

MEMORANDUM

TO: Programs, Projects, and Operations Subcommittee
FROM: Eric Williams, Natural Resources Planner
DATE: August 6, 2020
SUBJECT: First Amendment to Omaha Beltline Trail Project Interlocal Agreement

In October 2019, the District approved an Interlocal Agreement to design, develop, construct, operate and maintain the Omaha Beltline Trail (see attached). This project is generally located from Hamilton Street at Military Ave, to 31st and Sprague Street. The agreement was approved by the City of Omaha. A third party was listed on the original agreement, the Omaha Municipal Land Bank, but due to changing priorities by the Land Bank, new staff, and concerns about future operations, the agreement was not approved nor signed by the Land Bank.

District staff have continued to work to find a way for this project to move forward, and the City of Omaha has continued to support these efforts. In order for the District and Omaha to carry out work specified under the terms of the agreement, the document needs to be fully executed by all parties. The Land Bank has notified the District that a Resolution covering substantially similar terms to the language of the original agreement will be presented to the Board of the Land Bank, and through conversations with the Board during recent public meetings they have expressed support for the project to move forward.

The attached First Amendment adjusts the terms of the Interlocal Agreement to list the parties as the District, and the City of Omaha. Following approval of the amendment to the agreement, and approval of the Resolution by the Land Bank, District staff will continue work on the land rights for the project as a time critical step, as well as design for phases of the trail based on the portions which can be constructed soonest. Funding for this project is included in the current FY 2021 budget.

Numerous community organizations have been involved in planning processes related to the Beltline Trail over the years. Letters of support for this project are attached.

- **Management recommends that the Subcommittee recommend to the Board of Directors that the General Manager be authorized to execute the proposed First Amendment to the Interlocal Cooperation Agreement with the City of Omaha for the Omaha Beltline Trail Project, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.**

**FIRST AMENDMENT
TO
INTERLOCAL COOPERATION ACT AGREEMENT

BETWEEN
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT,
AND
THE CITY OF OMAHA, NEBRASKA

FOR
OMAHA BELTLINE TRAIL PROJECT**

This First Amendment to the Interlocal Cooperation Act Agreement (hereinafter "**THIS AMENDMENT**") is made by and among the following:

Papio-Missouri River Natural Resources District (hereinafter "**NRD**"); and
The City of Omaha, Nebraska (hereinafter "**CITY**"); hereinafter referred to collectively as "the **PARTIES**".

RECITALS:

WHEREAS, the NRD has the power and authority to develop and manage recreation and park facilities for public use pursuant to Neb. Rev. Stat. § 2-3229(11), and pursuant to such authority, the NRD has developed and is developing recreational trails within its respective geographic boundary; and,

WHEREAS, the CITY has the power and authority to develop and manage recreation and park facilities for public use pursuant to Neb. Rev. Stat. §§ 14-366, 14-101, *et seq.*, and pursuant to such authority, the CITY has developed and is developing recreational trails within its respective geographic boundary; and,

WHEREAS, the CITY operates and maintains over 120 miles of paved multi-use recreational trails within the CITY's geographic boundary (the "**CITY TRAIL SYSTEM**"); and,

WHEREAS, the PARTIES desire to expand and connect the CITY TRAIL SYSTEM with the development and management of a new mutli-use recreational trail over a certain northern portion of the now abandoned Omaha Belt Railway (the "**BELTLINE TRAIL PROJECT**"); and,

WHEREAS, the PARTIES desire to provide herein for the cooperative development, design, construction, operation, maintenance, regulation and ownership of the BELTLINE TRAIL PROJECT and to specify the rights, duties and obligations of the PARTIES in connection therewith.

NOW THEREFORE, in consideration of the foregoing recitals and their mutual covenants hereinafter expressed, the PARTIES agree as follows:

- 1) The paragraph **3. ACQUISITION OF PROJECT LAND** shall be deleted in its entirety and replaced with the following:

3. ACQUISITION OF PROJECT LAND. The CITY shall acquire the necessary PROJECT LAND for the BELTLINE TRAIL PROJECT. The CITY shall pay all costs associated with the acquisition or dedication of the PROJECT LAND and any other property needed to complete the BELTLINE TRAIL PROJECT. The NRD shall reimburse the CITY for the amounts paid by the CITY for the acquisition or dedication of the PROJECT LAND and any other property needed to complete the BELTLINE TRAIL PROJECT within forty-five (45) days from the CITY's written request, provided that the CITY provides satisfactory documentation, demonstrating the necessary and reasonable costs incurred to support the reimbursement request.

