

**Papio-Missouri River Natural Resources District  
Board of Directors Meeting  
Suggested Resolutions/Recommendations  
December 13, 2018**

**\*Agenda Item 4 - Agenda**

BE IT RESOLVED that the agenda be adopted.

**\*Agenda Item 5 – Consent Agenda**

BE IT RESOLVED that the following resolutions on the consent agenda are hereby adopted.

Agenda Item 3.A.

BE IT RESOLVED that the absences of the following Director(s) from the December 13, 2018 Board of Director Meeting are excused:

John Wiese.

Agenda Item 7.A. and Agenda Item 7.B.

BE IT RESOLVED that the November 8, 2018 Papio-Missouri River NRD Board Meeting minutes and the November 14, 2018 Dakota County Rural Water Advisory Board Meeting minutes are approved as printed.

**\*Agenda Item 10.A. – Personnel, Legislative and Public Affairs Subcommittee**

BE IT RESOLVED that the minutes of the December 11, 2018 meeting of the Personnel, Legislative and Public Affairs Subcommittee are accepted, incorporated in these minutes, and the following recommendation(s) of the Subcommittee are hereby adopted and approved.

1. 2019 Pay Program Administration Manual: Recommendation that the proposed amendments to the Papio-Missouri River NRD Pay Program Administration Manual for 2019 be adopted and incorporated in the District’s Policy Manual.
2. Update to the District’s Employee Handbook: Recommendation that the proposed amended language to the Papio-Missouri River NRD Employee Handbook be adopted and incorporated in the District’s Policy Manual.

**\*Agenda Item 10.B. – Papio PL-566 Work Plan Ad Hoc Consultant Selection Subcommittee**

BE IT RESOLVED that the minutes of the December 11, 2018 meeting of the Papio PL-566 Work Plan Ad Hoc Consultant Selection Subcommittee are accepted, incorporated in these minutes, and the following recommendation(s) of the Subcommittee are hereby adopted and approved.

1. Professional Services Contract with FYRA Engineering: Recommendation that the General Manager be authorized to execute a Professional Services Agreement with FYRA Engineering for the Papio PL-566 Work Plan Update, in an amount not-to-exceed \$559,822, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.

#### **\*Agenda Item 10.C. – Programs, Projects and Operations Subcommittee**

BE IT RESOLVED that the minutes of the December 11, 2018 meeting of the Programs, Projects and Operations Subcommittee are accepted, incorporated in these minutes, and the following recommendation(s) of the Subcommittee are hereby adopted and approved.

1. Agreement with Mike and Lori Walker for the Washington County Rural Water System – Surfside Club Water Main Extension Project: Recommendation that the General Manager be authorized to execute the proposed agreement with Mike and Lori Walker for the Washington County Rural Water System Surfside Water Main Extension Project, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.
2. Amendment No. 4 to Professional Services Contract with HDR Engineering for Zorinsky Basin 2: Recommendation that the General Manager be authorized to execute Amendment No. 4 to the Professional Services Agreement with HDR Engineering, Inc. for the Zorinsky Basin 2 project in an amount not-to-exceed \$280,431, bringing the total contract not-to-exceed amount to \$1,723,991, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.
3. Thomas Creek Improvements Phase 1 Interlocal Agreement with City of Omaha: Recommendation that the General Manager be authorized to execute the proposed Interlocal Cooperation Agreement with the City of Omaha for Thomas Creek Improvements Phase 1, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.
4. Amendments to the District’s Policy Manual: Recommendation that the proposed amendments to District Policies 17.0 through 17.44 and 18.0 through 18.50 be and are hereby approved, and furthermore; the proposed amendments to District Policies 2.0 through 2.7 and 15.0 through 15.9 be tabled for consideration at the next regular meeting of the Board.

#### **\*Agenda Item 10.D. – Finance, Expenditure and Legal Subcommittee**

BE IT RESOLVED that the minutes of the December 11, 2018 meeting of the Finance, Expenditure and Legal Subcommittee as amended by the Subcommittee, are accepted, incorporated in these minutes, and the following recommendation(s) of the Subcommittee are hereby adopted and approved.

1. Fiscal Year 2018 Audit: Recommendation that the FY2018 Audit Report prepared by BerganKDV (formerly HSMC Orizon, LLC), be accepted and that the General Manager

be directed to file an authenticated copy of the audit report with the Nebraska Auditor of Public Accounts and the Nebraska Natural Resources Commission.

2. Land Acquisition for Missouri River R613/R616 Levee Improvement Project:

a. Twenty Club Corp – R-613 Tract 4: Recommendation that the General Manager be authorized to execute a purchase agreement with Twenty Club Corp, a Nebraska corporation, in the amount of \$5,800 for an area containing 2.346 acres of land for the Missouri River R613/R616 Levee Improvement Project, subject changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.

b. Salvation Army – R-613 Tract 5B: Recommendation that the General Manager be authorized to execute a permanent easement purchase agreement with Salvation Army, an Illinois non-profit corporation, in the amount of \$131,700 for an area containing 26.798 acres of land for the Missouri River R613/R616 Levee Improvement Project, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.

c. Farmer’s Daughter, LLC and Whiske Farms, LLC- R-613 Tract 12- Recommendation that the General Manager be authorized to execute a purchase agreement with Farmer’s Daughter, LLC, a Nebraska limited liability company, and Whiske Farms, LLC, a Nebraska limited liability company, in the amount of \$60,540 for an area containing 5.044 acres of land for the Missouri River R613/R616 Levee Improvement Project, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.

d. Farmer’s Daughter, LLC and Whiske Farms, LLC- R-613 Tract 16- Recommendation that the General Manager be authorized to execute a permanent easement purchase agreement with Farmer’s Daughter, LLC, a Nebraska limited liability company, and Whiske Farms, LLC, a Nebraska limited liability company, in the amount of \$43,060 for an area containing 8.36 acres of land for the Missouri River R613/R616 Levee Improvement Project, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.

