RESOLUTION AUTHORIZING SETTLEMENT WITH SANITARY AND IMPROVEMENT DISTRICT #274 OF SARPY COUNTY, NEBRASKA

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104, 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, Sanitary and Improvement District #274 of Sarpy County Nebraska, (hereinafter “SID #274) and the County of Sarpy, Nebraska (hereinafter “Sarpy”), are parties to an agreement dated August 4, 2005, (hereinafter, “Agreement”), which, among other things, called for certain road improvements to various roads in the vicinity of the Hawk Ridge Subdivision; and,

WHEREAS, Sarpy had filed a complaint in the District Court of Sarpy County, Nebraska, found in the records of said court at Case No. CI 14-665, for the purpose of enforcing the provisions of said Agreement; and,

WHEREAS, the parties are desirous of settling the dispute between them, by which the SID #274 will pay the sum of $40,000.00 in full and complete settlement of any and all claims Sarpy now has or which may arise out of the Agreement and the subject of the lawsuit described

NOW, THEREFORE BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the Settlement Agreement with Sanitary and Improvement District #274 of Sarpy County Nebraska, a copy of which is attached hereto, is hereby approved and the Chair and the Clerk are hereby authorized to execute said Settlement Agreement on behalf of Sarpy County.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 12th day of January 2016.

Attest

[Signature]
Sarpy County Board Chairman

[Signature]
County Clerk
SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made and executed on the dates hereafter set forth by Sanitary and Improvement No. 274 of Sarpy County, Nebraska (“SID 274”) and the County of Sarpy, Nebraska (“Sarpy”),

WITNESSETH THAT:

WHEREAS, SID 274 and Sarpy are parties to an Interlocal Cooperation Act Agreement executed in August of 2005, (“the Agreement”), calling for, inter alia, preparation by SID 274 of plans for certain improvements to and adjacent to 13th Street, 17th Street and Kasper Street in the vicinity of the Hawk Ridge Subdivision, review by SID 274 of bids for performance of the subject work, and execution by SID 274 of a contract for construction of such improvements, with the costs for such improvements to be divided between the parties; and

WHEREAS, Sarpy subsequently pre-empted the Agreement by authorizing the performance by its contractor of certain portions of the work contemplated by the Agreement without advance notice to SID 274 and without compliance with the provisions of the Agreement; and

WHEREAS, Sarpy subsequently submitted a statement to SID 274 in the amount of $108,034.79 which SID 274 declined to pay; and

WHEREAS, Sarpy thereafter filed an Amended Complaint in the District Court of Sarpy County, Nebraska, at Case No. CI 14-665, seeking a declaratory judgment with respect to the rights and obligations of the parties under the Agreement; and

WHEREAS, SID 274 has filed an Answer to Sarpy’s Amended Complaint; and

WHEREAS, while SID 274 has taken the position that it is not responsible for any portion of the costs incurred by Sarpy as set forth in its Amended Complaint due in part to Sarpy’s failure to adhere to the provisions of the Agreement and due in part to the fact that the improvements authorized by Sarpy lie entirely outside the boundaries of SID 274, SID 274 wishes to dispense with continued litigation of these matters and the expenses associated therewith and, in order to justify expenditure of funds to accomplish such objective, is willing to acknowledge that the owners of property within the boundaries of SID 274 benefit to some limited extent from the improvements
installed by Sarpy within or adjacent to the public rights-of-way for 13th Street, 17th Street and Kasper Street; and

WHEREAS, the parties desire to dispose of the pending litigation by payment from SID 274 to Sarpy of the amount of Forty Thousand ($40,000.00) Dollars in full and complete settlement of all claims, demands and causes of action which Sarpy may have or claim to have arising under the Agreement and with respect to any any future improvements to 13th Street, 17th Street, Kasper Street or the public rights-of-way in which such streets are located.

NOW, THEREFORE, the parties hereto agree as follows:

1. SID 274 shall submit to Sarpy warrants in the total amount of Forty Thousand ($40,000.00) Dollars on or before January 29, 2016;

2. Upon redemption of said warrants through SID 274's fiscal agent, Sarpy shall dismiss, with prejudice, the Amended Complaint currently pending in Sarpy County District Court at Case No: CI 14-665.

3. The payment to Sarpy by SID 274 as aforesaid shall completely resolve and dispense with all claims, disputes and causes of action the parties may have or claim to have with respect to one another, arising under the Agreement or otherwise pertaining to roads and other improvements in public right-of-way whether lying within or outside the boundaries of SID 274, and after execution of this Agreement, payment from SID 274 to Sarpy as aforesaid, and dismissal of the pending lawsuit by Sarpy, Sarpy acknowledges and agrees that there will be no remaining claims, demands or causes of action which Sarpy can or may make upon SID 274 or the members of its Board of Trustees whether arising under the Agreement or otherwise pertaining to roads and other improvements and public right-of-way whether lying within or outside the boundaries of SID 274.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereafter indicated pursuant to authorizing resolutions duly adopted at regularly convened public meetings of their respective governing bodies.

Executed by SID 274 this 10th day of February, 2016.
SANITARY AND IMPROVEMENT DISTRICT
NO. 274 OF SARPY COUNTY, NEBRASKA

By: Jacqueline Stover, Chairman

ATTEST:

Jeffrey E. Cosgrove, Clerk

Executed by Sarpy County this [24th] day of January 2016.

COUNTY OF SARPY, NEBRASKA
A Body Politic and Corporate

(SEAL)

By: Robert Kelley
Chairman, Sarpy County Board of Commissioners

ATTEST:

By: [Signature]
Sarpy County Clerk

Approved as to form and content:

By: Michael A. Smith
Deputy County Attorney