

Memorandum

To: Papio-Missouri River Natural Resources District
Programs Projects and Operations Subcommittee

From: Paul W. Woodward PE, Groundwater Management Engineer

Date: September 30, 2020

Re: Second Amendment to Interlocal Agreement with City of Omaha for the Missouri River R-613/R-616
Levee Project Modifications

The Board approved an Interlocal Agreement with the City of Omaha in February of 2019 for right-of-way and the relocation of utilities at the Papillion Creek Wastewater Treatment Plant. As a result of the proposed Modifications to the Missouri River Levee Systems R-613-616, utilities which serve the Papillion Creek Wastewater Treatment Plant must be relocated from the south side of the entrance road to the north side, see attached map. Per the original interlocal agreement, the NRD is responsible to pay for the relocations as part of the levee construction project and the City will reimburse the NRD for costs associated with the gas line relocation.

As a result of the spring flooding and impacts to the wastewater treatment plant, the City desires to extend the length of the relocated utilities past their rebuilt entrance gate and beyond what is required by the NRD's project. To do this, the City wishes to amend the interlocal agreement so they can reimburse the District for these additional utility relocation costs, estimated as an additional \$100,000. Therefore, the City's current not to exceed reimbursement for utility relocation is \$200,000 per the First Amendment.

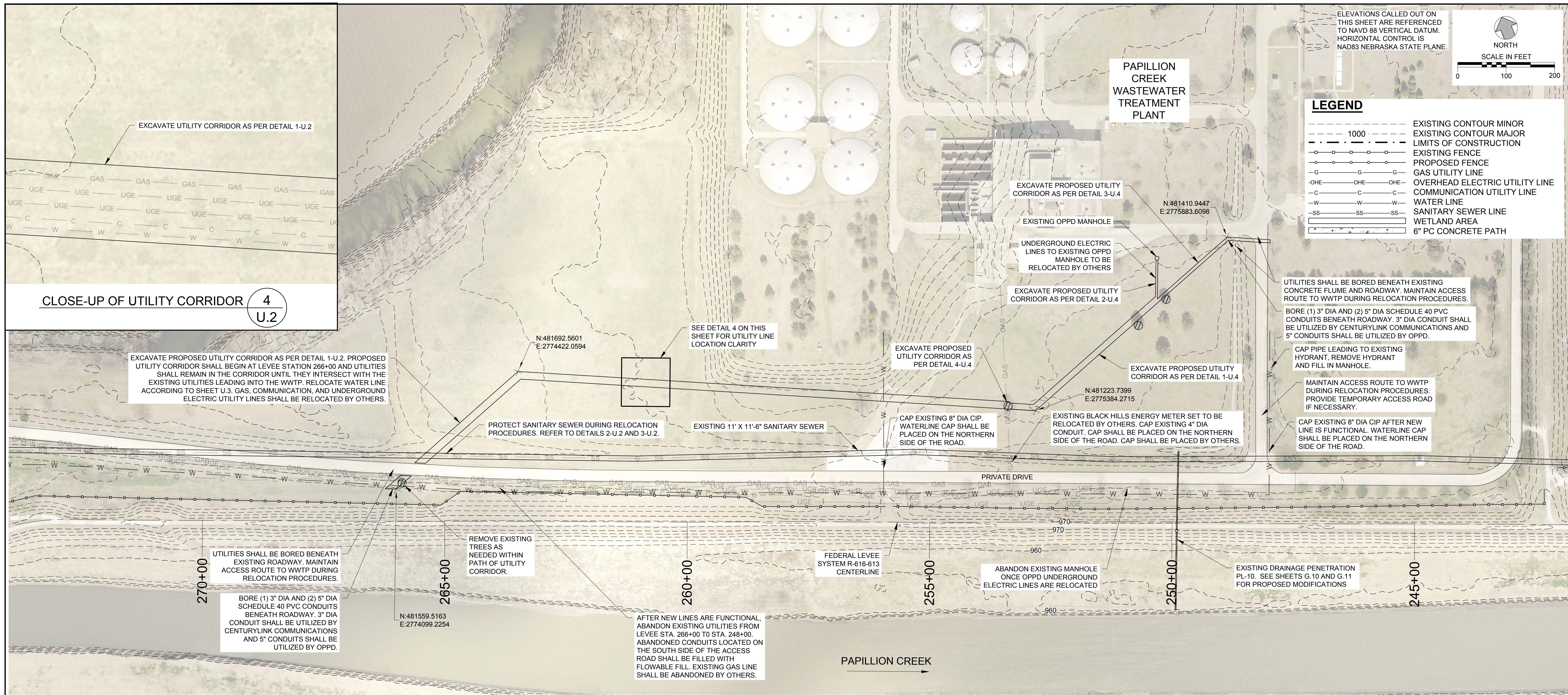
Recently, the City has requested that the District install coated pipe for the new water line. This has increased the cost for the utility relocation by approximately \$35,000. Therefore, the enclosed second amendment increases the amount of reimbursement from \$200,000 to \$235,000. The following table summarizes the NRD's utility relocation costs and the City's reimbursement.

Contractor	Total Cost	Omaha Reimbursement*	NRD Cost
Graham Const.	\$ 291,896.79	\$ 84,187.34	\$ 207,709.45
OPPD	\$ 184,414.69	\$ 64,610.07	\$ 119,804.62
Black Hills Energy	\$ 76,926.04	\$ 76,926.04	\$ -
	\$ 553,237.52	\$ 225,723.45	\$ 327,514.07

* Graham reimbursable costs includes additional extension of utility trench and changing water main to a coated DIP.

Another provision in the first amendment allows the City to reimburse the NRD in order to repair erosion caused along the Papillion Creek south of 13th Street and Capehart Road as a result of emergency sewage pumping in 2019 while the treatment plant was inoperable. The City has subsequently asked the NRD to complete erosion repairs along the Big Papio south of Q Street also caused by the City's emergency sewage pumping during the 2019 flood. The cost estimate to complete this work is \$265,000 as prepared by Martin Cleveland, see attached memo. Therefore, this second amendment increases the maximum amount the City can reimburse the NRD from \$20,000 to \$285,000.

