintenance of the Parking Spaces. The Parking Spaces shall be paved with seven (7") inch thick Portland concrete with integral curb, and permanent pavement striping, as provided in the City's standard specifications.
2. Association shall, at its sole cost and on a permanent and continuous basis, provide for the proper and continuous maintenance and upkeep of the Parking Spaces. Such maintenance shall include prompt and reasonable pavement and curb repair, striping maintenance, and snow and ice removal. Snow shall be removed within 24 hours of a snow event.
3. Association agrees that it shall, pursuant to its Articles of Incorporation and Bylaws, and the Declaration of Covenants, Conditions and Restrictions and Easements filed by the Developer in the office of the Register of Deeds of Sarpy County, Nebraska, levy assessments in sufficient amount to fund the Association's duties under this Maintenance Agreement. Such assessments shall be levied in the manner and amount as set forth therein against each lot within Association's boundary, which assessments, together with interest, costs and reasonable attorneys' fees shall be and constitute, until paid, a continuing charge against and a lien upon such lot or property against which each assessment is made.
4. The parties understand and agree that this Maintenance Agreement does not provide any property interest, license, or exclusive use of the Parking Spaces to the District, Developer, Association, or any tenant or other person claiming through District, Developer, or Association. The Parking Spaces, being on public right-of-way, may be used by any member of the public at any time.
5. This Maintenance Agreement shall terminate as to part or all of the Parking Spaces, upon the occurrence of any one of the following: a) written agreement of the parties to so terminate; b) part or all of the Parking Spaces become so damaged that further use and maintenance is not reasonable; or c) the City determines that part or all of the Parking Spaces must be removed so as to protect public safety or to allow improvements in the right-of-way.

IN WITNESS WHEREOF, the parties hereto have executed this Maintenance Agreement the day and year first above written.

(Signatures on following pages.)

CITY OF PAPILLION, NEBRASKA

By _____
David P. Black, Mayor

Attest:

By _____
Nicole L. Brown, City Clerk

SANITARY AND IMPROVEMENT DISTRICT
NO. 350 OF SARPY COUNTY, NEBRASKA

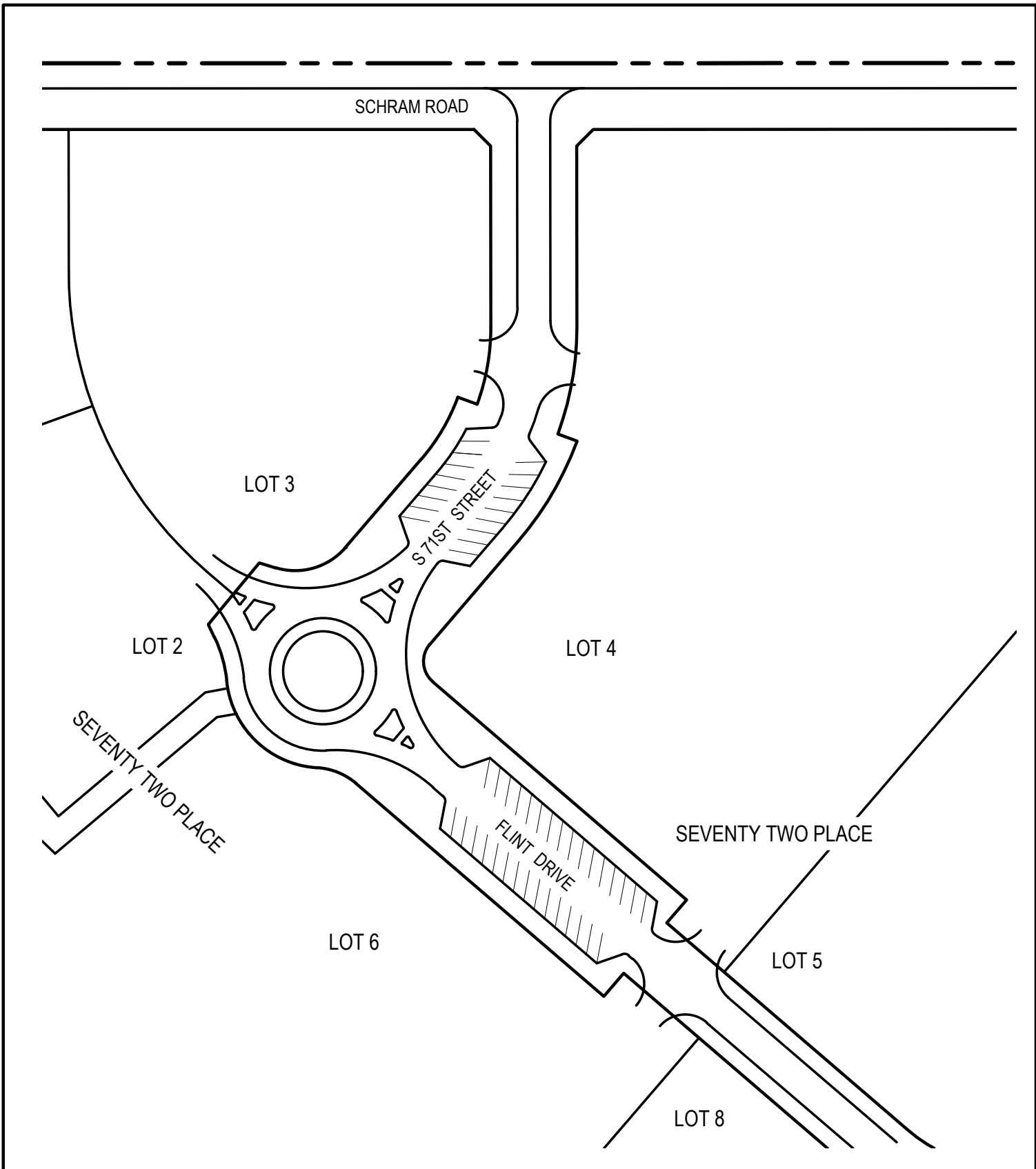
By _____
Eugene J. Graves, Jr., Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Before me, a notary public, in and for said county and state, personally came Eugene J. Graves, Jr., Chairman of Sanitary and Improvement District No. [INSERT SID NUMBER] of Sarpy County, Nebraska, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof be such person's voluntary act and deed on behalf of such District.

Witness my hand and Notarial Seal this _____ day of _____, 202_.

Notary Public



 <p>E & A CONSULTING GROUP, INC. Engineering Answers</p>	<p>E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 10909 Mill Valley Road Suite 100 Omaha, NE 68154 Phone: 402.895.4700 Fax: 402.895.3599</p>			<p>EXHIBIT "A" MAINTENANCE AGREEMENT PAPILLION, NEBRASKA</p>
	Job No.: P2018.228.002		Date: 01/13/21	
	Drawn by: JRS	Scale: No Scale	Sht: 1 of 1	