

## MEMORANDUM

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

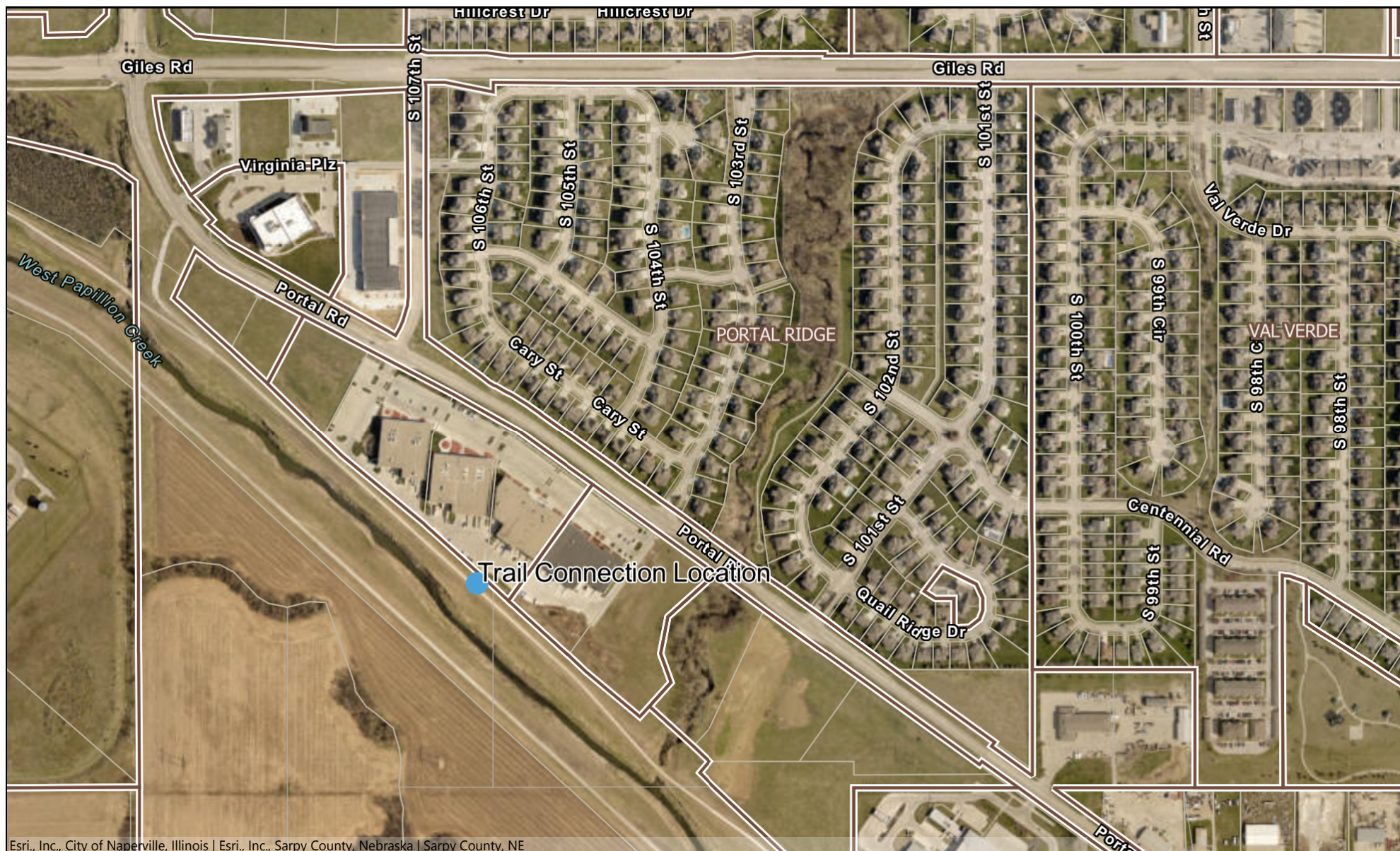
An extension of the West Papio Trail from 90<sup>th</sup> Street to 108<sup>th</sup> & Giles Road was completed by the District in 2015 in collaboration with the City of Papillion, and City of La Vista. An additional extension of the trail from Giles Road to Q Street was completed in 2018, and the entire 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 103<sup>rd</sup> 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.**

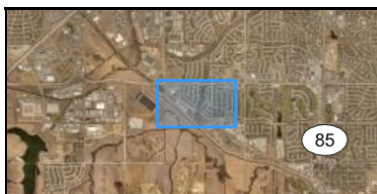


Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska | Sarpy County, NE

0 500 1000  
ft

Map Scale 1: 7962

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.