Management recommends that the subcommittee recommend to the Board of Directors that the General Manager be authorized to execute the proposed Second Amendment to the Interlocal Agreement with the City of Omaha for Modifications to the Missouri River Levee System R-613-616 and Relocation of Utilities Servicing the Papillion Creek Wastewater Treatment Plant, subject to changes deemed necessary by the General Manager and approval as to form by District legal counsel.

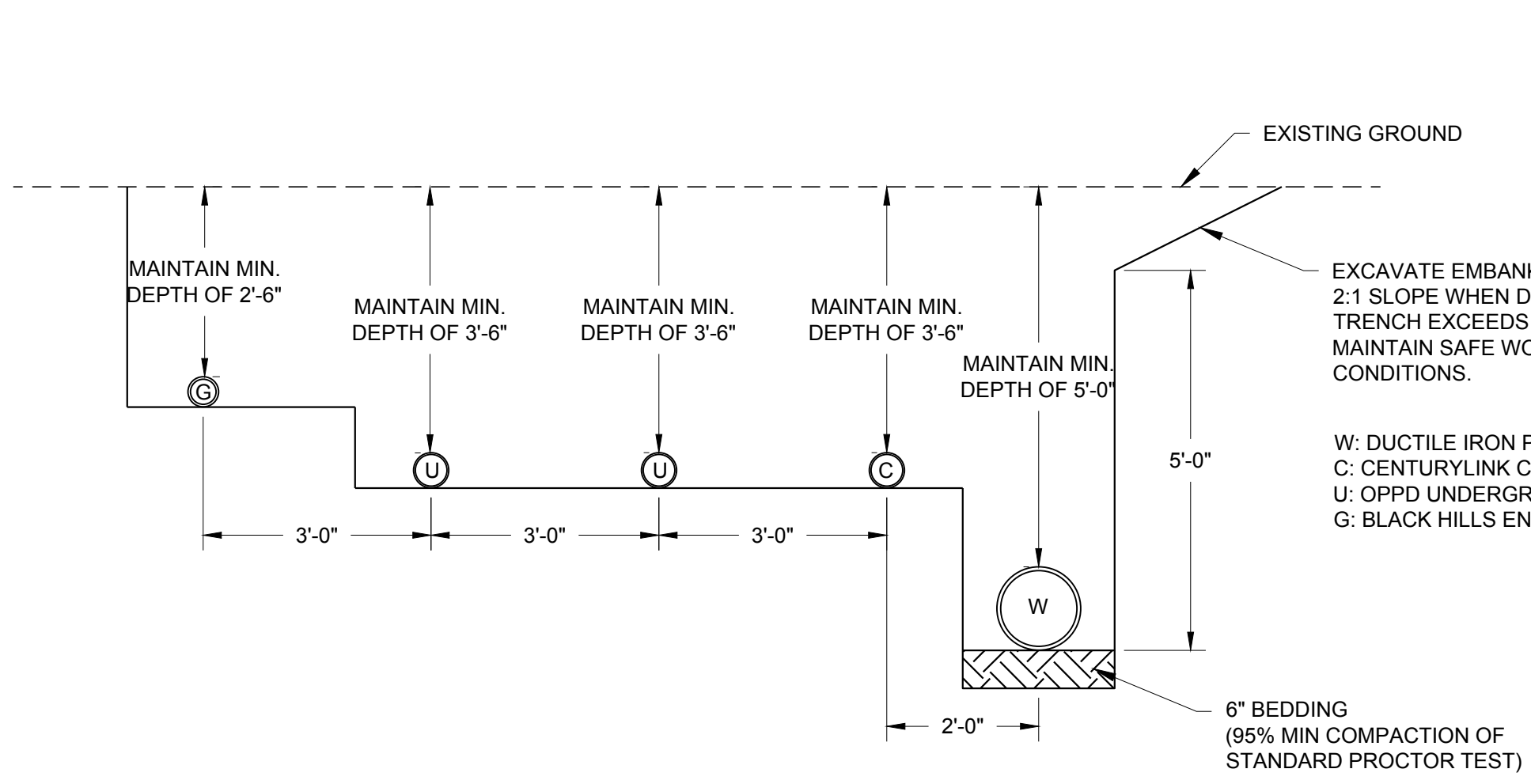


REVISIONS

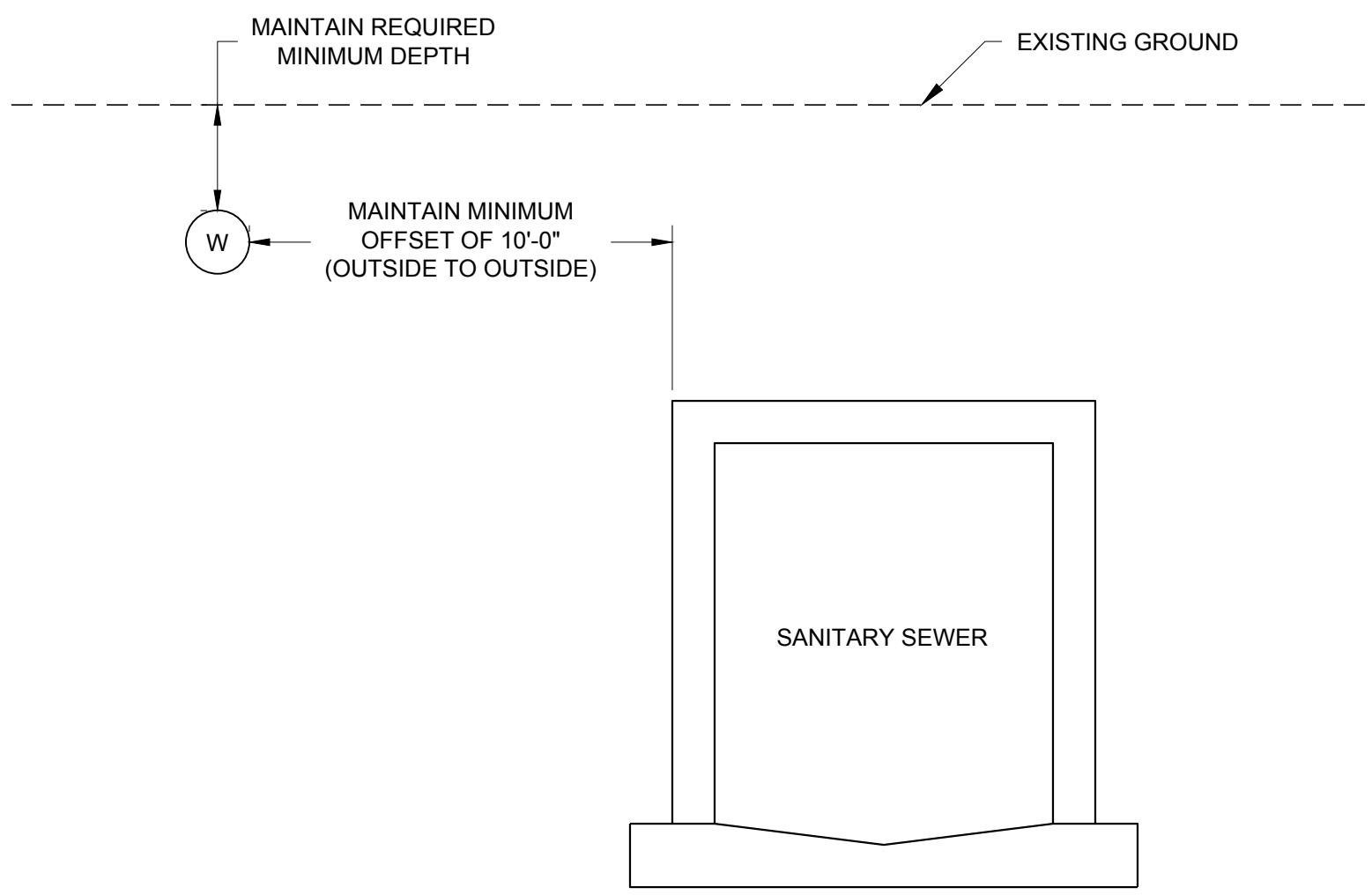
NO.	DATE	BY	REVISIONS

Previous Relocation Plan

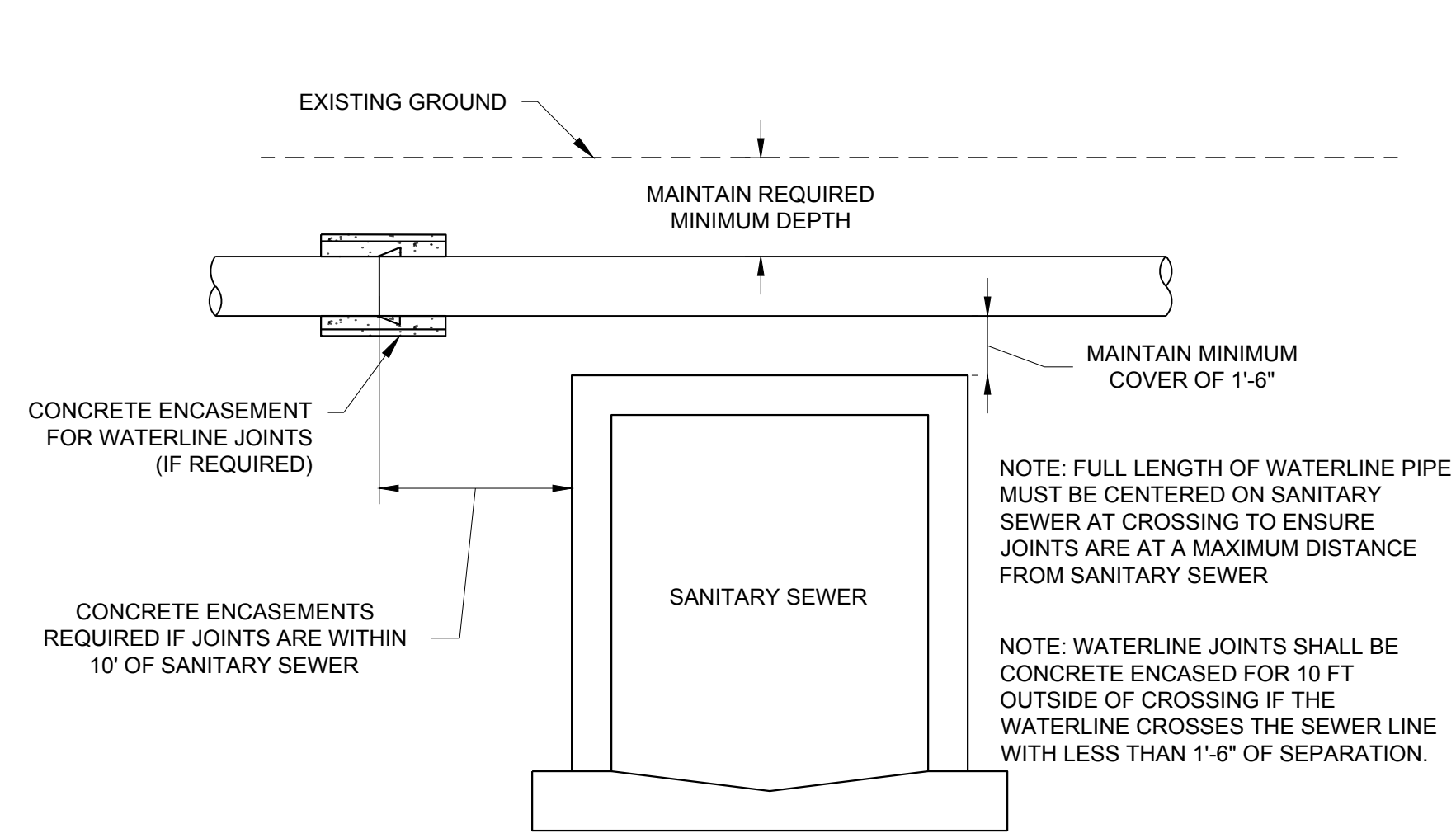
WWTP UTILITY RELOCATION PLAN VIEW



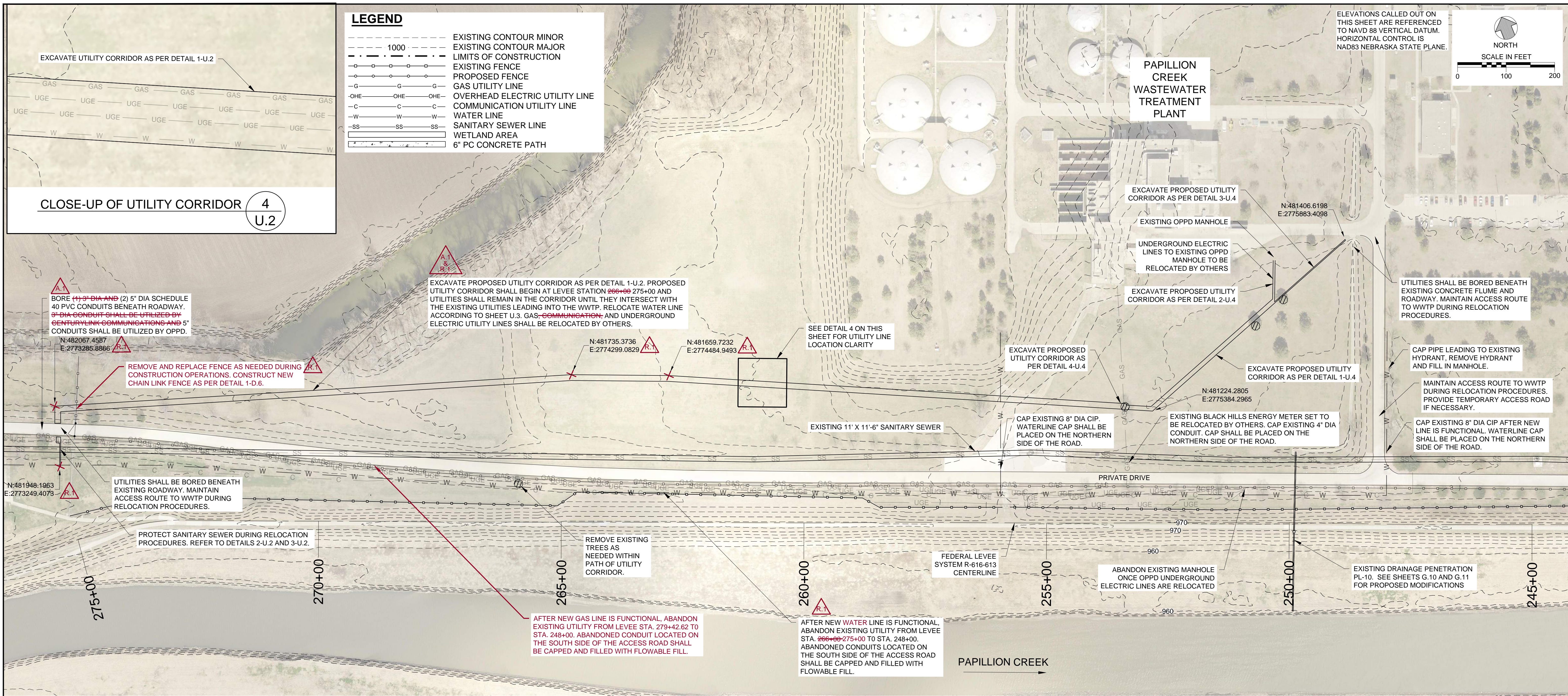
