

Agenda Item: 9.

Memorandum

To: Papio-Missouri River Natural Resources District Programs Projects and Operations Subcommittee
From: Paul W. Woodward, PE, Groundwater Management Engineer
Date: March 1, 2018
Re: Review and Recommendation on City of Springfield Wellhead Protection Area Plan Cost Share Agreement

The City of Springfield is interested in pursuing a Wellhead Protection Area plan (WHPA plan) for their community's municipal water supply and is requesting that the District cost-share with them on the plan, see attached letter. Springfield is eligible for 50% cost-share assistance from the District under the revisions proposed to District Policy 17.21 as part of their WHPA is in a Phase II Groundwater Management Area, see Figure 1.

A WHPA plan is used to inventory and assess the risk of potential contaminants to the quality of a municipal drinking water supply. Springfield has had issues with high nitrates from their existing municipal wells and is facing a future decision to invest in a new well at a new location or potentially work on a hook up with MUD.

The District is engaged in two other studies which will provide valuable information when formulating Springfield's WHPA plan. First, the District is working with the University of Nebraska's (UNL) Water Science Laboratory to monitor the level of nitrates already in the soil above the groundwater table and what long-term effects those nitrates may have on the quality of groundwater available in Springfield. This research will report the existing nitrate levels held in the vadose zone (the vertical soil column below plants roots but above the groundwater table) and determine in what timeframe they could further contaminate the available groundwater resources.

The second study uses the existing Airborne Electromagnetic (AEM) data in a 3D mapping software, GeoScene 3D, to model aquifer geology, existing well locations, and show the 3D relationship of groundwater quality sampling that has already been completed. This study with USGS was approved for a Water Sustainability Fund grant.

The enclosed interlocal agreement outlines the City of Springfield's responsibility to retain a consultant to prepare the WHPA plan. The District would agree to reimburse the City for 50% of their actual expenses up to \$30,000.

Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute the proposed Interlocal Agreement with the City of Springfield for Wellhead Protection Area Plan cost share, not to exceed \$30,000 in District funds, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.



November 22, 2017

Papio-Missouri River NRD
Attn: Paul Woodward
8901 South 154th Street
Omaha, NE 68138

Re: Wellhead Protection Plan – Letter of Intent

Dear Mr. Woodward:

On behalf of the Springfield City Council, I am writing to provide you with our letter of intent to collaborate with the Papio-Missouri River Natural Resources District (NRD) on the creation of a wellhead protection plan for the City of Springfield. On November 21, 2017, the Springfield City Council authorized the issuance of such letter and agreed to move forward with the project.

It is our understanding that the NRD will provide the city with grant funds in the amount of 75% of the total project cost, while the city pays the remaining 25%. I requested a proposal from Olsson Associates, city engineer, for the development of a wellhead protection plan. Olsson has proposed that the project will cost \$39,984.00; therefore, the NRD's portion will be \$29,988.00 and the city's portion will be \$9,996.00.

Please send me a formal agreement outlining this project and financial arrangement for the City Council's adoption. Once we have a signed agreement between the city and NRD, the Council will consider final approval of Olsson's proposal.

We greatly appreciate the NRD's assistance with this project and we look forward to working with you on plan development.

Thank you for your assistance and consideration.

