MEMORANDUM

TO: Programs, Projects and Operations Subcommittee

FROM: Martin P. Cleveland

SUBJECT: Western Sarpy/Clear Creek Flood Control Project--

Operation and Maintenance Addendum

DATE: December 2, 2020

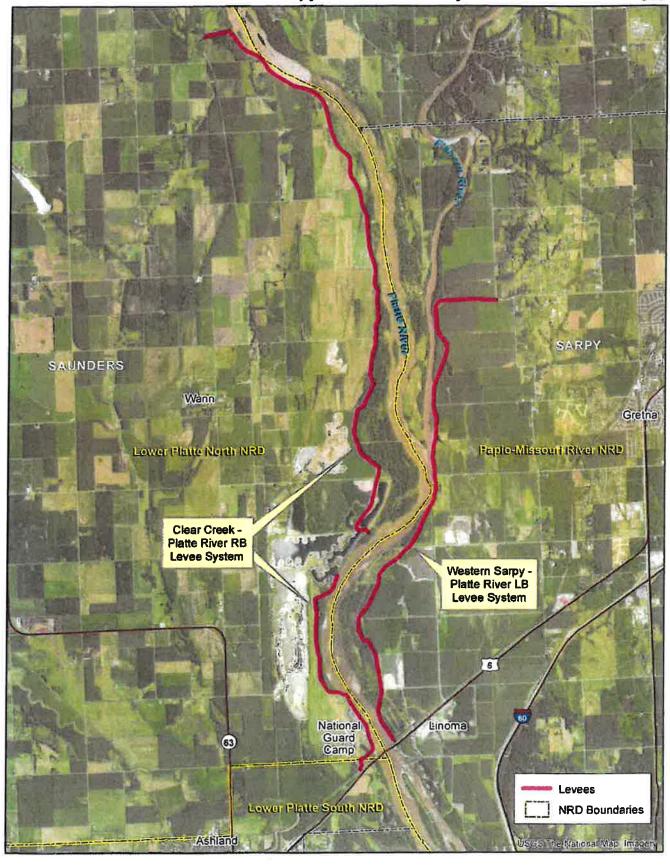
The Western Sarpy/Clear Creek Flood Control Project is along the Platte River in eastern Saunders County and western Sarpy County, between Ashland and Gretna, Nebraska. The 50-year level flood control project, consisting of levees, floodwalls and conservation measures was designed and constructed by the US Army Corps of Engineers. Local sponsorship (including land rights) was provided by the Lower Platte North NRD (LPNNRD), Lower Platte South NRD (LPSNRD) and the Papio-Missouri River NRD (P-MRNRD). The Project was completed in 2017 and consists of 8 miles of levee on the eastern side of Platte River and 13 miles of levee on the western side of the Platte River. Enclosed are two location maps with project features.

In 2001, the LPNNRD, LPSNRD and P-MRNRD signed an Interlocal Cooperation Act Agreement for the construction of the Western Sarpy/Clear Creek Project. In 2003, LPNNRD, LPSNRD, P-MRNRD and the Nebraska Army National Guard (NE-ARNG) signed an Interlocal Cooperation Act Agreement for the construction of a portion of the Western Sarpy/Clear Creek Project on the NE-ARNG property at Camp Ashland.

Enclosed for the Subcommittee's consideration is a proposed Operation and Maintenance Addendum to the before mentioned Interlocal Cooperation Act Agreements. The Addendum provides for the distribution of responsibility for operation, maintenance and repair, distribution of costs and assignment of flood fighting authority for the Project on the Camp Ashland property.

Management recommends that the Programs, Projects and Operation Subcommittee recommends to the Board of Directors that the General Manager be authorized to execute the proposed Operation and Maintenance Addendum to the 2001 and 2003 Interlocal Cooperation Act Agreements with the Lower Platte North NRD, the Lower Platte South NRD and the Nebraska Army National Guard for the Western Sarpy Clear Creek Flood Control Project, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.







