

Agenda Item: 8.

MEMORANDUM

TO: Programs, Projects and Operations Subcommittee

FROM: Martin P. Cleveland, Construction Engineer

SUBJECT: Thompson Creek Levee Improvement Project
Fire Fighter Training at House at 7609 S. 66th Street, LaVista

DATE: February 3, 2015

The Thompson Creek Levee Improvement Project is located between 66th Street and 60th Street, south of Harrison Street in La Vista, NE, as shown on the enclosed location map. The Thompson Creek Levees are being setback from the creek to allow for stable levee side slopes and ensure levee safety. As part of the land acquisition for this project, a house and 1.61 acres of land was purchased for the project. The house was built in the early 1900's and in very poor condition and had not been occupied for a number of years. The District appraiser did not add any value to the property appraisal due to the presence of the house.

The Papillion Fire Department has offered to use the house as a fire fighter training and practice burn exercise. This burn would reduce the volume of material to be hauled to a landfill and therefore reduce the District demolition cost. The City of Papillion has prepared a "waiver, release and hold harmless" agreement to protect the District's interests and it is enclosed for your consideration.

Management recommends that the Finance, Expenditure and Legal Subcommittee recommend to the Board of Directors that the General Manager be authorized to execute a waiver, release and hold harmless agreement with City of Papillion for Thompson Creek Levee Improvement Project – House at 7609 S. 66th Street, LaVista, NE. , subject to form as approved by District Legal Counsel and allow the City to conduct fire fighter training and practice burn exercise at the house.

Thompson Creek Levee Improvement Project

Harrison Street

66th

Big Papio Creek

House at 7609 S. 66th

Street

Improvement Project Segment

Thompson Creek

North

1993

Imagery Date: 9/21/2013 41°11'11.43" N 96°00'25.80" W elev 993 ft eye alt 5273 ft

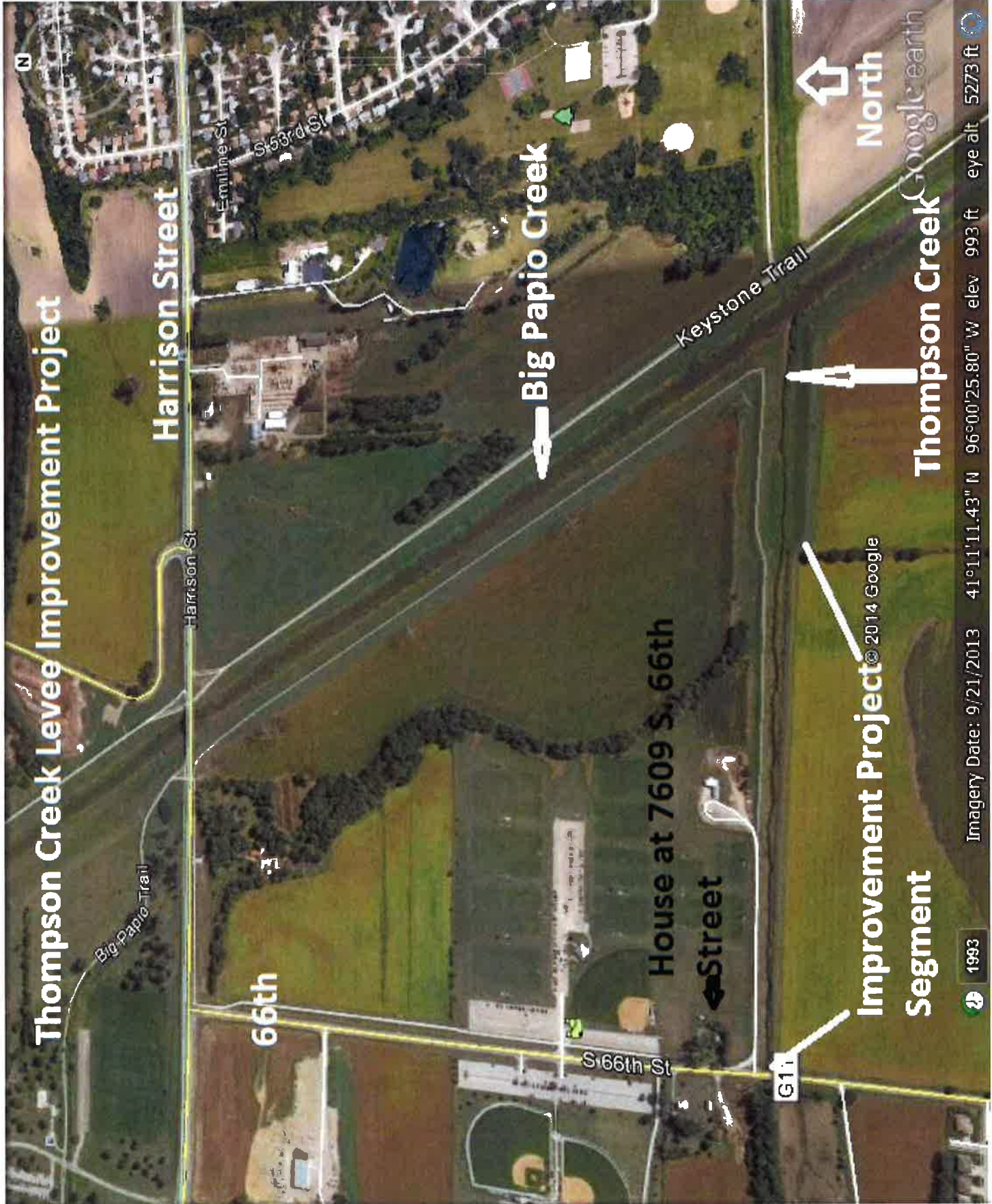




Figure 1. VIEW ACROSS THE PROPERTY FROM NORTH TO SOUTH.