Sincerely,

Kathleen R. Gottsch, CMC
City Administrator/Clerk/Treasurer



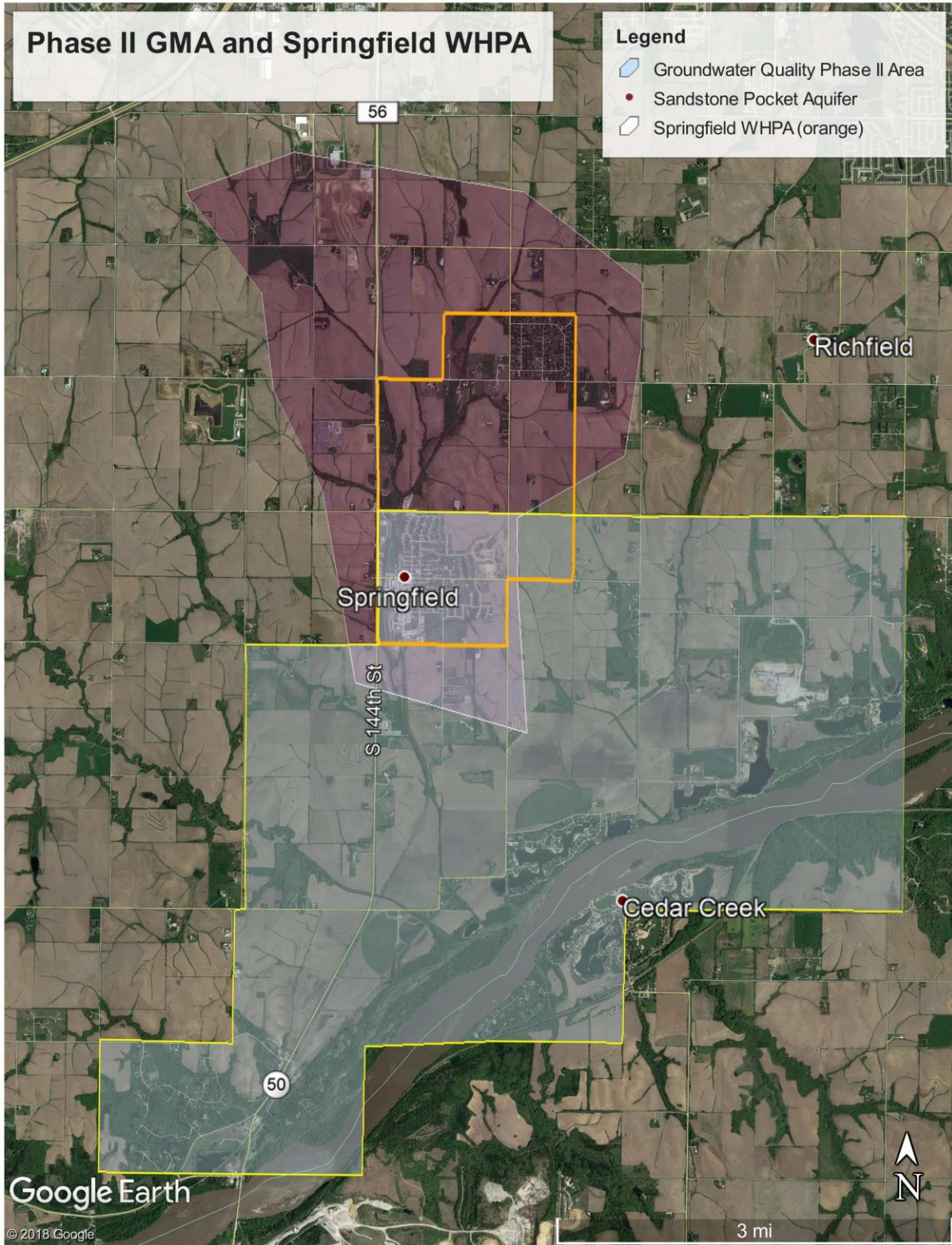


Figure 1 – Map of Springfield WHPA and Phase II Groundwater Management Area.

INTERLOCAL COOPERATION ACT AGREEMENT
BETWEEN
THE CITY OF SPRINGFIELD, NEBRASKA AND THE PAPIO-MISSOURI RIVER
NATURAL RESOURCES DISTRICT
FOR
WELLHEAD PROTECTION AREA PLAN COST-SHARE

This agreement (“Agreement”) is hereby made and entered into as of this _____ of _____, 2018 by and among the CITY OF SPRINGFIELD (“Springfield”), a municipal corporation organized and existing under the laws of the State of Nebraska located in Sarpy County, Nebraska, and the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT (“District”), a natural resources district organized and existing under the laws of the State of Nebraska (all collectively referred to hereinafter as “the Parties”).