e. Rita F. Hurlbutt Revocable Trust, dated September 27, 2004 – R-616 Tract 3: Recommendation that the General Manager be authorized to execute a purchase agreement with Rita F. Hurlbutt Revocable Trust, dated September 27, 2004 in the amount of \$62,600 for an area containing 5.607 acres of land for the Missouri River R613/R616 Levee Improvement Project, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.

f. Wendl Properties, LLC – R-616 Tracts 4, 5: Recommendation that the General Manager be authorized to execute a purchase agreement with Wendl Properties, LLC, a Nebraska limited liability company, in the amount of \$80,000 for an area containing 7.11 acres of land for the Missouri River R613/R616 Levee Improvement Project, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.

g. BCR Properties Limited Partnership – R-616 Tracts 6, 7: Recommendation that the General Manager be authorized to execute a purchase agreement with BCR Properties

Limited Partnership, a Nebraska limited partnership, in the amount of \$34,000 for an area containing 3.192 acres of land for the Missouri River R613/R616 Levee Improvement Project, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.

h. Jason Hagen – R-616 Tract 8: Recommendation that the General Manager be authorized to execute a purchase agreement with Jason Hagen in the amount of \$24,000 for an area containing 2.024 acres of land for the Missouri River R613/R616 Levee Improvement Project, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.

i. Paddington-Wilson, LLC- R-616 Tract 9- Recommendation that the General Manager be authorized to execute a permanent easement purchase agreement with Paddington Wilson, L.L.C., a Nebraska limited liability company, in the amount of \$15,720 for an area containing 1.309 acres of land for the Missouri River R613/R616 Levee Improvement Project, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.

j. Dowd Grain Company, Inc. et al – R-616 Tract 35: Recommendation that the General Manager be authorized to execute a purchase agreement with Dowd Grain Company, Inc. et al in the amount of \$41,000 for an area containing 0.833 acres of land for the Missouri River R613/R616 Levee Improvement Project, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.

k. Condemnation filings for the Missouri River R613/R616 Levee Improvement Project: Recommendation that the Board authorize District Legal Counsel to initiate the filing of a petition in the County Court of Sarpy County, Nebraska, on behalf of the District, pursuant to the procedures governing eminent domain provided by Neb. Rev. Stat. § 76-701, et seq., for the appointment of appraisers to ascertain and determine the damages that will be sustained by the following landowners:

- PCS Nitrogen Fertilizer LP/Nutrien, Ltd.- R-613 Tracts 6, 7
- PCS Nitrogen Fertilizer LP/Nutrien, Ltd.- R-613 Tract 8
- Horse Creek Farms- R-613 Tract 15
- 1904 Farm, LLC et al- R-613 Tract 18
- 1904 Farm, LLC- R-613 Tract 19
- Pete Ciacco- R-613 Tracts 29-30
- Eric S. Dawson- R-616 Tracts 13-15

from the District’s acquisition of the necessary land right for the Missouri River R613/R616 Levee Improvement Project; and that the following resolutions be adopted:

### **RESOLUTION**

WHEREAS, the Papio-Missouri River Natural Resources District (“the DISTRICT”) has plans to construct, modify and improve the Missouri River R-613 and R-616/613 Levees (the “PROJECT”) in Sarpy County, Nebraska as the local sponsor of Levees R-613 and R-616/613; and,

WHEREAS, the PROJECT was and continues to be a plan, facility, work and program within the contemplation of Neb. Rev. Stat. § 2-3229, which provides as follows, to-wit:

**2-3229 Districts; purposes.** The purposes of natural resources districts shall be to develop and execute, through the exercise of powers and authorities granted by law, plans, facilities, works, and programs relating to (1) erosion prevention and control, (2) prevention of damages from flood water and sediment, (3) flood prevention and control, (4) soil conservation, (5) water supply for any beneficial uses, (6) development, management, utilization, and conservation of ground water and surface water, (7) pollution control, (8) solid waste disposal and sanitary drainage, (9) drainage improvement and channel rectification, (10) development and management of fish and wildlife habitat, (11) development and management of recreational and park facilities, and (12) forestry and range management.

and,

WHEREAS, the Board of Directors of the DISTRICT does hereby find and determine as follows, to-wit:

A. The PROJECT is reasonable and feasible and is and will be of predominantly general benefit to the DISTRICT, with only incidental special benefit, within the contemplation of Neb. Rev. Stat. § 2-3252; and, the PROJECT will be carried out with any available funds of the DISTRICT; and,

B. The DISTRICT has identified certain permanent easements (hereinafter referred to as the "PERMANENT EASEMENTS"), hereinafter described, in, on, over and across lands owned by PCS Nitrogen Fertilizer Limited Partnership, a Delaware limited partnership ("CONDEMNNEES") part of Gov. Lot 1, Gov. Lot 2 and Lot 4; together with part of N1/2SE1/4 and part of N1/2 SW1/4 all in Section 25, T13, R13 and Tax Lot 1 of Gov. Lot 1, Section 31, T13, R14 of Sarpy County, Nebraska, that are necessary for the PROJECT; and,

C. The DISTRICT previously negotiated in good faith with CONDEMNNEES in that: the DISTRICT offered to CONDEMNNEES an amount of money equal to the full fair market value of the appraised damages that would be sustained by CONDEMNNEES as a result of the DISTRICT'S acquisition of the EASEMENTS; and, the DISTRICT'S representatives made reasonable efforts to induce CONDEMNNEES to accept the DISTRICT'S offer, but such offer was rejected by CONDEMNNEES, through a counteroffer that significantly exceeded the appraised damages presented to the DISTRICT, leaving the negotiations at an impasse.

D. Economic and physical feasibility necessitates that the PROJECT be constructed in the location of the PERMANENT EASEMENTS.