Notes

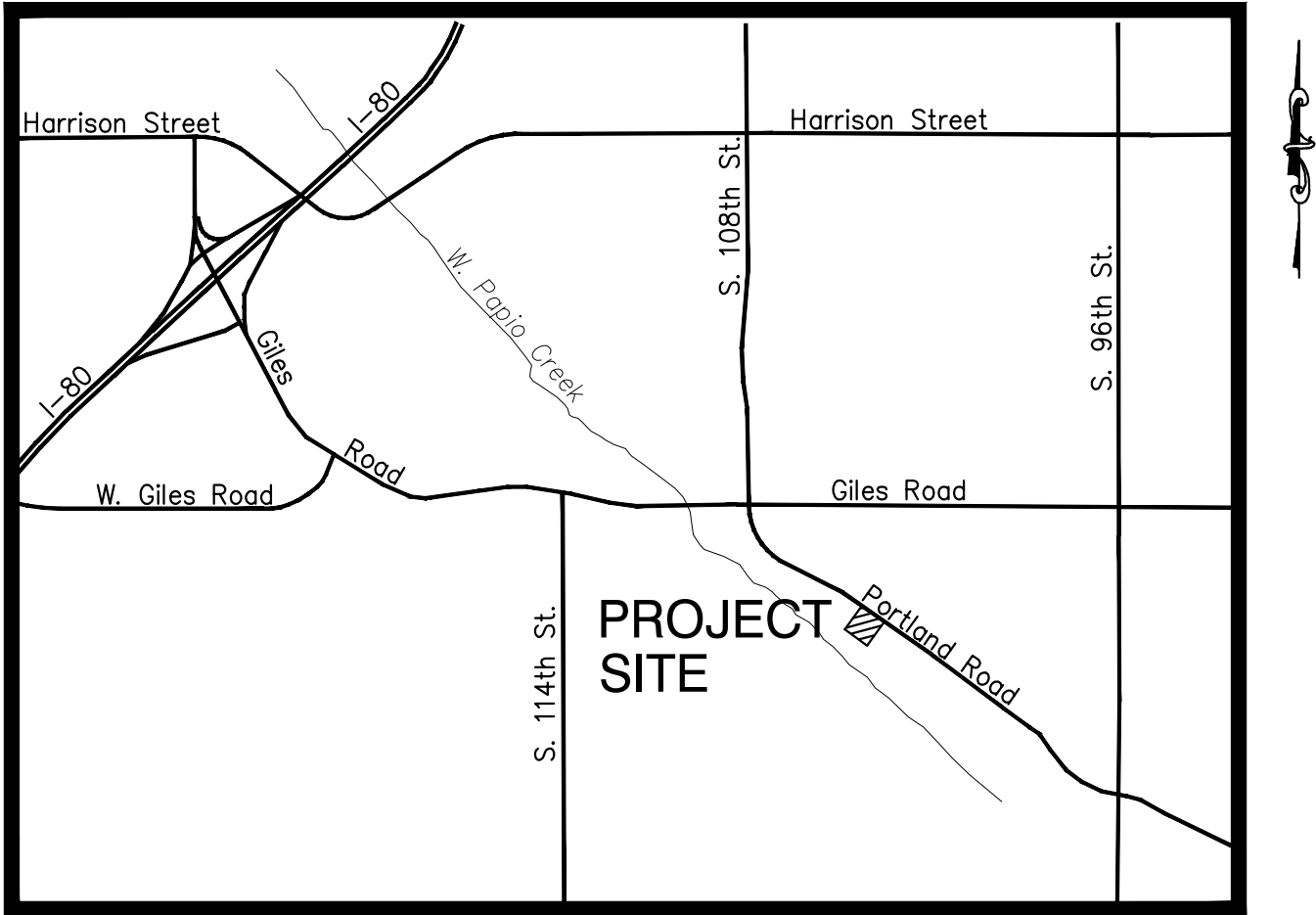




TRAIL CONNECTOR  
PAPILLION CREEK  
TRACTS OF LAND BEING LOT 1 AND 2, PORTAL PLAZA SOUTH  
REPLAT 4 AND LOT 4 PORTAL PLAZA SOUTH REPLAT 3  
SARPY COUNTY, NEBRASKA 68164  
IMPROVEMENT PLANS

ABBREVIATIONS

ABOVE FINISH FLOOR	AFF	NEW	(N)
ADDITIONAL	ADDNL	NOT IN CONTRACT	NIC
ALTERNATE	ALT	NOT TO SCALE	NTS
APPROXIMATE	APPROX	NOW OR FORMERLY	N/F
ARCHITECT	ARCH	NUMBER	NO
BALANCE	BAL	OUTSIDE FACE	O.F.
BEAM	BM	ON CENTER	OC
BEARING	BRG	OPENING	OPNG
BENCHMARK	BM	OPPOSITE	OPP
BETWEEN	BTWN	OUTSIDE DIAMETER	OD
BOTTOM	BOT		
CENTER	CTR	PAGE	PG
CENTERLINE	CL	PAVEMENT	PVMT
CLEAN OUT	CO	PLAT BOOK	PB
CLEAR	CLR	PLUMBING	PLMB
CONCRETE	CONC	POINT	PT
CONCRETE MASONRY UNIT	CMU	POUND PER SQUARE FOOT	PSF
CONNECT	CONN	POUND PER SQUARE INCH	PSI
CONSTRUCTION	CONST	PREFABRICATED	PREFAB
CONTINUE, CONTINUOUS	CONT		
CONTRACTOR	CONTR	QUANTITY	QTY
COORDINATE	COORD		
DEED BOOK	DB	RADIUS	R, RAD
DELTA	D	REFER, REFERENCE	REF
DIAMETER	DIA	REQUIRED	REQD
