

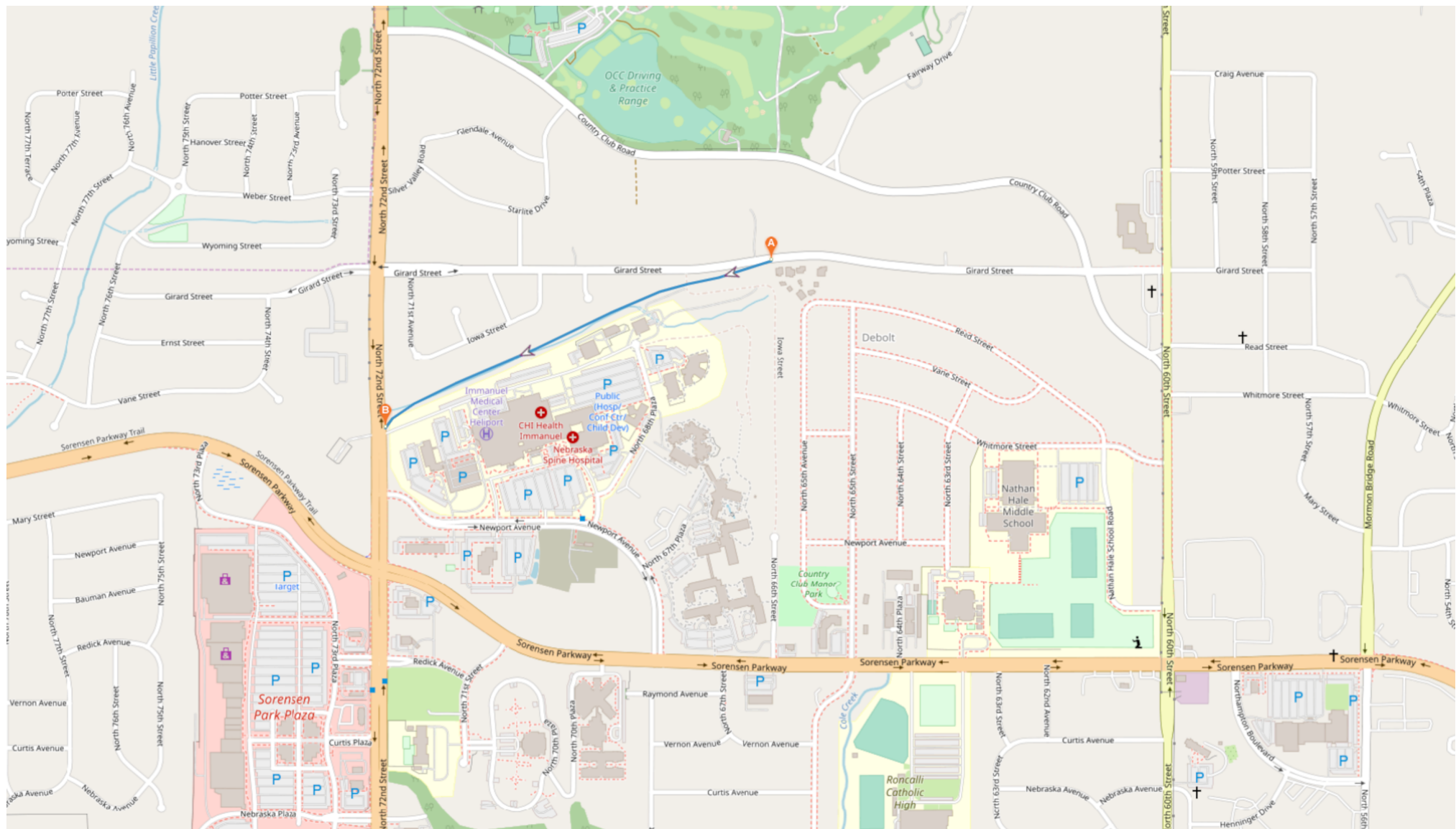
MEMORANDUM

TO: Programs, Projects, and Operations Subcommittee
FROM: Eric Williams, Natural Resources Planner
SUBJECT: Interlocal Agreement with City of Omaha and CHI Health for Sorensen Trail
DATE: April 5, 2023

Former railroad corridors provide excellent trail development opportunities and the “rails to trails” concept has been used across the country and in many locations through the District territory. An overgrown and abandoned rail corridor north of Sorensen Parkway was identified by District staff as having high potential to be repurposed as a trail. A conceptual study was completed to determine the scope of work necessary to design and construct the short connection from Girard Street to the east side of 72nd Street. This is intended to be a step toward the larger regional vision of connecting the Keystone Trail on the west to the Riverfront Trail on the east. A map of the area and an aerial view of the trail corridor are attached.