2) The paragraph **4. SUBDIVISION OF PROJECT LAND** shall be deleted in its entirety and replaced with the following:

4. SUBDIVISION OF PROJECT LAND. If certain portions of adjacent real property to the PROJECT LAND or PROJECT LAND require subdivision, the NRD shall assist the CITY with the subdivision process and the NRD shall pay all costs associated with the required subdivision of property.

3) The paragraph **5. GENERAL BENEFIT** shall be deleted in its entirety and replaced with the following:

5. GENERAL BENEFIT. The PARTIES do hereby find and agree that the BELTLINE TRAIL PROJECT, as herein described, will be of general benefit to the CITY and NRD with only an incidental special benefit.

4) The paragraph **17. INDEMNIFICATIONS** shall be deleted in its entirety and replaced with the following:

17. INDEMNIFICATIONS. The CITY shall defend, indemnify, and hold the NRD harmless from and against all costs and expenses, including attorneys fees and court costs, resulting from claims, demands or causes of action for personal injury or property damage arising out of or resulting from the CITY'S operation, maintenance, repair, replacement, or regulation of the BELTLINE TRAIL PROJECT and PROJECT LANDS, excepting such personal injuries or property damages as may be caused by the sole negligence of the NRD. The NRD shall defend, indemnify, and hold the CITY harmless from and against all costs and expenses, including attorneys fees and court costs, resulting from claims, demands or causes of action for personal injury or property damage arising out of or resulting from the NRD's engagement for design and construction services for the

BELTLINE TRAIL PROJECT, excepting such personal injuries or property damages as may be caused by the sole negligence of the CITY.

5) The paragraph **19. APPROVALS** shall be deleted in its entirety and replaced with the following:

19. APPROVALS. Wherever THIS AGREEMENT speaks of approval and/or consent by the CITY, such approval and/or consent shall be manifested by act of the CITY's Mayor or Parks, Recreation, and Public Property Director. Wherever THIS AGREEMENT speaks of approval and/or consent by the NRD, such approval and/or consent shall be manifested by act of the General Manager of the NRD.

6) The paragraph **30. NOTICES** shall be deleted in its entirety and replaced with the following:

30. NOTICES. Any notice required under the terms of THIS AGREEMENT shall be deemed to have been given within forty-eight (48) hours after written notice has been deposited in the United States mail; and:

a) Notices to the CITY provided for in THIS AGREEMENT shall be sufficient if sent by certified or registered mail, postage prepaid, addressed to:

Director of Parks, Recreation and Public Property
City of Omaha, Nebraska
1819 Farnam Street, Suite 701
Omaha, Nebraska 68183;

b) Notices to the NRD provided for in THIS AGREEMENT shall be sufficient if sent by certified or registered mail, postage prepaid addressed to:

General Manager
Papio-Missouri River NRD
8901 South 154th Street
Omaha, Nebraska 68138-3621

or to such other respective address(s) as the PARTIES may designate to each other from time to time in writing.

IN WITNESS WHEREOF

THIS AMENDMENT is executed by the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT on this ____ day of _____, 2020, pursuant to resolution duly adopted by its Board of Directors.

**PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT**

By _____
General Manager

THIS AMENDMENT is executed by the CITY OF OMAHA, NEBRASKA on this ____ day of _____, 2020, pursuant to ordinance duly adopted by its City Council.

CITY OF OMAHA, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

Approval as to Form

STATE OF NEBRASKA)
) SS.
COUNTY OF _____)

On this _____ day of _____, 2020, before me, a Notary Public, personally came JOHN WINKLER, General Manager of the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, to me personally known to be the identical person whose name is affixed to the above and foregoing instrument, and he/she acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said if the NRD.

WITNESS my hand and Notarial Seal the date last aforesaid.

Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF _____)

On this _____ day of _____, 2020, before me, a Notary Public, personally came JEAN STOTHERT, Mayor of the CITY OF OMAHA, NEBRASKA to me personally known to be the identical person whose name is affixed to the above and foregoing instrument, and he acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said City.

WITNESS my hand and Notarial Seal the date last aforesaid.

Notary Public

INTERLOCAL COOPERATION ACT AGREEMENT
BETWEEN
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT,
AND
THE CITY OF OMAHA, NEBRASKA
AND
THE OMAHA MUNICIPAL LAND BANK
FOR
OMAHA BELTLINE TRAIL PROJECT

THIS INTERLOCAL COOPERATION ACT AGREEMENT (“**THIS AGREEMENT**”) is made pursuant to the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 to 13-827, *et seq.*, by and between the following parties (“the **PARTIES**”), to wit: the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (“the **NRD**”); **CITY OF OMAHA, NEBRASKA** (“the **CITY**”); and **OMAHA MUNICIPAL LAND BANK** (“the **LAND BANK**”).

