

BOARD OF COUNTY COMMISSIONERS**SARPY COUNTY, NEBRASKA****RESOLUTION AUTHORIZING CHAIRMAN TO SIGN THE FIRST AMENDMENT TO
THE INTERLOCAL COOPERATION AGREEMENT FOR IMPROVEMENTS OF
WASHINGTON STREET (84TH ST.) IN PAPIILLION AND SARPY COUNTY,
NEBRASKA, AGREEING TO DONATE A PARCEL OF REAL ESTATE,
LEGALLY DESCRIBED AS LOT 4A2, HUNTINGTON PARK, TO THE CITY OF
PAPIILLION FOR THE 84TH STREET IMPROVEMENT PROJECT**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2012), 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 2012), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, on May 13, 2008, the County Board approved the Interlocal Cooperation Agreement For Improvements of Washington Street (84th St.) in Papillion and Sarpy County, Nebraska (“Interlocal Cooperation Agreement”) (attached as Exhibit A) entered into with the City of Papillion for the design of improvements to 84th Street and the costs of said improvements (“84th Street project”), in compliance with and pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat §13-801 to 827 (Reissue 1997); and

WHEREAS, Section II of the Interlocal Cooperation Agreement provides that the parties thereto may amend such Agreement for purposes of financing its obligations and to agree to the acquisition of any interest in property to be acquired from a Party and the manner of acquisition of such interest and the allocation of the costs of such acquisition among the Parties, and that any request for such amendment shall not be unreasonably refused; and

WHEREAS, a parcel of real estate, approximately 0.06 acres more or less, which is owned by Sarpy County and legally described as Lot 4A2, Huntington Park, as surveyed platted and recorded in Sarpy County, Nebraska is located within the 84th Street project construction right-of-way which must be acquired by the City of Papillion for the completion of such project; and

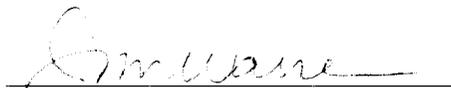
WHEREAS, the County finds it is in the best interests of the citizens of Sarpy County and the traveling public to donate such parcel to the City of Papillion for completion of the 84th Street improvement project by executing the First Amendment to the Interlocal Cooperation Agreement, attached hereto as Exhibit "B" and incorporated by reference, with the City of Papillion for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT, pursuant to the statutory authority set forth above, the Chairman of his Board, together with the County Clerk, be and hereby are authorized to adopt and execute on behalf of this Board the First Amendment to the Interlocal Cooperation Agreement with the City of Papillion, made pursuant to the Interlocal Cooperation Act, §13-801 to 827 (Reissue 1997), and to execute all written documents of conveyance, attached hereto as Exhibit "C" necessary to accomplish the donation and conveyance of such parcel of real estate, which is legally described as follows:

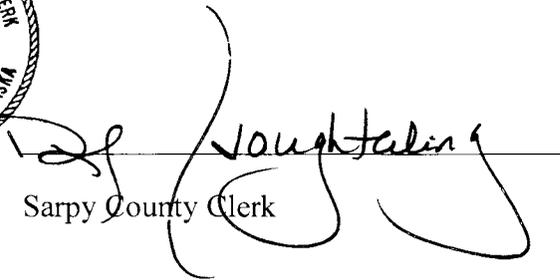
Lot 4A2, Huntington Park, a subdivision located in section 35 of township 14 north, range 12 east of the 6th P.M., City of Papillion, Sarpy County, Nebraska,

said acquisition containing 2575 square feet or 0.06 acres more or less, to the City of Papillion for the 84th Street improvement project.

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 16th day of July 2013.



Chairman, Sarpy County Board



Sarpy County Clerk

COUNTER B C.E. JB
VERIFY pa D.E. JB
PROOF P
FEES \$ 154.00
CHECK# _____
CHG col CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

FILED SARPY COUNTY NEBRASKA
INSTRUMENT NUMBER NEBRASKA DOCUMENTARY
STAMP TAX

2013-25336

08/07/2013 4:05:23 PM

\$ EX2

Lloyd J. Dowding

By: lal

REGISTER OF DEEDS



DEED



**THIS PAGE ADDED
FOR RECORDING
INFORMATION.**

**DOCUMENT STARTS ON
NEXT PAGE.**

LLOYD J. DOWDING

SARPY COUNTY REGISTER OF DEEDS

Steven J. Stastny, Deputy

1210 GOLDEN GATE DRIVE, STE 1109

PAPILLION, NE 68046-2895

402-593-5773

*RJR
City of Papillion*

BOARD OF COUNTY COMMISSIONERS

SARPY COUNTY, NEBRASKA

**RESOLUTION AUTHORIZING CHAIRMAN TO SIGN THE FIRST AMENDMENT TO
THE INTERLOCAL COOPERATION AGREEMENT FOR IMPROVEMENTS OF
WASHINGTON STREET (84TH ST.) IN PAPIILLION AND SARPY COUNTY,
NEBRASKA, AGREEING TO DONATE A PARCEL OF REAL ESTATE,
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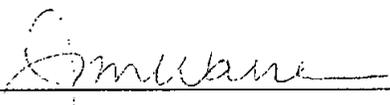
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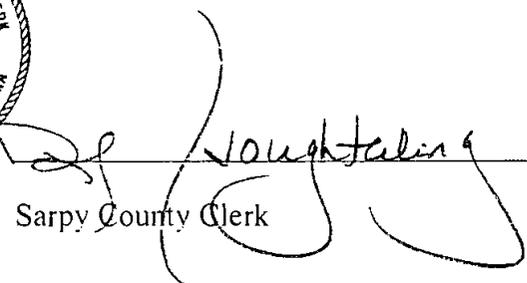
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The above and foregoing Resolution was duly approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on this 16th day of July 2013.



