

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING AGREEMENT WITH THE STATE OF NEBRASKA AND
THE PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT REGARDING
THE U.S. HIGHWAY 34 EASEMENT OVER THE MISSOURI RIVER LEVEE

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, Sarpy County has a permanent easement for a Missouri River levee, the underlying real estate having been acquired by the State of Nebraska for the relocation of U.S. Highway 34; and,

WHEREAS, an agreement has been proposed to address the responsibilities of the State of Nebraska, the Papio-Missouri River Natural Resources District, and Sarpy County regarding improvements and maintenance of the levee in connection with the U.S. Highway 34 relocation, and said Agreement is in the best interests of the citizens of Sarpy County. Act,

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the agreement, between Sarpy County, the State of Nebraska and the Papio-Missouri River Natural Resources District, Project No. STP-34-7(118)), State Control No. 22176, is hereby approved.

BE IT FURTHER RESOLVED that the Clerk and the Chairman are hereby authorized to sign said agreement.

DATED this 9th day of August, 2011.

Moved by Jim Thompson seconded by Rusty Hike, that the above

Resolution be adopted. Carried.

YEAS:

Russell
James Ware
John
John
Tom Richard

NAYS:

None

ABSENT:

None

ABSTAIN:

None

Rene Lunsman
County Clerk Deputy



Sarpy County Board of Commissioners

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

ADMINISTRATOR Mark Wayne

DEPUTY ADMINISTRATOR Scott Bovick

FISCAL ADMIN./PURCHASING AGT. Brian Hanson



COMMISSIONERS

Rusty Hike District 1
Jim Thompson District 2
Tom Richards District 3
Jim Nekuda District 4
Jim Warren District 5

MEMO

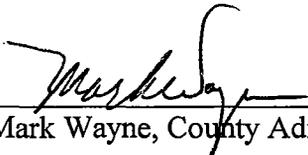
To: Sarpy County Commissioners

From: Mark Wayne, County Administrator

RE: Agreement with NDOR and P-MNRD regarding U.S. Highway 34 Easement

Sarpy County currently has an easement on the Missouri River levee under the Highway 34 Bridge to be constructed. As part of the construction of the new Highway 34 Bridge the County and NRD must approve the attached Agreement allowing the State contractor to access our easement to construct the Bridge and a temporary ring levee. The State assumes all liability and responsibility to re-construct the levee after construction is completed and remove the temporary ring levee. The NRD has approved this Agreement, and I recommend the County also approve the Agreement.

August 5, 2011



Mark Wayne, County Administrator

MW/lt

AGREEMENT FOR CO-OCCUPATION OF EASEMENT AREA

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
COUNTY OF SARPY
STATE OF NEBRASKA DEPARTMENT OF ROADS
PROJECT NO. STP-34-7(118)
CONTROL NO. 22176
NEBRASKA APPROACH MISSOURI RIVER, BELLEVUE
R613 LEVEE

THIS AGREEMENT (hereinafter referred to as "this Agreement") is entered into by and among the Papio-Missouri River Natural Resources District (hereinafter referred to as the "NRD"), Sarpy County (herein referred to as the "County"), and the State of Nebraska, Department of Roads (hereinafter referred to as the "State").

WITNESSETH,

WHEREAS, the State plans to relocate U.S. Highway 34 to a corridor generally north of the City of Plattsmouth, between the Platte River and the Big Papillion Creek in Sarpy County, the proposed highway to have two lanes in each direction and a bridge over the Missouri River. The highway project location in the vicinity of the Missouri River is shown on the diagram attached hereto as Exhibit "A," and made a part of this Agreement (hereinafter referred to as the "Relocated Highway"); and,

WHEREAS, the County has a permanent easement for a Missouri River levee, identified as the R-613 Levee (hereinafter referred to as the "Levee"), which will be crossed over by the Relocated Highway at the location shown on the diagram attached hereto as Exhibit "B" and made a part of this Agreement, and,

WHEREAS, the State has acquired title to the real property underlying the County's easement for the Levee; and,

WHEREAS, the NRD has undertaken the local sponsorship obligations of the County for the Levee, including, without limitation, the obligations to operate and maintain the Levee in the County's permanent easement area (hereinafter referred to as the "County/NRD Easement Area"), and,

WHEREAS, the construction of the Relocated Highway in accordance with the design adopted by the State will require the placement of fill material against the Levee

embankment in the County/NRD Easement Area, and the State's contractor will be required to construct the Relocated Highway on and over the Levee; and,

WHEREAS, the parties intend to herein define the rights and responsibilities of the parties related to the State's use of a portion of the Levee and the County/NRD Easement Area for construction, maintenance and operations of a portion of the Relocated Highway.

NOW THEREFORE, in consideration of the foregoing recitals, the parties hereto agree as follows:

General Terms

SECTION 1. This Agreement governs the parties' rights and responsibilities concerning the construction of the Relocated Highway across the Levee and the County/NRD Easement Area, between stations 222+44 and 224+98. The limits of the area(s) of the County/NRD Easement Area that are subject to this Agreement are also shown on Exhibit "B".