RECITALS:

WHEREAS, the NRD has the power and authority to develop and manage recreation and park facilities for public use pursuant to Neb. Rev. Stat. § 2-3229(11), and pursuant to such authority, the NRD has developed and is developing recreational trails within its respective geographic boundary; and,

WHEREAS, the CITY has the power and authority to develop and manage recreation and park facilities for public use pursuant to Neb. Rev. Stat. §§ 14-366, 14-101, *et seq.*, and pursuant to such authority, the CITY has developed and is developing recreational trails within its respective geographic boundary; and,

WHEREAS, the LAND BANK is a public corporation and a political subdivision of the State of Nebraska created pursuant to Neb. Rev. Stat. § 19-5204 to transform vacant, abandoned and tax-delinquent properties into a productive use; and,

WHEREAS, the CITY operates and maintains over 120 miles of paved multi-use recreational trails within the CITY's geographic boundary (the "**CITY TRAIL SYSTEM**"); and,

WHEREAS, the PARTIES desire to expand and connect the CITY TRAIL SYSTEM with the development and management of a new multi-use recreational trail over a certain northern portion of the now abandoned Omaha Belt Railway (the "**BELTLINE TRAIL PROJECT**"); and,

WHEREAS, the PARTIES desire to provide herein for the cooperative development, design, construction, operation, maintenance, regulation and ownership of the BELTLINE TRAIL PROJECT and to specify the rights, duties and obligations of the PARTIES in connection therewith.

NOW, THEREFORE, for and in consideration of the foregoing recitals and the mutual covenants of the parties hereinafter expressed, the PARTIES agree as follows:

1. **PROJECT PARTICIPANTS.** The BELTLINE TRAIL PROJECT shall be undertaken by the PARTIES, as provided herein, without any separate entity being created, and the duties and responsibilities of the PARTIES with respect to the BELTLINE TRAIL PROJECT shall be as defined by THIS AGREEMENT.

2. **PROJECT LAND.** The BELTLINE TRAIL PROJECT shall be constructed on parcels of land in Sections 8, 9, 17, all in Township 15, Range 13 of the 6th P.M. in Douglas County, Nebraska ("the **PROJECT LAND**"), conceptually depicted in the document attached hereto as Exhibit "A" and incorporated herein by reference.

3. **ACQUISITION OF PROJECT LAND.** The LAND BANK shall dedicate the PROJECT LAND for the BELTLINE TRAIL PROJECT to the CITY upon written request by the CITY. The CITY shall pay all costs associated with the dedication of the PROJECT LAND from the LAND BANK and any other property needed to complete the BELTLINE TRAIL PROJECT. The NRD shall reimburse the CITY for the amounts paid by the CITY for the dedication of the PROJECT LAND and any other property needed to complete the BELTLINE TRAIL PROJECT within forty-five (45) days from the CITY's written request, provided that the CITY provides sufficient documentation to support the reimbursement request.

4. **SUBDIVISION OF PROJECT LAND.** If certain portions of adjacent real property to the PROJECT LAND or PROJECT LAND require subdivision, the NRD shall assist the CITY and the LAND BANK with the subdivision process and the NRD shall pay all costs associated with the required subdivision of property.

5. **GENERAL BENEFIT.** The PARTIES do hereby find and agree that the BELTLINE TRAIL PROJECT, as herein described, will be of general benefit to the LAND BANK, CITY and NRD with only an incidental special benefit.

6. **THE ENGINEERS.** The NRD shall retain engineering consultants ("the **ENGINEERS**") approved by the CITY to design the BELTLINE TRAIL PROJECT and to prepare plans and specifications and contract documents for, and administer construction of the BELTLINE TRAIL PROJECT.

7. **PRELIMINARY PLANS.** The **ENGINEERS** shall prepare preliminary plans and specifications for the BELTLINE TRAIL PROJECT (collectively, "the **PRELIMINARY PLANS**"), in accordance with the provisions of THIS AGREEMENT, subject to the following:

- a) The **PRELIMINARY PLANS** shall be drawn in accordance with design criteria provided by the General Manager of the NRD; and,

b) The PRELIMINARY PLANS shall be in general compliance with applicable Nebraska state and federal statutes, rules and regulations; and,

c) The PRELIMINARY PLANS shall be in accordance with CITY design standards, rules and regulations.

8. APPROVAL OF PRELIMINARY PLANS. Upon the ENGINEERS' completion of the PRELIMINARY PLANS, and after approval of the same by the NRD, the PRELIMINARY PLANS shall be submitted to the CITY for its written approvals, such approvals to not be unreasonably withheld or delayed.