UTILITY CORRIDOR DETAIL A
NOT TO SCALE



SANITARY SEWER PARALLEL INSTALLATION DETAIL
NOT TO SCALE

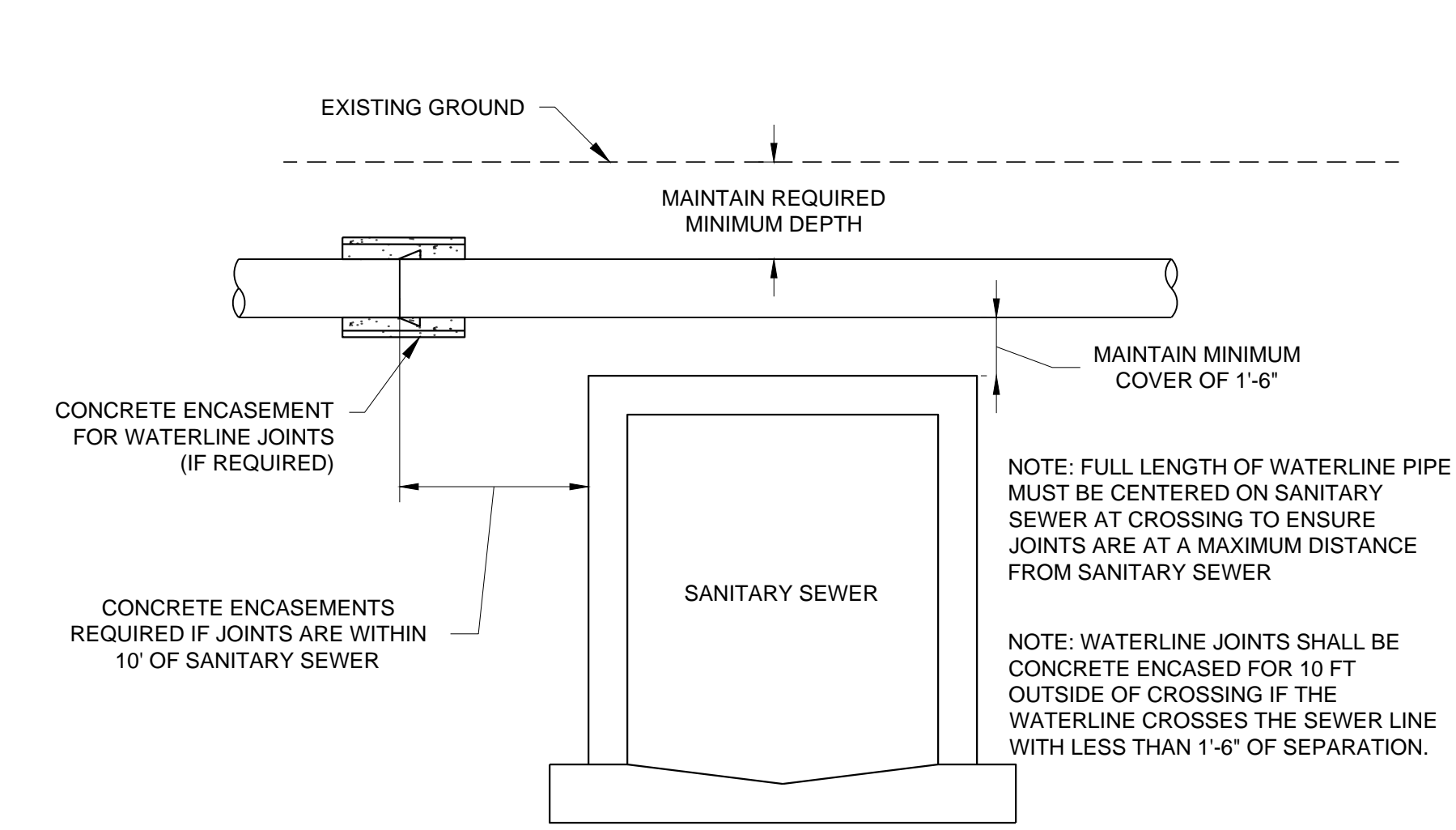
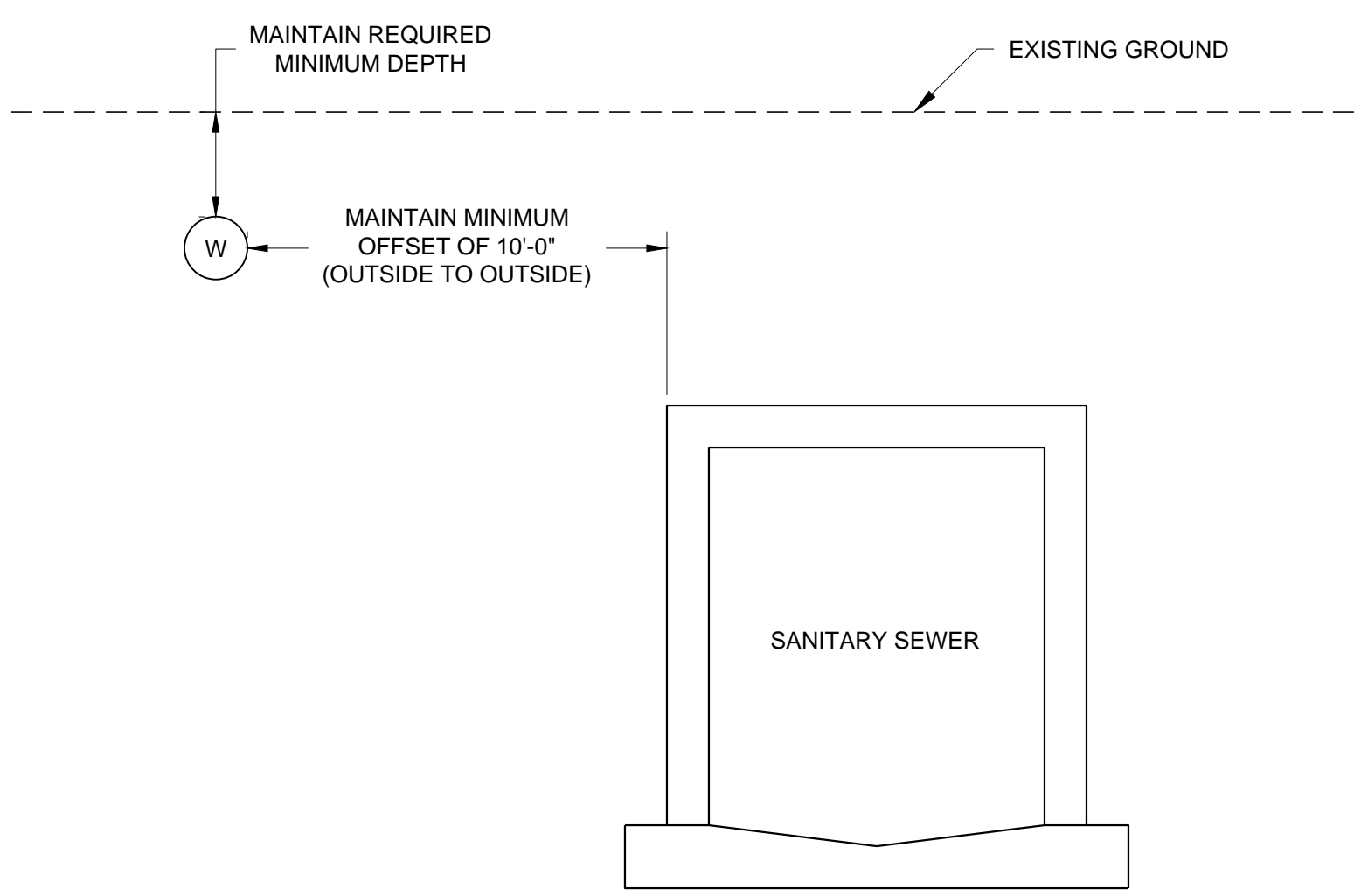
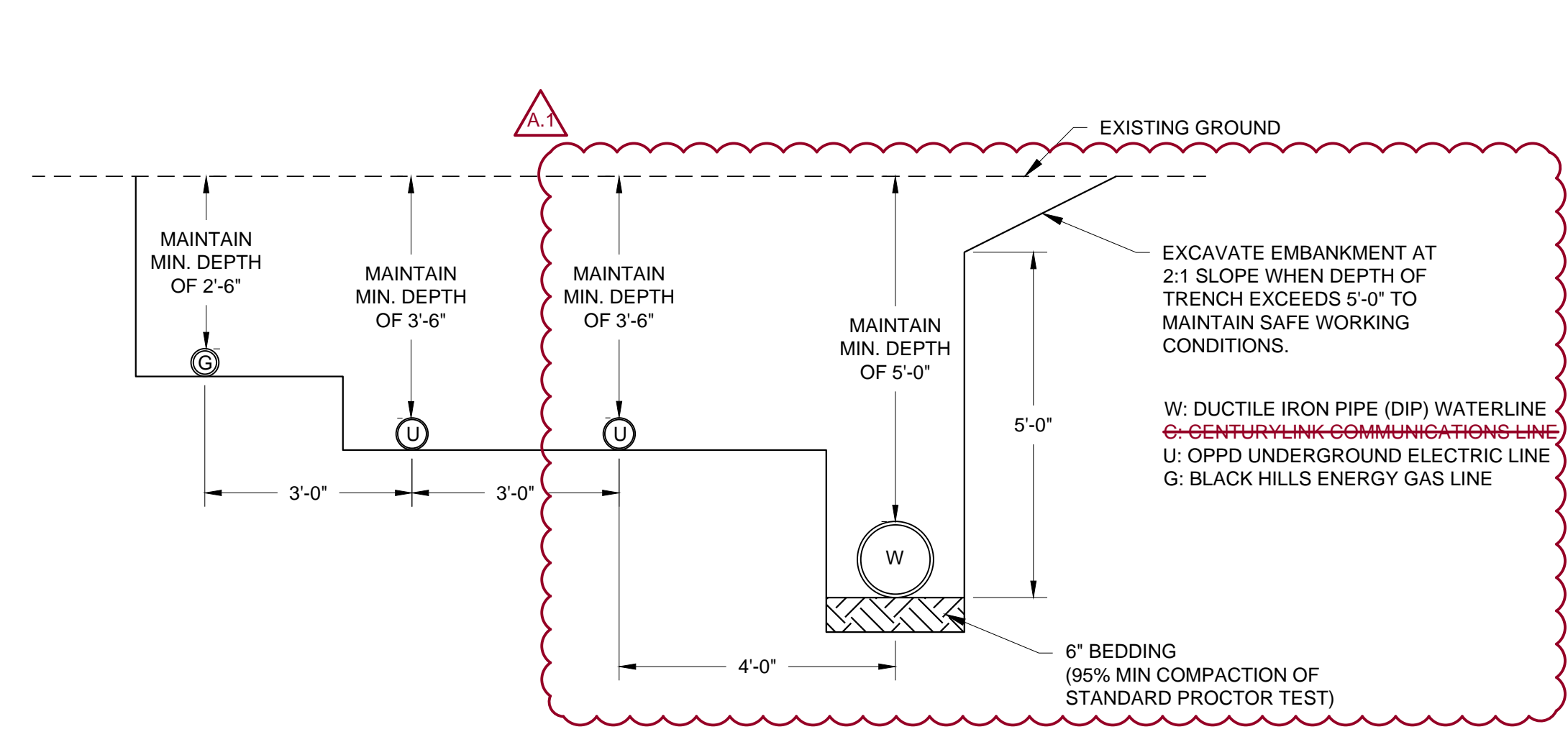