SECTION 2. The State agrees to design and reconstruct the Levee in the County/NRD Easement Area as outlined in the Modification to Flood Risk Reduction Project (FRRP) Submittal document approved by the U. S Army Corps of Engineers (hereinafter referred to as "USACE") on July 22, 2010 and the NRD on August 4, 2010. This Agreement is intended as a substitute for the permit with the NRD mentioned in the August 4, 2010 FRRP approval letter from the NRD. A temporary ring levee, shown in the diagram attached hereto as Exhibit "C" and made a part of this Agreement, will be constructed by the State and maintained at all times during the State's Levee reconstruction hereunder.

SECTION 3. The State shall design and build the portion of the Relocated Highway in the County/NRD Easement Area in accordance with applicable federal and state laws, rules, regulations and policies, and as permitted by this Agreement. The plans for the Relocated Highway shall be designed under the supervision of, and stamped and sealed by, a professional engineer licensed to practice in the State of Nebraska.

SECTION 4. The State's Construction Project Manager shall invite the County and the NRD to the project pre-construction meeting. Both parties agree that a schedule of partnering meetings between the parties will be established at the time of the pre-construction meeting.

SECTION 5.

- A. The State agrees to design and build the Relocated Highway and the temporary ring Levee, and reconstruct the Levee in the County/NRD Easement Area, all to the horizontal alignment, vertical profile, and typical cross-sections as shown in the cross-section diagram attached hereto as Exhibit "C" and made a part of this Agreement. The County and NRD will not be responsible for any costs for the work reflected in such cross-sections. A road adequate for the NRD's use, having a crushed rock surface course (5" x 10'), will be replaced by the State on the top of reconstructed Levee. All work constructed on State right-of-way will be seeded to NDOR Standard Specifications and all disturbed portions of the NRD/County Easement Area will be re-seeded to NRD standards.
- B. The County and NRD hereby agree that the State shall have the right to construct, reconstruct, operate and maintain the Relocated Highway upon, over and across the County/NRD Easement Area and the Levee Structure, as shown in the construction plans for Project Numbers STP-34-7(118) and BRF-534-1(68)-38-65[and STPD-34-7(117)]. The Levee crossing also is shown in the diagram attached hereto as Exhibit "D" and made a part of this Agreement, and on pages 1, 2, 4, and 5 of Exhibit "C". The Levee crossings will be constructed when the need arises and the river side Levee crossing will be removed when the need no longer exists.
- C. If the State's use of the Reconstructed Highway is abandoned, the Levee will be reconstructed by the State, at the State's sole expense, to the Levee configuration and specifications then being maintained by the NRD for the nearest adjacent Levee structures,

D. The County and the NRD agree that, after the Levee is re-constructed by the State, they will

1. Not make any changes to the Relocated Highway unless written permission of the State is obtained in advance.
2. Access the Levee via La Platte Road and not the Relocated Highway.
3. Not construct any improvements in the portion of the County/NRD Easement Area, occupied by the State's Reconstructed Highway, that constitute an obstruction, encroachment, obstacle or hazard to the traveling public.
4. Contact the State District 2 office if it becomes necessary to access the Levee from the Relocated Highway. In this event, the State shall provide a traffic control plan prepared in accordance with the Manual on Uniform Traffic Control Devices, the Nebraska Supplement thereto and applicable State standard traffic plans. Required traffic control devices will be installed, maintained and removed by the State. The traffic control requirements can be obtained from the State's District Office when the need arises.
5. The State has the right to reconstruct the Relocated Highway in the future without further agreement as long as the future reconstruction will not alter or affect the Levee. If the future State project will affect or alter the Levee, the parties will enter into a supplemental agreement for that project.

E. The State agrees:

1. It has sole responsibility for maintaining, preserving, constructing, reconstructing and operating the Relocated Highway.
2. The State's maintenance and construction work beyond the scope of "routine maintenance" in the County/NRD Easement Area, shall be coordinated with the NRD. The State's routine maintenance may include, but not be limited to, the following: snow removal,

mowing, erosion repair, pavement patching and repair, guardrail repair and replacement, drainage structure cleanout and repair, and bridge structure repairs. The State will advise the NRD of the scope of planned work beyond routine maintenance in order to allow the NRD to complete required coordination with USACE. Coordination with the NRD shall not prevent the State from accomplishing work required to maintain the bridge or the relocated highway.

3. The State agrees not to alter any part of the Relocated Highway that is integral with the Levee, except as agreed herein, without written concurrence of the NRD.

Right-of-Way

SECTION 6. The State agrees to be solely responsible for acquiring all the necessary underlying right-of-way required to build the Relocated Highway. The State agrees to recognize the County's easement and the NRD's interest therein, and to maintain, preserve, construct, reconstruct and operate the Levee in its current location.

Notice

SECTION 7. The NRD shall notify the State through the District Engineer if the NRD shall have knowledge of an overtopping of the Levee. The NRD agrees to notify the State through the District Engineer, of any Levee safety related issues.