Chairman, Sarpy County Board





Sarpy County Clerk

C

INTERLOCAL COOPERATION AGREEMENT FOR IMPROVEMENTS OF WASHINGTON STREET (84TH ST.) IN PAPIILLION AND SARPY COUNTY, NEBRASKA

THIS AGREEMENT is by and between the City of Papillion, Nebraska, hereinafter " City," and the County of Sarpy, of the State of Nebraska, hereinafter " County."

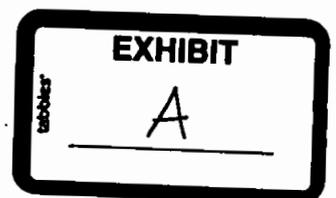
WHEREAS, the parties hereto are political subdivisions, duly authorized and existing under the laws of the State of Nebraska; and,

WHEREAS, the Parties hereto are desirous of entering an agreement for the improvement of a portion of Washington Street (84th St.) from HWY 370 to a 1/2 mile south of Schram Road in Papillion and Sarpy County, Nebraska in Sarpy County, Nebraska, (hereinafter the " Project"), in order to promote public health, safety and welfare: and,

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, *et seq.* (Reissue 1997), the Parties wish to permit their local government units to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES, PURSUANT TO NEB. REV. STAT. §13-807 (REISSUE 1997), AS FOLLOWS:

- I. This contract shall expire upon the performance of all the obligations of the parties as described herein, as well as the completion of the installation of the Project. No separate legal or administrative entity will be created hereunder. Existing agents of the respective Parties will complete the terms of this contract.
- II. The purpose of this Contract is to share the cost of the Project. The Project will be financed as may be provided for by law for each of the respective Parties. This agreement may be amended as may be required for the purposes of aiding a party hereto in financing its obligations under this agreement. If such amendment requires the acquisition of any interest in property, the Parties shall agree as to the interest to be acquired, the identity of the party holding such interest, the manner of acquisition of such interest and the allocation of the costs of such acquisition among the Parties. No Party shall be required to sell to sell



lease, transfer, mortgage, or otherwise convey an interest in property held by such Party in connection with the Project, however, any request for such amendment shall not be unreasonably refused.

- III. In the event that funding from the State of Nebraska or the Federal Government of the United States is unavailable or unavailable on a timely basis for the purposes of this agreement, each party shall be responsible for their respective proportionate share of the project cost, to be paid on a timely basis, as further described in this agreement.
- IV. Termination of this contract shall properly occur on the completion of the Project.
- V. Pursuant to Neb. Rev. Stat. § 13-804(4)(a) (Reissue 1997), the Parties hereto agree that a Project Engineer/Manager shall be designated for this project. "Project Engineer/Manager" shall mean that individual who shall interpret and construe the contract documents, including but not limited to the plans, state standards, specifications, and designs, and addenda to those documents (if any) reconciling any apparent or alleged conflicts or inconsistencies therein. All of the work ordered, made or done pursuant to this Project, and all details thereof shall be subject to the approval of the Project Engineer/Manager. Project Engineer/Manager shall be the final arbiter and shall determine whether any and all performance of work, workmanship, quality of material, and/or acceptability of work, whether in progress or as the completed project, is in accordance with this Contract. The decisions of the Project Engineer/Manager on all questions shall be final, conclusive and binding. Marty Leming, Director of Public Works for the City of Papillion is hereby designated as the Project Engineer/Manager.
- VI. Pursuant to Neb. Rev. Stat. § 13-804(4)(b) (Reissue 1997), the Parties hereto agree that City shall serve as lead agent for this Project. Except as otherwise provided, City shall: have the necessary plans for Project prepared; prepare bid specifications for any necessary subcontracts as necessary; inspect the work performed under those subcontracts; accept the finished work if and when appropriate; and bill the remaining parties for all costs for Project on a regular basis as costs accrue. City shall, in its sole discretion, be responsible for acquiring, holding and disposing of all real and personal property used in and during this undertaking.
- VII. City shall insure that all contractors performing work for this Project shall furnish

a Performance Bond to the Parties hereto as protection of said Parties' interests herein. Said Performance Bond shall be in such form, amounts, and conditions as may be satisfactory to City and shall remain in full force and effect until acceptance of the construction, improvement and work by City. Said Performance Bond shall further provide for the prompt, good, faithful, sufficient, and complete performance of the contract, construction, improvement and work, all according to plans and specifications. Said good and faithful performance by contractor shall include but not be limited to compliance by contractor with all applicable laws, including but not limited to payment for all materials, labor equipment and rentals, and for payment of unemployment insurance premiums to the Department of Labor of the State of Nebraska as such payments may be required by State law.