E. Approvals by other agencies of this action are not required; and,

F. It is necessary that the DISTRICT exercise the right of eminent domain, granted to it by Neb. Rev. Stat. § 2-3234, in order to acquire for the PROJECT the PERMANENT EASEMENTS, evidenced and legally described in Exhibits A-1 and A-2 ("Easement Area"), conditioned as follows, to-wit:

(i) the District and its successors and assigns, shall have the permanent, full, and free right, liberty and authority to enter upon and use the Easement Area for the construction, operation and maintenance, repair and replacement of a flood control levee, and appurtenances along the Papillion Creek, Missouri River, and Platte River to reduce flooding, including, without limitation: clearing and snagging trees, brush, and other debris; construction, replacement, and repair of flood walls, flood barrier and storm water drainage structures (including, but not limited to relief wells);

borrow and fill of earthen materials; flowage of waters and sediment; and, for pedestrian, vehicular and machine ingress and egress, including, without limitation, the right to have the air space above the Easement Area free from obstruction to such height as will permit passage and operation of machinery, all subject to the following:

1. There is reserved to the landowner, and its successors and assigns, the right and privilege to use the Easement Area at any time, in any manner and for any purpose not inconsistent with the full use by the District, its successors and assigns, of the rights herein granted; provided, however, no structures shall be erected, nor shall any other excavation, filling, or boring, nor any dumping or storage of personal property, be performed or permitted, nor any agricultural products or crops grown in the Easement Area without the prior written consent of the District, or its successors or assigns. In the event the landowner has property on either side of the Easement Area, the District will construct ramps sufficient to allow Landowner access and there shall be no severance of the landowner's property.
2. The landowner shall not be responsible for operation or maintenance of any of the improvements contemplated by this easement.
3. This Easement shall not be construed to pass to the District any fee simple interest or title to the Easement Area.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the DISTRICT that the foregoing findings and determinations should be and are hereby made and adopted; and that, in the absence of voluntary conveyances of the PERMANENT EASEMENTS, the DISTRICT'S Legal Counsel should be, and is hereby, authorized and directed to initiate the filing of a petition in the County Court of Sarpy County, Nebraska, on behalf of the DISTRICT, pursuant to the procedures governing eminent domain provided by Neb. Rev. Stat. § 76-701, et seq., for the appointment of appraisers to ascertain and determine the damages that will be sustained by the respective landowners from the DISTRICT'S acquisition of the PERMANENT EASEMENTS.

## **RESOLUTION**

WHEREAS, the Papio-Missouri River Natural Resources District ("the DISTRICT") has plans to construct, modify and improve the Missouri River R-613 and R-616/613 Levees (the "PROJECT") in Sarpy County, Nebraska as the local sponsor of Levees R-613 and R-616/613; and,

WHEREAS, the PROJECT was and continues to be a plan, facility, work and program within the contemplation of Neb. Rev. Stat. § 2-3229, which provides as follows, to-wit:

**2-3229 Districts; purposes.** The purposes of natural resources districts shall be to develop and execute, through the exercise of powers and authorities granted by law, plans, facilities, works, and programs relating to (1) erosion prevention and control, (2) prevention of damages from flood water and sediment, (3) flood prevention and control, (4) soil conservation, (5) water supply for any beneficial uses, (6) development, management, utilization, and conservation of ground water and surface water, (7) pollution control, (8) solid waste disposal and sanitary drainage, (9) drainage improvement and channel rectification, (10) development and management of fish and wildlife habitat, (11) development and management of recreational and park facilities, and (12) forestry and range management.

and,

WHEREAS, the Board of Directors of the DISTRICT does hereby find and determine as follows, to-wit:

A. The PROJECT is reasonable and feasible and is and will be of predominantly general benefit to the DISTRICT, with only incidental special benefit, within the contemplation of Neb. Rev. Stat. § 2-3252; and, the PROJECT will be carried out with any available funds of the DISTRICT; and,

B. The DISTRICT has identified certain permanent easements (hereinafter referred to as the "PERMANENT EASEMENTS"), hereinafter described, in, on, over and across lands owned by Arcadian Fertilizer, LP, a Delaware limited partnership, now owned by PCS Nitrogen Fertilizer Limited Partnership, a Delaware limited partnership ("CONDEMNNEES") in the SW 1/4 of lying west of the Missouri River, Section 30, T13, R 14 of Sarpy County, Nebraska, that are necessary for the PROJECT; and,

C. The DISTRICT previously negotiated in good faith with CONDEMNNEES in that: the DISTRICT offered to CONDEMNNEES an amount of money equal to the full fair market value of the appraised damages that would be sustained by CONDEMNNEES as a result of the DISTRICT'S acquisition of the EASEMENTS; and, the DISTRICT'S representatives made reasonable efforts to induce CONDEMNNEES to accept the DISTRICT'S offer, but such offer was rejected by CONDEMNNEES, through a counteroffer that significantly exceeded the appraised damages presented to the DISTRICT, leaving the negotiations at an impasse.

D. Economic and physical feasibility necessitates that the PROJECT be constructed in the location of the PERMANENT EASEMENTS.