SANITARY SEWER CROSSING DETAIL
NOT TO SCALE



NO.	REVISIONS	DATE	BY
A.1	UPDATES AS PER ADDENDUM 1	1.21.2019	EDM
R.1	UPDATES AS PER REVISION 1	7.11.2019	EDM

New Relocation Plan



**SECOND AMENDMENT TO THE
INTERLOCAL COOPERATION ACT AGREEMENT
BETWEEN
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
AND
CITY OF OMAHA, NEBRASKA
FOR
MODIFICATIONS TO MISSOURI RIVER LEVEE SYSTEM R-613-616 AND
RELOCATION OF UTILITIES SERVICING THE PAPILLION CREEK
WASTEWATER TREATMENT PLANT**

THIS SECOND AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT (this “SECOND AMENDMENT”) is made by and between the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT (the “NRD”) and the CITY OF OMAHA, NEBRASKA (the “CITY”; the NRD and the CITY are hereinafter individually referred to as a “PARTY”, and collectively as “PARTIES”), pursuant to the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 to 13-827;

WHEREAS, the CITY owns and operates the Papillion Creek Wastewater Treatment Plant located at 15705 Harlan Lewis Road, Bellevue, Nebraska, which services areas west of 42nd Street in Omaha (“TREATMENT PLANT”);

WHEREAS, the NRD, as local sponsor, operates and maintains the Missouri River Levee System Unites R-616 and R-613 (the “LEVEE” or “LEVEE SYSTEM”, as applicable);

WHEREAS, the LEVEE SYSTEM provides critical flood protection to portions of property within the boundaries of the NRD and the CITY including the TREATMENT PLANT;

WHEREAS, the LEVEE SYSTEM is at risk of losing its Federal Emergency Management Agency (“FEMA”) accreditation status, and the loss of FEMA accreditation of the LEVEE SYSTEM would significantly impact the PARTIES;

WHEREAS, the NRD has retained a professional engineering firm to design and develop plans for the reconstruction and upgrading of the LEVEE SYSTEM in compliance with FEMA and USACE requirements;

WHEREAS, such plans require, among other things, the relocation of certain public and private utility line and related easements that are currently located on land owned by the CITY in an area to the south of the TREATMENT PLANT between the NRD’s Pedestrian Trail and the private driveway located on the TREATMENT PLANT property (the “SUBJECT UTILITIES”);

WHEREAS, the PARTIES entered into an Interlocal Agreement (the “AGREEMENT”) to relocate the SUBJECT UTILITIES and to allocate responsibility for the direct payment or reimbursement of certain costs incurred as a result of the relocation work;

WHEREAS, the CITY desires to extend the SUBJECT UTILITIES to areas beyond the original design which will result in additional costs to the NRD under the AGREEMENT;

WHEREAS, in March 2019, the Omaha metropolitan area, among other areas, endured a significant flooding event which caused damage throughout the CITY’s and the NRD’s jurisdictions, including making the TREATMENT PLANT inoperable for a significant period of time;

WHEREAS, as a result of the TREATMENT PLANT’s closure, the CITY was required to perform emergency sewage pumping into the Papillion Creek, at various locations; and

WHEREAS, the emergency sewage pumping into the Papillion Creek caused erosion to the NRD’s berm along the Big Papillion Creek south of Q Street in Omaha, Nebraska and along the Papillion Creek south of 13th Street and Capehart Road in Bellevue, Nebraska (the “NRD BERM DAMAGE”); and

WHEREAS, the NRD has already retained a contractor to perform work to modify the LEVEE SYSTEM and the contractor or the NRD’s personnel is willing to repair the NRD BERM DAMAGE (the “NRD BERM DAMAGE REPAIR”); and,

WHEREAS, the PARTIES entered into an amendment to this AGREEMENT (the “FIRST AMENDMENT”) to allocate responsibility for the direct payment or reimbursement of certain costs incurred as a result of the NRD BERM DAMAGE repair and extension of SUBJECT UTILITIES;

WHEREAS, as the work to be performed under the AGREEMENT and the FIRST AMENDMENT progressed, the NRD was informed that additional increases in the scope of work and materials needed to adequately perform the RELOCATION WORK and additional locations requiring berm damage repair; and

WHEREAS, the PARTIES desire to alter and amend the AGREEMENT with this SECOND AMENDMENT.