DOWN	DN	SANITARY	SAN
DOWNSPOUT	DS	SCHEDULE	SCHED
DRAWING	DWG	SECTION	SECT
		SHEET	SHT
EACH	EA	SIM	SIM
EDGE OF PAVEMENT	EOP	GRADE	SOC
ELEVATION	EL/ELEV	SPECIFICATIONS	SPEC
ENGINEER	ENG	SQUARE	SQ
EQUAL	EQ	STANDARD	STD
EXISTING	EX, EXIST, (E)	STEEL	STL
EXTERIOR	EXT	STRUCTURAL	STRUC
		SYMMETRICAL	SYM
FIELD VERIFY	FV		
FINISH, FINISHED	FIN	TO BE REMOVED	TBR
FINISH FLOOR ELEVATION	FFE	TO BE REMOVED AND REPLACED	TBR&R
FLOOR	FLR	TOP OF	T/
FOOTING	FTG	TOP & BOTTOM	T&B
FOUNDATION	FDN	TOP OF SLAB	T/SL
		TOP OF WALL	T/W
GRADE	GR	TYPICAL	TYP
HEIGHT	HT		
HORIZONTAL	HORIZ, HOR	UNLESS NOTED OTHERWISE	UNO
INFORMATION	INFO	USE IN PLACE	UIP
INSIDE DIAMETER	ID		
INTERIOR	INT	VERTICAL, VERTICALLY	VT OR VERT
		VERIFY IN FIELD	VIF
JOINT	JT	WIDE	W
		WITH	w/
LENGTH	L	WORKING POINT	WP
LIGHT	LT		
LOCATION	LOC		
LONG	LG		
LOW POINT	LP		
MANHOLE	MH		
MANUFACTURER	MFR		
MASONRY	MAS		
MAXIMUM	MAX		
MECHANICAL	MECH		
MEZZANINE	MEZZ		
MIDDLE	MID		
MINIMUM	MIN		
MISCELLANEOUS	MISC		