In order to complete this project, the District has worked with the City of Omaha, and CHI Health to outline responsibilities for portions of the work. An Interlocal Agreement specifies details for how the three parties will work together. In summary, the District will design and construct the trail, the City of Omaha will receive the completed project and provide ongoing operations and maintenance, and CHI Health will provide the land rights along the railroad corridor. A letter of support from CHI Health is attached. Upon execution of the attached Interlocal Agreement, the District will contract for professional services to complete a design for the project.

- **It is recommended that the Subcommittee recommend to the Board that the General Manager be authorized to execute the Interlocal Agreement with the City of Omaha and CHI Health for the Sorensen Trail, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.**



Girard Connection To 72nd Street



January 6, 2022

Eric Williams
Papio- Missouri River Natural Resources District
8901 S. 154th St.
Omaha, NE 68138

RE: Support of Sorensen to Girard Trail Connection Plan

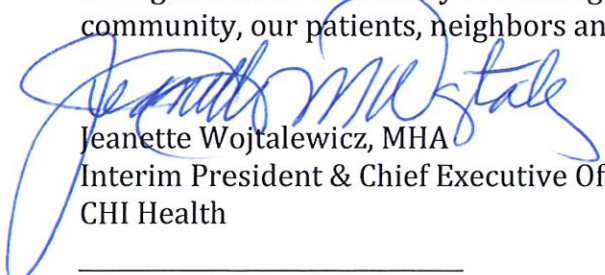
Dear Mr. Williams,

I am writing in support of funding for the proposed Sorenson to Girard Trail Connection. This project will create a trail for our patients, staff and neighbors to safely recreate.

CHI Health Immanuel campus is located in North Omaha, just east of 72nd St., where a portion of the proposed Sorenson to Girard trail will be developed. The trail will provide significant community benefit by expanding access to safe outdoor recreation space in North Omaha. One in three Northeast Omaha residents and 10% of Northwest Omaha residents report a lack of trails as a barrier to obtaining regular physical activity. Only about one in five North Omaha residents receive the recommended amount of daily physical activity and the majority of area adults (71% Northeast Omaha, 66% Northwest Omaha, respectively) are overweight or obese, which places them at a greater risk for a host of deleterious health consequences, including hypertension, diabetes, stroke and cardiovascular disease, than healthy weight adults.¹

In order to create the trail connection, it will be necessary for CHI Health to gift a parcel of owned land (0140410004) in what was once a railroad corridor, but is now largely a wooded and unproductive space on the North side of the Immanuel campus. CHI Health is supportive of the land being used for the express purpose of creating a trail connection.

Thank you for the opportunity to partner in creating greater access to trails for walking, biking and otherwise safely recreating in nature in North Omaha. This is a benefit to the community, our patients, neighbors and staff.



Jeanette Wojtalewicz, MHA
Interim President & Chief Executive Officer
CHI Health

¹ Professional Research Consultants. 2021. Community Health Needs Assessment: Douglas, Sarpy, Cass Counties, NE and Pottawattamie County, IA. https://www.douglascountyhealth.com/images/CHNS/CHA/2021_PRC_CHNA_Report_-_Omaha_Metro_Area.pdf

INTERLOCAL COOPERATION ACT AGREEMENT
BETWEEN
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT,
AND
THE CITY OF OMAHA, NEBRASKA
AND
ALEGENT HEALTH – IMMANUEL MEDICAL CENTER
FOR
SORENSEN TRAIL, GIRARD CONNECTION

THIS INTERLOCAL COOPERATION ACT AGREEMENT (“**THIS AGREEMENT**”) is made pursuant to the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 to 13-827, *et seq.*, by and between the following parties (“the **PARTIES**”), to wit: the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (“the **NRD**”); **CITY OF OMAHA, NEBRASKA** (“the **CITY**”); and **ALEGENT HEALTH – IMMANUEL MEDICAL CENTER** (“**ALEGENT**”).