Hold Harmless

SECTION 8. To the extent allowed by law, the State agrees to hold the NRD and County harmless and the parties do further agree that the NRD and County shall not be responsible or liable in any manner to any person for any claim, demand, action, cause of action of any kind or character arising out of or by reason of the execution of this Agreement or the negligent design, planning, performance, or completion of the work and improvements provided herein by the State or its agents or arising out of any contract let by the State for the performance of any of the work provided herein. The State shall indemnify, save and hold harmless the NRD, the County and all of their departments, agents and employees, from any and all claims, demands, actions, or causes of action of whatsoever nature or character arising out of or by reason of the

execution or negligent performance of the work provided for herein by the State or its agents and anyone contracting under or for the State's obligations hereunder, and further agrees to defend at its sole cost and expense, any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising out of or as a result of work performed by the State or its agent, or anyone contracting with the State for such hereunder.

Property Damage

SECTION 9.

- A. In the event the Relocated Highway or appurtenances, guardrail, lights, signs or other NDOR improvements are damaged by vandalism, vehicle crashes or other acts by an offending party, the State shall be entitled to all damages collected from the person for such damaged property.
- B. In the event the Levee or appurtenances or other NRD and/or County improvements are damaged by vandalism, vehicle crashes or other acts by an offending party, the NRD shall be entitled to all damages collected from the person for such damaged property.

Preceding Agreements

SECTION 10. Provisions of any preceding agreements, except as specifically amended herein, shall remain in force. The State warrants that nothing contained in this Agreement, nor any action taken in the State's construction, reconstruction, operation, maintenance or use of the County/NRD Easement Area and/or the Levee therein, will violate or result in any violations or breaches of any of the County's or NRD's covenants given to the United States in the local sponsorship agreement between USACE and the County or NRD for the R-613 Levee. The State, at its own and sole cost and expense, agrees to defend, indemnify and hold the County and the NRD harmless from and against any such violations or breaches, and agrees to take all such actions as may be necessary to cure the same, as USACE, the County or the NRD may demand.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the NRD this 17th day of August, 2011.

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

BY [Signature]
JOHN G. WINKLER, GENERAL MANAGER

ATTEST:

BY: [Signature]

EXECUTED by the COUNTY this 9 day of August, 2011.

THE COUNTY OF SARPY, STATE OF NEBRASKA

BY [Signature]
CHAIRPERSON, BOARD OF COUNTY COMMISSIONERS



BY: [Signature]
County Clerk Deputy

EXECUTED by the STATE this 30th day of August, 2011.

STATE OF NEBRASKA, DEPARTMENT OF ROADS

BY [Signature]
JAMES J. KNOTT, P.E.
ROADWAY DESIGN ENGINEER

ATTEST:

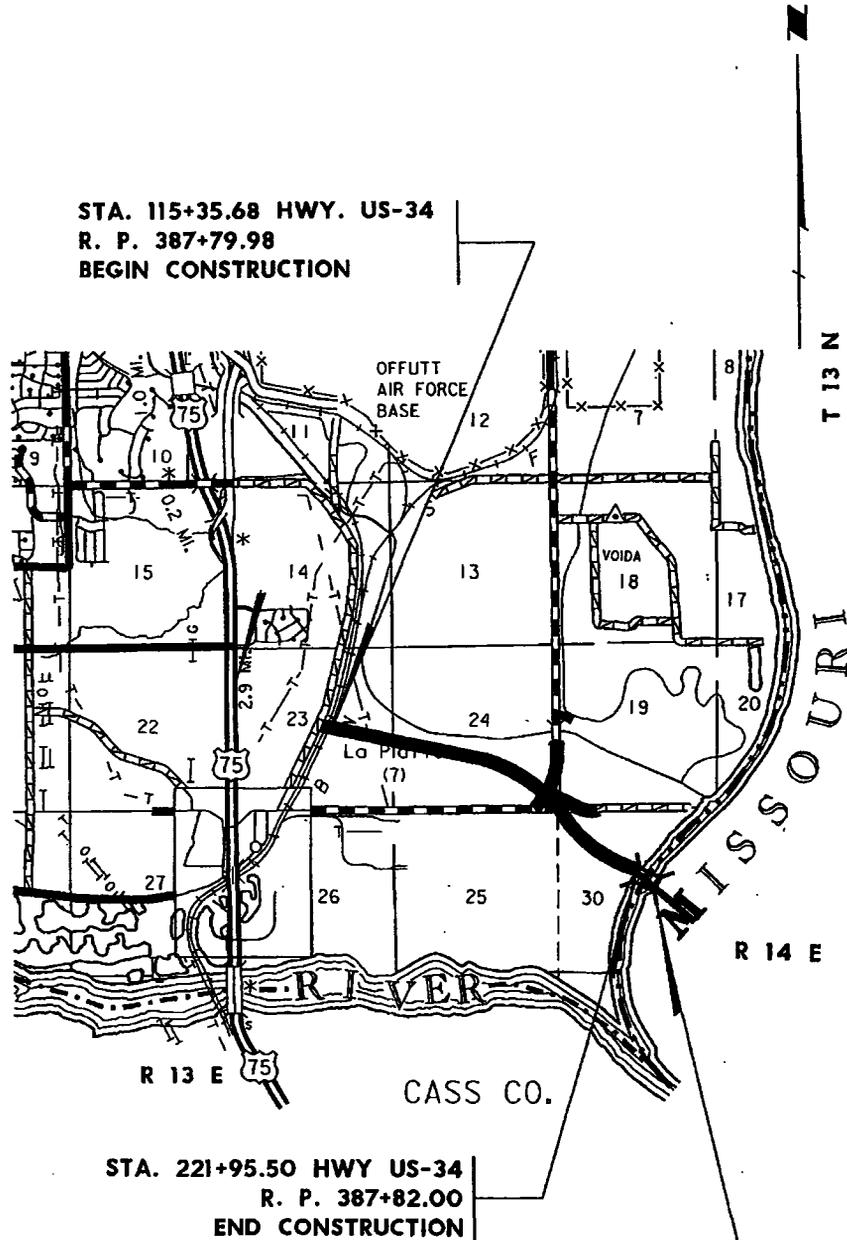
BY: _____

RECOMMENDED:

BY: _____
TIMOTHY W. WEANDER, P.E.
DISTRICT 2 ENGINEER
STATE OF NEBRASKA, DEPARTMENT OF ROADS

NEBRASKA APPROACH MISSOURI RIVER

SARPY COUNTY
NEBRASKA



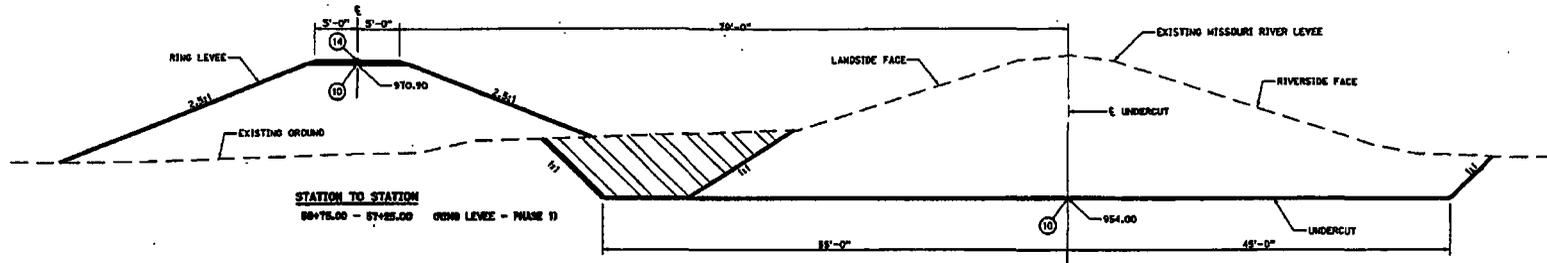
CONSTRUCTED UNDER BRP-534-1(68)--38-65 (IOWA)
 PARTIALLY FUNDED UNDER 34-7(117), C.N.22175 (NEBRASKA)

34-7(118)
 C.N. 22176

EXHIBIT "A"

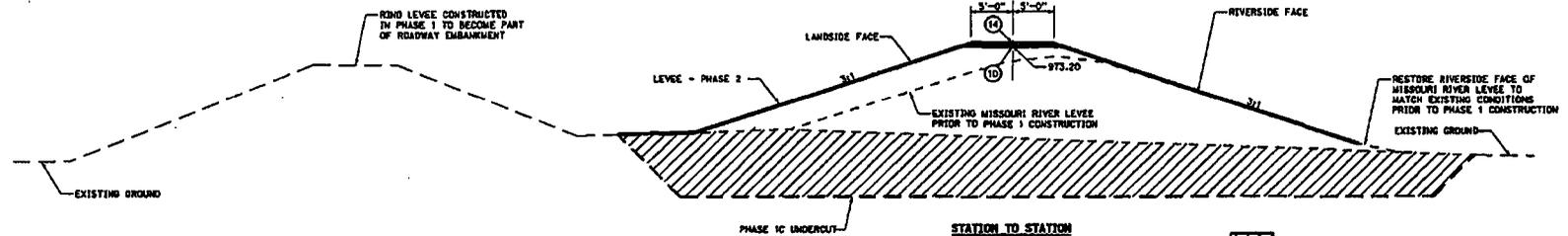
TYPICAL CROSS SECTIONS

DESIGN NO. 31-71(2)3
DATE 2/1/75

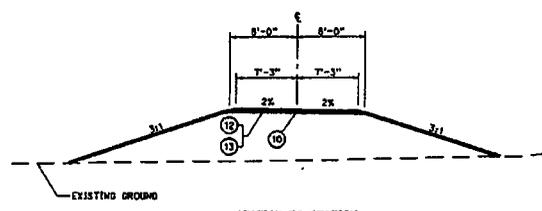


PHASE 1A UNDERCUT

STATION TO STATION
82+75.00 - 88+75.00 (ORNB LEVEL - PHASE 1)



PHASE 1C UNDERCUT



LEGEND

- ① 10" DOWELED CONCRETE PAVEMENT
- ② 10" CONCRETE PAVEMENT
- ③ 5" ASPHALTIC CONCRETE, TYPE SPA
- ④ 8" STABILIZED SUBGRADE (FLY ASH)
- ⑤ 4" FOUNDATION COURSE (REGULAR)
- ⑥ 6" SURFACING
- ⑦ SHOULDER CONSTRUCTION
- ⑧ 4" INTEGRAL LIP CURB
- ⑨ 4" CONCRETE MEDIAN SURFACING
- ⑩ PROFILE GRADE POINT
- ⑪ LONGITUDINAL JOINT
- ⑫ 1" CRUSHED ROCK SURFACE COURSE
- ⑬ 2" CRUSHED ROCK EMBEDEMANT
- ⑭ 5" CRUSHED ROCK SURFACING