E. Approvals by other agencies of this action are not required; and,

F. It is necessary that the DISTRICT exercise the right of eminent domain, granted to it by Neb. Rev. Stat. § 2-3234, in order to acquire for the PROJECT the PERMANENT EASEMENTS, evidenced and legally described in Exhibit A-3 ("Easement Area"), conditioned as follows, to-wit:

(i) the District and its successors and assigns, shall have the permanent, full, and free right, liberty and authority to enter upon and use the Easement Area for the construction, operation and maintenance, repair and replacement of a flood control levee, and appurtenances along the Papillion Creek, Missouri River, and Platte River to reduce flooding, including, without limitation: clearing and snagging trees, brush, and other debris; construction, replacement, and repair of flood walls, flood barrier and storm water drainage structures (including, but not limited to relief wells); borrow and fill of earthen materials; flowage of waters and sediment; and, for pedestrian, vehicular and machine ingress and egress, including, without limitation, the right to have the air space above the Easement Area free from obstruction to such height as will permit passage and operation of machinery, all subject to the following:

1. There is reserved to the landowner, and its successors and assigns, the right and privilege to use the Easement Area at any time, in any manner and for any purpose not inconsistent with the full use by the District, its successors and assigns, of the rights herein granted; provided, however, no structures shall be erected, nor shall any other excavation, filling, or boring, nor any dumping or storage of personal

property, be performed or permitted, nor any agricultural products or crops grown in the Easement Area without the prior written consent of the District, or its successors or assigns. In the event the landowner has property on either side of the Easement Area, the District will construct ramps sufficient to allow Landowner access and there shall be no severance of the landowner's property.

2. The landowner shall not be responsible for operation or maintenance of any of the improvements contemplated by this easement.
3. This Easement shall not be construed to pass to the District any fee simple interest or title to the Easement Area.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the DISTRICT that the foregoing findings and determinations should be and are hereby made and adopted; and that, in the absence of voluntary conveyances of the PERMANENT EASEMENTS, the DISTRICT'S Legal Counsel should be, and is hereby, authorized and directed to initiate the filing of a petition in the County Court of Sarpy County, Nebraska, on behalf of the DISTRICT, pursuant to the procedures governing eminent domain provided by Neb. Rev. Stat. § 76-701, et seq., for the appointment of appraisers to ascertain and determine the damages that will be sustained by the respective landowners from the DISTRICT'S acquisition of the PERMANENT EASEMENTS.

## RESOLUTION

WHEREAS, the Papio-Missouri River Natural Resources District ("the DISTRICT") has plans to construct, modify and improve the Missouri River R-613 and R-616/613 Levees (the "PROJECT") in Sarpy County, Nebraska as the local sponsor of Levees R-613 and R-616/613; and,

WHEREAS, the PROJECT was and continues to be a plan, facility, work and program within the contemplation of Neb. Rev. Stat. § 2-3229, which provides as follows, to-wit:

**2-3229 Districts; purposes.** The purposes of natural resources districts shall be to develop and execute, through the exercise of powers and authorities granted by law, plans, facilities, works, and programs relating to (1) erosion prevention and control, (2) prevention of damages from flood water and sediment, (3) flood prevention and control, (4) soil conservation, (5) water supply for any beneficial uses, (6) development, management, utilization, and conservation of ground water and surface water, (7) pollution control, (8) solid waste disposal and sanitary drainage, (9) drainage improvement and channel rectification, (10) development and management of fish and wildlife habitat, (11) development and management of recreational and park facilities, and (12) forestry and range management.

and,

WHEREAS, the Board of Directors of the DISTRICT does hereby find and determine as follows, to-wit:

A. The PROJECT is reasonable and feasible and is and will be of predominantly general benefit to the DISTRICT, with only incidental special benefit, within the contemplation of



Neb. Rev. Stat. § 2-3252; and, the PROJECT will be carried out with any available funds of the DISTRICT; and,

B. The DISTRICT has identified certain permanent easements (hereinafter referred to as the “PERMANENT EASEMENTS”), hereinafter described, in, on, over and across lands owned by Horse Creek Farms, a Colorado Partnership (“CONDEMNNEES”) in Tax Lot 7 located in the SE1/4 and Tax Lot 12 located in the SW1/4 all in Section 24, T13N, R 13 of Sarpy County, Nebraska, that are necessary for the PROJECT; and,

C. The DISTRICT previously negotiated in good faith with CONDEMNNEES in that: the DISTRICT offered to CONDEMNNEES an amount of money equal to the full fair market value of the appraised damages that would be sustained by CONDEMNNEES as a result of the DISTRICT’S acquisition of the EASEMENTS; and, the DISTRICT’S representatives made reasonable efforts to induce CONDEMNNEES to accept the DISTRICT’S offer, but such offer was implicitly rejected by CONDEMNNEES, by not providing any counteroffer within a reasonable time, leaving the negotiations at an impasse.

D. Economic and physical feasibility necessitates that the PROJECT be constructed in the location of the PERMANENT EASEMENTS.

E. Approvals by other agencies of this action are not required; and,

F. It is necessary that the DISTRICT exercise the right of eminent domain, granted to it by Neb. Rev. Stat. § 2-3234, in order to acquire for the PROJECT the PERMANENT EASEMENTS, evidenced and legally described in Exhibit A-4 (“Easement Area”), conditioned as follows, to-wit:

(i) the District and its successors and assigns, shall have the permanent, full, and free right, liberty and authority to enter upon and use the Easement Area for the construction, operation and maintenance, repair and replacement of a flood control levee, and appurtenances along the Papillion Creek, Missouri River, and Platte River to reduce flooding, including, without limitation: clearing and snagging trees, brush, and other debris; construction, replacement, and repair of flood walls, flood barrier and storm water drainage structures (including, but not limited to relief wells); borrow and fill of earthen materials; flowage of waters and sediment; and, for pedestrian, vehicular and machine ingress and egress, including, without limitation, the right to have the air space above the Easement Area free from obstruction to such height as will permit passage and operation of machinery, all subject to the following:

1. There is reserved to the landowner, and its successors and assigns, the right and privilege to use the Easement Area at any time, in any manner and for any purpose not inconsistent with the full use by the District, its successors and assigns, of the rights herein granted; provided, however, no structures shall be erected, nor shall any other excavation, filling, or boring, nor any dumping or storage of personal property, be performed or permitted, nor any agricultural products or crops grown in the Easement Area without the prior written consent of the District, or its successors or assigns. In the event the landowner has property on either side of the Easement Area, the District will construct ramps sufficient to allow Landowner access and there shall be no severance of the landowner’s property.

