

## MEMORANDUM

TO: Programs, Projects & Subcommittee

FROM: Ian Ghanavati, Water Resources Engineer

SUBJECT: Southern Sarpy Watersheds Partnership Interlocal Agreement

DATE: April 9, 2024

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The current interlocal agreement for the Southern Sarpy Watersheds Partnership (SSWP) expires on June 30, 2024. This five-year agreement was approved in 2019 to continue the development of a Watershed Management Plan which would recommend policies and projects to address water quality and quantity issues within southern Sarpy County communities. The Watershed Management Plan was developed through a professional services contract with Houston (formerly FYRA) Engineering.

In the previous Interlocal Agreement, the partners of the SSWP (City of Bellevue, City of Gretna, City of Papillion, City of Springfield, Sarpy County and the Papio NRD) adopted and have since enforced interim stormwater management policies and best practices while a specific Watershed Management Plan was developed. The proposed Interlocal Agreement (attached) adopts recommended policies tailored to the management of the southern Sarpy County watersheds. Each Partner is required to have the Interlocal Agreement approved by its governing body.

In addition to the policies, the Interlocal Agreement also identifies projects to be taken on by the SSWP and sets funding requirements for the Partnership which come in the form of Annual Partner Contributions, paid by each Partner to the Agreement, and Watershed Fees, which are collected by each Partner community from new development. Per the agreement, these fees are held by the Papio NRD, which acts as the SSWP Administering Agent, in a designated fund and are utilized to finance the activities of the Partnership.

Specific details on the structure of the SSWP and its recommended policies, projects, and funding requirements are included in the proposed Interlocal Agreement and its Exhibits. The SSWP will continue to re-evaluate its Watershed Management Plan and associated recommendations and funding requirements in regular five-year intervals.

**Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute the proposed five-year Interlocal Agreement for the continuation of the Southern Sarpy Watersheds Partnership between the communities of Bellevue, Gretna, Papillion, Springfield, Sarpy County and the Papio NRD, subject to such other terms and conditions as the General Manager determines necessary and Legal Counsel approves as to form.**

**INTERLOCAL COOPERATION ACT AGREEMENT  
SOUTHERN SARPY WATERSHEDS PARTNERSHIP**

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**THIS INTERLOCAL COOPERATION ACT AGREEMENT** (hereinafter referred to as “**this Agreement**”) is intended to create a voluntary mechanism for the purpose of addressing important subjects of concern to the interested governments (hereinafter referred to as “**the Interested Governments**”) situated in whole or part within the Southern Sarpy Watersheds that drain to the Platte River (hereinafter referred to as “**the Watersheds**”), the Interested Governments consisting of the following governmental entities, to-wit: the **CITY OF BELLEVUE**, Nebraska; the **CITY OF GRETNA**, Nebraska; the **CITY OF PAPILLION**, Nebraska; the **CITY OF SPRINGFIELD**, Nebraska; the **COUNTY OF SARPY**, Nebraska; and, the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**; provided, however, this Agreement is made and entered as an Interlocal Cooperation Act Agreement by and among only those of the Interested Governments which have duly executed this Agreement at the foot hereof, such signatory entities (hereinafter referred to collectively as “**the Parties**,” “**the Southern Sarpy Watersheds Partnership**” or “**the Partnership**”), thus signifying the intent of the Parties to act, and contribute their resources, as members of the “Southern Sarpy Watersheds Partnership,” which is hereinafter defined and described.

**WHEREAS**, the Sarpy Southern Ridge Wastewater Treatment Study was commissioned in 2015 and identified areas of new development in Sarpy County that were not covered by the existing Watershed Management Plan;

**WHEREAS**, the Partnership originally was formed through an Interlocal Cooperation Act Agreement dated on July 1, 2019 (hereinafter referred to as the “Initial Agreement”), and expiring on June 30, 2024;

**WHEREAS**, by the Parties continuing to act in concert and proposing, enacting, and implementing common standards for development, there will be continued increases in effectiveness and in cost-sharing capability within the Partnership, particularly to address federally-imposed requirements and mandates which must be funded locally;