NOW, THEREFORE, for and in consideration of their mutual covenants contained in this SECOND AMENDMENT and in the AGREEMENT and FIRST AMENDMENT, and for

other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the AGREEMENT is amended as follows:

- 1) Paragraph 4 of the AGREEMENT is deleted in its entirety and replaced with the following:

4. CITY'S Responsibilities. The CITY agrees to the following:

a) Promptly review, and approve in writing, any and all plans and specifications provided by the NRD in connection with the NRD's obligations set forth in Section 5 below. The CITY's approval of such plans and specifications shall not be unreasonably withheld, delayed or conditioned. All requests by NRD under THIS AGREEMENT shall be deemed approved in the event the CITY does not respond to such requests within 30 days after NRD's written request.

b) Cooperate with the NRD on determining a reasonable relocation of the SUBJECT UTILITIES and related easements before the RELOCATION WORK commences.

c) Reimburse the NRD for the actual costs incurred by the NRD in relocating the gas line and extending the relocation of the SUBJECT UTILITIES located on the TREATMENT PLANT property, such reimbursement not to exceed \$235,000.00.

d) Effective as of the EFFECTIVE DATE, permit and grant to the NRD and to the NRD's contractors and agents the perpetual, non-exclusive right, license, rights-of-way, and permission to access and/or otherwise use the TREATMENT PLANT property for the purposes of (i) the NRD's RELOCATION WORK pursuant to THIS AGREEMENT, (ii) NRD's construction and ongoing operation, maintenance, and repair of the LEVEE SYSTEM located on the TREATMENT PLANT property.

e) Reimburse the NRD for the actual costs incurred by the NRD in performing the NRD BERM DAMAGE REPAIR, such reimbursement not to exceed \$285,000.00.

3. The following subsection d) shall be added immediately after subsection c) under Paragraph 5 NRD'S Responsibilities of the AGREEMENT, stating as follows:

d) Coordinate with its contractor(s) who is performing the work to modify the LEVEE SYSTEM to perform the NRD BERM DAMAGE REPAIR.

4. All other terms and conditions of the AGREEMENT shall remain unchanged and are in full force and effect.

IN WITNESS WHEREOF, the PARTIES have executed this SECOND AMENDMENT, on the respective dates hereinafter indicated, pursuant to authorizing resolutions duly adopted at regularly-called meetings of their governing bodies.

The CITY has executed this SECOND AMENDMENT on _____, 2020.

The CITY of OMAHA

By _____
JEAN STOTHERT, Mayor

Attest:

City Clerk

The NRD has executed this SECOND AMENDMENT on _____, 2020.

**PAPIO-MISSOURI RIVER NATURAL RESOURCES
DISTRICT**

By _____
JOHN WINKLER, General Manager

MEMORANDUM



TO: The File

FROM: Martin P. Cleveland

SUBJECT: Big Papio Levee (Q St. to Harrison St.)
Station 445+32 to 443+82L
Bank Erosion Repairs
Emergency Sewage Bypass Pumping in Spring 2019

DATE: September 24, 2020

In March 2019, during an area-wide flood event, the City of Omaha bypass pumped sewage from Omaha Papio Interceptor Sewer into the Big Papio Creek, near 67th and Q St. (see attached map). The sewage discharge pipe flow eroded the referenced Big Papio Creek – left bank levee berm and creek bank and caused the berm/bank to slough into the creek.

The District has agreed to repair the berm and creek bank damage on a reimbursable cost basis for construction staff and equipment time, consultant expense and material (rock riprap, erosion control mat) costs. Attached is a cost estimate for the proposed work, project location map and typical cross-section. The District plans on stabilizing a longer (715 ft.) bank erosion area that includes the sewage pumping damage area that is 150 ft. long. The District will pro-rate actual bank stabilization expenses, so that the City is only reimbursing for 150 Ft. of 715 ft. long stabilization area.

Enclosures

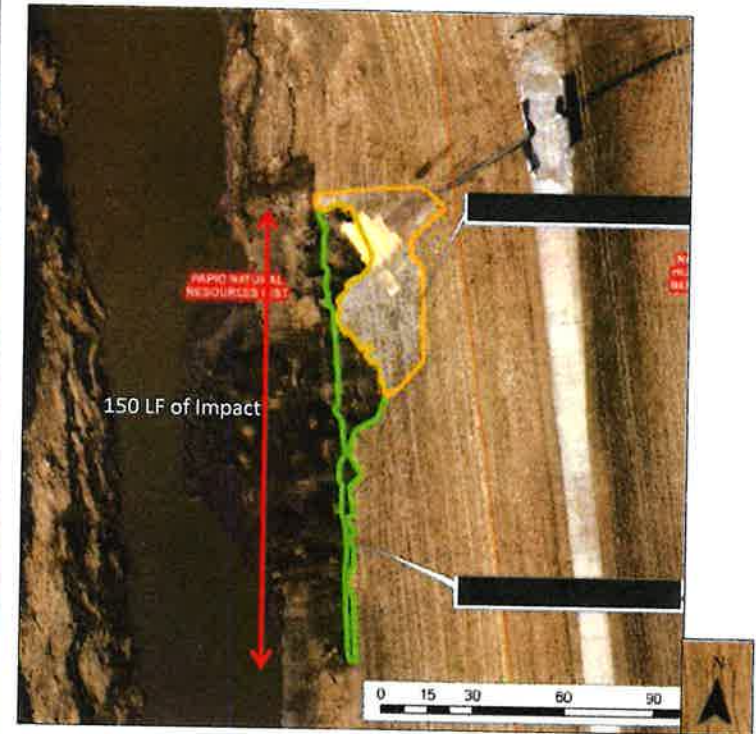
1. City of Omaha Horseman's Park Area Map of Erosion Area dated March 25, 2019.
2. District Location Map dated September 18, 2020.
3. Repair Cost Estimate dated September 21, 2020.
4. Typical Repair Cross-Section dated September 22, 2020.