NOT TO SCALE  
LOCATION MAP

SHEET INDEX

SHEET NO.	DESCRIPTION
1.0	TITLE SHEET
2.0	SITE PLAN
3.0	GRADING PLAN
4.0	PROFILE AND DETAILS

SYMBOLS LEGEND

○ <sup>CO</sup>	- CLEAN OUT	●	- FOUND MONUMENTATION (AS NOTED)
○ <sup>EM</sup>	- ELECTRIC METER	⬮	- SITE BENCHMARK
□ <sup>TB</sup>	- TELEPHONE BOX/PEDESTAL	⊗	- UTILITY POLE
—OHE—	- OVERHEAD ELECTRIC	⌋	- GUY WIRE
—FO—	- FIBER OPTIC LINE	Ⓐ	- AIR CONDITIONER
—BT—	- BURIED TELEPHONE	●	- GRATE INLET
—G—	- GAS LINE	Ⓢ	- SANITARY MANHOLE
—W—	- WATER LINE	Ⓢ	- GAS VALVE
—○—	- SANITARY SEWER	Ⓢ	- GAS DRIP
===S===	- STORM SEWER	Ⓢ	- FIBER OPTIC HANDHOLD
---580---	- EXISTING CONTOURS	Ⓢ	- WATER VALVE
—600—	- PROPOSED CONTOURS	Ⓢ	- WATER METER
~~~~~	- EXISTING TREELINE	Ⓢ	- FIRE HYDRANT
		Ⓢ	- SIGN
		Ⓢ	- STOP SIGN
		Ⓢ	- MAILBOX
		Ⓢ	- TREE



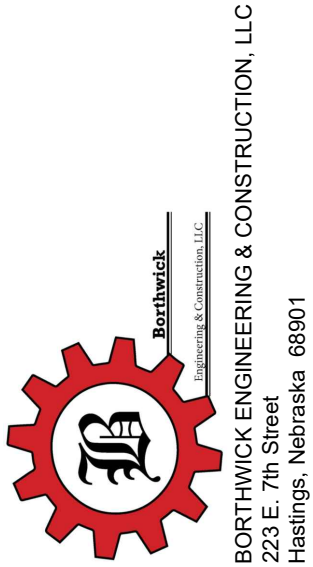
CALL BEFORE  
YOU DIG!  
1-800-DIG-RITE



COVER SHEET

TRAIL CONNECTOR  
PAPILLION CREEK CROSSING  
SARPY COUNTY, NEBRASKA  
CONCEPTUAL DESIGN

ISSUE DATE
06/03/2020
SCALE
AS NOTED
Job Number
Sheet Number
1.0



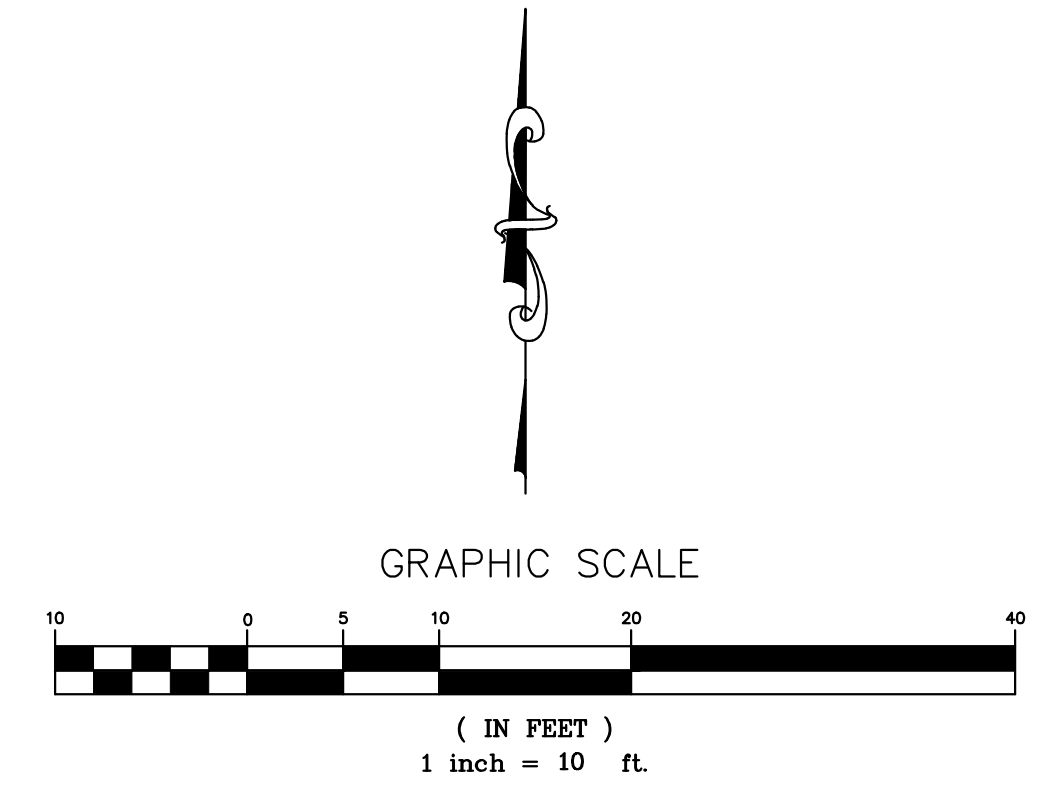
DEVELOPER/OWNER:

Date