RECITALS:

WHEREAS, the NRD has the power and authority to develop and manage recreation and park facilities for public use pursuant to Neb. Rev. Stat. § 2-3229(11), and pursuant to such authority, the NRD has developed and is developing recreational trails within its respective geographic boundary; and,

WHEREAS, the CITY has the power and authority to develop and manage recreation and park facilities for public use pursuant to Neb. Rev. Stat. §§ 14-366, 14-101, *et seq.*, and pursuant to such authority, the CITY has developed and is developing recreational trails within its respective geographic boundary; and,

WHEREAS, ALEGENT is a non-profit corporation created pursuant to Neb. Rev. Stat. § 19-901, 19-9,177, *et seq.*; and

WHEREAS, the CITY operates and maintains over 120 miles of paved multi-use recreational trails within the CITY's geographic boundary (the "**CITY TRAIL SYSTEM**"); and,

WHEREAS, the PARTIES desire to expand and connect the CITY TRAIL SYSTEM with the development and management of a new multi-use recreational trail over a certain portion of a now abandoned railway (the "**GIRARD CONNECTION PROJECT**"); and,

WHEREAS, the PARTIES desire to provide herein for the cooperative development, design, construction, operation, maintenance, regulation and ownership of the GIRARD CONNECTION PROJECT and to specify the rights, duties and obligations of the PARTIES in connection therewith.

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

1. PROJECT PARTICIPANTS. The GIRARD CONNECTION PROJECT shall be undertaken by the PARTIES, as provided herein, without any separate entity being created, and the duties and responsibilities of the PARTIES with respect to the GIRARD CONNECTION PROJECT shall be as defined by THIS AGREEMENT.

2. PROJECT LAND. The GIRARD CONNECTION PROJECT shall be constructed on parcels of land in Douglas County, Nebraska conceptually depicted in the document attached hereto as Exhibit "A" and incorporated herein by reference ("the **PROJECT LAND**").

3. ACQUISITION OF PROJECT LAND. ALEGENT shall dedicate the PROJECT LAND for the GIRARD CONNECTION PROJECT to the CITY upon

written request by the CITY. The CITY shall pay all costs associated with the dedication of the PROJECT LAND from ALEGENT and any other property needed to complete the GIRARD CONNECTION PROJECT.

4. SUBDIVISION OF PROJECT LAND. If certain portions of adjacent real property to the PROJECT LAND or PROJECT LAND require subdivision, the NRD shall assist the CITY and ALEGENT with the subdivision process and the NRD shall pay all costs associated with the required subdivision of property.

5. GENERAL BENEFIT. The PARTIES do hereby find and agree that the GIRARD CONNECTION PROJECT, as herein described, will be of general benefit to CITY and NRD with only an incidental special benefit.

6. THE ENGINEERS. The NRD shall retain engineering consultants (“the **ENGINEERS**”) approved by the CITY to design the GIRARD CONNECTION PROJECT and to prepare plans and specifications and contract documents for, and administer construction of the GIRARD CONNECTION PROJECT.

7. PRELIMINARY PLANS. The ENGINEERS shall prepare preliminary plans and specifications for the GIRARD CONNECTION PROJECT (collectively, “the **PRELIMINARY PLANS**”), in accordance with the provisions of THIS AGREEMENT, subject to the following:

- a) The PRELIMINARY PLANS shall be drawn in accordance with design criteria provided by the General Manager of the NRD; and,
- b) The PRELIMINARY PLANS shall be in general compliance with applicable Nebraska state and federal statutes, rules and regulations; and,
- c) The PRELIMINARY PLANS shall be in accordance with CITY design standards, rules and regulations.

8. APPROVAL OF PRELIMINARY PLANS. Upon the ENGINEERS’ completion of the PRELIMINARY PLANS, and after approval of the

same by the NRD, the PRELIMINARY PLANS shall be submitted to the CITY for its written approvals, such approvals to not be unreasonably withheld or delayed.

9. PREPARATION OF FINAL PLANS. Upon receipt by the NRD of the CITY'S written approval of the PRELIMINARY PLANS, the NRD shall direct the ENGINEERS to prepare final plans and specifications for the GIRARD CONNECTION PROJECT (collectively, "the **FINAL PLANS**"), in accordance with the provisions of THIS AGREEMENT, subject to the following:

- a) The FINAL PLANS shall be drawn in accordance with design criteria provided by the General Manager of the NRD
- b) The FINAL PLANS shall be in general compliance with applicable Nebraska state and federal statutes, rules and regulations; and,
- c) The FINAL PLANS shall be in accordance with CITY design standards, rules and regulations; and,
- d) The FINAL PLANS shall include legal descriptions of the PROJECT LAND to be acquired by the CITY, if not already acquired by the CITY.

10. APPROVAL OF FINAL PLANS FOR PROJECT. Upon the ENGINEERS' completion of the FINAL PLANS and approval of the same by the NRD, the FINAL PLANS shall be submitted to the CITY for its written approval. The CITY shall have a period of 30 days to review and approve or disapprove the same in writing or suggest amendments thereto, and shall have an additional period of 30 days to review and approve subsequent amendments thereto. Such approvals shall not be withheld or delayed unreasonably.