WHEREAS, Springfield has an area within its jurisdiction that has been designated by the Nebraska Department of Environmental Quality as a Wellhead Protection Area (“Springfield Wellhead Protection Area”), pursuant to the Wellhead Protection Area Act, Neb. Rev. Stat. §§ 46-1501 to 46-1509; and

WHEREAS, the District has recently adopted an updated Groundwater Management Plan as required by the Ground Water Management and Protection Act, Neb. Rev. Stat. §§ 46-701 to 46-756; and

WHEREAS, the District has designated a Groundwater Management Area through the adoption of the updated Groundwater Management Plan; and

WHEREAS, the District’s Groundwater Management Area encompasses the Springfield Wellhead Protection Area; and

WHEREAS, the District’s updated Groundwater Management Plan designates portions of the Springfield Wellhead Protection Area as a Phase II Groundwater Quality Management Area; and

WHEREAS, the District offers certain cost share options to local units of government to encourage the conservation or protection of groundwater in areas that have been designated as a Phase II Groundwater Quality Management Area; and

WHEREAS, in order to serve their mutual interests and pursuant to the authority granted the Parties by the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. §§ 13801, et.seq.), the Parties desire to enter into this agreement to delineate and provide for their specific rights and obligations with respect to the development of a wellhead protection plan for the Springfield Wellhead Protection Area.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the Parties do hereby mutually undertake, promise, agree, and contract each for itself and its successors and assigns as follows:

I. PURPOSE

The purpose of this Agreement is to specify the terms and conditions upon which the Parties will fund and develop a wellhead protection plan for the Springfield Wellhead Protection Area (“Springfield Wellhead Protection Area Plan”).

II. NO SEPARATE LEGAL OR ADMINISTRATIVE ENTITY

This Agreement does not create a separate legal or administrative entity.

III. RIGHTS, DUTIES, AND OBLIGATIONS OF SPRINGFIELD

Springfield agrees to:

1. Contract with a professional consultant for the development of the Springfield Wellhead Protection Area Plan in conformity with Nebraska Department of Environmental Quality’s Wellhead Protection Area Planning Manual;
2. Provide the District with all records evidencing the costs associated with Springfield Wellhead Protection Area Plan and proof of payment by Springfield;
3. Provide the District with all commentary, correspondence or any other documents received from the Nebraska Department of Environmental Quality with respect to the Springfield Wellhead Protection Area Plan;
4. Provide the District a copy of the completed Springfield Wellhead Protection Area Plan; and

5. Indemnify and hold harmless the District, its officers, agents and employees, and its successors and assigns, individually and collectively, from and against any and all liability, causes of action and claims arising from the Springfield Wellhead Protection Area Plan, except for such claims caused by the sole negligence or willful act of the District.

IV. RIGHTS, DUTIES, AND OBLIGATIONS OF THE DISTRICT

District agrees to:

1. Reimburse Springfield with fifty percent (50%) of the total costs associated with the Springfield Wellhead Protection Area Plan, up to and not to exceed \$30,000; and
2. Provide input to assist in the formation of the Springfield Wellhead Protection Area Plan as requested by Springfield or its consultant(s).

V. GENERAL CONDITIONS

1. **NONDISCRIMINATION.** None of the Parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability as defined under the Americans with Disabilities Act, political or religious opinions, affiliations, or national origin.
2. **CAPTIONS.** Captions used in this Agreement are for convenience only.
3. **APPLICABLE LAW.** The Parties shall conform with all existing and applicable city ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.
4. **INTEREST OF THE PARTIES.** Each of the Parties to this Agreement covenants with the other that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict with its performance under this agreement.
5. **MERGER.** This Agreement shall not be merged into any other oral or written contract, lease, or deed of any type.

6. MODIFICATION. This Agreement contains the complete and entire agreement of the parties. No representations were made or relied upon by any of the Parties other than those expressly set forth herein. No agent, employee, or other representative of any party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective Parties.
7. AMENDMENTS. This Agreement may be amended upon the actions of the parties if done so in writing.
8. ASSIGNMENTS. A party may assign its rights under this Agreement only by written consent of the other Parties.
9. EFFECTIVE DATE. This Agreement shall become effective on the date that its execution by each and all of the Parties is complete.
10. DURATION. This Agreement shall expire upon the full completion of the duties of the Parties as set forth above. This Agreement may be terminated by mutual written consent of the Parties.
11. COUNTERPARTS. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument. Email/scan copies or facsimile copies of this Agreement will be deemed original copies.

[SIGNATURE PAGE TO FOLLOW]

This Agreement is executed by PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT this ____ day of _____, 20__.

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

By _____
General Manager

This Agreement is executed by THE CITY OF SPRINGFIELD this ____ day of _____, 20__.

THE CITY OF SPRINGFIELD

Attest:

By _____
Mayor

CITY CLERK