

ROAD STRUCTURE PROGRAM GUIDELINES

Papio-Missouri River Natural Resources District

- A. GOAL: To encourage and assist counties to incorporate conservation features in, or adjacent to, county roadways that will reduce soil erosion and sedimentation, flooding and related resource problems.
- B. OBJECTIVES: To provide technical and financial assistance on eligible road structure projects located at stream crossings, or projects that would benefit county roadways or bridges, that are constructed by the county.
- C. CRITERIA FOR ELIGIBLE PROJECTS: To be an eligible project, at least five feet of grade must be removed from the channel and plans/specifications for the project must be reviewed and accepted by the District prior to construction.
- D. LEVEL OF FINANCIAL ASSISTANCE:
1. District cost-sharing assistance, for county projects that address the goals and objectives of this program, shall amount to 75% of the project's total construction costs, not to exceed \$150,000 per project. Cost-sharing assistance shall not include those costs incurred by the county for:
 - a. Guardrails or barriers
 - b. Roadway surfacing (gravel, asphalt, etc.)
 - c. Traffic signs and signals
 - d. Relocation of utilities
 - e. Purchase of land rights
 - f. Engineering, inspection, and administrative costs
 - g. Work performed by county personnel and equipment
 2. Technical assistance may be provided by the Natural Resource Conservation Service (NRCS).
- E. REQUIREMENTS TO BE FULFILLED BY THE COUNTY:
1. Inventory road structure needs and submit application to the District for cost-sharing assistance.
 2. Provide right-of-way (i.e. acquire all necessary land rights).
 3. Provide local matching funds.

4. Contract for construction of the approved practices.
5. Provide design and inspection. Follow NRCS design criteria.
6. Provide geotechnical (subsoil) information for design.
7. Execute and fulfill P-MRNRD Operation and Maintenance Agreement.
8. Obtain necessary state permits for water storage, if applicable.
9. Begin construction within one (1) year and complete construction within two (2) years of the date of District Board approval of the application.

F. REQUESTING REIMBURSEMENT: Upon completion of the construction of the project Reimbursement may be requested by the county by providing evidence of the final contract
Cost or final pay estimate (less those items ineligible for cost sharing as outlined in paragraph D.1.).

Adopted by P-MRNRD on 9/8/83
Amended on 9/5/85, 5/11/89, 12/12/02

Papio-Missouri River Natural Resources District
Application for Road Structure program

Applicant: _____

Date of Application: _____

1. Location of Problem Area:

2. Description of the Problem:

3. Approximate number of individual landowners directly affected: _____

4. Proposed improvements (initial ideas):

6. Anticipated benefits of improvements outlined in #4 above:

7. Estimated total cost of improvements outlined in Item #4 above:

8. Proposed methods of financing (% by Federal, state, county, NRD):

9. Contact individual for sponsor:

Name: _____

Mailing Address: _____

Phone #: _____

Submit completed application with plans to:

Dick Sklenar
Papio-Missouri River NRD
8901 S. 154 St.
Omaha, NE 68138

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

Road Structure Program

Special Project Operation and Maintenance Agreement

This Agreement is made between the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT (hereinafter "P-MRNRD"), acting under authority of Sec. 2-3235 R.R.S. 1943, and

(hereinafter "Sponsor") which Sponsor intends to carry out the following described project

(hereinafter "the Project") located

in _____ County, Nebraska.

It is agreed that, if the P-MRNRD furnishes financial aid to the Sponsor for the Project, in consideration thereof:

1. The sponsor warrants that it now has, or has the resources, ability and authority to obtain, and will obtain, the additional funds, permits, services, materials and land rights necessary to complete the Project, without additional cost to P-MRNRD.

2. The Sponsor, shall operate, maintain and repair the Project after completion in accordance with accepted engineering practices and in a good and workmanlike manner, without additional cost to P-MRNRD.

3. The Sponsor shall indemnify and hold the P-MRNRD harmless from and against all liability and damages resulting from the design, construction, operation or maintenance of the Project, and against all demands, causes of action, and claims arising therefrom, except as may be caused by negligence of the P-MRNRD, its agents, representatives or employees.

The effective date of this Agreement shall be _____, 20____

Attest: _____
Signature

Title

Sponsor (County Name)

By _____
Date of Signature _____

Attest: _____
Signature

Title

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

By _____
Date of signature _____