NOTE: FOR DETAILS NOT SHOWN SEE STANDARD PLANS 301-29 AND 329-28

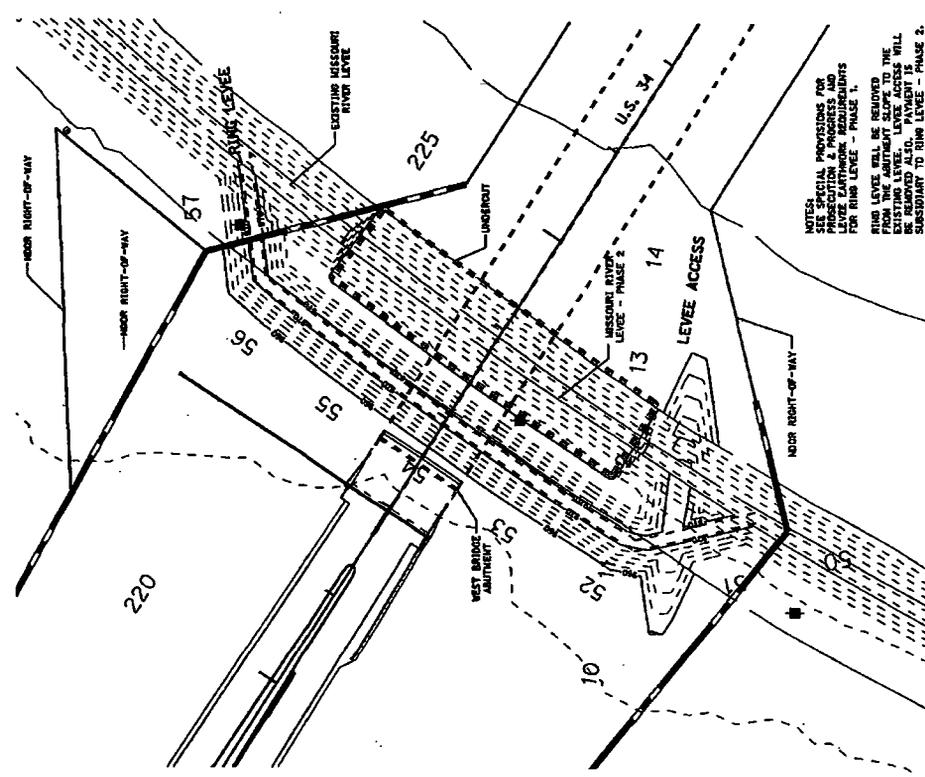
EXHIBIT "C"

PAGE 1

OTHER
 PLAN NOTES NOTES
 MEET REQUIREMENTS
 PREPARED BY
 22-100000-00
 22-100000-01

GENERAL INFORMATION

DATE	SCALE
11/10/59	1" = 100'
11/10/59	1" = 100'



NOTES:
 SPECIAL PROVISIONS FOR
 PROTECTION & PROGRESS AND
 LEVEE MAINTENANCE REQUIREMENTS
 FOR RING LEVEE - PHASE 1.
 RING LEVEE WILL BE REMOVED
 AFTER COMPLETION OF THE
 EXISTING LEVEE. LEVEE ACCESS WILL
 BE REMOVED ALSO. PAYMENT IS
 SUBSIDIARY TO RING LEVEE - PHASE 2.

RING LEVEE GRADING PLAN

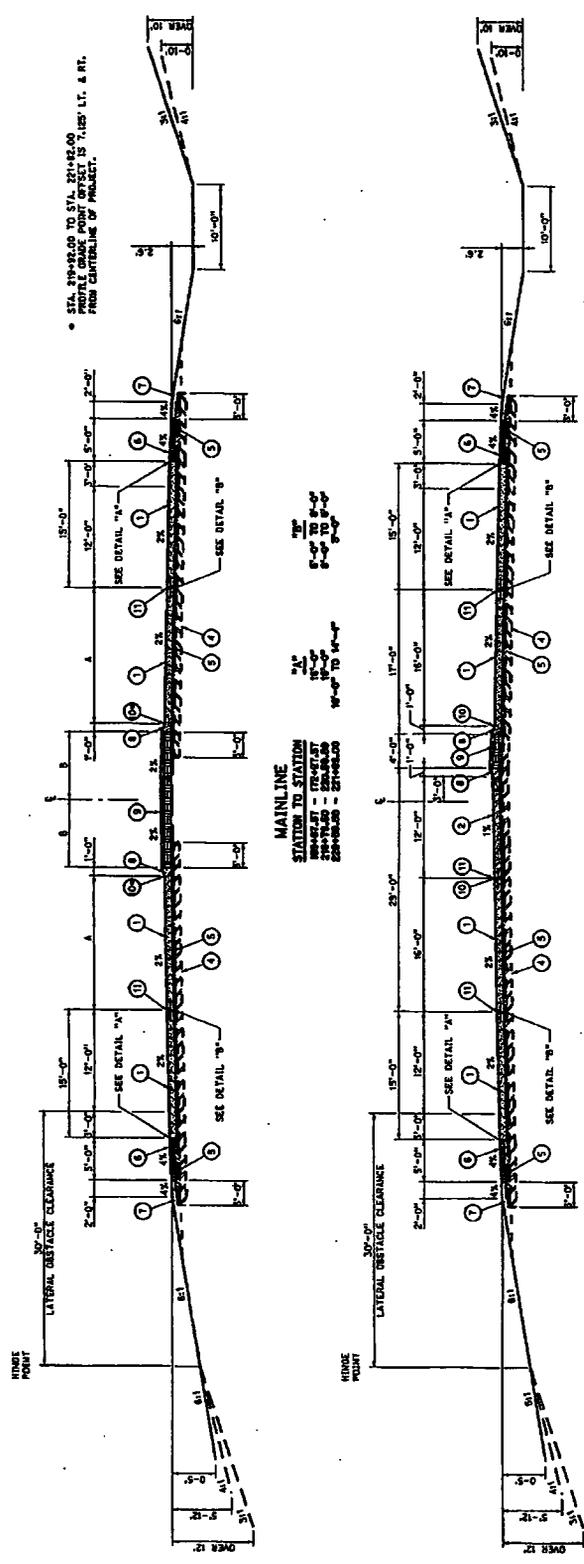
EXHIBIT "C"

