

## Memorandum

**To:** Papio-Missouri River Natural Resources District Programs Projects and Operations Subcommittee  
**From:** Paul W. Woodward, PE, Groundwater Management Engineer  
**Date:** July 5, 2018  
**Re:** Review and Recommendation on City of Tekamah Wellhead Protection Area Plan Cost Share Agreement

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The City of Tekamah 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. Tekamah is eligible for 50% cost-share assistance from the NRD under District Policy 17.21 as their WHPA is in a Phase II Groundwater Management Area, see Figure 1.

Additionally, Tekamah has applied for and recently received a Source Water Protection Grant from NDEQ to cover \$41,000 of the anticipated \$56,000 cost for an enhanced Wellhead Protection Plan, also known as a Drinking Water Protection Plan. This means that the NRD and Tekamah would only be responsible for splitting the remaining \$15,000, or \$7,500 apiece.

A WHPA plan is used to inventory and assess the risk of potential contaminants to the quality of a municipal drinking water supply. Tekamah has had issues with high nitrates from their existing municipal wells and may be forced to install additional wells if conditions don't improve.

The District is also proposing an independent study of Tekamah's geology which will provide valuable information when formulating the Drinking Water Protection Plan. The proposed study would perform a pump test on Tekamah's existing municipal wells while monitoring the groundwater elevation in the NRD's monitoring wells. AEM survey data will also be made available from ENWRA's helicopter flights taking place this year. Results from this geology review and pump test will indicate whether or not the granular material placed around the City's existing or abandoned wells is allowing contamination from the surface to travel into Tekamah's deeper groundwater supply.

The enclosed interlocal agreement outlines the City of Tekamah'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 \$7,500.

**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 Tekamah for Wellhead Protection Area Plan cost share, not to exceed \$7,500 in District funds, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.**

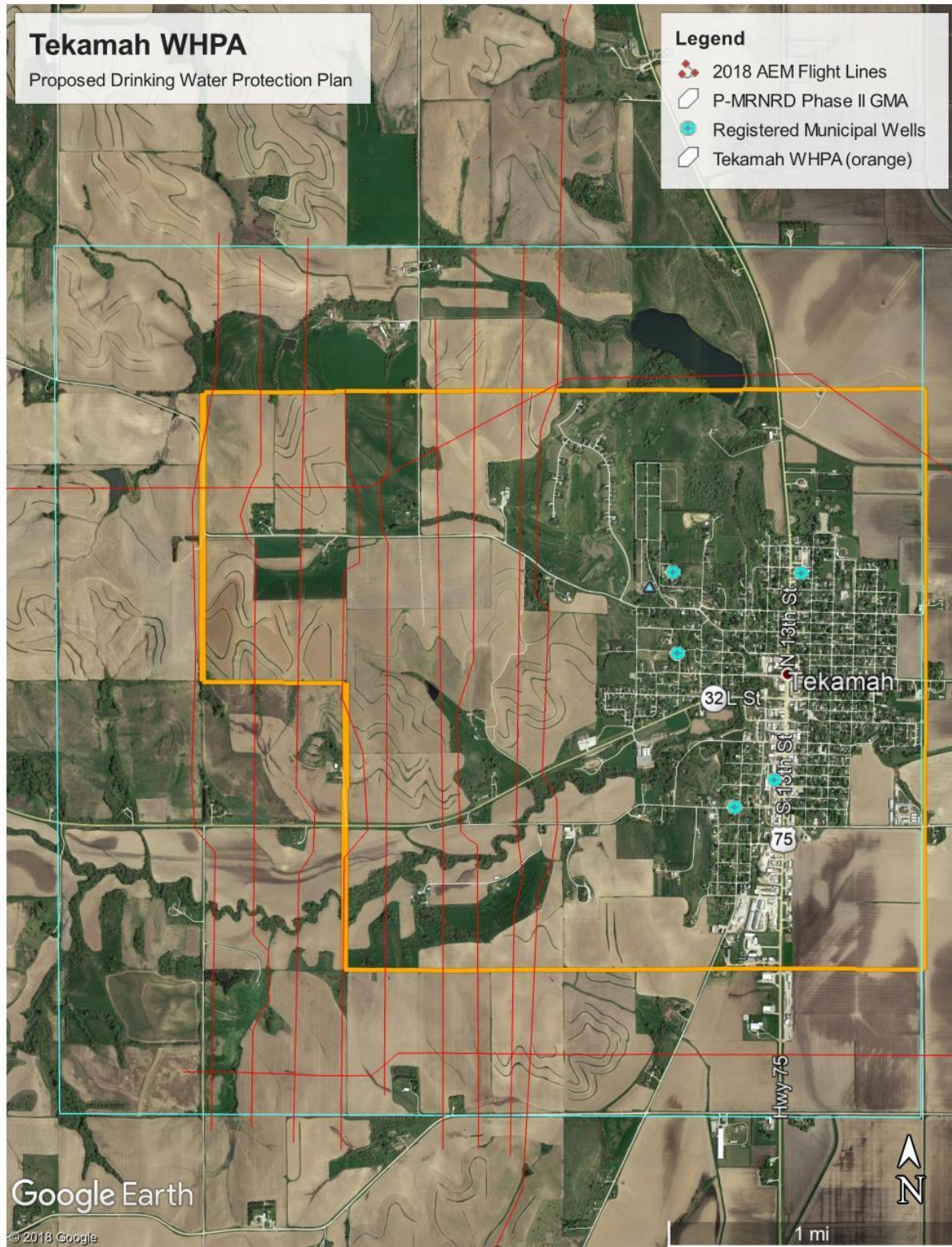


Figure 1 – Map of Tekamah WHPA and Phase II Groundwater Management Area.

INTERLOCAL COOPERATION ACT AGREEMENT  
BETWEEN  
THE CITY OF TEKAMAH, 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 TEKAMAH ("Tekamah"), a municipal corporation organized and existing under the laws of the State of Nebraska located in Burt 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, Tekamah has an area within its jurisdiction that has been designated by the Nebraska Department of Environmental Quality as a Wellhead Protection Area ("Tekamah 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 Tekamah Wellhead Protection Area; and

WHEREAS, the District's updated Groundwater Management Plan designates portions of the Tekamah 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 Tekamah 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 Tekamah Wellhead Protection Area (“Tekamah 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 TEKAMAH

Tekamah agrees to:

1. Contract with a professional consultant for the development of the Tekamah 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 Tekamah Wellhead Protection Area Plan and proof of payment by Tekamah;
3. Provide the District with all commentary, correspondence or any other documents received from the Nebraska Department of Environmental Quality with respect to the Tekamah Wellhead Protection Area Plan;
4. Provide the District a copy of the completed Tekamah 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 Tekamah 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 Tekamah fifty percent (50%) of their total actual costs associated with the Tekamah Wellhead Protection Area Plan, after the funds provided by the Source Water Protection Grant from NDEQ are fully utilized, up to and not to exceed \$7,500; and
2. Provide input to assist in the formation of the Tekamah Wellhead Protection Area Plan as requested by Tekamah 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 TEKAMAH this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

THE CITY OF TEKAMAH

Attest:

By \_\_\_\_\_  
Mayor

\_\_\_\_\_  
CITY CLERK