

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING AGREEMENT FOR USE OF PAPIO-MISSOURI RIVER
NATURAL RESOURCES DISTRICT PROPERTY FOR TRAINING EXERCISES

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,

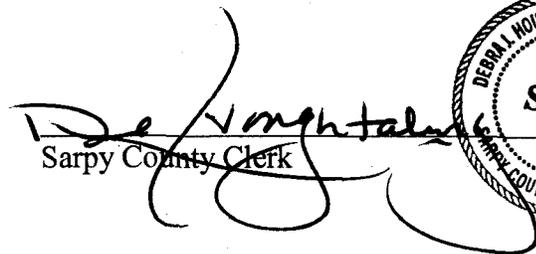
WHEREAS, the Sarpy County Sheriff seeks to conduct various training exercises on property owned by the Papio-Missouri River Natural Resources District, and an agreement has been proposed for that purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the agreement with the Papio-Missouri River Natural Resources District, entitled "Permit For Occupation of Levee Right-Of-Way", a copy of which is hereby approved and the Chair and Clerk are hereby authorized to execute said agreement on behalf of Sarpy County, Nebraska.

The above and foregoing Resolution was duly approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on this 31st day of January, 2012.



Chairman, Sarpy County Board



Sarpy County Clerk



PERMIT FOR OCCUPATION OF

LEVEE RIGHT-OF-WAY

This agreement is entered between: the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**, a governmental subdivision of the State of Nebraska, with offices at 8901 South 154th Street, Omaha, Nebraska, hereinafter called "the District" and the **COUNTY OF SARPY, NEBRASKA**, on behalf of the **SARPY COUNTY SHERIFF**, hereinafter called "the Permittee," witnesseth that,

WHEREAS, the Permittee desires to use District ROW for Sheriff staff training exercises (hereafter called "the Activity") in the District's Holub's Place (ROW) in NE ¼ of Section 26, T13N, R14E, Sarpy County, Nebraska.

WHEREAS, the District is agreeable to permit the Activity in the aforesaid right-of-way in accordance with the terms and conditions hereinafter set forth.

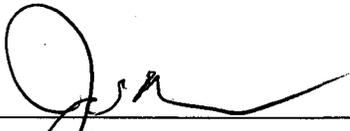
NOW, THEREFORE, in consideration of their mutual covenants herein expressed, it is agreed between the District and the Permittee that approval to conduct the Activity, in accordance with the plans and specifications for a Sarpy County Sheriff training exercises and as described in a **Sarpy County Sheriff Office letter of December 6, 2011**, herein by reference, as shown on Exhibit "A", is hereby granted to the Permittee subject to the following conditions:

1. Levee, road and property facilities and appurtenances thereof damaged as a result of the Permittee's use of the property are properly and immediately restored to their "as built" condition. This shall include but not be limited to the following:
 - (a) All seeded areas which are disturbed shall be re-seeded and an acceptable cover established,
 - (b) All materials, pipe, debris and other material shall be removed from the site following use of the property,
 - (c) All road areas that are damaged will be resurfaced with new six inch (6") thick by ten foot (10') wide crushed limestone (1-1/2 inch crusher run) surfacing, unless District waives this requirement at the project final inspection.
 - (d) All trail surfaces damaged by equipment/vehicle crossing will be replaced by new six inch (6") thick by ten foot (10') wide concrete surfacing, unless the District waives this requirement at the project final inspection.
2. The Permittee agrees to pay for all damages occasioned to the property arising out of the use of the Levee system by the Permittee and/or its agents. In the event of any damage to the property, the District shall notify the Permittee, who shall promptly cause such damage to be properly repaired to the satisfaction of the District. In the event that such damaged portions of the property are not promptly or properly repaired by the Permittee, the District shall make the repairs and, following demand, shall have an action against the Permittee for the actual cost of such repairs, and for a reasonable fee for associated administration costs and for attorney fees.
3. The Permittee agrees to hold the District harmless from and against any and all liability, causes of action and claims occasioned by the use of said property by the Permittee, including liability for any injury to any personnel employed by the Permittee, and personnel employed by contractors or subcontractors of the Permittee, or personnel of the District, except for the negligence of the District, its agents and employees.
4. The Permittee agrees to reimburse the District for any costs associated with inspection of the activity permitted under this agreement, which costs should be itemized and forwarded by the District within ninety days after their accrual.
5. The Permittee shall maintain the property in a manner which will not interfere with the continued operation and maintenance of the adjacent levee and drainage ditch. The level of flood protection afforded by the levee system must be maintained at all times.

- 6. Permittee assumes the entire risk of loss or damage to its activities, from all causes whatsoever, including flood or other natural disaster or act of God, and excluding only the sole negligence of the District or its officers and employees.
- 7. It is understood that this agreement does not include a warranty by the District of its title to the right-of-way or to the interest herein conveyed. It shall be the responsibility of the Permittee to secure such other approvals as shall be necessary for its activities.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the respective dates shown:

THE PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

By 
 John Winkler, General Manager

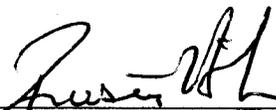
Dated 2-4-12

By 
 Marlin J. Petermann, Assistant General Manager

Dated 2-6-12

COUNTY OF SARPY, NEBRASKA

Permittee Name

By 

Dated 1/31/12

ATTEST:



By 

Dated 1/31/12



**OFFICE OF THE SHERIFF
COUNTY OF SARPY**



JEFFREY L. DAVIS
Sarpy County Sheriff

8335 Platteview Road
Papillion, Nebraska 68046-2800
Telephone (402) 593-2288 Fax (402) 593-4323

12/6/2011

TO: Papio-Missouri Natural Resource District
attn.: John Winkler
8901 So. 154th Street
Omaha, NE 68138-3621

SUBJECT: Training Request

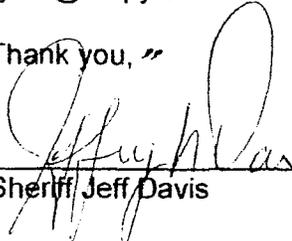
FROM: Jeff Davis, Sarpy County Sheriff
Sarpy County Sheriff's Office
8335 Platteview Rd.
Papillion, NE 68046

Mr. Winkler,

I am requesting permission to utilize the area known as Holub's Place, located on Missouri River Road, adjacent to the Missouri River, for training purposes. The Sarpy County Sheriff's Office would potentially be conducting training for the Search and Rescue Unit, Off-Road vehicle training and the Emergency Service Unit. The Sheriff's Office would ensure the Papio-Missouri NRD is notified of any pending training dates prior to the intended use of the area.

If you have any specific questions regarding this request, please contact Capt. Rolly Yost at 402-593-4356 or ryost@sarpy.com.

Thank you, "



Sheriff Jeff Davis

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

February 1, 2012

John Winkler, General Manager
Papio- Missouri River NRD
8901 S. 154th Street
Omaha NE 68138-3621

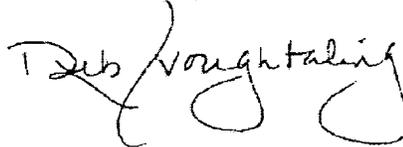
RE: Permit for Occupation of Levee Right-of-Way

Action by the Sarpy County Board of Commissioners, at the meeting of January 31, 2012.

Enclosed are four originals which have been signed by the Chairman. The agreements are now ready for the approval signatures; we request that upon execution two **original agreements** 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 (4)
DJ/sm