Figure 2. SOUTH SIDE OF THE STRUCTURE ON THE PROPERTY.



Figure 3. WEST SIDE OF THE STRUCTURE ON THE PROPERTY.

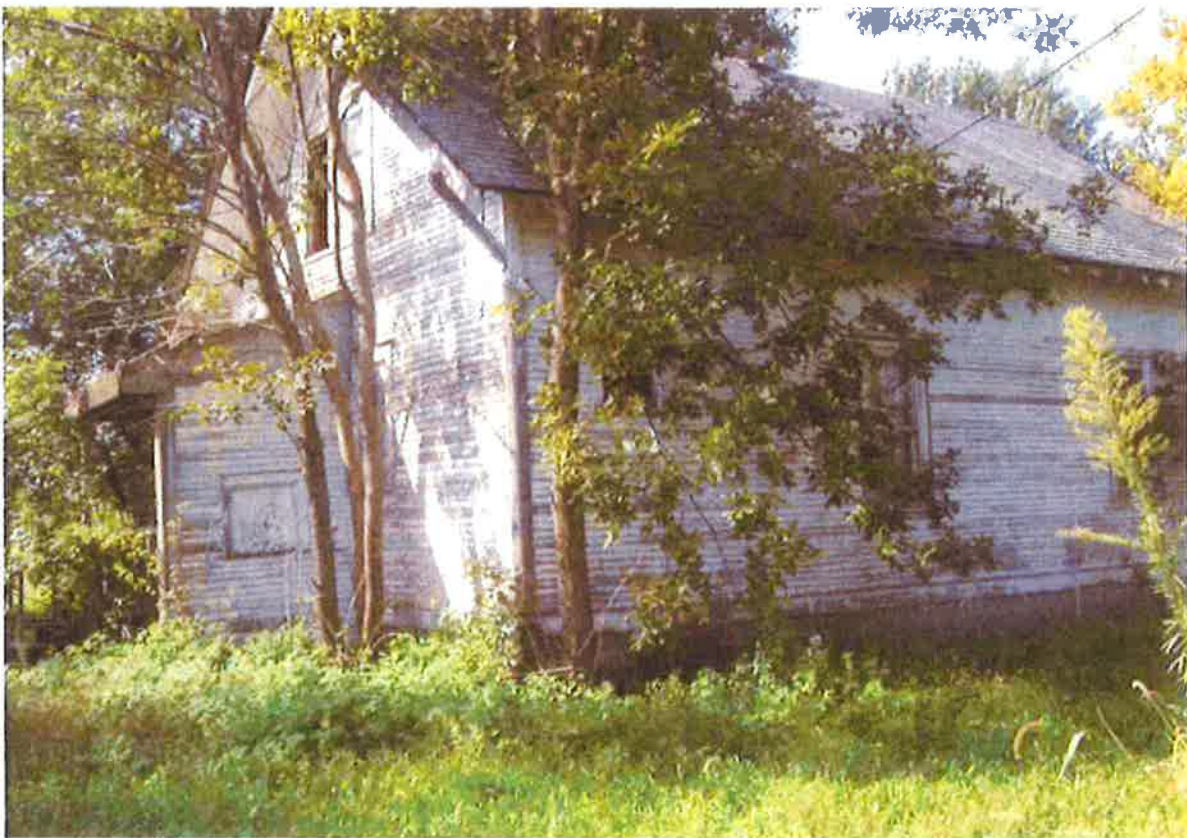


Figure 4. EAST SIDE OF THE STRUCTURE ON THE PROPERTY.



Figure 5. NORTH SIDE OF THE STRUCTURE ON THE PROPERTY.



Figure 6. SMALL SHED ON THE PROPERTY.

Waiver, Release and Hold Harmless Agreement

In consideration of Papio-Missouri River Natural Resources District ("NRD") allowing the City of Papillion, a Nebraska municipal corporation ("City") to use the NRD's property located at 7609 S 66th St. in La Vista, Nebraska for a fire fighter training and a practice burn (the "Activity"), the City agrees as follows:

1. City acknowledges that participating in the Activity involves certain risks and that injuries, death, property damage or other harm could occur to City fire fighters or others. City accepts and voluntarily incurs all risks of any injuries, damages, or harm which arise during or result from the Activity, regardless of whether or not caused in whole or in part by the negligence or other fault of NRD and/or its or their departments, trustees, affiliates, employees, officers, agents or insurers ("Released Parties"), unless such risks were caused by the gross negligence of the NRD.

2. City waives all claims against any of the Released Parties for any injuries, damages, losses or claims, whether known and unknown, which arise during or result from the Activity, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties. City releases and forever discharges the Released Parties from all such claims.

3. City agrees to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs or expenses (including, but not limited, to reasonable attorneys' fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that City (or anyone claiming by, under or through City) or any third party may bring or brings against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or result from the Activity, unless such action is being brought in whole or part due to the gross negligence of the Released Parties.

4. City has carefully read and reviewed this Waiver, Release and Hold Harmless Agreement and agrees to the above provisions.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year written below.

EXECUTED this _____ day of _____, 2015.

CITY OF PAPILLION,
A Municipal Corporation

David P. Black, Mayor

Attest:

Elizabeth Butler, City Clerk

PAPIO-MISSOURI RIVER NATURAL RESOURCES
DISTRICT:

John Winkler, General Manager

STATE OF NEBRASKA)
)ss
COUNTY OF _____)

On _____, 2015 before me, Notary, personally appeared John Winkler personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity as General Manager of the Papio-Missouri River Natural Resource District and that by his/her signature on the instrument executed the instrument.

WITNESS my hand and official seal.

Notary Public