VIII. All contracts or agreements with any other Parties occasioned by this Contract (hereinafter " Ancillary Agreements) shall be made by City pursuant to Paragraph VIII of this Agreement. City shall require that any Parties to such Ancillary Agreements shall comply with all Federal and State laws, ordinances, and/or other rules or regulations which may apply to the Project. Such Ancillary Agreements shall also require full and faithful performance of all construction, improvement and work, all according the plans and specifications for this Project. City shall, in those, Ancillary Agreements, provide for partial payments to contractor(s) only upon completion and certification of that work by the Project Manager or certification is accepted by City's engineers. Final payments for construction, improvement and work shall only be made upon completion and certification of the Project by City's engineers. City agrees, promises, and warrants that it will require all contractors to agree, stipulate, promise, and warrant that all work, material and equipment furnished, labor employed, workmanship, material, and supplies necessary for the completion of the Project shall be completely installed and delivered to City free and clear of any liens, encumbrances, claims and demands of any type or kind, including but not limited to patent infringements, demands, expenses, or any other liabilities of whatever type or kind.

IX. The work on the Project shall commence as soon as practical.

X. A map is attached as exhibit " A" showing this area in question. Federal

Funding Assistance has been awarded for this Project by MAPA and the Nebraska Department of Roads which has assigned the following project number to this Project; MAPA-5023(14), Control No. 22290. Each Party shall be responsible for one-half of the costs of the Project. This Project is being funded 80% by federal funds. The remaining 20% being cost shared by the City and County at 50% each. A preliminary cost exhibit is attached as exhibit " B" showing estimated cost for this Project.

- XI. Any payment due from Sarpy County shall immediately due and payable upon presentation of the invoice for Project by City. Sarpy County shall pay such invoice in full within thirty (30) days of receipt thereof. Said payment shall be delinquent ten (10) days after due date. Interest at the rate of six per cent per annum (6%) shall apply to all payments made after the due date. City shall make available, at reasonable times and places, all records relating to the Project which show invoices received by City for this Project, and proof of payment of those invoices.
- XII. Pursuant to Neb. Rev. Stat. §13-804(5) (Reissue 1991), the Parties hereto acknowledge, stipulate, and agree that this Contract shall not relieve any public agency of any obligation or responsibility imposed upon it by law.
- XIII. Pursuant to Neb. Rev. Stat. §23-3113 (Reissue 1991), the Parties hereto declare and affirm that no officer, member, or employee, and no member of their governing bodies, and no other public official of Parties who exercises any functions or responsibilities in the review or approval of the undertaking described in this Contract, or the performing of either Parties' obligations pursuant to this Contract, shall participate in any decision relating to this Contract which affects his or her personal interest, or partnership, or association in which he or she is directly or indirectly interested; nor shall any employee, nor any member of their governing bodies, have any interest, direct or indirect, in this Contract or the proceeds thereof.
- XIV. It is understood and agreed by the Parties hereto that any part, term, condition or provision of this Contract is held to be illegal or in conflict with any law of this State or of the United States, the validity of the remaining parts, terms conditions, or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the

IN WITNESS WHEREOF, we, the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals duplicate this 15th day of September 2009

CITY OF PAPIILLION, Nebraska
A Municipal Corporation

SARPY COUNTY, Nebraska
A Body Politic and Corporate

By [Signature]
Mayor David P. Black

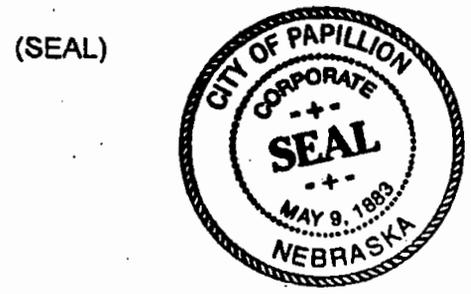
By [Signature] 5/13/08
Chairman, Sarpy County Board

Approved as to form and content:
[Signature]
City Attorney

Approved as to form and content:
[Signature]
County Attorney

ATTEST:
[Signature]
City Clerk

[Signature]
County Clerk



(SEAL)

I

SCHEMMER

ARCHITECTS | ENGINEERS | PLANNERS

Project: Washington Street
Alternate 2

Summary of Total Costs

Job No.: 5553.001

ENGINEER'S OPINION OF PROBABLE COSTS

COMPUTED BY: RJW DATE: 2/18/2009 SHEET: OF:

CHECKED BY: DATE: SUBJECT: Ponderosa to Cedardale

DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
Estimated Construction w/ 10% cont.				\$5,123,983.50
Right of Way				\$721,500.00
Engineering - Design (13%)				\$650,000.00
Engineering - Construction (14%)				\$715,000.00
TOTAL COST				\$7,210,483.50
Federal Funding (80%)				\$5,768,386.80
City Funding (10%)				\$721,048.35
County Funding (10%)				\$721,048.35

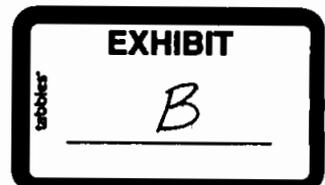
**FIRST AMENDMENT
TO
INTERLOCAL COOPERATION AGREEMENT FOR
IMPROVEMENTS OF WASHINGTON STREET (84TH ST.)
IN PAPIILLION AND SARPY COUNTY, NEBRASKA**

This First Amendment to Interlocal Cooperation Agreement for Improvements of Washington Street (84th St.) in Papillion and Sarpy County, Nebraska, made this 10th day of August, 2013, by and between the City of Papillion, Nebraska, a municipal corporation (“City”) and the County of Sarpy, of the State of Nebraska (“County”) amends and modifies the Interlocal Cooperation Agreement for Improvements of Washington Street (84th St.) in Papillion and Sarpy County, Nebraska, adopted by City Resolution No. R09-0111 on September 15, 2009 and by County Resolution 2008-113 on May 13, 2008, and entered into by the parties on September 15, 2009 (the “Agreement”) in compliance with and pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat §13-801 to 827 (Reissue 1997).