11. THE PROJECT CONTRACTOR(S). The NRD shall retain one or more general contractors ("the **CONTRACTOR(S)**"), with the CITY's input, to construct the GIRARD CONNECTION PROJECT.

12. CONSTRUCTION OF THE GIRARD CONNECTION PROJECT. Within 30 days after the CITY'S approval of the FINAL PLANS, or at such other time as the PARTIES agree in writing, whichever is later, the NRD will order commencement of construction of the GIRARD CONNECTION PROJECT, which shall be constructed in general conformance with the FINAL PLANS approved by the CITY.

13. CONTRACTOR'S WARRANTIES. The NRD shall enforce all bonds and warranties given by the CONTRACTOR(S) and their subcontractors in the CONSTRUCTION CONTRACT(S).

14. PAYMENT OF COSTS. Except as may otherwise be provided in THIS AGREEMENT, the NRD shall pay all the costs of design and construction of the GIRARD CONNECTION PROJECT. The NRD shall reimburse the CITY for the amounts paid related to the dedication of the PROJECT LAND or acquisition of any other property needed for the GIRARD CONNECTION PROJECT in accordance with the procedure set forth in Paragraph 3.

15. CONSTRUCTION OBSERVATION. The NRD, will contract for engineering observation and administration of construction of the GIRARD CONNECTION PROJECT, and the CITY shall be given the opportunity to fully observe such construction at all reasonable hours and upon its request contemporaneously receive from the NRD copies of all written communications between or issued by the NRD and/or the ENGINEERS and/or the CONTRACTOR(S) pertaining to such construction, including but not limited to statements by the ENGINEERS as to percentage of completion and substantial completion.

16. OPERATION AND MAINTENANCE. After completion of construction of the GIRARD CONNECTION PROJECT, the CITY, at its sole cost and expense, shall permanently operate, maintain, repair, replace and regulate the GIRARD CONNECTION PROJECT and PROJECT LANDS.

17. INDEMNIFICATIONS. The CITY shall defend, indemnify, and hold the NRD and ALEGENT harmless from and against all costs and expenses, including attorneys fees and court costs, resulting from claims, demands or causes of action for personal injury or property damage arising out of or resulting from the CITY'S operation, maintenance, repair, replacement, or regulation of the GIRARD CONNECTION PROJECT and PROJECT LANDS, excepting such personal injuries or property damages as may be caused by the sole negligence of the NRD or ALEGENT. The NRD shall defend, indemnify, and hold the CITY and ALEGENT harmless from and against all costs and expenses, including attorneys fees and court costs, resulting from claims, demands or causes of action for personal injury or property damage arising out of or resulting from the NRD's engagement for design and construction services for the GIRARD CONNECTION PROJECT, excepting such personal injuries or property damages as may be caused by the sole negligence of the CITY or ALEGENT.

18. RISK OF LOSS. After completion of construction of the GIRARD CONNECTION PROJECT, the risk of loss of or damage to such PROJECT components or facilities shall be borne by the party that has an obligation hereunder to operate and maintain such components or facilities, whether such loss or damage results from flood or other casualty whatsoever.

19. APPROVALS. Wherever THIS AGREEMENT speaks of approval and/or consent by the CITY, such approval and/or consent shall be manifested by act of the CITY'S Mayor or Parks, Recreation, and Public Property Director. Wherever THIS AGREEMENT speaks of approval and/or consent by the NRD, such approval and/or consent shall be manifested by act of the General Manager of the NRD. Wherever THIS AGREEMENT speaks of approval and/or consent by ALEGENT, such approval and/or consent shall be manifested by act of the Board Chairperson.

20. NONDISCRIMINATION. The PARTIES shall not, in the performance of THIS AGREEMENT, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability under the Americans with Disabilities Act, political or religious opinions, affiliations or national origin.

21. CAPTIONS. Captions used in THIS AGREEMENT are for convenience and are not used in the construction of THIS AGREEMENT.

22. APPLICABLE LAW. The PARTIES to THIS AGREEMENT shall conform to all existing and applicable state laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under THIS AGREEMENT.

23. MERGER. THIS AGREEMENT shall not be merged into any other oral or written agreement, lease or deed of any type.

24. MODIFICATION. THIS AGREEMENT contains the entire agreement of the PARTIES. No representations were made or relied upon by either of the PARTIES other than those that may be expressly set forth herein. No agent, employee or other representative of any PARTY is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of such PARTY.