Revisions

SEAL:

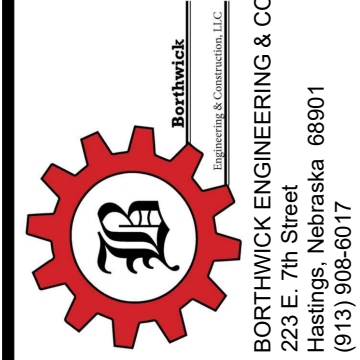
DATE: JOHN BORTHWICK, P.E.



A circular professional engineer seal for the State of Nebraska. The outer ring contains the text "PROFESSIONAL CIVIL ENGINEER" at the top and "STATE OF NEBRASKA" at the bottom. The inner circle contains the name "JOHN CHARLES BORTHWICK", the license number "E-8857", and the expiration date "9-8-20". A handwritten signature "John" is written across the left side of the seal, and a handwritten date "9/8/20" is written across the right side.

[illegible]

DEVELOPER/OWNER:



TRAIL CONNECTOR  
PAPILLION CREEK CROSSING  
SARPY COUNTY, NEBRASKA  
CONCEPTUAL DESIGN

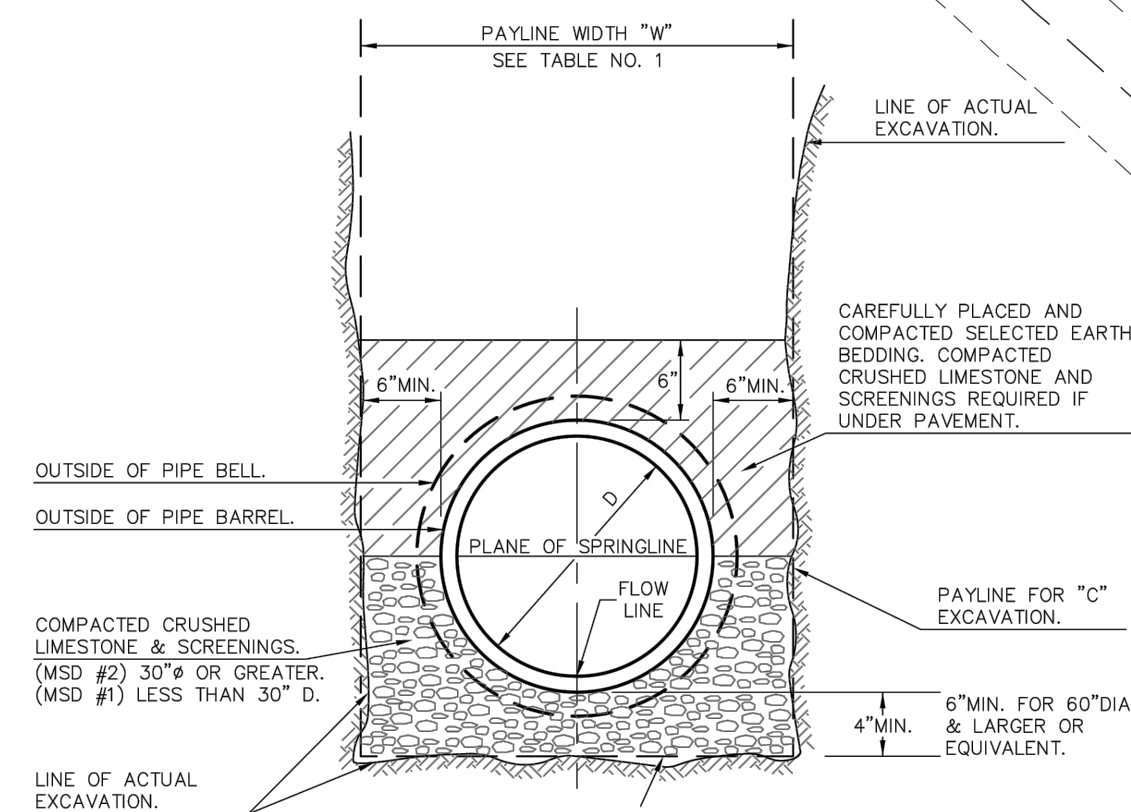
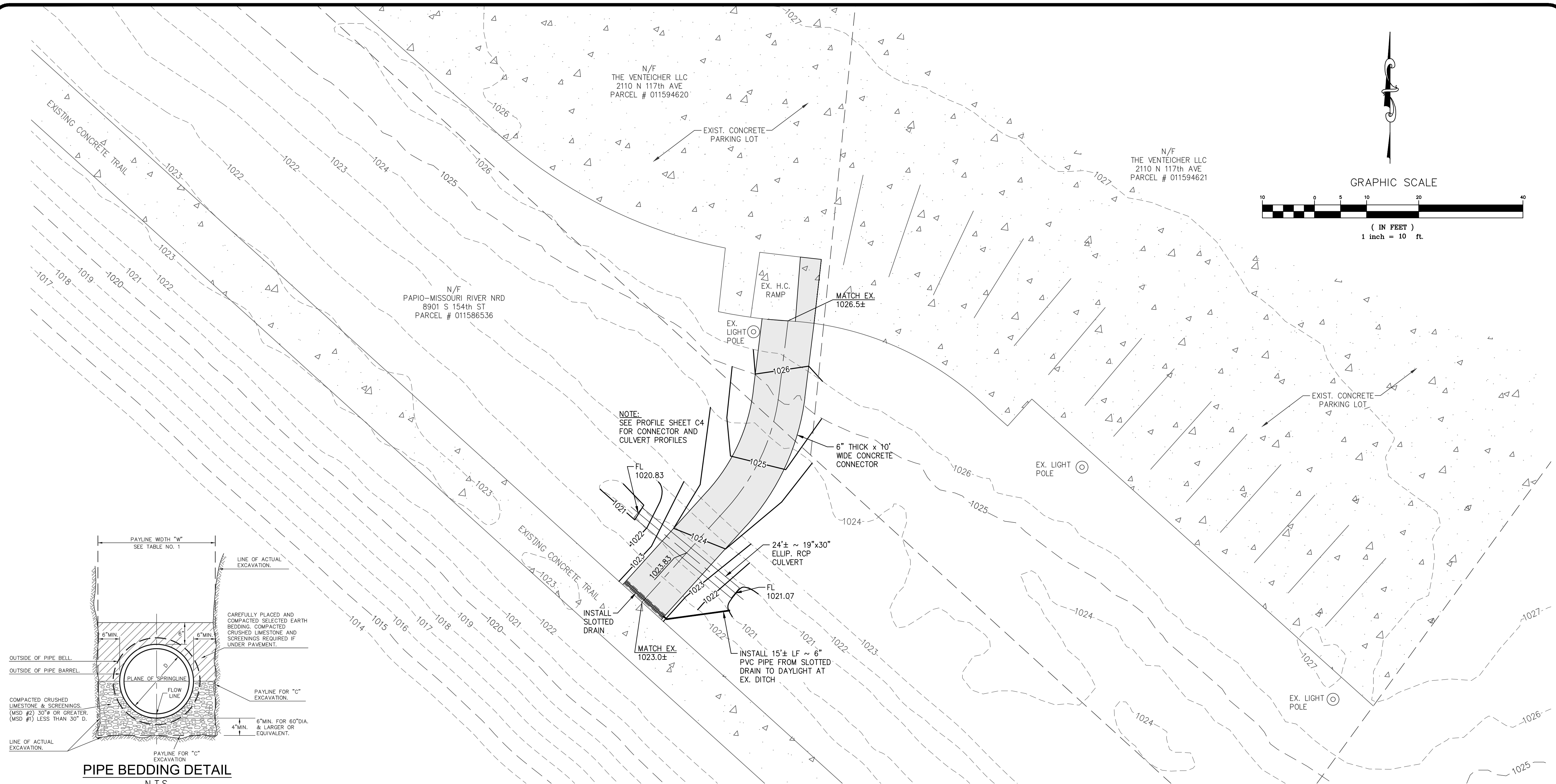
ISSUE DATE  
06/03/2020

SCALE  
AS NOTED

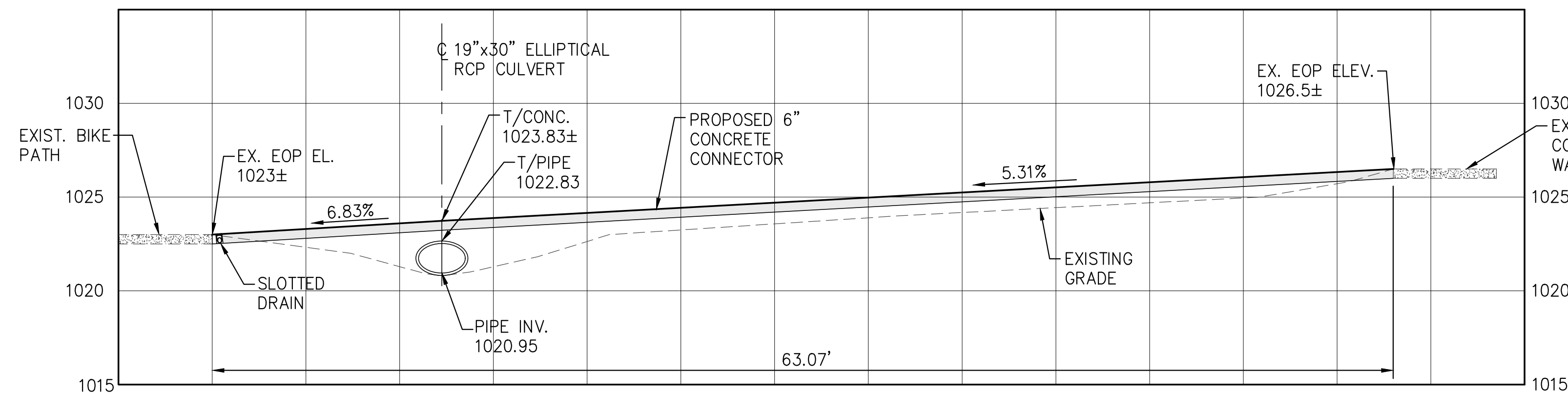
Job Number

Sheet Number  
2.0





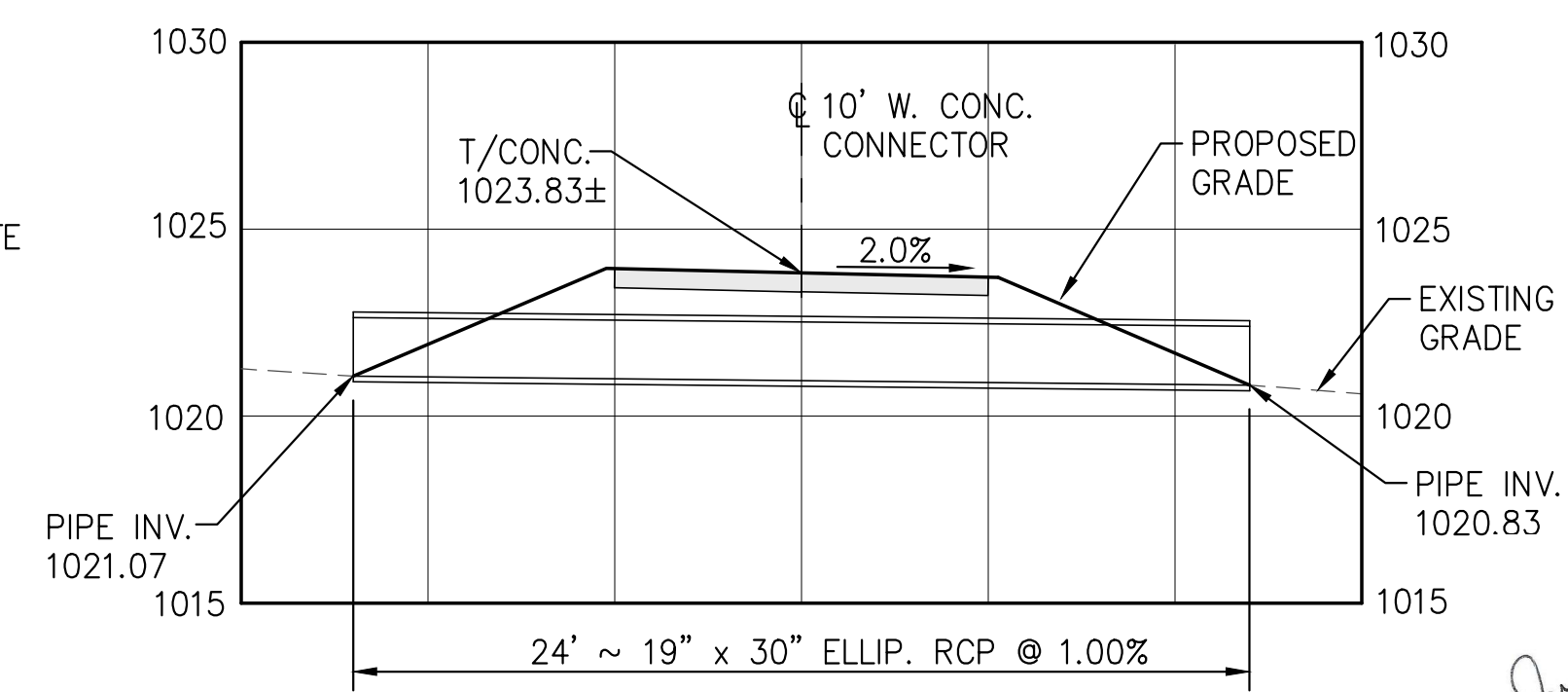
EXCAVATION  
**PIPE BEDDING DETAIL**  
N.T.S.



### TRAIL CONNECTOR PROFILE

HORIZ.: 1" = 5'-0"

VERT.: 1" = 5'-0"



### CULVERT PROFILE

HORIZ.: 1" = 5'-0"  
VERT.: 1" = 5'-0"

## 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 154<sup>th</sup> Street, Omaha, Nebraska, hereinafter called "*the District*" and \_\_\_\_\_, hereinafter called "*the Permittee*", witnesseth 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 \_\_\_\_\_  
John Winkler, General Manager

Dated \_\_\_\_\_

**ATTEST:**

By \_\_\_\_\_  
Marlin J. Petermann, Assistant General Manager

Dated \_\_\_\_\_

\_\_\_\_\_  
Permittee Name

By \_\_\_\_\_  
Name

Dated \_\_\_\_\_

**ATTEST:**

By \_\_\_\_\_  
Name

Dated \_\_\_\_\_

\_\_\_\_\_ MC:pb Form Permit.Levee Row