

RESOLUTION NO. A-_____

1 BE IT RESOLVED by the City Council of the City of Lincoln, Nebraska:

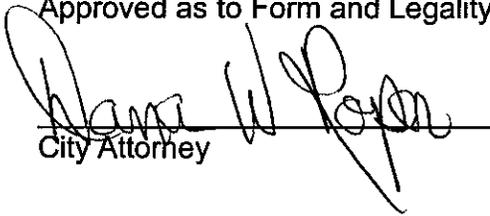
2 That the Consent Agreement, which is attached hereto, marked as Attachment "A" and
3 made a part hereof by reference, between the City of Lincoln and the Airport Authority, outlining
4 certain conditions and understandings between the City and the Airport Authority relating to the
5 maintenance responsibilities for the Water Main Construction in N.W. 47th Street, Mathis to Superior
6 Street, Project No. 701652, is approved.

7 BE IT FURTHER RESOLVED that the Mayor is authorized to execute the Consent
8 Agreement on behalf of the City.

9 BE IT FURTHER RESOLVED that the City Clerk is directed to return two fully executed
10 copies of this Agreement to the Public Works Department, for transmittal to the Airport Authority.

Introduced by:

Approved as to Form and Legality:


City Attorney

Approved this ___ day of _____, 2003:

Mayor

City Council Introduction: July 21, 2002

Bill Number 03R-193

Public Hearing: July 28, 2003

FACT SHEET

TITLE: Resolution to approve an agreement between the City of Lincoln and the Airport Authority of Lincoln for installation of a water line along NW 47th Street.

SPONSOR: Public Works and Utilities

OPPONENTS: Unknown

STAFF RECOMMENDATION:
Recommend approval.

OTHER DEPARTMENTS AFFECTED:
N/A

APPLICANT: Public Works and Utilities

REASON FOR LEGISLATION: To accept and approve an agreement between the City of Lincoln and the Airport Authority of Lincoln, outlining construction and maintenance responsibilities, for the project known as Water Main Construction, NW 47th Street, Mathis to Superior, City Project No. 701652.

DISCUSSION

The City will construct and maintain all waterline improvements at their cost. The project is to further interconnect the City's water main transmission lines and will be in place for any future Airpark development along NW 47th Street.

POLICY OR PROGRAM CHANGE: No

COST OF TOTAL PROJECT: Approximately \$ 280,000.00

SOURCE OF FUNDS: City: Water CIP funds.

CITY: \$ 280,000.00

NON CITY: N/A

BENEFIT COST: N/A

FACT SHEET PREPARED BY: *Brian Kramer* Brian Kramer, Engineering Services

REVIEWED BY: *Alla Abd* Director of Public Works & Utilities

CONSENT AGREEMENT

WHEREAS, the exclusive right of use and occupancy of certain lands are vested in the Airport Authority of the City of Lincoln, Nebraska; and

WHEREAS, the CITY OF LINCOLN desires to install water mains across certain lands and the Airport Authority of the City of Lincoln, Nebraska is willing to permit such construction.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. The Airport Authority of the City of Lincoln, Nebraska, does hereby consent and agree to permit the CITY OF LINCOLN, its successors and assigns, to construct, maintain, operate underground water mains and other necessary equipment in connection therein, on and across the following described property, to-wit:

The proposed water main being on Lincoln Airport Authority property in the Southeast Quarter of Section 6 and the East Half of Section 7, T10N, R6E of the 6th P.M. in the City of Lincoln, Lancaster County. Water Line being in Lincoln Air Park on the West side of NW 47th Street from West Superior Street to West Mathis Street and on the South side of West Mathis Street from NW 47th Street to NW 48th Street and as shown on the attached **City of Lincoln Water Main Construction Plans NW 47th Street, Lincoln, Nebraska** plans – 10 sheets

for so long a term as such underground water mains shall be there maintained; together with the right of ingress and egress thereto for the purpose of constructing, inspecting, repairing, maintaining, operating and removing the said underground water main and

appurtenances thereto belonging, subject to compliance with Authority's rules and regulations.

2. The Airport Authority of the City of Lincoln, Nebraska, does reserve unto itself, its successors and assigns, continued use of the above-described property for any purpose whatsoever, subject only to the rights of The City of Lincoln-, as herein set forth.

3. The City of Lincoln agrees that it will restore ground to grade by replacement and fill of dirt.

4. The City of Lincoln understands that a portion of the land described herein, is, or may be, leased to tenants by the Airport Authority.

5. The City of Lincoln does hereby warrant, covenant and agree that by reason of the construction, reconstruction, maintenance and repair of the said water mains and appurtenances thereto belonging, no charge, assessment or costs will be assessed against the Airport Authority of the City of Lincoln, Nebraska.

6. The City of Lincoln agrees that should the water mains constructed hereunder be abandoned for a period of five (5) years, this Consent Agreement shall then cease and terminate and shall be of no further force and effect, except that The City of Lincoln agrees to remove the said lines at its sole cost, if Authority shall so direct.

Dated this ____ day of _____, 2003

CITY OF LINCOLN

AIRPORT AUTHORITY OF THE
CITY OF LINCOLN, NEBRASKA,

By: _____

By: _____
Robert McNally, Director of Operations