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BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION APPROVING AGREEMENT WITH OMAHA PUBLIC POWER
DISTRICT FOR UNDERGROUND ELECTRICAL SERVICE TO THE SARPY
COUNTY STADIUM PROJECT

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), 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 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, Neb. Rev. Stat. §23-2901 to 2905 (Reissue 2007), confers the power to counties, for the benefits of its citizens, to acquire facilities for social, athletic, and recreational purposes; and,

WHEREAS, an Agreement has been proposed by the Omaha Public Power District to provide underground electrical service to the Sarpy County Stadium site.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the agreement with the Omaha Public Power District for underground electrical service to the Sarpy County Stadium, a copy of said agreement being attached hereto, is hereby approved by the Board, and the Chairman and the Clerk are authorized to execute said Agreement.

DATED this 29th day of June, 2010.
Moved by Rusty Hoke, seconded by Pat Thomas, that the above Resolution be adopted. Carried.

YEAS:

Rusty Hoke
Patrick J. Thomas

NAYS:

Jon Jone

ABSENT:

Tom Richards
Rich Jansen

ABSTAIN:



Debra J. Houghtaling
County Clerk

Approved as to form:

Deputy County Attorney

UNDERGROUND SERVICE AGREEMENT (ACREAGE)

Agreement made this 6 day of July, 2010, between the OMAHA PUBLIC POWER DISTRICT, hereinafter referred to as "OPPD" and Sarpy County, hereinafter referred to as "the Developer".

RECITALS

1. OPPD is a public power district organized and existing under the laws of the State of Nebraska and is engaged in supplying electric service to portions of the State of Nebraska.
2. The Developer is the owner of certain land in Sarpy County, Nebraska and more particularly described in Exhibit "A" attached hereto and hereby incorporated into this Agreement, which property is hereinafter referred to as "the Development".
3. The Developer proposes that OPPD install and maintain 200 amp, 3-phase, 13.8kv mainline underground electric cable (hereinafter "Facilities") in dedicated right of way or easements within the Development.

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

I.

INSTALLATION OF FACILITIES & COMPENSATION

Subject to the terms and conditions of this Agreement, OPPD shall install and maintain the main line Facilities. The Developer shall pay to OPPD, in advance of any work hereunder, the sum of (30.79 acres x \$3,150) \$96,988.50 for the main line Facilities. OPPD's work hereunder shall be commenced within a reasonable time of notice from Developer that Developer has completed the requirements of paragraphs I, III, V, VI, and VIII of this Agreement. If Developer or an individual lot owner within the development boundaries constructs a qualifying all-electric home, then, on a case-by-case basis, OPPD will reimburse the per lot installation fee once it verifies installation of qualifying all-electric

appliances. For purposes of this paragraph, "all-electric home" shall mean a home that is constructed with an electric-powered furnace, water heater, stove/oven and clothes dryer.

II.

INDIVIDUAL ELECTRIC SERVICE

Following installation of the Facilities, upon request, OPPD shall install equipment to supply electric service from the Facilities to individual customers in the Development using padmounted switches and transformers as required. The cost of installing the electric service referred to in this paragraph shall be governed by OPPD's then current Line Extension Manual, a copy of which will be provided to Developer or individual customers on request.

III.

EASEMENT RIGHTS AND RESTRICTIONS

The Developer shall provide by dedication all land and easements for OPPD's Facilities located within the Development. The use of any such easements shall be permanently restricted as follows:

(a) No permanent buildings, structures, rock walls or retaining walls shall be constructed within any easement area, and no trees shall be planted within any easement area.

(b) At the option of the Developer, their heirs, successors or assigns, an easement area may be used for gardens, shrubs and other landscaping and driveways that do not interfere with or damage the Facilities or interfere with OPPD's use of and access to any such easement. The restrictions and uses outlined in this paragraph shall be incorporated, in writing, into any easement that is executed in connection with this Agreement, and all such easements (whether by dedication on a plat or by individual document) shall be duly filed and recorded with the Register of Deeds, Sarpy County, Nebraska.

IV.

CONSTRUCTION WORK

All work done under the terms of this Agreement shall be performed in accordance with and subject to relevant codes and standards and written plans and specifications that will be issued by OPPD.

