

Memorandum

To: Papio-Missouri River Natural Resources District Programs Projects and Operations Subcommittee
From: Paul W. Woodward, PE, Groundwater Management Engineer
Date: May 6, 2021
Re: Second Amendment to the Interlocal Agreement with the City of Tekamah for Wellhead Protection Area Plan Cost-Share

The Board approved an Interlocal Agreement with the City of Tekamah in July of 2018 to assist the City in developing a Drinking Water Protection Management Plan (DWPMP) for their community's municipal water supply and Wellhead Protection Area. Tekamah applied for and received a Source Water Protection Grant from NDEE to cover \$41,000 of the anticipated \$56,000 cost for the DWPMP. Per the agreement, the NRD and Tekamah are responsible for splitting the remaining \$15,000, or \$7,500 apiece.

A First Amendment to the Interlocal Agreement with Tekamah was approved by the NRD Board in July of 2019. This amendment allowed the NRD to provide an additional \$10,000 toward a Nebraska Environmental Trust (NET) funded project which helped properly re-abandon old wells and install a lower well seal in Tekamah's municipal well (PWS #1) near their fire station, see Figure 1. This first NET grant provided \$40,000 in funding for the approximately \$62,000 in well construction work. Tekamah covered the other \$12,000.

A draft of the DWPMP has been completed by JEO Consulting Group for the City, but the Nebraska Department of Environment and Energy (NDEE) and EPA are recommending changes to the plan that were not anticipated. As such, NDEE is providing additional grant funds that will cover 90% of the additional costs. The remaining local cost would be less than \$1,050 extra, so the District and Tekamah are proposing that the second amendment to the interlocal agreement increase the maximum amount the NRD can reimburse Tekamah from \$7,500 to \$8,550.

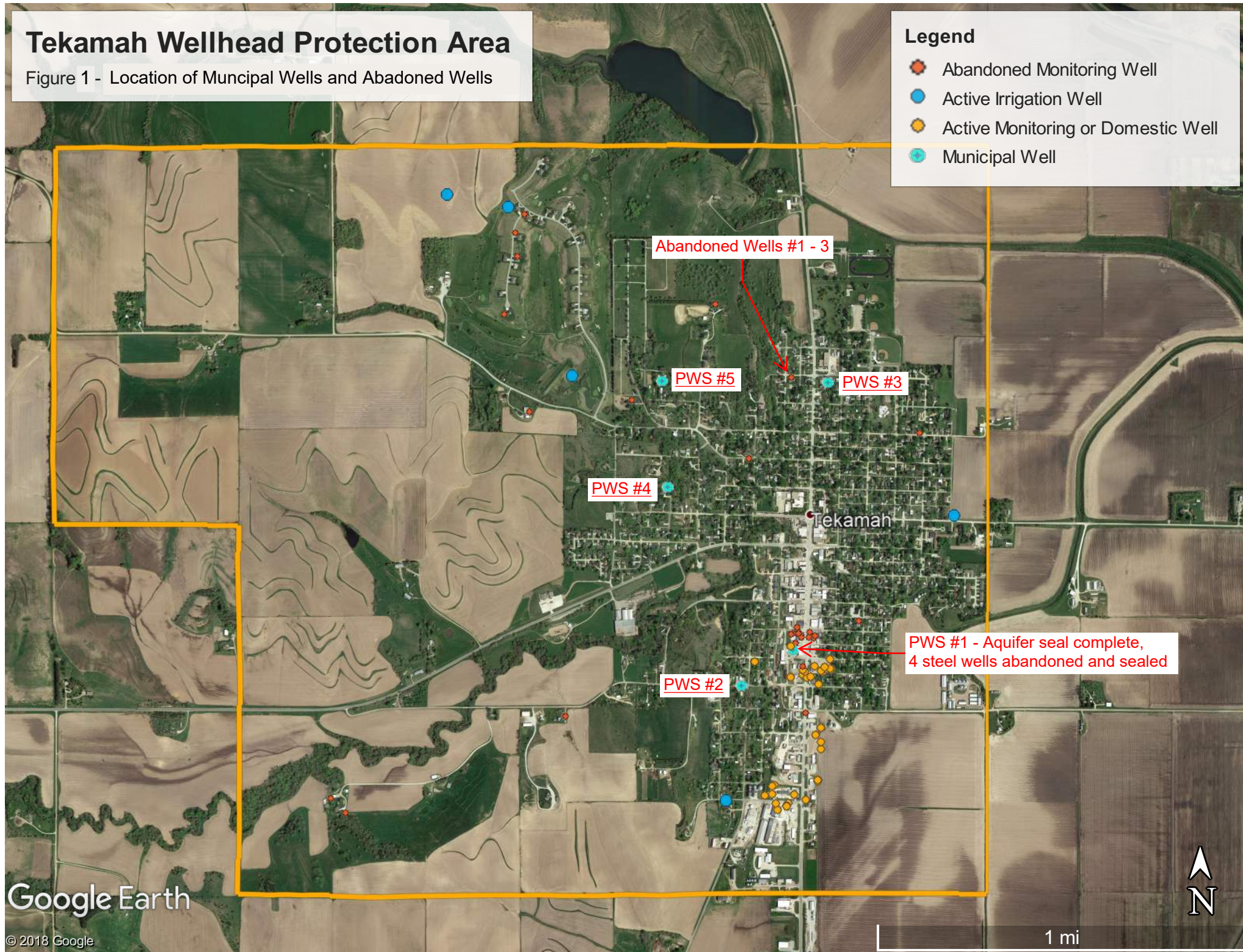
The first well abandonment and municipal well seal project was a success, reducing tested nitrate levels in Tekamah's municipal well from 15 ppm to 3 ppm or less. It is anticipated that properly decommissioning additional wells and installing a new aquifer seal on the City's four other wells will help protect Tekamah's drinking water from shallow, higher nitrate groundwater perched closer to the ground surface.