OPERATION & MAINTENANCE ADDENDUM TO 2003 INTERLOCAL COOPERATION ACT AGREEMENT AMONG NEBRASKA ARMY NATIONAL GUARD, LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT, LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT and PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT FOR THE

NEBRASKA ARMY NATIONAL GUARD FLOOD CONTROL PROJECT **AND**

2001 INTERLOCAL COOPERATION ACT AGREEMENT AMONG LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT, LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT and PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT **FOR THE**

WESTERN SARPY/CLEAR CREEK FLOOD CONTROL PROJECT

This Interlocal Cooperation Act Agreement Addendum (hereinafter "THIS **ADDENDUM**") is made by and among the following:

Lower Platte North Natural Resources District (hereinafter "LPNNRD"); Lower Platte South Natural Resources District (hereinafter "LPSNRD"): Nebraska Army National Guard (hereinafter "NE-ARNG"); and, Papio-Missouri River Natural Resources District (hereinafter "P-MRNRD"), hereinafter referred to collectively as "the **PARTIES**".

In THIS ADDENDUM, (a) LPNNRD, LPSNRD and P-MRNRD will be referred to collectively as "the NRDS"; (b) the Western Sarpy/Clear Creek Flood Control Project, consisting of approximately eight (8) miles of levee on the eastern side of the Platte River and approximately ten (10) miles of levee on the western side of the Platte River, will be referred to herein as "the WS/CC PROJECT"; and, (c) the Nebraska Army 1

National Guard Flood Control Project, consisting of approximately three (3) miles of levee on the western side of the Platte River and other components on the eastern side thereof, will be referred to herein as "the **AS-BUILT NE-ARNG PROJECT**." ¹

WHEREAS, in a 2001 INTERLOCAL COOPERATION ACT AGREEMENT, entered into by and among the NRDS, such parties agreed that, with limited exceptions, the P-MRNRD, at its sole and unreimbursed cost and expense, shall perform or provide for the operation, maintenance, replacement, repair and rehabilitation (hereinafter "OMRR&R"), shall have flood-fight authority, and shall perform or provide for the performance of all other non-federal sponsor's duties, with respect to all those portions of the WS/CC PROJECT which are physically located within the boundaries of the P-MRNRD; and, agreed that, with limited exceptions therein stated, the LPNNRD, at its sole and unreimbursed cost and expense, shall perform or provide OMRR&R, shall have flood-fight authority, and shall perform or provide for the performance of all other non-federal sponsor's duties, with respect to all those portions of the WS/CC PROJECT which are physically located within the boundaries of the LPSNRD or the LPNNRD.

WHEREAS, in a 2003 INTERLOCAL COOPERATION ACT AGREEMENT entered into by and among the PARTIES (the "2003 AGREEMENT"), the PARTIES provided for the OMRR&R of the NE-ARNG PROJECT, as follows:

"7. **NE-ARNG PROJECT OMRR&R**. After construction of the NE-ARNG PROJECT is completed, the NRDS, without cost to the NE-ARNG, shall perform or provide for the OMRR&R of those portions of the NE-ARNG LEVEE and the WEIR

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¹ Components of the AS-BUILT NE-ARNG PROJECT are inventoried on the O&M Clear Creek and O&M Western Sarpy – DETAIL MAPS that are attached hereto as Attachment "A" and incorporated herein by reference.
nrd120525agWSCC O&M

AND REVETMENT which run alongside and immediately adjacent to the Platte River. The NE-ARNG shall perform or provide for the OMRR&R of the remaining portions of the NE-ARNG PROJECT, without cost to the NRDS. OMRR&R of the NE-ARNG PROJECT shall be performed in a manner compatible with the project's authorized purposes and in accordance with applicable Federal and State laws and specific directions prescribed in the NE-ARNG PROJECT OMRR&R MANUAL."

WHEREAS, the PARTIES desire to expand, modify and clarify their individual responsibilities to each other for the OMRR&R of certain components of the AS-BUILT NE-ARNG PROJECT, and desire to designate the respective members of the PARTIES who will have authority and responsibility for each such respective component of the AS-BUILT NE-ARNG PROJECT upon the occurrence of a Platte River flood in the vicinity of the AS-BUILT NE-ARNG PROJECT; and,

WHEREAS, THIS ADDENDUM is made pursuant to authority provided in the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. Secs. 13-801, et seq.), without a separate entity being created, and whenever possible, THIS ADDENDUM shall be construed in conformity therewith.