2. The landowner shall not be responsible for operation or maintenance of any of the improvements contemplated by this easement.
3. This Easement shall not be construed to pass to the District any fee simple interest or title to the Easement Area.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the DISTRICT that the foregoing findings and determinations should be and are hereby made and adopted; and that, in the absence of voluntary conveyances of the PERMANENT EASEMENTS, the DISTRICT'S Legal Counsel should be, and is hereby, authorized and directed to initiate the filing of a petition in the County Court of Sarpy County, Nebraska, on behalf of the DISTRICT, pursuant to the procedures governing eminent domain provided by Neb. Rev. Stat. § 76-701, et seq., for the appointment of appraisers to ascertain and determine the damages that will be sustained by the respective landowners from the DISTRICT'S acquisition of the PERMANENT EASEMENTS.

### RESOLUTION

WHEREAS, the Papio-Missouri River Natural Resources District ("the DISTRICT") has plans to construct, modify and improve the Missouri River R-613 and R-616/613 Levees (the "PROJECT") in Sarpy County, Nebraska as the local sponsor of Levees R-613 and R-616/613; and,

WHEREAS, the PROJECT was and continues to be a plan, facility, work and program within the contemplation of Neb. Rev. Stat. § 2-3229, which provides as follows, to-wit:

**2-3229 Districts; purposes.** The purposes of natural resources districts shall be to develop and execute, through the exercise of powers and authorities granted by law, plans, facilities, works, and programs relating to (1) erosion prevention and control, (2) prevention of damages from flood water and sediment, (3) flood prevention and control, (4) soil conservation, (5) water supply for any beneficial uses, (6) development, management, utilization, and conservation of ground water and surface water, (7) pollution control, (8) solid waste disposal and sanitary drainage, (9) drainage improvement and channel rectification, (10) development and management of fish and wildlife habitat, (11) development and management of recreational and park facilities, and (12) forestry and range management.

and,

WHEREAS, the Board of Directors of the DISTRICT does hereby find and determine as follows, to-wit:

A. The PROJECT is reasonable and feasible and is and will be of predominantly general benefit to the DISTRICT, with only incidental special benefit, within the contemplation of Neb. Rev. Stat. § 2-3252; and, the PROJECT will be carried out with any available funds of the DISTRICT; and,

B. The DISTRICT has identified certain permanent easements (hereinafter referred to as the "PERMANENT EASEMENTS"), hereinafter described, in, on, over and across lands owned by 1904 Farm, LLC, a Nebraska limited liability company, as to 50% interest, Farmer's Daughter, L.L.C., a Nebraska limited liability company, as to a 25% interest, and Whiske Farms, L.L.C., a Nebraska limited liability company, as to a 25% interest ("CONDEMNNEES") in N1/2 of SE1/4

and Tax Lots 16B and 5B, Section 24, T13N, R 13 of Sarpy County, Nebraska, that are necessary for the PROJECT; and,

C. The DISTRICT previously negotiated in good faith with CONDEMNNEES in that: the DISTRICT offered to CONDEMNNEES an amount of money equal to the full fair market value of the appraised damages that would be sustained by CONDEMNNEES as a result of the DISTRICT'S acquisition of the EASEMENTS; and, the DISTRICT'S representatives made reasonable efforts to induce CONDEMNNEES to accept the DISTRICT'S offer, but such offer was rejected by CONDEMNNEES, through a counteroffer that significantly exceeded the appraised damages presented to the DISTRICT, leaving the negotiations at an impasse.

D. Economic and physical feasibility necessitates that the PROJECT be constructed in the location of the PERMANENT EASEMENTS.

E. Approvals by other agencies of this action are not required; and,

F. It is necessary that the DISTRICT exercise the right of eminent domain, granted to it by Neb. Rev. Stat. § 2-3234, in order to acquire for the PROJECT the PERMANENT EASEMENTS, evidenced and legally described in Exhibit A-5 ("Easement Area"), conditioned as follows, to-wit:

(i) the District and its successors and assigns, shall have the permanent, full, and free right, liberty and authority to enter upon and use the Easement Area for the construction, operation and maintenance, repair and replacement of a flood control levee, and appurtenances along the Papillion Creek, Missouri River, and Platte River to reduce flooding, including, without limitation: clearing and snagging trees, brush, and other debris; construction, replacement, and repair of flood walls, flood barrier and storm water drainage structures (including, but not limited to relief wells); borrow and fill of earthen materials; flowage of waters and sediment; and, for pedestrian, vehicular and machine ingress and egress, including, without limitation, the right to have the air space above the Easement Area free from obstruction to such height as will permit passage and operation of machinery, all subject to the following:

1. There is reserved to the landowner, and its successors and assigns, the right and privilege to use the Easement Area at any time, in any manner and for any purpose not inconsistent with the full use by the District, its successors and assigns, of the rights herein granted; provided, however, no structures shall be erected, nor shall any other excavation, filling, or boring, nor any dumping or storage of personal property, be performed or permitted, nor any agricultural products or crops grown in the Easement Area without the prior written consent of the District, or its successors or assigns. In the event the landowner has property on either side of the Easement Area, the District will construct ramps sufficient to allow Landowner access and there shall be no severance of the landowner's property.
2. The landowner shall not be responsible for operation or maintenance of any of the improvements contemplated by this easement.
3. This Easement shall not be construed to pass to the District any fee simple interest or title to the Easement Area.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the DISTRICT

that the foregoing findings and determinations should be and are hereby made and adopted; and that, in the absence of voluntary conveyances of the PERMANENT EASEMENTS, the DISTRICT'S Legal Counsel should be, and is hereby, authorized and directed to initiate the filing of a petition in the County Court of Sarpy County, Nebraska, on behalf of the DISTRICT, pursuant to the procedures governing eminent domain provided by Neb. Rev. Stat. § 76-701, et seq., for the appointment of appraisers to ascertain and determine the damages that will be sustained by the respective landowners from the DISTRICT'S acquisition of the PERMANENT EASEMENTS.