9. PREPARATION OF FINAL PLANS. Upon receipt by the NRD of the CITY'S written approval of the PRELIMINARY PLANS, the NRD shall direct the ENGINEERS to prepare final plans and specifications for the BELTLINE TRAIL PROJECT (collectively, "the **FINAL PLANS**"), in accordance with the provisions of THIS AGREEMENT, subject to the following:

a) The FINAL PLANS shall be drawn in accordance with design criteria provided by the General Manager of the NRD

b) The FINAL PLANS shall be in general compliance with applicable Nebraska state and federal statutes, rules and regulations; and,

c) The FINAL PLANS shall be in accordance with CITY design standards, rules and regulations; and,

d) The FINAL PLANS shall include legal descriptions of the PROJECT LAND to be acquired by the CITY, if not already acquired by the CITY.

10. APPROVAL OF FINAL PLANS FOR PROJECT. Upon the ENGINEERS' completion of the FINAL PLANS and approval of the same by the NRD, the FINAL PLANS shall be submitted to the CITY for its written approval. The CITY shall have a period of 30 days to review and approve or disapprove the same in writing or suggest amendments thereto, and shall have an additional

period of 30 days to review and approve subsequent amendments thereto. Such approvals shall not be withheld or delayed unreasonably.

11. THE PROJECT CONTRACTOR(S). The NRD shall retain one or more general contractors ("the **CONTRACTOR(S)**"), approved by the CITY (such approval to not be withheld or delayed unreasonably), to construct the BELTLINE TRAIL PROJECT.

12. CONSTRUCTION OF THE BELTLINE TRAIL PROJECT. Within 30 days after the CITY'S approval of the FINAL PLANS, or at such other time as the PARTIES agree in writing, whichever is later, the NRD will order commencement of construction of the BELTLINE TRAIL PROJECT, which shall be constructed in general conformance with the FINAL PLANS approved by the CITY.

13. CONTRACTOR'S WARRANTIES. The NRD shall enforce all bonds and warranties given by the CONTRACTOR(S) and their subcontractors in the CONSTRUCTION CONTRACT(S).

14. PAYMENT OF COSTS. Except as may otherwise be provided in THIS AGREEMENT, the NRD shall pay all the costs of design and construction of the BELTLINE TRAIL PROJECT. The NRD shall reimburse the CITY for the amounts paid related to the dedication of the PROJECT LAND or acquisition of any other property needed for the BELTLINE TRAIL PROJECT in accordance with the procedure set forth in Paragraph 3.

15. CONSTRUCTION OBSERVATION. The NRD, will contract for engineering observation and administration of construction of the BELTLINE TRAIL PROJECT, and the CITY shall be given the opportunity to fully observe such construction at all reasonable hours and upon its request contemporaneously receive from the NRD copies of all written communications between or issued by the NRD and/or the ENGINEERS and/or the CONTRACTOR(S) pertaining to such

construction, including but not limited to statements by the ENGINEERS as to percentage of completion and substantial completion.

16. OPERATION AND MAINTENANCE. After completion of construction of the BELTLINE TRAIL PROJECT, the CITY, at its sole cost and expense, shall permanently operate, maintain, repair, replace and regulate the BELTLINE TRAIL PROJECT and PROJECT LANDS.

17. INDEMNIFICATIONS. The CITY shall defend, indemnify, and hold the NRD and the LAND BANK harmless from and against all costs and expenses, including attorneys fees and court costs, resulting from claims, demands or causes of action for personal injury or property damage arising out of or resulting from the CITY'S operation, maintenance, repair, replacement, or regulation of the BELTLINE TRAIL PROJECT and PROJECT LANDS, excepting such personal injuries or property damages as may be caused by the sole negligence of the NRD or the LAND BANK. The NRD shall defend, indemnify, and hold the CITY and the LAND BANK harmless from and against all costs and expenses, including attorneys fees and court costs, resulting from claims, demands or causes of action for personal injury or property damage arising out of or resulting from the NRD's engagement for design and construction services for the BELTLINE TRAIL PROJECT, excepting such personal injuries or property damages as may be caused by the sole negligence of the CITY or the LAND BANK.

18. RISK OF LOSS. After completion of construction of the BELTLINE TRAIL PROJECT, the risk of loss of or damage to such PROJECT components or facilities shall be borne by the party that has an obligation hereunder to operate and maintain such components or facilities, whether such loss or damage results from flood or other casualty whatsoever.

19. APPROVALS. Wherever THIS AGREEMENT speaks of approval and/or consent by the CITY, such approval and/or consent shall be manifested by act of the CITY'S Mayor or Parks, Recreation, and Public Property Director.