PAGE 2

Prepared by: District Engineer

271500012/09
 11/10/59-1

TYPICAL CROSS SECTIONS



- LEGEND**
- ① 10" DOWELED CONCRETE PAVEMENT
 - ② 4" CONCRETE PAVEMENT
 - ③ 9" ASPHALTIC CONCRETE, TYPE SPA
 - ④ STABILIZED SUBGRADE
 - ⑤ 4" FOUNDATION COURSE (REGULAR)
 - ⑥ SURFACING
 - ⑦ SHOULDER CONSTRUCTION
 - ⑧ 4" INTEGRAL LIP CURB
 - ⑨ 4" CONCRETE MEDIUM SURFACING
 - ⑩ PROFILE GRADE POINT
 - ⑪ LONGITUDINAL JOINT
 - ⑫ 1" CRUSHED ROCK CIP
 - ⑬ 2" CRUSHED ROCK CEMENT

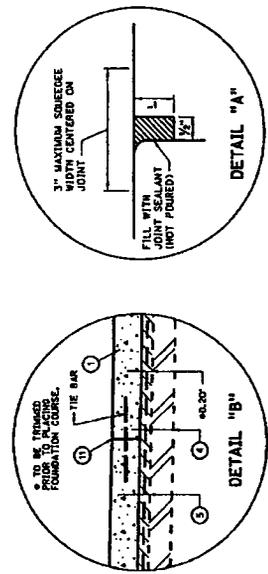


EXHIBIT "C"