## RESOLUTION

WHEREAS, the Papio-Missouri River Natural Resources District ("the DISTRICT") has plans to construct, modify and improve the Missouri River R-613 and R-616/613 Levees (the "PROJECT") in Sarpy County, Nebraska as the local sponsor of Levees R-613 and R-616/613; and,

WHEREAS, the PROJECT was and continues to be a plan, facility, work and program within the contemplation of Neb. Rev. Stat. § 2-3229, which provides as follows, to-wit:

**2-3229 Districts; purposes.** The purposes of natural resources districts shall be to develop and execute, through the exercise of powers and authorities granted by law, plans, facilities, works, and programs relating to (1) erosion prevention and control, (2) prevention of damages from flood water and sediment, (3) flood prevention and control, (4) soil conservation, (5) water supply for any beneficial uses, (6) development, management, utilization, and conservation of ground water and surface water, (7) pollution control, (8) solid waste disposal and sanitary drainage, (9) drainage improvement and channel rectification, (10) development and management of fish and wildlife habitat, (11) development and management of recreational and park facilities, and (12) forestry and range management.

and,

WHEREAS, the Board of Directors of the DISTRICT does hereby find and determine as follows, to-wit:

A. The PROJECT is reasonable and feasible and is and will be of predominantly general benefit to the DISTRICT, with only incidental special benefit, within the contemplation of Neb. Rev. Stat. § 2-3252; and, the PROJECT will be carried out with any available funds of the DISTRICT; and,

B. The DISTRICT has identified certain permanent easements (hereinafter referred to as the "PERMANENT EASEMENTS"), hereinafter described, in, on, over and across lands owned by 1904 Farm, LLC, a Nebraska limited liability company ("CONDEMNNEES") in Tax Lot 3 in the S1/2 SE1/4 Section 14, T13N, R 13 of Sarpy County, Nebraska, that are necessary for the PROJECT; and,

C. The DISTRICT previously negotiated in good faith with CONDEMNNEES in that: the DISTRICT offered to CONDEMNNEES an amount of money equal to the full fair market value of the appraised damages that would be sustained by CONDEMNNEES as a result of the DISTRICT'S acquisition of the EASEMENTS; and, the DISTRICT'S representatives made reasonable efforts to induce CONDEMNNEES to accept the DISTRICT'S offer, but such offer was

rejected by CONDEMNNEES, through a counteroffer that significantly exceeded the appraised damages presented to the DISTRICT, leaving the negotiations at an impasse.

D. Economic and physical feasibility necessitates that the PROJECT be constructed in the location of the PERMANENT EASEMENTS.

E. Approvals by other agencies of this action are not required; and,

F. It is necessary that the DISTRICT exercise the right of eminent domain, granted to it by Neb. Rev. Stat. § 2-3234, in order to acquire for the PROJECT the PERMANENT EASEMENTS, evidenced and legally described in Exhibit A-6 (“Easement Area”), conditioned as follows, to-wit:

(i) the District and its successors and assigns, shall have the permanent, full, and free right, liberty and authority to enter upon and use the Easement Area for the construction, operation and maintenance, repair and replacement of a flood control levee, and appurtenances along the Papillion Creek, Missouri River, and Platte River to reduce flooding, including, without limitation: clearing and snagging trees, brush, and other debris; construction, replacement, and repair of flood walls, flood barrier and storm water drainage structures (including, but not limited to relief wells); borrow and fill of earthen materials; flowage of waters and sediment; and, for pedestrian, vehicular and machine ingress and egress, including, without limitation, the right to have the air space above the Easement Area free from obstruction to such height as will permit passage and operation of machinery, all subject to the following:

1. There is reserved to the landowner, and its successors and assigns, the right and privilege to use the Easement Area at any time, in any manner and for any purpose not inconsistent with the full use by the District, its successors and assigns, of the rights herein granted; provided, however, no structures shall be erected, nor shall any other excavation, filling, or boring, nor any dumping or storage of personal property, be performed or permitted, nor any agricultural products or crops grown in the Easement Area without the prior written consent of the District, or its successors or assigns. In the event the landowner has property on either side of the Easement Area, the District will construct ramps sufficient to allow Landowner access and there shall be no severance of the landowner’s property.
2. The landowner shall not be responsible for operation or maintenance of any of the improvements contemplated by this easement.
3. This Easement shall not be construed to pass to the District any fee simple interest or title to the Easement Area.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the DISTRICT that the foregoing findings and determinations should be and are hereby made and adopted; and that, in the absence of voluntary conveyances of the PERMANENT EASEMENTS, the DISTRICT’S Legal Counsel should be, and is hereby, authorized and directed to initiate the filing of a petition in the County Court of Sarpy County, Nebraska, on behalf of the DISTRICT, pursuant to the procedures governing eminent domain provided by Neb. Rev. Stat. § 76-701, et seq., for the appointment of appraisers to ascertain and determine the damages that will be sustained by the respective landowners from the DISTRICT’S acquisition of the PERMANENT EASEMENTS.