The Developer agrees that:

(a) OPPD shall not be required to construct its Facilities in sections that are smaller than may be economically installed; and

(b) OPPD shall not be required to extend its Facilities beyond a point or points reasonably required to supply electric service to buildings already constructed or in the process of being constructed in the Development.

(c) Upon written request, OPPD will provide Developer with any readily available drawing that depicts the installed Facilities.

V.

PREPARATION OF AREA

The Developer shall remove, at its sole expense, any trees, vegetation and other surface or subsurface obstructions that interfere with or impede the construction of OPPD's Facilities, or which may, in the opinion of OPPD, constitute a hazard to the maintenance of said Facilities. OPPD will coordinate construction of the Facilities so as to avoid disruption of existing underground utilities.

VI.

GRADING BY DEVELOPER

The Developer shall complete the final grading of all areas wherein OPPD's Facilities are to be located prior to the installation of such Facilities, and shall identify all individual lots in the Development with readily visible stakes or pins. The Developer shall reimburse OPPD for any and all costs that OPPD may incur in relocating OPPD's installed Facilities as a result of any change in plat or grade by the Developers. OPPD will use reasonable efforts to coordinate its construction work with the work of Developer's contractors at the Development.

VII.

ACCESS FOR DISTRICT EQUIPMENT

The Developer shall maintain unimpeded working access for OPPD's equipment in connection with the construction and maintenance of the Facilities referred to in this Agreement.

VIII.

INSTALLATION OF CONDUITS

Developer agrees to provide and install two (2) non-metallic conduits, where needed, at proper depth to permit installation of cable under paving and curbs provided such installation is made before paving is completed. In the event that paving is completed before installation of crossings, it is agreed that the Developer will install such non-metallic conduit where needed. OPPD will then determine the number of conduits at each location. OPPD will provide the Developer material specifications, installation specifications and an exhibit indicating locations of crossings.

IX.

RESPONSIBILITY FOR DELAY

OPPD shall not be responsible for any cost overruns or other damages that result from the delay in completion of work provided for in this Agreement, where such delay is caused by casualty, labor dispute, material shortage, inclement weather or other causes that are beyond the reasonable control of OPPD.

X.

ENTIRE AGREEMENT

This instrument constitutes the entire Agreement between the parties hereto with respect to the Development, and sets forth the rights, duties, and obligations of each to the other as of its effective date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this contract are of no force or effect.

XI.

BINDING AGREEMENT

This Agreement shall binding upon the parties hereto, their heirs, successors and assigns.