WHEREAS, Section II of the Agreement provides that the Parties thereto may amend such Agreement for purposes of financing its obligations and to agree to the acquisition of any interest in property to be acquired from a Party and the manner of acquisition of such interest and the allocation of the costs of such acquisition among the Parties, and that any request for such amendment shall not be unreasonably refused; and

WHEREAS, the City, as the designated Local Public Agency (LPA) for the Washington Street (84th St.) street improvement project is in the process of acquiring the necessary right-of-way property and temporary and/or permanent easements to construct, relocate and maintain the improvements to such public street; and

WHEREAS, the City proposes to amend the Agreement, pursuant to Section II of such Agreement, to provide for the County’s donation of a parcel of real estate to the City, such parcel being approximately 0.06 acres more or less and legally described as Lot 4A2, Huntington Park, as surveyed platted and recorded in Sarpy County, Nebraska, and depicted on Exhibit “A” (referenced as Tract No. 16, as part of the Washington Street Pavement Replacement Project, Capehart Rd to Cedardale Rd), attached hereto and incorporated by reference, for the reason that



J

such parcel of real estate is located within the necessary right-of-way for construction of the 84th Street improvements; and

WHEREAS, the City and County agree that the County's donation of such parcel of real estate to the City for the 84th Street improvement project is in the best interests of the citizens of Sarpy County and the traveling public; and

WHEREAS, the City and County support this First Amendment to the Agreement to provide for the County's donation of such parcel of real estate to the City for construction of the 84th Street improvements.

NOW, THEREFORE, in consideration of the above, it is agreed between the Parties hereto:

- 1. Amendment. Section II of the Agreement shall be amended to include Subsection A., which shall read as follows:
 - A. As partial consideration of its obligation to share the cost of the Project, the County agrees to donate to the City the parcel of real estate, which is legally described as follows:

Lot 4A2, Huntington Park, a subdivision located in section 35 of township 14 north, range 12 east of the 6th P.M., City of Papillion, Sarpy County, Nebraska,

said acquisition containing 2575 square feet or 0.06 acres more or less, to the City of Papillion for the 84th Street improvement project (attached hereto as Exhibit A).
- 2. No Other Amendment. Except as specifically set forth herein, the Agreement shall remain in full force and effect.
- 3. Binding Effect. This First Amendment to the Agreement shall be binding upon the parties, their respective successors and assigns.

IN WITNESS WHEREOF, we, the contracting Parties, by our respective and duly authorized agents, hereto affix our signatures and seals duplicate this 6 day of August, 2013.

CITY OF PAPILLION, Nebraska
A Municipal Corporation

SARPY COUNTY, Nebraska
A Body Politic and Corporate

By: [Signature]
David P. Black, Mayor

By: [Signature] 7-16-13
Chairman, Sarpy County Board

ATTEST:

[Signature]
Elizabeth Butler, City Clerk



[Signature]
County Clerk

(SEAL)

(SEAL)



Approved as to form and content:

Approved as to form and content:

[Signature]
Karla R. Ruppier, City Attorney

[Signature]
Michael Smith, Deputy County Attorney

L

**FIRST AMENDMENT
TO
INTERLOCAL COOPERATION AGREEMENT FOR
IMPROVEMENTS OF WASHINGTON STREET (84TH ST.)
IN PAPILLION AND SARPY COUNTY, NEBRASKA**

