

SUPPLEMENTAL RURAL FIRE DISTRICT INTERLOCAL AGREEMENT #2

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the City of Lexington, Dawson County, Nebraska, a Municipal Corporation, herein referred to as "City" and Lexington Rural Fire District of Dawson County, Nebraska, a Rural Fire District duly organized and existing under and by virtue of the laws of the State of Nebraska, herein designated as "District."

WHEREAS, the parties have for many years participated in an Interlocal Agreement to provide fire and rescue protection for the person, improvements and properties situated within City and District, which Agreement has most recently been amended January 23, 2007; and

WHEREAS, District has agreed to construct a fire hall addition, referred to herein as "RURAL FIRE HALL, PHASE II," the construction of the same, and that it is necessary to supplement the existing Interlocal Agreement to provide for the joint payment of project cost, operation and maintenance of said building.

THEREFORE, in consideration of the mutual agreements contained herein, the parties agree as follows:

1. That the Interlocal Agreement between the parties designated "Contract" dated January 23, 2007, is hereby ratified and confirmed and shall become a part of this Agreement by reference.
  2. That District will proceed, pursuant to the legal authority granted District by law, to construct a RURAL FIRE HALL PHASE II, at an estimated construction cost of \$550,000.00. That to defray the costs of construction, District will issue bonds in the total amount of \$375,000.00.
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3. That upon completion of construction of the RURAL FIRE HALL PHASE II, District will convey to City the new building, together with the underlying real estate, to-wit:

Lots Five (5), Seven (7), and Nine (9), Block Fifteen (15), MacColl & Leflang's Third Addition to the Town of Plum Creek, now City of Lexington, Dawson County, Nebraska.

4. That City shall be responsible for payment of \$375,000.00 of the bonded indebtedness incurred by District, and this Agreement shall remain in force until City's share of such bonded indebtedness has been paid in full. That City's annual contribution toward the payment of such bonded indebtedness shall be as stated in the attached schedule of payment, marked Exhibit A and made a part hereof by reference.
5. That upon transfer to City, the RURAL FIRE HALL PHASE II, together with all other equipment and building previously dedicated to Fire Department use, shall be used for the joint benefit of the parties hereto, and to provide fire and rescue protection for City and District. That the cost of operation and maintenance of said RURAL FIRE HALL PHASE II shall be considered as part of the cost of operation and maintenance of the Fire Department, and paid one-third (1/3) by the District and two-thirds (2/3) by the City, and according to the terms of the Interlocal Agreement dated January 23, 2007.
6. That upon termination of this Agreement or the Agreement dated January 23, 2007, City shall transfer ownership of the RURAL FIRE HALL PHASE II, together with the above described real estate back to District. In exchange for transfer of said building, District shall reimburse City in an amount which is

equivalent to two-thirds (2/3) of the replacement cost less depreciation of the improvements on said real estate, and exclusive of the value of the underlying real estate.

IN WITNESS WHEREOF, the parties have signed this Agreement made and executed in duplicate, pursuant to authority granted by the respective governing bodies of the parties hereto.

CITY OF LEXINGTON

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

LEXINGTON RURAL FIRE PROTECTION  
DISTRICT OF DAWSON COUNTY, NEBRASKA

BY: Steve Wades  
President

ATTEST:

Wade E. Hulkeni  
Secretary