

SPRING CREEK MAINTENANCE AGREEMENT

This Agreement is entered into between the City of Lexington, Dawson County, Nebraska (hereafter referred to as CITY) and the County of Dawson, Nebraska (hereafter referred to as COUNTY).

WHEREAS, the CITY and COUNTY have for many years past been co-sponsors of the Spring Creek Watershed, Dawson, and have shared in the costs of the various projects on a 40%-60% basis, and;

WHEREAS, the CITY and COUNTY at this time wish to reaffirm their joint commitment to the project and provide for certain guidelines for the operation, maintenance, improvement, and repair of all structural works which were contemplated or completed in accordance with the Spring Creek Watershed work plan.

NOW, THEREOFRE, the CITY and COUNTY agree as follows:

1. That the County Commissioners of Dawson County continue to act as the Board of Directors for Spring Creek Watershed, Dawson, with the overall responsibility as said Directors for the operation, maintenance, improvement, and repair of the works of improvement, namely flood retarding structure numbers 9A, 9B, 11A, 18A, 19B, and 25A shown on the Watershed work plan project map and that reach of Spring Creek from County Road 431 to the point where Spring Creek channel crosses the North line of Nebraska Highway 30 Right-of-way.
2. That the CITY continues to provide 40% financial support and the COUNTY continues to provide 60% financial support for the operation and maintenance of the aforesaid works of improvement.
3. That maintenance includes performance of work and the application of measures to prevent deterioration, improve performance, and repair damages after they occur. This includes such items as fertilizing vegetation, repair of fences around the dams, repair or replacement of principal spillways, repair or replacement of trash racks, silt/vegetation removal, repair or replacement of road culverts, and repair of other constructed improvements.
4. That the Board of Directors of the Watershed is hereby given the authority to approve expenditures for maintenance projects, provided, the CITY's share of said expenditures shall not exceed \$10,000.00 per fiscal year.
5. That any maintenance projects requiring a CITY expense exceeding \$10,000.00 per fiscal year must have prior written approval of the CITY.
6. That a joint inspection of the works of improvement shall be made annually on or before May 1st by a representative of the CITY and COUNTY. A record will be made of all

inspections and a copy of the inspection report shall be submitted to the CITY and COUNTY and to the Soil Conservation Service.

7. That the costs of operation and maintenance projects be paid from existing joint funds. When the existing joint funds are depleted to a balance of \$10,000.00 the Board of Directors will assess the CITY and COUNTY. This assessment will not exceed \$10,000.00 from the CITY and \$15,000.00 from the COUNTY per year. For major improvements, the Board of Directors shall submit budget requests for new funds to the CITY and COUNTY before June 1st of each year.
8. That the Board of Directors must furnish the CITY and COUNTY with a complete financial statement on or before the _____ day of _____ each year.

Signed this _____ day of _____, 2007.

CITY OF LEXINGTON, DAWSON COUNTY, NEBRASKA

BY: _____
President of the City Council

THE COUNTY OF DAWSON, NEBRASKA

BY: _____
Chairman, Dawson County Board of Commissioners

Jan 26, 1982

City of Dawson Proc. #20

P. 585 & 586

2-1-82

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WHEREAS, the CITY and COUNTY at this time wish to reaffirm their joint commitment to the project and provide for certain guidelines for the operation, maintenance and repair of all structural works which were completed in accordance with the Spring Creek Watershed work plan.

NOW, THEREFORE, the CITY and COUNTY agree as follows:

1. That the County Commissioners of Dawson County continue to act as the Board of Directors for Spring Creek Watershed, Dawson, with overall responsibility as said Directors for the operation, maintenance and repair of the works of improvement, namely flood retarding structure numbers 9A, 9B, 11A, 18A, 19B and 25A shown on the Watershed work plan project map and that reach of Spring Creek channel improvement from Nebraska Highway 21 to the point where Spring Creek channel cross the East line of Section 4, Township 9 North, Range 21 West.

2. That the CITY continue to provide 40% financial support and the COUNTY continue to provide 60% financial support for the operation and maintenance of the aforesaid works of improvement.

3. That maintenance includes performance of work and the application of measures to prevent deterioration as well as repairing damages after they occur. This includes such items as fertilizing vegetation, repair of fences around the dams, repair or replacement of principal spillways, trash racks and other constructed improvements.

4. That the Board of Directors of the Watershed is hereby given the authority to approve expenditures for maintenance projects, provided, the CITY's share of said expenditures shall not exceed \$5,000.00 per fiscal year.

5. That any maintenance projects requiring a CITY expense exceeding \$5,000.00 per fiscal year must have prior written approval of the CITY.

6. That a joint inspection of the works of improvement shall be made annually on or before May 1 by a representative of the CITY and COUNTY. A record will be made of all inspections and a copy of the inspection report shall be submitted to the CITY and COUNTY and to the Soil Conservation Service.

7. That the costs of operation and maintenance projects be paid from existing joint funds. When the existing joint funds are depleted to a balance of \$2,000.00 the Board of Directors will assess the CITY and COUNTY. This assessment will not exceed \$2,000.00 from the CITY and \$3,000.00 from the COUNTY per year. For major improvements, the Board of Directors shall submit a budget request for new funds to the CITY and COUNTY before June 1 of each year.

8. That the Board of Directors must furnish the CITY and COUNTY with a complete financial statement on or before the 1st day of March each year.

CITY OF LEXINGTON, DAWSON COUNTY, NEBRASKA

By Clude M. Cornick
President of the City Council

THE COUNTY OF DAWSON, NEBRASKA

By Jack Stuckey
Chairman, Dawson County Board of Commissioners