TABLE OF CONTENTS

INTRODUCTION STATEMENT

RECITALS

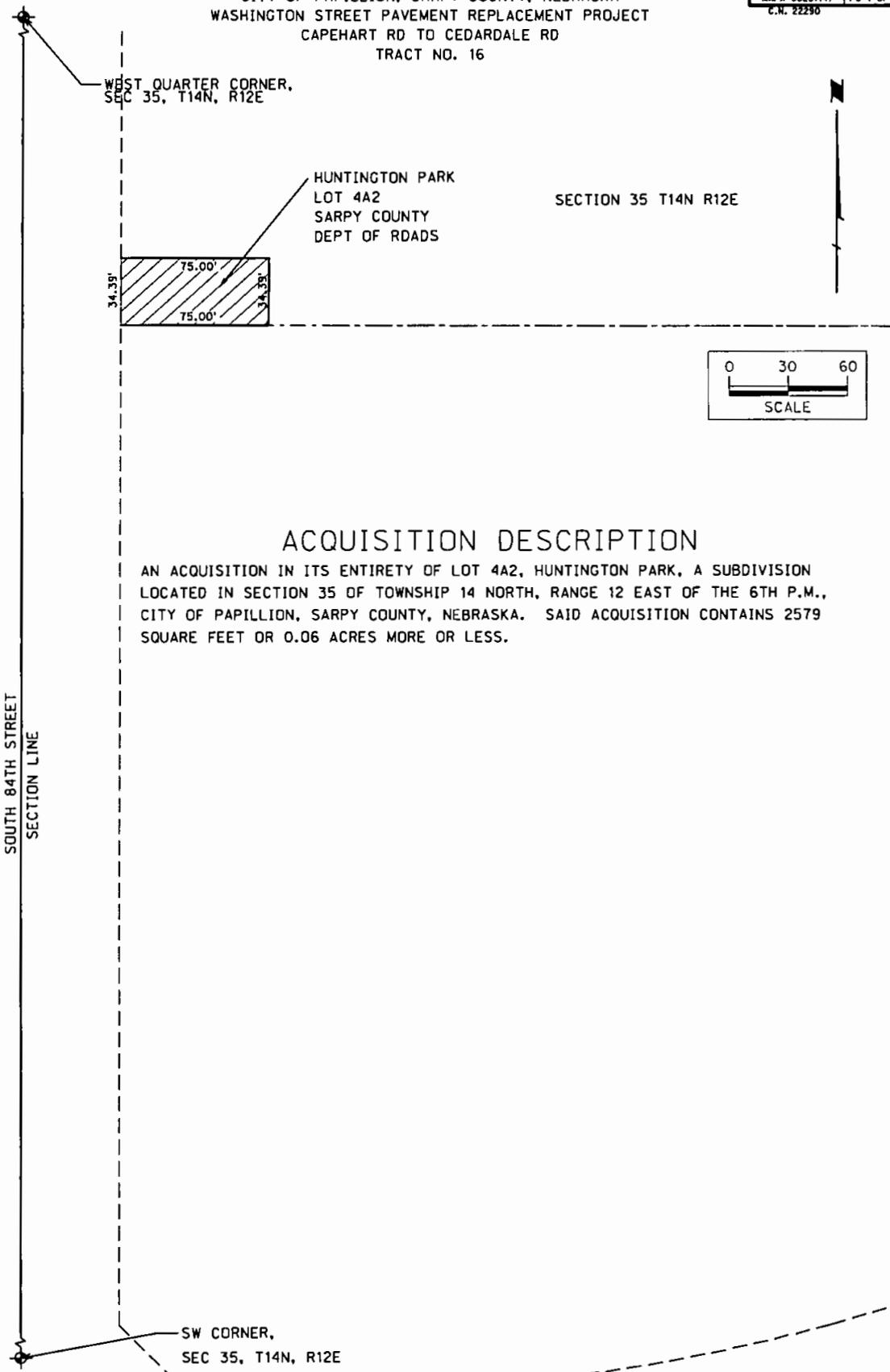
- | | | |
|---------|----|--------------------|
| SECTION | 1. | Amendment |
| | 2. | No Other Amendment |
| | 3. | Binding Effect |

EXHIBIT	A	Legal Description and Depiction of Lot 4A2, Huntington Park
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CITY OF PAPIILLION, SARPY COUNTY, NEBRASKA
 WASHINGTON STREET PAVEMENT REPLACEMENT PROJECT
 CAPEHART RD TO CEDARDALE RD
 TRACT NO. 16

PROJECT NO.	SHEET NO.
MAPA 5023(147)	PG 1-OF 1
C.N. 22290	



ACQUISITION DESCRIPTION

AN ACQUISITION IN ITS ENTIRETY OF LOT 4A2, HUNTINGTON PARK, A SUBDIVISION LOCATED IN SECTION 35 OF TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., CITY OF PAPIILLION, SARPY COUNTY, NEBRASKA. SAID ACQUISITION CONTAINS 2579 SQUARE FEET OR 0.06 ACRES MORE OR LESS.

SOUTH 84TH STREET
SECTION LINE

LEGEND

- EXISTING EASEMENT LINE
 - EXISTING PROPERTY LINE
 - EXISTING RIGHT-OF-WAY
 - [Grid Pattern] PROPOSED PERMANENT EASEMENT PATTERN
 - [Diagonal Lines] PROPOSED ACQUISITION PATTERN
 - [Arrow Pattern] PROPOSED TEMPORARY EASEMENT PATTERN
 - [Cross Pattern] EXISTING EASEMENT PATTERN
- SCHRAM ROAD
SECTION LINE

Tract 016 - Tract Map.dgn
2/25/2013

EXHIBIT

A

First Amendment

N

MIDWEST

Right of Way Services, Inc.

www.midwestrow.com

October 17, 2012

Mr. Denny Wilson
Sarpy County Engineer
15100 South 84th Street
Papillion, NE 68046

Re: City of Papillion, Nebraska
Washington Street Improvement Project
Tract 16 – Lot 4A2 Huntington Park

Dear Mr. Wilson:

The City of Papillion, Nebraska has completed construction design plans for the above project. We have conducted title research at the Register of Deed's Office which shows that Sarpy County owns property adjacent to this project. The City will need to acquire said property, described as follows, so that the project can be constructed:

All of Lot 4A2, Huntington Park, as surveyed platted and recorded in Sarpy County, Nebraska.