NOTE: FOR DETAILS NOT SHOWN, SEE STANDARD PLANS 301-89 AND 329-87

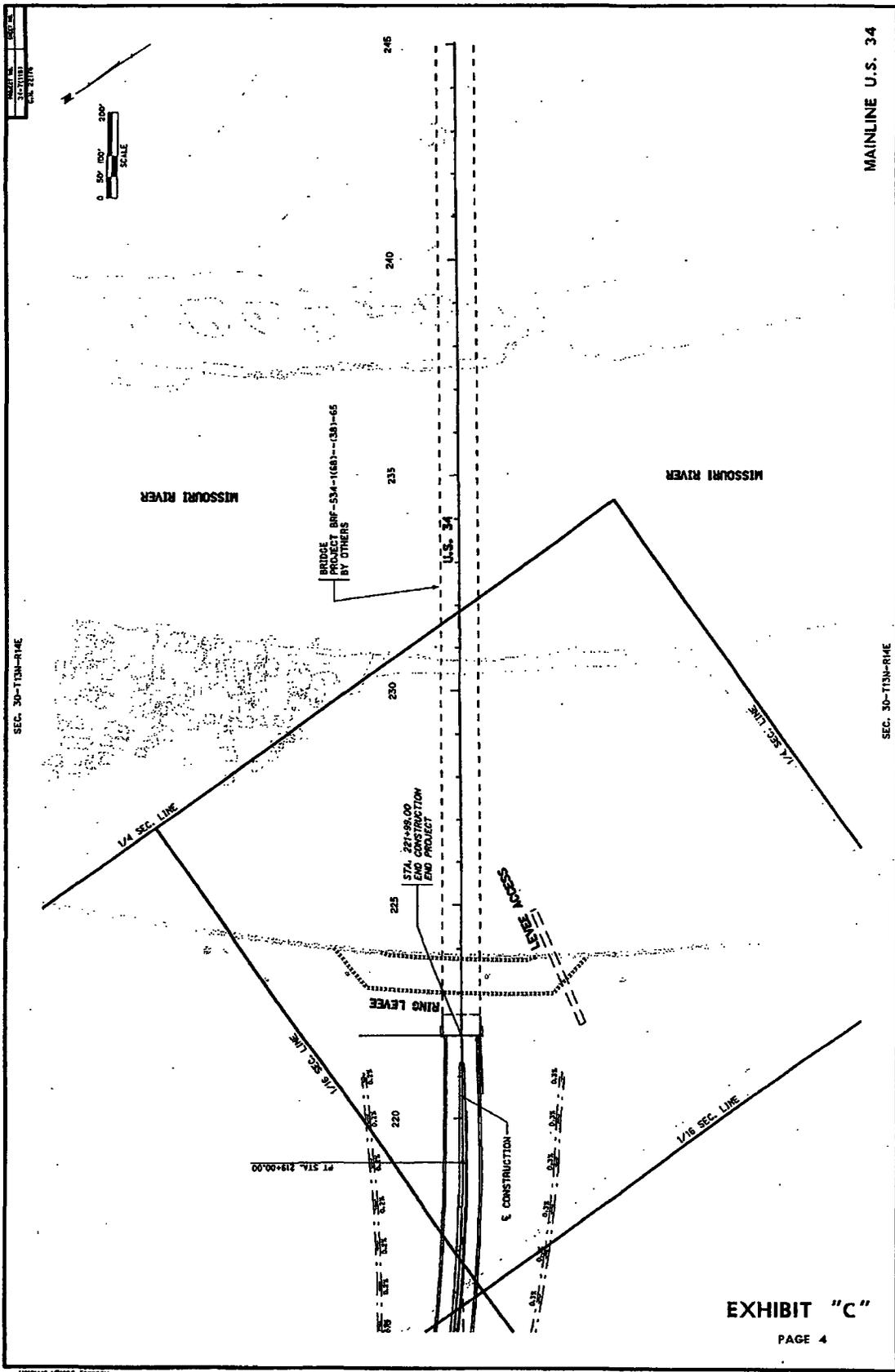
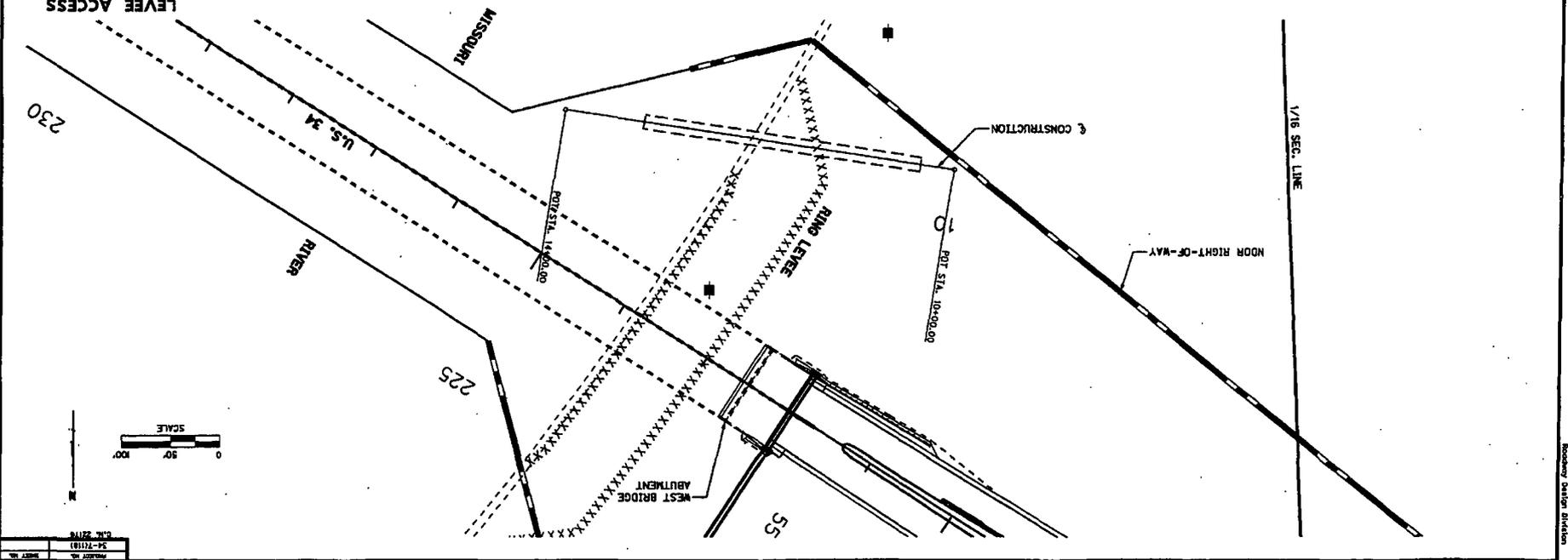
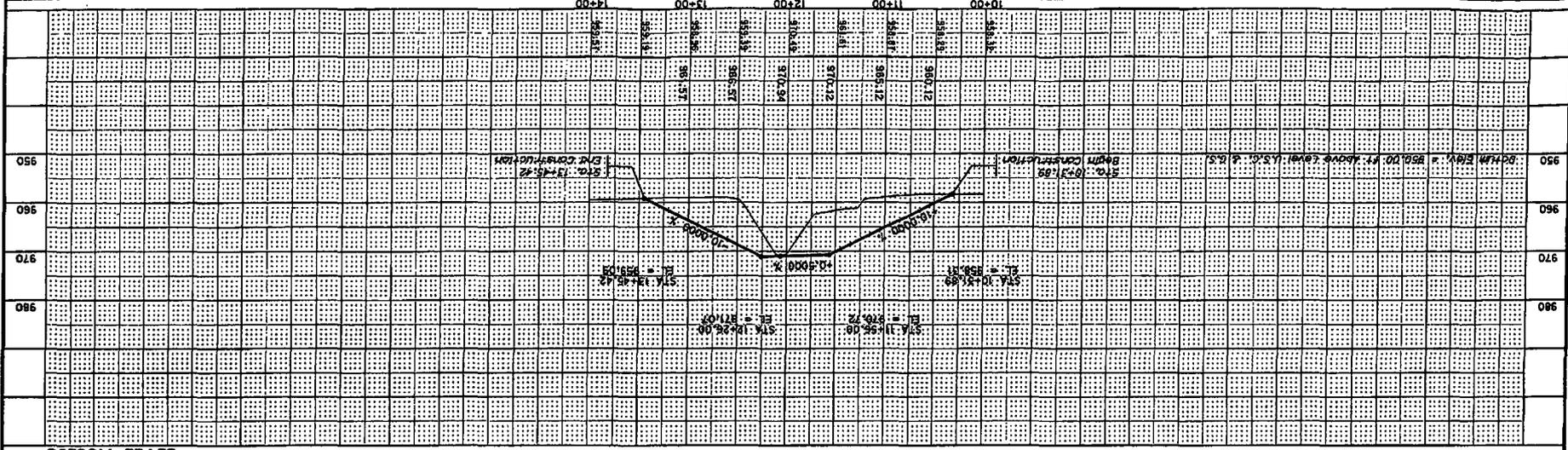