Wherever THIS AGREEMENT speaks of approval and/or consent by the NRD, such approval and/or consent shall be manifested by act of the General Manager of the NRD. Wherever THIS AGREEMENT speaks of approval and/or consent by the LAND BANK, such approval and/or consent shall be manifested by act of the Executive Director.

20. NONDISCRIMINATION. The PARTIES shall not, 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 under the Americans with Disabilities Act, political or religious opinions, affiliations or national origin.

21. CAPTIONS. Captions used in THIS AGREEMENT are for convenience and are not used in the construction of THIS AGREEMENT.

22. APPLICABLE LAW. The PARTIES to THIS AGREEMENT shall conform to all existing and applicable state laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under THIS AGREEMENT.

23. MERGER. THIS AGREEMENT shall not be merged into any other oral or written agreement, lease or deed of any type.

24. MODIFICATION. THIS AGREEMENT contains the entire agreement of the PARTIES. No representations were made or relied upon by either of the PARTIES other than those that may be 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 such PARTY.

25. STRICT COMPLIANCE. All provisions of THIS AGREEMENT and each and every document that shall be attached shall be strictly complied with as

written, and no substitution or change shall be made except upon written direction from an authorized representative.

26. INVALID PROVISIONS. In the event that any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition, or provision herein contained shall not affect the validity of the remainder of the covenants, conditions or provisions of THIS AGREEMENT, which shall in all respects remain a legally binding agreement with the invalid portion being deleted; provided, however, that the validity of any such covenant, condition, or provision does not materially prejudice either of the PARTIES in its respective rights and obligations contained in the valid covenants, conditions, or provisions of THIS AGREEMENT.

27. NON-WAIVER. No delay or failure by either of the PARTIES to exercise any right under THIS AGREEMENT, and no partial or single exercise of that right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein. A valid waiver by either of the PARTIES shall not be deemed to extend the amount of time available to perform any other act required under THIS AGREEMENT.

28. FURTHER AGREEMENTS. Each of the PARTIES will, whenever and as often as the other may request, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered any and all such further conveyances, assignments or other instruments and documents as the requesting party may believe to be necessary, expedient or proper in order to complete any and all conveyances, transfers, and assignments herein provided and to do any and all other acts and to execute, acknowledge and deliver any other documents so requested in order to carry out the intent and purposes of THIS AGREEMENT.

29. EFFECTIVE DATE AND TERM. THIS AGREEMENT shall become effective upon its execution by the PARTIES, and shall be perpetual in its duration.

30. NOTICES. Any notice required under the terms of THIS AGREEMENT shall be deemed to have been given within forty-eight (48) hours after written notice has been deposited in the United States mail; and:

a) Notices to the CITY provided for in THIS AGREEMENT shall be sufficient if sent by certified or registered mail, postage prepaid, addressed to:

Director of Parks, Recreation and Public Property
City of Omaha, Nebraska
1819 Farnam Street, Suite 701
Omaha, Nebraska 68183;

b) Notices to the NRD provided for in THIS AGREEMENT shall be sufficient if sent by certified or registered mail, postage prepaid addressed to:

General Manager
Papio-Missouri River NRD
8901 South 154th Street
Omaha, Nebraska 68138-3621

c) Notices to the LAND BANK provided for in THIS AGREEMENT shall be sufficient if sent by certified or registered mail, postage prepaid addressed to:

Executive Director
Omaha Municipal Land Bank
1141 North 11th Street
Omaha, NE 68102

or to such other respective address(s) as the PARTIES may designate to each other from time to time in writing.

31. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which, taken together, shall constitute one and the same

agreement. Facsimile or scanned and emailed signatures shall be deemed to have the same full force and effect as original signatures.

IN WITNESS WHEREOF

THIS AGREEMENT is executed by the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT on this 10 day of October, 2019, pursuant to resolution duly adopted by its Board of Directors.

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

By [Signature]
General Manager

EXECUTED this 23rd day of October, 2019,
by [Signature]
Deputy City Attorney

THIS AGREEMENT is executed by the CITY OF OMAHA, NEBRASKA on this 13th day of December, 2019, pursuant to ordinance duly adopted by its City Council.

CITY OF OMAHA, NEBRASKA

By [Signature]
Mayor

ATTEST:

[Signature]
City Clerk

THIS AGREEMENT is executed by the OMAHA MUNICIPAL LAND BANK
on this ____ day of _____, 2019, pursuant to resolution duly
adopted by its Board of Directors.

OMAHA MUNICIPAL LAND BANK

By _____
Executive Director

EXHIBIT A

Project Land to be used for the Beltline Trail.

Parcels to be used may include, but are not limited to the following list. Additional parcels determined necessary through the design process will be added to the project upon written mutual agreement by the PARTIES.