Because of this success, the City of Tekamah applied for and received another NET grant to properly abandon 3 older wells and install an aquifer seal in the other four municipal wells, see Figure 1. This new NET grant is for \$173,480 in funding and showed cost-share by Tekamah and the P-MNRD of \$26,000 and \$30,000 respectively. The NRD Board approved support for this grant in August 2020. This proposed second amendment increases the amount the NRD is authorized to reimburse Tekamah by the additional \$30,000, from \$10,000 to \$40,000.

Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute the proposed Second Amendment to the Interlocal Agreement with the City of Tekamah for Wellhead Protection Area Plan Cost Share, making the maximum not to exceed amount for the agreement \$48,550 in District funds, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.

Tekamah Wellhead Protection Area

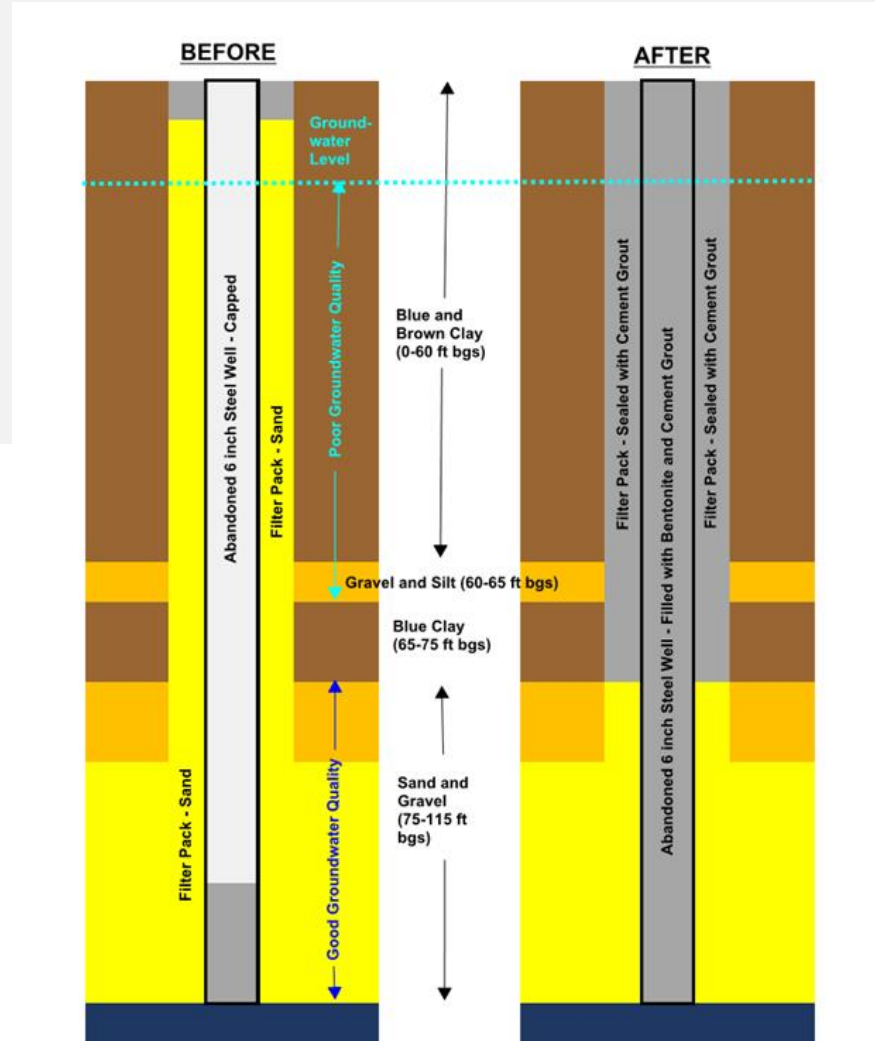
Figure 1 - Location of Muncipal Wells and Abadoned Wells