EXHIBIT "C"
PAGE 4

221762000-000
 04071 02/28/2004
 Prof. David H. HAYES
 ENGINEER
 221762000-000
 04071 02/28/2004
 Prof. David H. HAYES
 ENGINEER
 221762000-000
 04071 02/28/2004
 Prof. David H. HAYES
 ENGINEER



SHEET NO. 54-7(11)
 DATE 2/19/54
 PROJECT NO. 54-7(11)

EXHIBIT "D"

Recovering Outfall Station

227100-1-400
 100-7
 200

Deb Houghtaling

Fred Uhe
Chief Deputy

Sarpy County Clerk

Renee Lansman
Assistant Chief Deputy

1210 Golden Gate Drive • Papillion, Nebraska 68046-2895
Phone: 402-593-2105 • Fax: 402-593-4471 • Website www.Sarpy.com • Email: Clerk@sarpy.com

August 11, 2011

Martin P. Cleveland, PE, Construction Engineer
Papio-MRNRD
8901 S. 154th Street
Omaha, NE 68138

RE: Interlocal Agreement for US Highway 34 Easement, Missouri River Levee

Action by the Sarpy County Board of Commissioners, at the meeting of August 9, 2011,
is as follows:

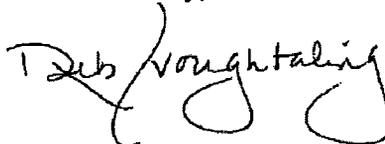
Resolution 2011-268: Authorize Chairman to sign agreement with the State of Nebraska and the Papio-Missouri River Natural Resources District regarding the U.S. Highway 34 easement over the Missouri River levee. Mark Wayne, County Administrator

MOTION: Thompson resolved, seconded by Hike, to approve the resolution for the Co-occupation of Easement Area Agreement for improvements and maintenance of the levy in connection with U.S. Highway 34 and Project No. STP-34-7(118), State Control No. 22176. Ayes: Hike, Thompson, Richards, Nekuda & Warren. Nays: None.

Enclosed are three originals which have been signed by the Chairman. The agreements are now ready for the approval signatures; we request that upon execution an **original agreement** be provided for Sarpy County records.

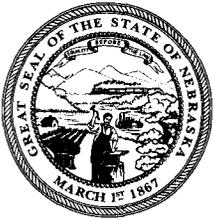
Mail to: Sarpy County Clerk
Attn: Chris Vance
1210 Golden Gate Dr.
Papillion NE 68046-2895

Sincerely,



Deb Houghtaling
Sarpy County Clerk

Enclosures (3)
DJ/cv



Dave Heineman
Governor

STATE OF NEBRASKA

DEPARTMENT OF ROADS

Monty W. Fredrickson, P.E., Director - State Engineer
1500 Highway 2 • PO Box 94759 • Lincoln NE 68509-4759
Phone (402)471-4567 • FAX (402)479-4325 • www.transportation.nebraska.gov

September 27, 2011

Ms. Debra J. Houghtaling
County Clerk
1210 Golden Gate Dr
Ste 1118
Papillion NE 68046-2895

Re: Project No. STP-34-7(118)
Control No. 22176
Agreement No. XL1138

Dear Ms. Houghtaling:

Enclosed for your files is one original of a fully executed agreement between the County of Sarpy, the Papio-Missouri River Natural Resources District and this department pertaining to a proposed improvement with the co-occupation of R-613 Levee easement area on US Hwy 34 under project STP-34-7(118).

Sincerely,

A handwritten signature in black ink that reads "Jerry Adams".

Jerry Adams
Hwy. Agreements Tech.
Planning and Project Development Division

JA/PDV13-NH

Enclosure

xc: T. W. Weander, District 2 Engineer
J. Knott
D. Turek
File