Cc: Marlin Petermann and Paul Woodward, P-MRNRD
Jim Theiler, City of Omaha

Horseman's Park (67th and Q Street): Before 2019 March Flood and After 2019 March Flood
Date and Source: Apr 2018 Douglas County Data (<https://explorer.eagleview.com>) (left) and March 25, 2019 City of Omaha Map (right)



2018



March 25, 2019



Location Map

Big Papio "Q" Street Erosion



Lat: 41.204748
 Lon: -96.016205
 E: 2735923.00331
 N: 524787.79793

Lat: 41.202806
 Lon: -96.015878
 E: 2736045.56181
 N: 524085.36077

- Washout
- Extents of Erosion
- Erosion Area
- Culvert

0 100 200 Feet

North Arrow

Date Printed: 9/18/2020



Papio-Missouri River NRD Repair Cost Estimate

9/21/20

Big Papio Levee (Q to Harrison)

Station 445+32 to 443+82L

Bank Erosion due to City of Omaha Emergency Sewage Bypass Pumping in Spring 2019

	Unit	Amount	Unit Cost	Total Cost
1. Rock Riprap Installation *	Ton	1,350	\$ 105.00	\$ 141,750.00
material, haul, install				
2. Soil Cover of Riprap	Cubic Yard	150	\$ 20.00	\$ 3,000.00
use soil material from berm	CY ³			
3. Berm Washout Repair	Cubic Yard	1,360	\$ 20.00	\$ 27,200.00
Fill washouts with soil	CY ³			
4. Concrete Sidewalk **	Square Yard	23	\$ 72.00	\$ 1,656.00
remove/replace	SY ²			
as needed for access				
5. Seeding *	Acre	1	\$ 4,000.00	\$ 2,000.00
reseed disturbed berm				
6. Erosion Control Blanket **	Square Yard	1,000	\$ 5.00	\$ 5,000.00
on Berm, slopes disturbed by work	SY ²			
7. Sub-total = Items 1 through 6				\$ 180,606.00
8. Construction Contingency	30%			\$ 54,182.00
9. Direct Construction Cost	Items 7+8			\$ 234,788.00
10. Consultant Permitting Cost -				\$ 30,000.00
404, USACE Tech Review,				
Wetland Delineation				
11. Total Project Cost	Items 9+10			\$ 264,788.00

Total Project Cost - Rounded

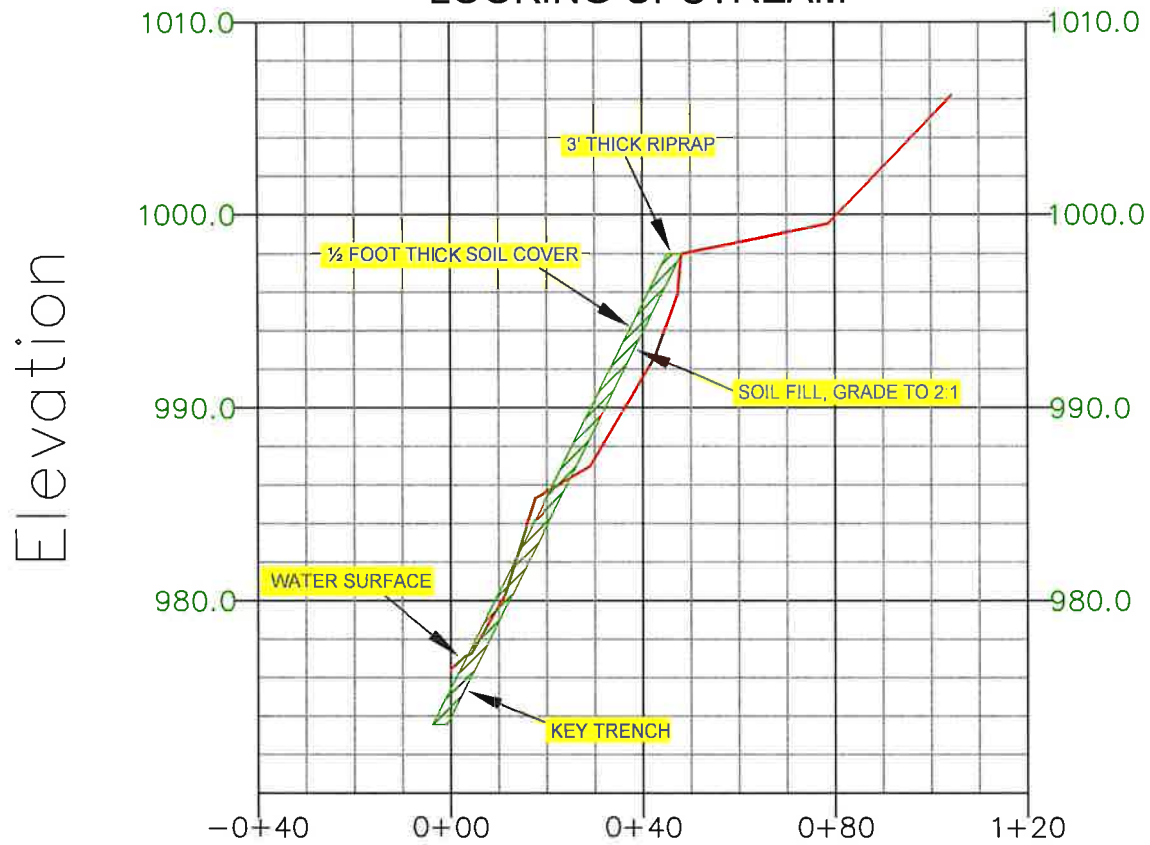
\$ 265,000.00

NOTES:

* USACE Papio Creek Repairs Bid in 2020 - Unit Cost

** Jacobs Estimate - 9/8/19 - Unit Cost

BIG PAPIO CREEK
"Q" to HARRISON ST.
BANK STABILIZATION TYPICAL CROSS SECTION
LOOKING UPSTREAM



9/22/2020