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

1) DISTRIBUTION OF RESPONSIBILITY AND AUTHORITY FOR OMRR&R. After completion of construction, the respective responsibilities of the PARTIES for OMRR&R of components of the AS-BUILT NE-ARNG PROJECT, and the respective authorities of the PARTIES for direction and supervision of such components upon the expectation or occurrence of Platte River and Salt Creek flooding in the vicinity of the AS-BUILT NE-ARNG PROJECT, shall be and is hereby distributed among and assumed by the following respective PARTIES as shown in the following table, to-wit: nrd120525agWSCC O&M

OMRR&R RESPONSI- BILITY	FLOOD FIGHT AUTHORITY	LOCATION COMPONENT
		WEST SIDE OF PLATTE RIVER
		CLEAR CREEK LEVEE EXTENSION
LPNNRD	LPNNRD	• "Camp Ashland Levee" (Levee adjacent to Platte River from station FW73+50 to CA63+60)
LPNNRD	LPNNRD	• "Culverts" (Concrete boxes under County Road A at station LVo+85, 48" RCP in Fuse Plug Levee at station LV8+56 and twin 60" RCPs in Camp Ashland Levee at station CA51+42)
LPNNRD	Flood Fight Director ² LPNNRD	• "Fuse Plug Levee" (Sand Fuse Plug/earth levee from station LVo+00 to station FWo+00, including the Fuse Plug Notch and concrete slab centerline at station LV7+57 3
LPSNRD	LPNNRD	"BNSF RR Berm" (Earth berm, erosion control and rip rap parallel to and partially on BNSF RR ROW)
LPSNRD	LPNNRD	"Salt Creek Floodway" (Area between the BNSF RR Berm and the NE-ARNG Levee, extending from the Fuse Plug Levee to the Platte River)
NE-ARNG	NE-ARNG	"Fuse Plug Notch Temporary Flood Barrier" centerline at station LV7+57
		NE-ARNG PROJECT
NE-ARNG	NE-ARNG	"Weir and Revetment" (Sheet pile/weir and rip rap extending from BNSF RR Berm to the NE-

The Flood Fight Director's duties are identified in Western Sarpy/Clear Creek Flood Reduction Project Sarpy County and Saunders County, Nebraska – Clear Creek - Platte River Right Bank Levee System Clear Creek - Platte River RB Levee Segment Operation and Maintenance Manual – APPENDIX B – Camp Ashland Fuse Plug Embankment Operating Procedures (hereinafter the "Camp Ashland Fuse Plug O&M Manual"), adopted by the U.S. Army Corps of Engineers.

³ See "CAMP ASHLAND FUSE PLUG" plan view diagram dated September 19, 2018, a copy of which is attached hereto as Attachment "B" and incorporated herein by reference.

		ARNG Levee station FWo+oo)
OMRR&R RESPONSI- BILITY	FLOOD FIGHT AUTHORITY	LOCATION COMPONENT
NE-ARNG	NE-ARNG	• "NE-ARNG Levee" (Levee adjacent to Platte River from station FW0+00 to station FW73+50, including flood wall, rip rap and 48" RCP at station FW5+45)
		EAST SIDE OF PLATTE RIVER
		WESTERN SARPY LEVEE EXTENSION
P-MRNRD	P-MRNRD	"Western Sarpy Levee" extending northerly from Private (Bundy) Road at station WS43+25LB to northern boundary of NE-ARNG property at station WS133+72LB
		EAST BANK CHUTE CONSERVATION MEASURES
P-MRNRD	NE-ARNG	"East Bank/East Chute" (Platte River chute extending northerly from Platte River to northern boundary of NE-ARNG property
P-MRNRD	NE-ARNG	• "3 Texas Crossings over East Bank/East Chute"
NE-ARNG	NE-ARNG	"Culvert and road crossing over East Bank/East Chute"
P-MRNRD	NE-ARNG	"East Bank/West Chute" (Platte River chute extending northerly from on NE-ARNG property onto P-MRNRD property)