The Nebraska Department of Roads' brochure, "Right of Way Acquisition and Your Property" is enclosed for your information. As the brochure indicates, the property owner may elect to have the property appraised and receive just compensation from the City or you may donate the portion of your property which is needed for the construction of the project.

At this time, we would like to know if you would be willing to donate your property to the City. Please check and date below:

_____ Yes, I am willing to donate my property. *Denny Wilson*

_____ No, I prefer to have my property appraised and receive just compensation.

_____ Maybe. I have some questions and would like additional information.

Please return this document to our office within 10 days or call (402) 955-2900 should you have any questions.

Sincerely,

Jack M. Borgmeyer

Jack Borgmeyer
Project Manager
Midwest Right of Way Services, Inc.

Enclosure



QUITCLAIM DEED

Sarpy County, of the State of Nebraska, a Body Politic and Corporate (hereinafter referred to as "Grantor"), for and in consideration of the sum of one dollar and no cents (\$1.00) and other good and valuable consideration received from the City of Papillion, a Municipal Corporation, a political subdivision of the State of Nebraska (hereinafter referred to as "Grantee"), does hereby quitclaim to Grantee all of Grantor's interest in the following described real property:

Lot 4A2, Huntington Park, a subdivision located in section 35 of township 14 north, range 12 east of the 6th P.M., City of Papillion, Sarpy County, Nebraska,

subject to any encumbrances, restrictions, easements or covenants of record.

TO HAVE AND TO HOLD the said real property described above, together with all the tenements, hereditaments, and appurtenances thereunto belonging to the Grantor, a governmental body of the State of Nebraska, and its successors and assigns forever.

EXECUTED this 16th day of July, 2013.

ATTEST:



[Handwritten signature]
County Clerk

SARPY COUNTY, Nebraska
GRANTOR,

[Handwritten signature]
Chairman, Sarpy County Board

P

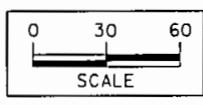
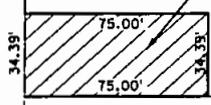
PROJECT NO.	SHEET NO.
MAPA 5023(14)	PG 1-OF 1
C.N. 22290	

CITY OF PAILLION, SARPY COUNTY, NEBRASKA
 WASHINGTON STREET PAVEMENT REPLACEMENT PROJECT
 CAPEHART RD TO CEDARDALE RD
 TRACT NO. 16

WEST QUARTER CORNER,
 SEC 35, T14N, R12E

HUNTINGTON PARK
 LOT 4A2
 SARPY COUNTY
 DEPT OF ROAD

SECTION 35 T14N R12E



ACQUISITION DESCRIPTION

AN ACQUISITION IN ITS ENTIRETY OF LOT 4A2, HUNTINGTON PARK, A SUBDIVISION LOCATED IN SECTION 35 OF TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., CITY OF PAILLION, SARPY COUNTY, NEBRASKA. SAID ACQUISITION CONTAINS 2579 SQUARE FEET OR 0.06 ACRES MORE OR LESS.

SOUTH 84TH STREET
 SECTION LINE

SW CORNER,
 SEC 35, T14N, R12E

LEGEND

- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- EXISTING RIGHT-OF-WAY
- [Grid Pattern] PROPOSED PERMANENT EASEMENT PATTERN
- [Diagonal Lines] PROPOSED ACQUISITION PATTERN
- [Arrow Pattern] PROPOSED TEMPORARY EASEMENT PATTERN
- [Cross Pattern] EXISTING EASEMENT PATTERN

SCHRAM ROAD
 SECTION LINE

Tract 016 - Tract Map.dgn
 7/26/2013

Donation for Road Right-of-Way

Project: Washington Street Improvement Project
 Tract: 16
 Owner: County of Sarpy, Nebraska
 Address of Owner: 15100 South 84th Street
 Papillion, Nebraska 68046

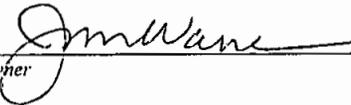
Date: 7-16-2013

The plans for this project, which were presented to me by a representative of the Local Public Agency, are fully understood as to the portion of right-of-way that will be needed.

I have received a copy of the brochure entitled "Transportation Projects and Your Property" and have had the opportunity to review the document.

As owners of real estate needed for the above referenced project and tract, and acknowledging the fact that (I/We) are entitled to just compensation based upon a reviewed estimate of the fair market value of (my/our) property, (I/We) have voluntarily waived these rights and wish to donate the right-of-way. (I/We) will execute the necessary conveyance instruments to transfer said right-of-way.

This donation to the City of Papillion, Nebraska, is made without any coercive action of any nature.



