BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING AND AUTHORIZING CHAIR TO SIGN AGREEMENT WITH GUADALUPE & IRMA DIAZ FOR A GAS VENTING SYSTEM AT A RESIDENCE LOCATED NEAR THE CEDAR ISLAND LANDFILL.

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6), the County has the power to do all acts in relation to the concerns of the county necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103, the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the State of Nebraska has enacted the Integrated Solid Waste Management Act, which, in Neb. Rev. Stat. §13-2023, requires Sarpy County to provide or contract for facilities and systems as necessary for the safe and sanitary disposal of solid waste and to enter into agreements as necessary and appropriate for the ownership and operation of a facility or system; and,

WHEREAS, an agreement has been proposed with the owners of the residence of 9606 South 28th Avenue, Bellevue, NE 68123 near the Cedar Island Landfill, copies of which are attached, for the maintenance of gas venting systems; and,

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the agreement for a gas venting system between Sarpy County and the owners of a residential structure located at 9606 South 28th Avenue, Bellevue, NE near the Cedar Island Landfill, a copy of which is attached hereto, is hereby approved and the Clerk and Chairman are hereby authorized to sign the same.

The above and foregoing Resolution was duly approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on this 13th day of September, 2016.

Chairman, Sarpy County Board

ATTEST:

Sarpy County Clerk
MEMO

To: Sarpy County Board of Commissioners
From: Beth Garber
Re: Agreement for Gas Venting System

TD2 has been working with homeowners surrounding the Cedar Island Landfill to proactively prevent any subsurface gas migration of their residential structures. As part of this effort, the County has previously approved agreements for the installation and/or maintenance of gas venting systems, Resolutions 2016-20, 2016-236 and 2016-296. A total of 6 residences have been approved. The attached agreement will be for the final residential structure.

Attached is the agreement for the installation and maintenance of a gas venting system in a residence located around the Cedar Island Landfill site. The agreement provides for the installation and annual maintenance inspection of a new existing sub-slab venting system along with the repairs for a period of three (3) years.

Please feel free to contact me with any questions.

September 6, 2016
Beth Garber

cc: Deb Houghtaling
    Mark Wayne
    Scott Bovick
    Brian Hanson
    Art Beccard, TD2
    Kendall Hayward, TD2
AGREEMENT

THIS AGREEMENT, made and entered into by and between Guadalupe M & Irma C Diaz, hereinafter referred to as the "Homeowner", and the County of Sarpy, Nebraska, hereinafter referred to as the "County."

WHEREAS, the County owns the closed Cedar Island Road Sanitary Landfill, and monitors the subsurface migration of decomposition gases from said Landfill; and,

WHEREAS, though no gas migration to residential structures has been detected, County desires to act in a proactive manner to prevent any future subsurface gas migration from impacting your residential structure.

NOW, THEREFORE, in consideration of the above and the mutual covenants contained herein, the parties hereto agree as follows:

SECTION 1. County agrees to install a sub-slab venting system, similar to a system used for radon mitigation, (hereinafter "System") in the residence of Homeowner, said residence located at 9606 South 28th Avenue, Bellevue, Nebraska 68147. A description of said system is attached hereto. County agrees to perform said installation in a good and workmanlike manner, restoring any damage necessary for said installation. Installation of the System shall be at such time as may be agreed upon by the Parties.

SECTION 2. County agrees to perform an annual maintenance inspection and provide maintenance and/or repairs (for a period of three years) of the System to ensure proper operation, at such time as may be agreed upon by the County and the Homeowner.

SECTION 3. In consideration thereof Homeowner agrees to allow County access to Homeowner's residence at such times as may be agreed upon by the Parties as may be necessary for the System installation, and Homeowner agrees to remove personal property or obstructions to said installation.

SECTION 4. County makes no warranty or representation of the effectiveness of the System for any particular purpose and Homeowner hereby releases County for any liability for any alleged failure of the System. Upon the commencement of the installation of the System, the System shall become the property of the Homeowner, and, other the annual inspection and maintenance and/or repairs described in Section 2 above, County shall have no obligation to the maintenance or ongoing function of the
System.(beyond a three year period starting with the installation of the equipment.)

SECTION 5 Homeowner hereby affirmatively states that Homeowner is the owner of the residence located at 9606 South 28th Avenue, Bellevue, Nebraska 68147 and that Homeowner has the authority to enter into this Agreement, and is further authorized to give permission to County to install the System on the residence described herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the Company this 1st day of September, 2016.

By: [Signature]
Homeowner

Homeowner

COUNTY OF SARPY, NEBRASKA
A Body Politic and Corporate

By: [Signature]
Chairman, Sarpy County Board of Commissioners

ATTEST:

County Clerk

Approved as to form:

Deputy County Attorney