25. STRICT COMPLIANCE. All provisions of THIS AGREEMENT and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from an authorized representative.

26. INVALID PROVISIONS. In the event that any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition, or provision herein contained shall not affect the validity of the remainder of the covenants,

conditions or provisions of THIS AGREEMENT, which shall in all respects remain a legally binding agreement with the invalid portion being deleted; provided, however, that the validity of any such covenant, condition, or provision does not materially prejudice either of the PARTIES in its respective rights and obligations contained in the valid covenants, conditions, or provisions of THIS AGREEMENT.

27. NON-WAIVER. No delay or failure by either of the PARTIES to exercise any right under THIS AGREEMENT, and no partial or single exercise of that right, shall constitute a waiver of that or any other right unless otherwise expressly provided herein. A valid waiver by either of the PARTIES shall not be deemed to extend the amount of time available to perform any other act required under THIS AGREEMENT.

28. FURTHER AGREEMENTS. Each of the PARTIES will, whenever and as often as the other may request, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered any and all such further conveyances, assignments or other instruments and documents as the requesting party may believe to be necessary, expedient or proper in order to complete any and all conveyances, transfers, and assignments herein provided and to do any and all other acts and to execute, acknowledge and deliver any other documents so requested in order to carry out the intent and purposes of THIS AGREEMENT.

29. EFFECTIVE DATE AND TERM. THIS AGREEMENT shall become effective upon its execution by the PARTIES, and shall be perpetual in its duration.

30. NOTICES. Any notice required under the terms of THIS AGREEMENT shall be deemed to have been given within forty-eight (48) hours after written notice has been deposited in the United States mail; and:

a) Notices to the CITY provided for in THIS AGREEMENT shall be sufficient if sent by certified or registered mail, postage prepaid, addressed to:

Director of Parks, Recreation and Public Property
City of Omaha, Nebraska
1819 Farnam Street, Suite 701
Omaha, Nebraska 68183;

b) Notices to the NRD provided for in THIS AGREEMENT shall be sufficient if sent by certified or registered mail, postage prepaid addressed to:

General Manager
Papio-Missouri River NRD
8901 South 154th Street
Omaha, Nebraska 68138-3621

c) Notices to ALEGENT provided for in THIS AGREEMENT shall be sufficient if sent by certified or registered mail, postage prepaid addressed to:

Board Chairperson
CHI Health Immanuel
6901 N 72nd St
Omaha, NE 68122

or to such other respective address(s) as the PARTIES may designate to each other from time to time in writing.

31. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement. Facsimile or scanned and emailed signatures shall be deemed to have the same full force and effect as original signatures.

IN WITNESS WHEREOF

THIS AGREEMENT is executed by the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT on this ____ day of _____, 2022, pursuant to resolution duly adopted by its Board of Directors.

**PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT**

By _____
General Manager

THIS AGREEMENT is executed by the CITY OF OMAHA, NEBRASKA on this ____ day of _____, 2022, pursuant to ordinance duly adopted by its City Council.

CITY OF OMAHA, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

THIS AGREEMENT is executed by the ALEGENT HEALTH – IMMANUEL MEDICAL CENTER on this ____ day of _____, 2022, pursuant to resolution duly adopted by its Board of Directors.

ALEGENT HEALTH – IMMANUEL
MEDICAL CENTER

By _____
Board Chairperson

STATE OF NEBRASKA)
) SS.
COUNTY OF _____)

On this _____ day of _____, 2022, before me, a Notary Public, personally came JOHN WINKLER, General Manager of the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, to me personally known to be the identical person whose name is affixed to the above and foregoing instrument, and he/she acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said City.

WITNESS my hand and Notarial Seal the date last aforesaid.

Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF _____)

On this _____ day of _____, 2022, before me, a Notary Public, personally came JEAN STOTHERT, Mayor of the CITY OF OMAHA, NEBRASKA to me personally known to be the identical person whose name is affixed to the above and foregoing instrument, and he acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said City.

WITNESS my hand and Notarial Seal the date last aforesaid.

Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF _____)

On this _____ day of _____, 2022, before me, a Notary Public, personally came SISTER MAURIA SOUKUP, Board Chairperson of the ALEGENT HEALTH – IMMANUEL MEDICAL CENTER, to me personally known to be the identical person whose name is affixed to the above and foregoing instrument, and he acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said City.

WITNESS my hand and Notarial Seal the date last aforesaid.

Notary Public