OMAHA PUBLIC POWER DISTRICT

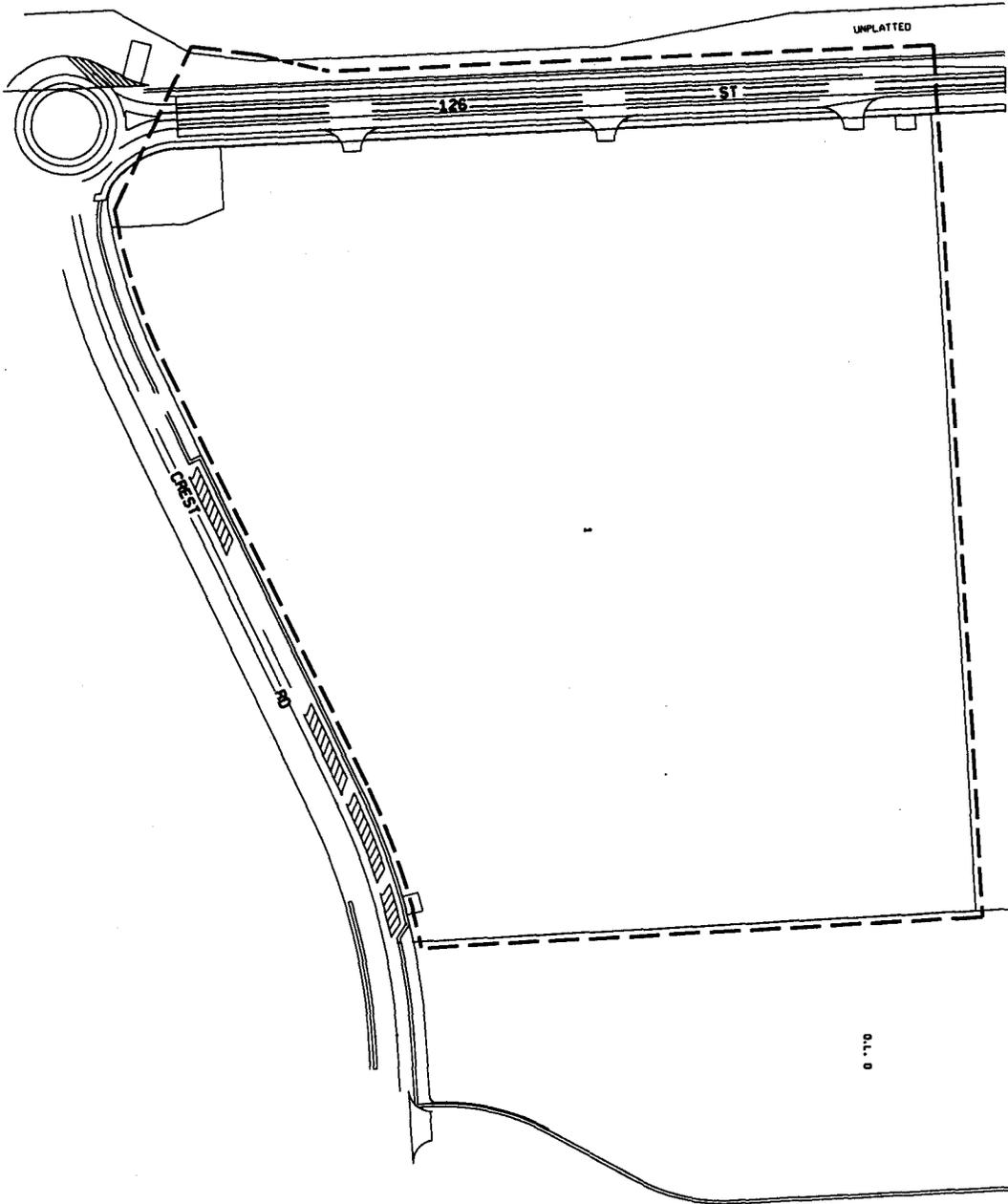
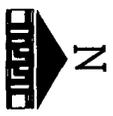
DEVELOPER

Sarpy County

By: William J. Lenhart 7/6/2010
Name: William J. Lenhart
Title: Division Manager CS&S

By: Joni Jones 6/29/10
Name: Joni Jones
Title: Chairman

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--- EXHIBIT "A" ---
 SAGEBY COUNTY PAUL PARK
 12619 ST. E. CREST ST. 80

SKD-10-204

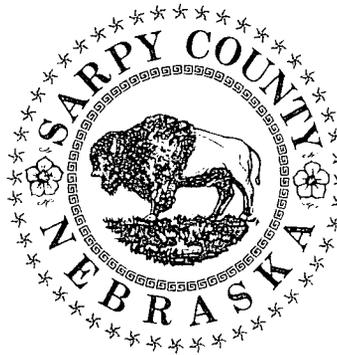
Sarpy County Board of Commissioners

1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046-2895
593-4155
www.sarpy.com

ADMINISTRATOR
Mark Wayne

DEPUTY ADMINISTRATOR
Scott Bovick

FISCAL ADMIN./PURCHASING AGT.
Brian Hanson



COMMISSIONERS

Rusty Hike
District 1
Joni Jones
District 2
Tom Richards
District 3
Pat Thomas
District 4
Rich Jansen
District 5

MEMO

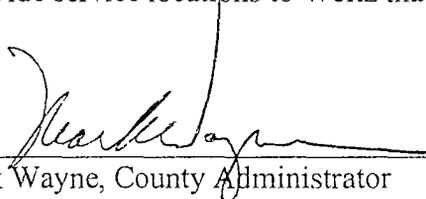
To: Sarpy County Commissioners
From: Mark Wayne, County Administrator
Re: Underground Service Agreement - OPPD

Attached is the Underground Service Agreement with OPPD to provide power to the Stadium. The cost is the standard per acre charge of \$3,150 for a total cost of \$96,988.50. We have worked through all our sources at OPPD to have this waived, but were unsuccessful.

On a positive note, OPPD has been helpful to provide service locations to Weitz that reduce some cost on the construction contractor side.

June 25, 2010

MW:lt


Mark Wayne, County Administrator