 Owner

 Owner

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION RATIFYING INTERLOCAL COOPERATION AGREEMENT FOR
THE CONSTRUCTION AND IMPROVEMENT OF 84TH STREET

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2012), 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 2012), the powers of the County as a body are exercised by the County Board; and,

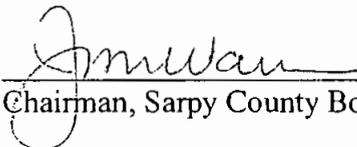
WHEREAS, an agreement has been proposed with the City of Papillion, Nebraska pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 to 827 (Reissue 2007), for the construction and improvement of 84th Street from Olson Drive to a point 1/2 mile South of Schram Road, and the allocation of the costs of said improvements; and,

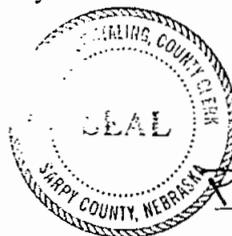
WHEREAS, said Agreement was executed by the Chair of the Sarpy County Board of Commissioners on or about May 13, 2008, but the records of Sarpy County are incomplete regarding the approval of said Agreement.

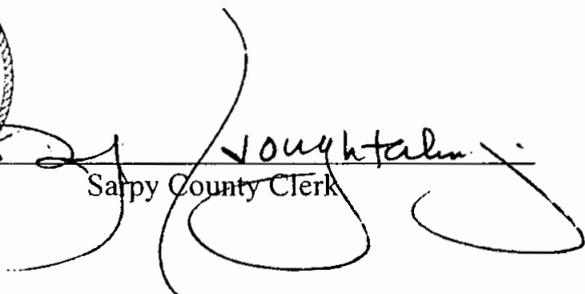
WHEREAS, said Agreement, is in the best interest of the citizens of Sarpy County and the traveling public.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT, pursuant to the statutory authority set forth above, that actions of the Chairman of this Board and the County Clerk to execute on behalf of this Board the attached Agreement with the City of Papillion, Nebraska, made pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 to 827, for the construction and improvement of 84th Street from Olson Drive to a point 1/2 mile South of Schram Road, a copy of which is attached hereto, are hereby ratified and adopted as an action of this Board.

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 16th day of July, 2013.


Chairman, Sarpy County Board




Sarpy County Clerk

INTERLOCAL COOPERATION AGREEMENT FOR IMPROVEMENTS OF WASHINGTON STREET (84TH ST.) IN PAPILLION AND SARPY COUNTY, NEBRASKA

THIS AGREEMENT is by and between the City of Papillion, Nebraska, hereinafter " City," and the County of Sarpy, of the State of Nebraska, hereinafter " County."

WHEREAS, the parties hereto are political subdivisions, duly authorized and existing under the laws of the State of Nebraska; and,

WHEREAS, the Parties hereto are desirous of entering an agreement for the improvement of a portion of Washington Street (84th St.) from HWY 370 to a 1/2 mile south of Schram Road in Papillion and Sarpy County, Nebraska in Sarpy County, Nebraska, (hereinafter the " Project"), in order to promote public health, safety and welfare: and,

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, *et seq.* (Reissue 1997), the Parties wish to permit their local government units to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES, PURSUANT TO NEB. REV. STAT. § 13-807 (REISSUE 1997), AS FOLLOWS:

- I. This contract shall expire upon the performance of all the obligations of the parties as described herein, as well as the completion of the installation of the Project. No separate legal or administrative entity will be created hereunder. Existing agents of the respective Parties will complete the terms of this contract.
- II. The purpose of this Contract is to share the cost of the Project. The Project will be financed as may be provided for by law for each of the respective Parties. This agreement may be amended as may be required for the purposes of aiding a party hereto in financing its obligations under this agreement. If such amendment requires the acquisition of any interest in property, the Parties shall agree as to the interest to be acquired, the identity of the party holding such interest, the manner of acquisition of such interest and the allocation of the costs of such acquisition among the Parties. No Party shall be required to sell to sell

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lease, transfer, mortgage, or otherwise convey an interest in property held by such Party in connection with the Project, however, any request for such amendment shall not be unreasonably refused.

- III. In the event that funding from the State of Nebraska or the Federal Government of the United States is unavailable or unavailable on a timely basis for the purposes of this agreement, each party shall be responsible for their respective proportionate share of the project cost, to be paid on a timely basis, as further described in this agreement.
- IV. Termination of this contract shall properly occur on the completion of the Project.
- V. Pursuant to Neb. Rev. Stat. § 13-804(4)(a) (Reissue 1997), the Parties hereto agree that a Project Engineer/Manager shall be designated for this project. "Project Engineer/Manager" shall mean that individual who shall interpret and construe the contract documents, including but not limited to the plans, state standards, specifications, and designs, and addenda to those documents (if any) reconciling any apparent or alleged conflicts or inconsistencies therein. All of the work ordered, made or done pursuant to this Project, and all details thereof shall be subject to the approval of the Project Engineer/Manager. Project Engineer/Manager shall be the final arbiter and shall determine whether any and all performance of work, workmanship, quality of material, and/or acceptability of work, whether in progress or as the completed project, is in accordance with this Contract. The decisions of the Project Engineer/Manager on all questions shall be final, conclusive and binding. Marty Leming, Director of Public Works for the City of Papillion is hereby designated as the Project Engineer/Manager.
- VI. Pursuant to Neb. Rev. Stat. § 13-804(4)(b) (Reissue 1997), the Parties hereto agree that City shall serve as lead agent for this Project. Except as otherwise provided, City shall: have the necessary plans for Project prepared; prepare bid specifications for any necessary subcontracts as necessary; inspect the work performed under those subcontracts; accept the finished work if and when appropriate; and bill the remaining parties for all costs for Project on a regular basis as costs accrue. City shall, in its sole discretion, be responsible for acquiring, holding and disposing of all real and personal property used in and during this undertaking.
- VII. City shall insure that all contractors performing work for this Project shall furnish