## RESOLUTION

WHEREAS, the Papio-Missouri River Natural Resources District (“the DISTRICT”) has plans to construct, modify and improve the Missouri River R-613 and R-616/613 Levees (the “PROJECT”) in Sarpy County, Nebraska as the local sponsor of Levees R-613 and R-616/613; and,

WHEREAS, the PROJECT was and continues to be a plan, facility, work and program within the contemplation of Neb. Rev. Stat. § 2-3229, which provides as follows, to-wit:

**2-3229 Districts; purposes.** The purposes of natural resources districts shall be to develop and execute, through the exercise of powers and authorities granted by law, plans, facilities, works, and programs relating to (1) erosion prevention and control, (2) prevention of damages from flood water and sediment, (3) flood prevention and control, (4) soil conservation, (5) water supply for any beneficial uses, (6) development, management, utilization, and conservation of ground water and surface water, (7) pollution control, (8) solid waste disposal and sanitary drainage, (9) drainage improvement and channel rectification, (10) development and management of fish and wildlife habitat, (11) development and management of recreational and park facilities, and (12) forestry and range management.

and,

WHEREAS, the Board of Directors of the DISTRICT does hereby find and determine as follows, to-wit:

A. The PROJECT is reasonable and feasible and is and will be of predominantly general benefit to the DISTRICT, with only incidental special benefit, within the contemplation of Neb. Rev. Stat. § 2-3252; and, the PROJECT will be carried out with any available funds of the DISTRICT; and,

B. The DISTRICT has identified certain permanent easements (hereinafter referred to as the “PERMANENT EASEMENTS”), hereinafter described, in, on, over and across lands owned by Pete Ciaccio, also known as Peter Ciaccio, Trustee, or his Successor in Trust, Under the Ciaccio Living Trust Dated June 1, 2007 (“CONDEMNNEES”) in Tax Lot 14: Lots 12B & 13C in Butterfields Sub., Section 10, T13N, R 13 of Sarpy County, Nebraska, that are necessary for the PROJECT; and,

C. The DISTRICT previously negotiated in good faith with CONDEMNNEES in that: the DISTRICT offered to CONDEMNNEES an amount of money equal to the full fair market value of the appraised damages that would be sustained by CONDEMNNEES as a result of the DISTRICT’S acquisition of the EASEMENTS; and, the DISTRICT’S representatives made reasonable efforts to induce CONDEMNNEES to accept the DISTRICT’S offer, but such offer was rejected by CONDEMNNEES, through a counteroffer that significantly exceeded the appraised damages presented to the DISTRICT, leaving the negotiations at an impasse.

D. Economic and physical feasibility necessitates that the PROJECT be constructed in the location of the PERMANENT EASEMENTS.

E. Approvals by other agencies of this action are not required; and,

F. It is necessary that the DISTRICT exercise the right of eminent domain, granted to it by Neb. Rev. Stat. § 2-3234, in order to acquire for the PROJECT the PERMANENT EASEMENTS, evidenced and legally described in Exhibit A-7 and A-8 (“Easement Area”), conditioned as follows, to-wit:

(i) the District and its successors and assigns, shall have the permanent, full, and free right, liberty and authority to enter upon and use the Easement Area for the construction, operation and maintenance, repair and replacement of a flood control levee, and appurtenances along the Papillion Creek, Missouri River, and Platte River to reduce flooding, including, without limitation: clearing and snagging trees, brush, and other debris; construction, replacement, and repair of flood walls, flood barrier and storm water drainage structures (including, but not limited to relief wells); borrow and fill of earthen materials; flowage of waters and sediment; and, for pedestrian, vehicular and machine ingress and egress, including, without limitation, the right to have the air space above the Easement Area free from obstruction to such height as will permit passage and operation of machinery, all subject to the following:

1. There is reserved to the landowner, and its successors and assigns, the right and privilege to use the Easement Area at any time, in any manner and for any purpose not inconsistent with the full use by the District, its successors and assigns, of the rights herein granted; provided, however, no structures shall be erected, nor shall any other excavation, filling, or boring, nor any dumping or storage of personal property, be performed or permitted, nor any agricultural products or crops grown in the Easement Area without the prior written consent of the District, or its successors or assigns. In the event the landowner has property on either side of the Easement Area, the District will construct ramps sufficient to allow Landowner access and there shall be no severance of the landowner’s property.
2. The landowner shall not be responsible for operation or maintenance of any of the improvements contemplated by this easement.
3. This Easement shall not be construed to pass to the District any fee simple interest or title to the Easement Area.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the DISTRICT that the foregoing findings and determinations should be and are hereby made and adopted; and that, in the absence of voluntary conveyances of the PERMANENT EASEMENTS, the DISTRICT’S Legal Counsel should be, and is hereby, authorized and directed to initiate the filing of a petition in the County Court of Sarpy County, Nebraska, on behalf of the DISTRICT, pursuant to the procedures governing eminent domain provided by Neb. Rev. Stat. § 76-701, et seq., for the appointment of appraisers to ascertain and determine the damages that will be sustained by the respective landowners from the DISTRICT’S acquisition of the PERMANENT EASEMENTS.

### **RESOLUTION**

WHEREAS, the Papio-Missouri River Natural Resources District (“the DISTRICT”) has plans to construct, modify and improve the Missouri River R-613 and R-616/613 Levees (the “PROJECT”) in Sarpy County, Nebraska as the local sponsor of Levees R-613 and R-616/613; and,

WHEREAS, the PROJECT was and continues to be a plan, facility, work and program within the contemplation of Neb. Rev. Stat. § 2-3229, which provides as follows, to-wit:

**2-3229 Districts; purposes.** The purposes of natural resources districts shall be to develop and execute, through the exercise of powers and authorities granted by law, plans, facilities, works, and programs relating to (1) erosion prevention and control, (2) prevention of damages from flood water and sediment, (3) flood prevention and control, (4) soil conservation, (5) water supply for any beneficial uses, (6) development, management, utilization, and conservation of ground water and surface water, (7) pollution control, (8) solid waste disposal and sanitary drainage, (9) drainage improvement and channel rectification, (10) development and management of fish and wildlife habitat, (11) development and management of recreational and park facilities, and (12) forestry and range management.

and,

WHEREAS, the Board of Directors of the DISTRICT does hereby find and determine as follows, to-wit:

A. The PROJECT is reasonable and feasible and is and will be of predominantly general benefit to the DISTRICT, with only incidental special benefit, within the contemplation of Neb. Rev. Stat. § 2-3252; and, the PROJECT will be carried out with any available funds of the DISTRICT; and,

B. The DISTRICT has identified certain permanent easements (hereinafter referred to as the “PERMANENT EASEMENTS”), hereinafter described, in, on, over and across lands owned by Eric S. Dawson (“CONDEMNNEES”) part of S1/2 SE1/4, lying west of the NRD Dike in Section 6, T13N, R14 and Tax Lot 5B , part of Tax Lot 5A lying east of the railroad in Section 6, T13N, R14, and part of Tax Lot 14 in NE1/4 of Section 7 T13N, R14 of Sarpy County, Nebraska, that are necessary for the PROJECT; and,

C. The DISTRICT previously negotiated in good faith with CONDEMNNEES in that: the DISTRICT offered to CONDEMNNEES an amount of money equal to the full fair market value of the appraised damages that would be sustained by CONDEMNNEES as a result of the DISTRICT’S acquisition of the EASEMENTS; and, the DISTRICT’S representatives made reasonable efforts to induce CONDEMNNEES to accept the DISTRICT’S offer, but such offer was rejected by CONDEMNNEES, through a counteroffer that significantly exceeded the appraised damages presented to the DISTRICT, leaving the negotiations at an impasse.

D. Economic and physical feasibility necessitates that the PROJECT be constructed in the location of the PERMANENT EASEMENTS.

E. Approvals by other agencies of this action are not required; and,

F. It is necessary that the DISTRICT exercise the right of eminent domain, granted to it by Neb. Rev. Stat. § 2-3234, in order to acquire for the PROJECT the PERMANENT EASEMENTS, evidenced and legally described in Exhibit A-9, A-10 and A-11 (“Easement Area”), conditioned as follows, to-wit:

(i) the District and its successors and assigns, shall have the permanent, full, and free right, liberty and authority to enter upon and use the Easement Area for the construction, operation



and maintenance, repair and replacement of a flood control levee, and appurtenances along the Papillion Creek, Missouri River, and Platte River to reduce flooding, including, without limitation: clearing and snagging trees, brush, and other debris; construction, replacement, and repair of flood walls, flood barrier and storm water drainage structures (including, but not limited to relief wells); borrow and fill of earthen materials; flowage of waters and sediment; and, for pedestrian, vehicular and machine ingress and egress, including, without limitation, the right to have the air space above the Easement Area free from obstruction to such height as will permit passage and operation of machinery, all subject to the following:

1. There is reserved to the landowner, and its successors and assigns, the right and privilege to use the Easement Area at any time, in any manner and for any purpose not inconsistent with the full use by the District, its successors and assigns, of the rights herein granted; provided, however, no structures shall be erected, nor shall any other excavation, filling, or boring, nor any dumping or storage of personal property, be performed or permitted, nor any agricultural products or crops grown in the Easement Area without the prior written consent of the District, or its successors or assigns. In the event the landowner has property on either side of the Easement Area, the District will construct ramps sufficient to allow Landowner access and there shall be no severance of the landowner's property.
2. The landowner shall not be responsible for operation or maintenance of any of the improvements contemplated by this easement.
3. This Easement shall not be construed to pass to the District any fee simple interest or title to the Easement Area.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the DISTRICT that the foregoing findings and determinations should be and are hereby made and adopted; and that, in the absence of voluntary conveyances of the PERMANENT EASEMENTS, the DISTRICT'S Legal Counsel should be, and is hereby, authorized and directed to initiate the filing of a petition in the County Court of Sarpy County, Nebraska, on behalf of the DISTRICT, pursuant to the procedures governing eminent domain provided by Neb. Rev. Stat. § 76-701, et seq., for the appointment of appraisers to ascertain and determine the damages that will be sustained by the respective landowners from the DISTRICT'S acquisition of the PERMANENT EASEMENTS.

3. Expense Claim Reimbursement for Director Gruenewald: No action was taken by the Subcommittee.

### **\*Agenda Item 11. A.-J. – Treasurer's Report**

**BE IT RESOLVED** that the Treasurer is authorized to expend general funds to pay: (1) claims listed in the November 2018 financial report; and, (2) any claims made prior to the next Board meeting for (a) earned salaries of District employees, (b) withholding taxes, (c) social security payments, (d) retirement program contributions, (e) utilities, (f) registration fees and expenses for upcoming meetings and conferences, (g) certified completed CAP and Special Project Area applications, (h) invoices which offer a credit or discount for payment made prior to the next Board meeting, (i) postage, and, (j) building and grounds contract expenses.

**BE IT FURTHER RESOLVED** that the Treasurer is authorized to pay, from the respective operating accounts of the Washington County, Dakota County, and Thurston County Water Supply

System, the Elkhorn Breakout Project, the Elkhorn River Stabilization Project, the Elk/Pigeon Creek Drainage Project, the Western Sarpy Drainage Project, the Papillion Creek Watershed Partnership, and the Southern Sarpy Watershed Partnership project bills listed on the November 2018 financial report, and future claims for project utilities.

**BE IT FURTHER RESOLVED** that the financial reports be affixed to and made a part of the minutes.

**\*Agenda Item 12. – Take from the Table and Consideration of Amendments to District Policies proposed at the Board of Directors Meeting on November 8, 2018:**

- 16.9 District Property-Donation Recognition
- 9.3 PPO Subcommittee-Jurisdiction

BE IT FURTHER RESOLVED that such amendments are hereby adopted and ordered to be incorporated in the District's Policy Manual.

**\*Agenda Item 14. – General Manager's Report**

BE IT RESOLVED that at the discretion of the General Manager, December 24, 2018 and December 31, 2018 be designated as a holiday(s) for Papio-Missouri River NRD employees.