Community Wellhead Protection Area Plans

- Tekamah, NE
 - Drinking Water Protection Management Plan (eligible for Section 319 funding)
 - AEM data + perform pump test to determine shallow, medium and deep aquifer connections
 - Enhanced abandonment and seals for community wells near fire station as part of NDHHS well abandonment study



**SECOND AMENDMENT TO THE
INTERLOCAL COOPERATION AGREEMENT
Between
THE CITY OF TEKAMAH, NEBRASKA
And
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
For
WELLHEAD PROTECTION AREA PLAN COST-SHARE**

THIS SECOND AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT (this “**AMENDMENT**”) is made by and between the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (the “**DISTRICT**”) and **CITY OF TEKAMAH** (the “**TEKAMAH**”) pursuant to the authority provided in the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. §§13-801, et seq.).

WHEREAS, TEKAMAH and DISTRICT are parties to an Interlocal Cooperation Act Agreement for the Wellhead Protection Area Plan Cost-share dated February 28, 2019 (the “**AGREEMENT**”) wherein the DISTRICT agreed to contribute certain funds to assist in the development of a wellhead protection plan for the Tekamah Wellhead Protection Area;

WHEREAS, TEKAMAH and DISTRICT are parties to the First Amendment To Interlocal Cooperation Act Agreement for the Wellhead Protection Area Plan Cost-share dated July 25, 2019 (the “**AGREEMENT**”) wherein the DISTRICT agreed to contribute certain funds to assist in the Enhanced Well Decommissioning Project;

WHEREAS, TEKAMAH retained a professional consultant, Groundwater Solutions Group, LLC (“**PROFESSIONAL CONSULTANT**”) to conduct an

investigation and evaluation of certain public water system wells within the Tekamah Wellhead Protection Area;

WHEREAS, the PROFESSIONAL CONSULTANT concluded after its investigation that several of TEKAMAH's currently utilized public water supply wells lacks adequate environmental sealing and that certain abandoned public water system wells need to be properly decommissioned;

WHEREAS, TEKAMAH, acknowledging the importance of acting on the PROFESSIONAL CONSULTANT'S conclusions, applied for and received a 2021 Nebraska Environmental Trust Grant for Municipal Well Seal Augmentation for Groundwater Protection.

WHEREAS, TEKAMAH and the Nebraska Department of

WHEREAS, the DISTRICT supports the Municipal Well Seal Augmentation for Groundwater Protection project and Tekamah's 2021 Nebraska Environmental Trust Grant, and desires to increase its funding under the AGREEMENT to address the issues identified by the PROFESSIONAL CONSULTANT.

NOW, THEREFORE, for and in consideration of their mutual covenants contained herein and in the AGREEMENT, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the AGREEMENT is amended as follows:

1. Amend Paragraph IV.1 to the AGREEMENT as follows:

DISTRICT agrees to:

1. Reimburse Tekamah up to sixty percent (60%) of their total actual costs associated with the Tekamah Wellhead Protection Area Plan, after the funds provided by the Source Water Protection Grant from the Nebraska Department of Environment and Energy (NDEE) are fully utilized, up to and not to exceed \$8,550; and

2. Amend Paragraph IV.3 to the AGREEMENT as follows:

DISTRICT agrees to:

3. Reimburse Tekamah up to and not to exceed \$40,000 of their total costs associated with the Enhanced Well Decommissioning project.
3. All other terms and conditions of the AGREEMENT shall remain unchanged and are in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment, on the dates hereinafter indicated.

[signature page follows]

The TEKAMAH has executed this AMENDMENT on _____, 2021.

THE CITY OF TEKAMAH, NEBRASKA

By _____

Name _____

Title _____

Attest:

City Clerk

The DISTRICT has executed this AMENDMENT on _____,
2021.

**PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT**

8901 South 154th Street, Omaha, NE 68138-3621

By _____

**JOHN WINKLER
General Manager**