2) **DISTRIBUTION OF COSTS FOR OMRR&R**. Each of the PARTIES, at its sole cost and unreimbursed expense, shall perform or provide OMRR&R for the components of the AS-BUILT NE-ARNG PROJECT for which they are responsible, with nrd120525agWSCC_O&M

the following exceptions, to-wit:

- a) In the cases of components on the West side of the Platte River, identified above as the CLEAR CREEK LEVEE EXTENSION, (1)LPNNRD shall perform all OMRR&R required for the "Camp Ashland Levee", "Culverts" and "Fuse Plug Levee"; and LPSNRD shall reimburse upon demand onehalf (1/2) of the reasonable cost and expense incurred by LPNNRD for such OMRR&R of such components; (2) LPSNRD shall perform all OMRR&R for the "BNSF RR Berm" and "Salt Creek Floodway"; and LPNNRD shall reimburse upon demand one-half (1/2) of the reasonable cost and expense incurred by LPSNRD for such OMRR&R of such components; and (3) the NE-ARNG shall perform all OMRR&R for the "Fuse Plug Notch Temporary Flood Barrier" and provide for the annual installation, prior to snow melt season Platte River flooding, and for the annual removal after snow melt season Platte River flooding, of a temporary flood barrier in the Fuse Plug Notch, all at its own cost and unreimbursed expense.
- b) In the cases of components on the East side of the Platte River, identified above as EAST BANK CHUTE CONSERVATION MEASURES, (1) the NE-ARNG shall perform all OMRR&R for the "Culvert and road crossing over the East Bank/East Chute" at its own cost and unreimbursed expense; and (2) P-MRNRD shall perform all other OMRR&R required for such components and the NE-ARNG shall reimburse upon demand one-half (1/2) of the reasonable cost and expense incurred by P-MRNRD for such OMRR&R of such components.

- 3) **COORDINATING COMMITTEE**. The PARTIES hereby establish a committee (hereinafter the "WS/CC COORDINATING COMMITTEE"), consisting of one member-representative(s) designated by each of the PARTIES, who shall serve at the pleasure of their appointing PARTIES and who, upon the expectation or occurrence of Platte River flooding in the vicinity of the AS-BUILT NE-ARNG PROJECT, shall commence to confer regularly with the other PARTIES, exchange information and prepare cooperative plans for flood fighting and for implementation of the Camp Ashland Fuse Plug O&M Manual. The WS/CC COORDINATING COMMITTEE shall meet at least once annually and the P-MRNRD is designated as the lead agency of the committee.
- 4) **FLOOD FIGHT DIRECTOR**. The PARTIES hereby designate the General Manager of the LPNNRD, or his delegate, as the "Flood Fight Director" referred to in the Camp Ashland Fuse Plug O&M Manual for the AS-BUILT NE-ARNG PROJECT.
- 5) **RATIFICATION.** Except as the 2003 AGREEMENT or the 2001 AGREEMENT are expressly amended by THIS ADDENDUM, the 2003 AGREEMENT and 2001 AGREEMENT shall remain in effect and binding upon the parties who entered into the respective agreements.
- 6) **EFFECTIVE DATE.** THIS ADDENDUM shall be deemed to have permanent duration, and shall become effective upon complete execution of counterparts of THIS ADDENDUM by the PARTIES.

IN WITNESS WHEREOF,

THIS ADDEN	DUM is executed	by the Lower Platte North Natural Resour
District on this	day of	, 20
	Lower Plat	te North Natural Resources District
	Ву:	
	Title:	<u> </u>
THIS ADDENI	OUM is executed by	the Lower Platte South Natural Resources
District on this	day of	, 20
	Lower Plat	te South Natural Resources District
	Ву:	
	Title:	
	_	the Nebraska Army National Guard on this
day of	, 20	
	Nebraska A	Army National Guard
	Ву:	·
	Title:	
THIS ADDENI	DUM is executed by	the Papio-Missouri River Natural Resources
District on this	day of	, 20
	Papio-Miss	souri River Natural Resources District
	Ву:	
	Title:	