**WHEREAS**, other premises, justify the formation of the Partnership, including, without limitation:

- The hydrology of the Watersheds for the Flood Insurance Study is incomplete and existing hydrology needs to be updated;
- Urbanization of the Watersheds and associated impervious areas will increase;
- The benefits of reducing existing and future flood impacts in the Watersheds, including: decreased public and private property damages, reduced potential loss of life, lower flood insurance costs, and decreased cost to taxpayers and public agencies for flood disaster relief;
- Improvement of water quality in streams and reservoirs will result in increased fish, aquatic, and riparian habitat; recreational improvements; reduction of reservoir operation and maintenance costs; and improved aesthetics;
- Potential increased recreational opportunities from the work of the Partnership could include: green spaces (picnic areas, outdoor activities), boating, canoeing, fishing, trail systems, riparian areas for bird watching, nature hikes, education, wildlife viewing, etc.;
- Techniques which could be employed by the Partnership include:

- implementation of low impact development techniques and other green infrastructure to address stormwater quality and quantity issues;
- facilitation of multi-use storm water structures;
- pursuing establishment of stormwater utility enabling legislation;
- minimization of future fill and construction in the FEMA-designated floodplain/floodway in the Southern Sarpy Watersheds;
- implementing better site design that minimizes impervious surfaces, utilizes techniques to mimic natural hydrology, and approximates pre-development runoff conditions;
- updating hydrology to current and future conditions; formulating a master drainage plan for the Watersheds;
- providing adequate construction and maintenance funding;
- buy-outs/relocations of structures in flood prone areas;
- providing increased upstream flood storage;
- enhancing public education and outreach;
- implementation of new construction site management practices;
- development of new development/redevelopment standards;
- implementation of an illicit discharge program;
- enhance environmental aspects of public street maintenance;
- reducing the environmental impacts of herbicide, pesticide, and fertilizer application;
- developing a water quality and quantity monitoring program;
- developing an industrial site inspection program;

- construction of retention/detention ponds designed for both water quantity and quality;
  - restoration, creation and enhancement of wetlands; preservation of riparian areas;
  - environmental restoration of streams;
  - creation of buffer strips;
  - use of grassed swales for drainageways;
  - updating of design and construction standards;
  - application of standardized ordinances/regulations throughout the Watersheds; and,
  - implementation of new set back ordinances/regulations and open drainage requirements.
- Standardization of the construction development permit process which would reduce liability to landowners from flooding and erosion problems and reduce sediment runoff during construction; and
  - A coordinated effort will improve compliance with federal, state, and local regulations.

**WHEREAS**, in carrying out its mission, the Partnership will work cooperatively with, but not limited to, the U.S. Army Corps of Engineers, the Metropolitan Area Planning Agency, the USDA Natural Resources Conservation Service, the Nebraska Game and Parks Commission, the Nebraska Department of Environment and Energy, the Nebraska Department of Natural Resources, the University of Nebraska, the University of Nebraska Cooperative Extension, and State and County Health Departments.

**WHEREAS**, as part of implementing the federally-imposed NPDES requirements where necessary, and to address stormwater management on a watershed-wide basis, Stormwater Management Policies (hereinafter referred to

collectively as the “**Policies**”) were developed. The Policies developed through the Partnership consist of six (6) Policy Groups, headed as follows:

- #1 Water Quality Improvement;
- #2 Peak Flow Management;
- #3 Stream Corridor Preservation;
- #4 Erosion and Sediment Control and Other BMPs;
- #5 Floodplain Management; and
- #6 Storm Water Management Financing.

The texts of the Stormwater Management Policies are attached hereto as **Exhibit “A”** and incorporated herein by this reference.

**WHEREAS**, the Watersheds Management Plan Map and Watersheds Implementation Plan Map (hereinafter referred to collectively as the “**Plans**” and are attached hereto as **Exhibits “B” and “C”**) and Policies are intended to be adopted, in total, by the respective members of the Partnership, using their respective land use review and adoption processes (typically reviewed by a Planning Commission or Board and then review and adoption by the elected Board or Council); provided this agreement is not meant to limit any jurisdiction from adopting comparable or more stringent Stormwater Management Policies, regulations, or ordinances.

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

- 1. Authority:** This Agreement is an agreement for collective and cooperative action made pursuant to authority provided in the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. §13-801, R.R.S., 1943, et seq.), without a separate entity being created, and, whenever possible, this Agreement shall be construed in conformity therewith.

