MEMORANDUM

TO: Finance, Expenditures, and Legal Subcommittee
FROM: Eric Williams, Natural Resources Planner
DATE: October 1, 2020
SUBJECT: West Papio Trail Connection Permit

An extension of the West Papio Trail from 90th Street to 108th & Giles Road was completed by the District in 2015 in collaboration with the City of Papillion, and City of La Vista. An additional extension of the trail from Giles Road to Q Street was completed in 2018, and the entire new stretch of West Papio Trail has been very popular with neighboring residents, as well as businesses in the area. Customers of the businesses in the plaza near 103rd and Portal Road (see attached map) have been using the trail to access the parking lot on the back side of the buildings. In order to maintain operations of the West Papio Channel project and provide access from the trail to the businesses, District staff have worked with business owners to develop plans for a trail connection to replace the informal path which has been used.

Working with trail advocates and supporters in the community, the business owners contracted for design services, and District staff provided technical review and support. The final plan (attached) includes maintenance of drainage along the ditch at the top of the channel, and an official trail connection to provide access for trail users and customers.

Facilities constructed on District property use the Occupation of Right-of-Way form (blank form is attached) to request permission for approved construction activities. District staff have reviewed the plans and are prepared to finalize the permit for this project. The City of Papillion has agreed to perform normal maintenance and operations of this connection as part of the larger trail project. Since this project includes surface improvements on District property, approval from the Board is required according to District policy.

Upon approval, the construction contract will be carried out, and this connection will expand recreation, active transportation, and access to natural resources for residents in the area, as well as supporting businesses who view the trail as a significant asset to their customers.

- Management recommends that the Subcommittee recommend to the Board of Directors that the General Manager be authorized to issue a Permit for Occupation of District Right-of-Way for the proposed connection to the West Papio Trail, subject to changes deemed necessary by the General Manager and approval as to form by District legal counsel.
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GRADING PLAN AND PROFILES

CULVERT PROFILE
TRAIL CONNECTOR PROFILE
PIPE BEDDING DETAIL

GRADING PLAN AND PROFILES
PERMIT FOR OCCUPATION OF LEVEE RIGHT-OF-WAY

This agreement is entered between: the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, a governmental subdivision of the State of Nebraska, with offices at 8901 South 154th Street, Omaha, Nebraska, hereinafter called "the District" and ________________, hereinafter called "the Permittee", which ofeth that,

WHEREAS, the Permittee desires to install ____________________ (hereafter called "the Construction") in the District's ________________ right-of-way (ROW) in __ 1/2 of Section ____, T____ N, R____ E, ______________ County, Nebraska.

WHEREAS, the District is agreeable to permit the construction in the aforesaid structure right-of-way in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of their mutual covenants herein expressed, it is agreed between the District and the Permittee that approval to construct, operate and maintain the construction, in accordance with the plans and specifications for an ________________ herein by reference, is hereby granted to the Permittee subject to the following conditions:

1. Levee and channel facilities and appurtenances thereof damaged as a result of the installation, operation and maintenance of the construction are properly and immediately restored to their "as built" condition. This shall include but not be limited to the following:

   (a) all excavations shall be backfilled with same or comparable material and compacted to a density at least equal to that of the adjacent Levee,
   (b) all seeded areas which are disturbed shall be re-seeded and an acceptable cover established,
   (c) all materials, pipe, debris and other material shall be removed from the site following completion of the construction.
   (d) a new three inch (3") thick by ten foot (10') wide crushed limestone (1-1/2 inch crusher run) surfacing will be placed on all traveled unpaved portions of levee roadway, unless District waives this requirement at the project final inspection.

2. The Permittee agrees to pay for all damages occasioned to the Levee system arising out of the construction and/or the use of the Levee system by the Permittee and/or its contractors. In the event of any damage to the levee system caused by the installation, operation or maintenance of the construction, the District shall notify the Permittee, who shall promptly cause such damage to be properly repaired to the satisfaction of the District. In the event that such damaged portions of the levee are not promptly or properly repaired by the Permittee, the District shall make the repairs and, following demand, shall have an action against the Permittee for the actual cost of such repairs, and for a reasonable fee for associated administration costs and for attorney fees.
3. The Permittee agrees to hold the District harmless from and against any and all liability, causes of action and claims occasioned by the use of said levee system by the Permittee, including liability for any injury to any personnel employed by the Permittee, and personnel employed by contractors or subcontractors of the Permittee, or personnel of the District, except for the negligence of the District, its agents and employees.

4. Use of the levee for vehicular traffic shall be limited to the area designated in the preceding paragraphs and shall be limited to 3/4 ton rated pickups and automobiles, except in the immediate work area.

5. The Permittee agrees to reimburse the District for any costs associated with inspection of the work permitted under this agreement, which costs should be itemized and forwarded by the District within ninety days after their accrual.

6. The Permittee agrees to notify the District 24 hours prior to beginning the construction on said levee system.

7. Upon completion of installation of the construction or any modifications thereto, the Permittee shall furnish to the District two copies of "as built" plans for the construction or modification, if it differs from the approved plans.

8. In the event the Corps of Engineers or the District shall determine that it shall be necessary to re-shape or re-build the levee, and in the event such work shall necessitate the removal, reinstallation, replacement, relocation and/or alteration of the Permittee's construction, Permittee agrees to have done or reimburse the District upon demand, for that part of the cost of such work that shall be determined by the District to be attributable to such removal, installation, replacement, relocation and/or alteration of the Permittee's construction.

9. The Permittee shall maintain the construction in a manner which will not interfere with the continued operation and maintenance of the levee and channel facilities. The level of flood protection afforded by the levee system must be maintained at all times.

10. Permittee assumes the entire risk of loss or damage to its construction, from all causes whatsoever, including flood or other natural disaster or act of God, and excluding only the sole negligence of the District or its officers and employees.

11. It is understood that this agreement does not include a warranty by the District of its title to the right-of-way or to the interest herein conveyed. It shall be the responsibility of the Permittee to secure such other approvals as shall be necessary for its construction.
IN WITNESS WHEREOF, the parties hereto have executed this agreement on the respective dates shown:

THE PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

By_________________________________________  Dated __________
John Winkler, General Manager

ATTEST:

By_________________________________________  Dated __________
Marlin J. Petermann, Assistant General Manager

______________________________
Permittee Name

By ____________________________  Dated __________
Name

ATTEST:

By ____________________________  Dated __________
Name

_______ MC:pb Form Permit Levee Row