Parcel ID (PIN)

0217100004
0906900006
0906900630
1924580000
1924590000
1924600000
1924670002
0817590002
0817450000
0207980000
0207700004
0209560000



Esri, Inc. Sarpy County, Nebraska

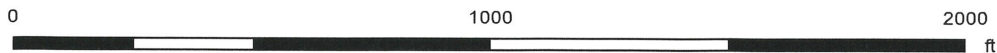


Please contact Douglas County GIS for map questions
(gis@douglascounty-ne.gov)

This map is a user generated static output from an Internet mapping site and is for reference only. Data on this map may or may not be accurate, current, or otherwise reliable. It is for informational purposes only, and may not be suitable for legal, engineering, or surveying purposes. Do NOT use property lines from this website for plan submissions.



Esri, Inc. Sarpy County, Nebraska



Please contact Douglas County GIS for map questions
(gis@douglascounty-ne.gov)

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City of Omaha
Jean Stothert, Mayor

Planning Department

Omaha/Douglas Civic Center
1819 Farnam Street, Suite 1100
Omaha, Nebraska 68183
(402) 444-5150
Telefax (402) 444-6140

David K. Fanslau
Director

September 16, 2019

RE: Beltline Trail Letter of Support

I write on behalf of the City of Omaha Planning Department in support of the Papio-Missouri Natural Resource District for the development of the Beltline Trail in northeast Omaha. We strongly support this project as it furthers many goals of the City's Master Plan.

The Beltline Trail fulfills two of the Transportation Element's main goals; provide balanced options for enhanced mobility and create livable and connected neighborhoods. This project is also called out as a specific project in two plans as it would fill a void currently existing in this area of Omaha as trails and trail connectivity is extremely limited. This project idea is identified as a specific implementation project in the Transportation Element of the Master Plan as well as the North Omaha Village Revitalization Plan.

I look forward to working with you to make this project a reality.

Sincerely,

David K. Fanslau
Planning Director



Papio Missouri River NRD
8901 S 154th St
Omaha, NE 68138-3621

September 18, 2019

At Omaha by Design, we recognize that the Omaha metro will be the greatest it can be by highly valuing its built, natural, and cultural resources. Contained within this charge is a quest for a higher quality of life, for all residents and visitors. Fundamental to quality of life is access to recreation, our shared natural resources, and the ability to move freely about the metro.

In alignment with these principles, Omaha by Design wholeheartedly supports the Papio Missouri River NRD's efforts to move forward with the design and construction of the Beltline Trail.

This first stage of the Beltline Trail project would build upon the results of years of study and public engagement, much of which has been conducted with Omaha by Design as an active partner. This includes multiple references within the City of Omaha Master Plan's Transportation Element, as well as the North Omaha Village Revitalization Plan, and the Belt Line concept as proposed by Emerging Terrain.

In each, the opportunity to bring an underutilized, largely forgotten pathway back into productive use as a public pathway was identified. Additionally, the plans have indicated how such a link would be beneficial in addressing gaps in connectivity, particularly between Northeast Omaha and job and education centers such as UNMC and Metro Community College - Fort Omaha Campus. While these first segments would not fully link each of the institutions, they are an essential first step and would provide many benefits on their own, including the recreational value of a bike and pedestrian trail connecting with schools, parks, and cultural landmarks such as the Malcolm X Memorial Birthplace & International Center.

Through the work of the Papio Missouri River NRD and its numerous partners in advancing public improvements such as the Belt Line, the Omaha metro will continue to become an ever more vibrant, livable city for all.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Dobbe", written in a cursive style.

Scott Dobbe, Executive Director



Omaha - Council Bluffs
Metropolitan Area
Planning Agency

2222 Cuming Street
Omaha, NE 68102-4328

402-444-6866 P
402-951-6517 F

www.mapacog.org
mapa@mapacog.org

September 18, 2019

Eric Williams
Natural Resources Planner, Papio-Missouri River NRD
8901 s 154th Street
Omaha, NE 68138

RE: Papio-Missouri River NRD Beltline Trail – Letter of Support

Dear Eric:

I am writing today in support of the Papio-Missouri NRD's work to design and construct the Beltline Trail. MAPA serves as the Metropolitan Planning Organization for the Omaha-Council Bluffs region. In this role we facilitate the transportation planning process for the region and coordinate investment to make progress towards our shared regional goals.