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a Performance Bond to the Parties hereto as protection of said Parties' interests herein. Said Performance Bond shall be in such form, amounts, and conditions as may be satisfactory to City and shall remain in full force and effect until acceptance of the construction, improvement and work by City. Said Performance Bond shall further provide for the prompt, good, faithful, sufficient, and complete performance of the contract, construction, improvement and work, all according to plans and specifications. Said good and faithful performance by contractor shall include but not be limited to compliance by contractor with all applicable laws, including but not limited to payment for all materials, labor equipment and rentals, and for payment of unemployment insurance premiums to the Department of Labor of the State of Nebraska as such payments may be required by State law.

- VIII. All contracts or agreements with any other Parties occasioned by this Contract (hereinafter " Ancillary Agreements) shall be made by City pursuant to Paragraph VIII of this Agreement. City shall require that any Parties to such Ancillary Agreements shall comply with all Federal and State laws, ordinances, and/or other rules or regulations which may apply to the Project. Such Ancillary Agreements shall also require full and faithful performance of all construction, improvement and work, all according the plans and specifications for this Project. City shall, in those, Ancillary Agreements, provide for partial payments to contractor(s) only upon completion and certification of that work by the Project Manager or certification is accepted by City's engineers. Final payments for construction, improvement and work shall only be made upon completion and certification of the Project by City's engineers. City agrees, promises, and warrants that it will require all contractors to agree, stipulate, promise, and warrant that all work, material and equipment furnished, labor employed, workmanship, material, and supplies necessary for the completion of the Project shall be completely installed and delivered to City free and clear of any liens, encumbrances, claims and demands of any type or kind, including but not limited to patent infringements, demands, expenses, or any other liabilities of whatever type or kind.
- IX. The work on the Project shall commence as soon as practical.
- X. A map is attached as exhibit " A" showing this area in question. Federal



Funding Assistance has been awarded for this Project by MAPA and the Nebraska Department of Roads which has assigned the following project number to this Project; MAPA-5023(14), Control No. 22290. Each Party shall be responsible for one-half of the costs of the Project. This Project is being funded 80% by federal funds. The remaining 20% being cost shared by the City and County at 50% each. A preliminary cost exhibit is attached as exhibit " B" showing estimated cost for this Project.

- XI. Any payment due from Sarpy County shall immediately due and payable upon presentation of the invoice for Project by City. Sarpy County shall pay such invoice in full within thirty (30) days of receipt thereof. Said payment shall be delinquent ten (10) days after due date. Interest at the rate of six per cent per annum (6%) shall apply to all payments made after the due date. City shall make available, at reasonable times and places, all records relating to the Project which show invoices received by City for this Project, and proof of payment of those invoices.
- XII. Pursuant to Neb. Rev. Stat. §13-804(5) (Reissue 1991), the Parties hereto acknowledge, stipulate, and agree that this Contract shall not relieve any public agency of any obligation or responsibility imposed upon it by law.
- XIII. Pursuant to Neb. Rev. Stat. §23-3113 (Reissue 1991), the Parties hereto declare and affirm that no officer, member, or employee, and no member of their governing bodies, and no other public official of Parties who exercises any functions or responsibilities in the review or approval of the undertaking described in this Contract, or the performing of either Parties' obligations pursuant to this Contract, shall participate in any decision relating to this Contract which affects his or her personal interest, or partnership, or association in which he or she is directly or indirectly interested; nor shall any employee, nor any member of their governing bodies, have any interest, direct or indirect, in this Contract or the proceeds thereof.
- XIV. It is understood and agreed by the Parties hereto that any part, term, condition or provision of this Contract is held to be illegal or in conflict with any law of this State or of the United States, the validity of the remaining parts, terms conditions, or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the

IN WITNESS WHEREOF, we, the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals duplicate this 15th day of September 2009.

CITY OF PAPILLION, Nebraska
A Municipal Corporation

SARPY COUNTY, Nebraska
A Body Politic and Corporate

By [Signature]
Mayor David P. Black

By [Signature] 5/13/08
Chairman, Sarpy County Board

Approved as to form and content:

Approved as to form and content:

[Signature]
City Attorney

[Signature]
County Attorney

ATTEST:

[Signature]
City Clerk



[Signature]
County Clerk

(SEAL)



(SEAL)

SCHEMMER

ARCHITECTS | ENGINEERS | PLANNERS

Project: Washington Street

Alternate 2

Summary of Total Costs

Job No.: 5553.001

ENGINEER'S OPINION OF PROBABLE COSTS

COMPUTED BY: RJW DATE: 2/18/2009 SHEET: OF:

CHECKED BY: DATE: SUBJECT: Ponderosa to Cedardale

DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
Estimated Construction w/ 10% cont.				\$5,123,983.50
Right of Way				\$721,500.00
Engineering - Design (13%)				\$650,000.00
Engineering - Construction (14%)				\$715,000.00
TOTAL COST				\$7,210,483.50
Federal Funding (80%)				\$5,768,386.80
City Funding (10%)				\$721,048.35
County Funding (10%)				\$721,048.35