The proposed Beltline Trail is a crucial recreational and transportation connection between areas of great need and many of the opportunities that are essential to resident's daily lives. Notably, this corridor would enhance recreational access for North Omaha and provide key connection to many schools along the corridor– including Walnut Hill Elementary, Martin Luther King School, and Druid Hill Elementary School. Additionally, the northern terminus of the trail would provide access to the North Omaha Transit Center and (through the proposed North Omaha Trail) additional connections to the regional trail network. These types of barrier breaking investments were key recommendations of MAPA's 2015 Regional Bicycle Pedestrian Plan emphasized the importance of making pedestrian and bike infrastructure connections to transit, employment and educational opportunities.

We urge you to support the Papio-Missouri River NRD's work to design and construct this project in our community and thank you for your consideration of this letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Youell", is written over a light blue horizontal line.

Greg Youell
Executive Director

c: John Winkler, General Manager, Papio-Missouri River NRD



September 23, 2019

Eric Williams
Natural Resources Planner
Papio-Missouri River Natural Resources District
8901 South 154th Street
Omaha, NE 68138

RE: Beltline Trail – North Segments

Dear Mr. Williams:

The Greater Omaha Chamber is pleased to offer this letter in support of the NRD's Beltline Trail project.

For decades, the Chamber has worked to cultivate a thriving business community and improve the quality of life for everyone living, working, or playing in the Greater Omaha region. In 2017, we engaged our members to envision what it will take to ensure our region's economic strength into the future. The resultant Greater Omaha 2040 initiative focuses on people, place, and prosperity and suggests that the availability of transportation options and high quality public space is an essential part of improving quality of life and ensuring that all people have access to the region's educational institutions and jobs. As part of this effort, we are championing the development of a new regional transportation strategy, called "ConnectGO."

By taking advantage of an abandoned railroad right-of-way, the NRD's Beltline Trail project is uniquely positioned to provide north-south connectivity in the eastern part of Omaha. The project will connect several vital institutions, including multiple elementary schools, Adams Park, the Malcolm X Memorial Foundation, and the North Omaha Transit Center. Further, the investment will secure the undeveloped right-of-way, ensuring its availability for use as a transportation corridor for years to come.

We look forward to seeing its implementation.

Regards,

A handwritten signature in black ink, reading "David G. Brown".

David G. Brown
President and CEO
Greater Omaha Chamber of Commerce



Transit Authority of the City of Omaha

2222 Cuming Street
Omaha, NE 68102

ometro.com

To whom it may concern,

I am writing on behalf of Metro Transit to express our support for the Natural Resource District's Beltline Trail project. Metro is excited to see an expansion of Omaha's trail network – especially one that will work in tandem with our bus routes.

Expanding Omaha's trail network is a necessary step to increase active transportation and remains an important part of a vibrant, thriving, and healthy region. The Beltline Trail will provide access to the North Omaha Transit Center (NOTC), Metro's hub for eleven bus routes that provide access across the city. As well as Routes 3 and 35, which connect North and South Omaha. Additionally, the Beltline Trail's connection to the North Omaha Trail project, which will converge just south of NOTC, will result in a truly robust multimodal transportation network, providing connections for users in almost every direction. Metro helps bolster this extension – our buses can act as trail extenders for those that walk or wheel, and will literally take bikes on longer trips with our bike racks, which are installed on every Metro bus. Linking this trail with transit will form new connections that will save people time and money as they commute within and beyond this neighborhood.

Increasing active transportation options can help mitigate Omaha's growing air quality problems by reducing greenhouse gases and other harmful emissions, vehicle miles traveled, and related side effects. Furthermore, investment in transportation options beyond that of a car can reduce our city's dependence on single-occupancy vehicles – one of the leading factors in emissions and congestion.

Finally, there is a demand and need for transportation options in this area. Many of our most highly used routes serve it, and many households do not or cannot own a vehicle. Robust trail infrastructure provides tremendous connections to and from bus stops, extending riders' ability to reach their destination seamlessly. Connecting transit with trail helps to create a more cohesive network that allows for increased mobility and independence, greater access to opportunity, reduced individual and community transportation costs, improved connections to work and school, and improved health and wellness.

Multimodal transportation networks work best when users have a variety of options. The Beltline Trail project will add to these options and improve the public space simultaneously. The proposed trail corridor provides expanded access to numerous recreational opportunities, natural resources, and destinations; it is essential for a more connected region.

Sincerely,

A handwritten signature in black ink, appearing to read 'Curt Simon', written in a cursive style.

Curt Simon
Executive Director



United States Department of the Interior

National Park Service
Midwest Region
601 Riverfront Drive
Omaha Nebraska 68102-4226

September 17, 2019

9.D(MWR-P/RTCA)

Subject: Letter of Support for Beltline Trail in Omaha, Nebraska

To whom it may concern:

The National Park Service's Rivers, Trails and Conservation Assistance (RTCA) Program would like to express support for the planning effort of the North Omaha Trail/Bike Route. The RTCA program helps carry out the National Park Service conservation and outdoor recreation mission across the nation. RTCA strives to help create safe outdoor recreation amenities for all Americans. Our staff provide technical assistance to community-led conservation and outdoor recreation projects, including the conservation and restoration of waterways, preservation of open spaces and parkland, development of trails and greenways, and the development of close-to-home outdoor recreation opportunities.

Each year, the Midwest Region RTCA program accepts approximately 50 projects in our 13-state region to provide technical assistance. RTCA has accepted the North Omaha Multi-modal Trail as an official project to receive technical assistance to provide community outreach planning, funding research, mapping and graphics assistance. We appreciate the leadership and collaboration provided by City of Omaha Neighborhood Planner Manuel Cook, Papio Natural Resource District Natural Resources Planner Eric Williams, and other partners. This project will connect to the Beltline Trail project at 31st and Sprague Street creating an active transportation, recreation loop, and access to natural resources in this part of Omaha.

The results of these type of community-led planning projects can offer many benefits to communities. A few examples of these benefits include: improving pedestrian safety, providing improved access and improving community wellbeing. These projects can also transform underutilized green space to beautify a community and improve water and air quality. These community benefits would support the desired outcomes identified in the City of Omaha Master Plan and the North Omaha Village Revitalization Plan.

The RTCA program is excited to be a collaborative partner on this project. Addressing key challenges and developing a comprehensive trail and alternative transportation plan for North Omaha is an effort we support. We are thankful for the opportunity to be part of this collaboration.

Sincerely,

David Thomson
Midwest Region RTCA Program Manager

402-689-5509



info@omahapermaculture.org

From the offices of:

Omaha Permaculture 501c3
4871 NW Radial Hwy
Omaha, NE 68104
OmahaPermaculture.Org

To Whom It May Concern:

Omaha Permaculture is writing a letter of support for the intention of the PapioNRD to create a Beltline bike trail in North Omaha. We approve the path that integrates through a property we lease from the Omaha Municipal Land Bank at 4101 Grant St. We also approve the wider, future plans to extend the Beltline bike trail north and south of our main location between Parker and Grant St.

Omaha Permaculture's mission is to foster community through sustainable land stewardship. We advocate for underutilized and Brownfield land to become or remain as greenspace in urban environments. We enhance these properties to promote cultivating the awareness of nature, growing food and healthy living. We work the Omaha Planning Department, OMLB and Habitat for Humanity to identify properties suitable for gardens and greespaces. We have many community garden sites along the proposed Beltline bike trail mostly north of the Grant St location.

We believe strongly in the mission and vision of our PapioNRD keeping Omaha unscathed this spring flooding season. With this letter, Omaha Permaculture will support every effort to make this Beltline a reality in North Omaha. Please reach out with any questions you may have.

Sincerely,

Gus von Roenn

Founder & Executive Director

Omaha Permaculture

info@OmahaPermaculture.org

402-689-5509

HEARTLAND BIKE SHARE

17-September-2019

Papio-Missouri River Natural Resources District
Attention: Eric Williams
Natural Resources Center at Chalco Hills Recreation Area
8901 S. 154th Street
Omaha, NE 68138

Mr. Williams,

I am writing in support of the construction and completion of the Beltline Trail project on behalf of Heartland Bike Share.

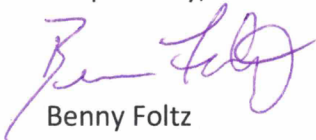
Heartland Bike Share is a 501c3 non-profit organization that exists for the development, promotion, and operation of bike sharing programs throughout the Heartland region for the benefit of the general public, aimed at promoting health and quality of life as well as mitigating climate change and promoting the use of sustainable forms of transportation.

We currently operate 72 bicycle stations in the Omaha metro area available for the public to use for recreating and transportation. However, we currently do not have any stations located along or within the immediate vicinity of either of the two sections that make up the Beltline Trail, **Hamilton to Grant Nature Trail** and **Adams Park Nature Trail**. We do have one station currently located at Metropolitan Community College Fort Campus and an approved station to be placed at the North Omaha Transit Center once their construction is complete. These two stations would sync in with the Beltline Trail and provide a seamless connection for the public to access more areas of Omaha via a safe trail.

The Beltline Trail is in line with our mission to better serve our communities by not only providing a much needed safe area to recreate but also for active transportation. If the Beltline Trail would be completed we would be able to plan for stations appropriately in our upcoming expansion project.

Please feel free to contact me with any questions.

Respectfully,



Benny Foltz
Deputy Director
Heartland Bike Share
1144 N 11th St, #B
Omaha, NE 68102
402.350.0421