2. **Mission:** It shall be the mission of the Partnership to address issues related to surface water quality and storm water quantity in the Watersheds by establishing and implementing regionally common goals and standards for the development of the Watersheds.
3. **Applicability:** Parties of the partnership having jurisdiction over land area in the Watersheds as shown in the Plans expect and intend that planning activities within the Watersheds for projects of the Partnership will, insofar as feasible, apply universally to all such land areas unless specifically excluded by the respective partnership member.
4. **Goals:** The Partnership shall have as its goals:
  - a) Assisting the Parties that have NPDES stormwater permits in the implementation of those elements and of other programs and projects that are reasonably and feasibly undertaken by collective action of the Partnership;
  - b) Compliance with Federal, State, and local storm water quality and quantity regulations;
  - c) Improvement of water quality in the Watersheds' streams and reservoirs;
  - d) Restoration of streams to their natural state and function to support biodiversity, recreation, flood management, and landscape;
  - e) Standardization of the construction development process and evaluation of its effectiveness;
  - f) Assessment and characterization of current water quality and quantity conditions for the Watersheds;
  - g) Environmental compliance;
  - h) Sediment and erosion control;
  - i) Floodplain management; and,

j) Development of and updates to the Policies as shown in Exhibit A.

5. **Executive Committee:** The Parties shall establish an Executive Committee consisting of one representative from each entity that is a member of the Partnership. Each representative shall have one vote and all actions of the Executive Committee shall require a recorded vote. A quorum (at least two-thirds of Parties) must be present for any action requiring a vote. Unless otherwise specified, a majority of those Parties present shall be required for approval of any proposed action. In the event that there is a tie in votes of those Parties present when selecting the next project to be taken on by the Partnership, the Administering Agent, as defined below, shall select the next project. It is understood that the authority of each Executive Committee representative to act on behalf of his/her respective elected board or council shall be defined by that Party's respective board or council.

6. **Administering Agent:** The Executive Committee designates the Papio-Missouri River Natural Resources District (hereinafter referred to as the "NRD"), or other member of the Partnership which is willing to serve in such capacity, as Administering Agent to administer this Agreement. The Administering Agent serves at the pleasure of the Executive Committee and performs duties assigned by the Executive Committee, which may include, without limitation:

- a) Seeking any state legislation which a majority of the Parties determine necessary to support the work of the Partnership;
- b) Designating such personnel and assistance which shall be deemed desirable to support the work of the Partnership;
- c) Preparing, presenting and distributing educational materials;



- d)** Organizing meetings of the Parties and interested persons to share knowledge and compare projects and programs of all involved;
- e)** In July of each year, set meetings for one year and post those meeting dates on the Partnership's website and email to the Parties and others;
- f)** Prepare written minutes of the action items and record votes for each meeting;
- g)** Post Partnership meeting agendas 7 days prior to meeting date on the Partnership's website. Action items involving an expenditure of funds may not be added to an agenda following its posting;
- h)** Preparing reports on the work of the Partnership;
- i)** Entering into contracts on behalf of the Partnership as the Executive Committee directs for the performance of specific actions consistent with both the goals of this Agreement and the respective missions of the Parties;
- j)** Holding and maintaining the Partnership Fund, calculating the amount of money necessary to be raised by contributions each year in order to carry out the work of the Partnership, and making requests for contributions from the Parties, all as the Executive Committee directs; and
- k)** Disbursing the Partnership Fund as directed by the Executive Committee and reimbursing members of the Partnership for expenditures made on behalf of the Partnership or for the reasonable value of activities performed on behalf of the Partnership, as reasonable value is determined by the Executive Committee.

Provided, however, and notwithstanding any provisions of this agreement to the contrary, when a member of the Partnership is acting as the Administering Agent under this Agreement and administering the

directions, recommendations and requests of the Executive Committee, the governing body of the Administering Agent has the authority to make such determinations and take and implement such actions as such governing body, in its sole discretion, determines lawful, feasible and reasonable.

7. **Implementation:** The Partnership intends and agrees that the Plans and Policies, and other beneficial programs and projects meeting the mission and goals of this Agreement, will be implemented as follows:

a) Responsibility for implementation of an element of the Plans and Policies therein identified solely for individual action by a Party will rest with the respective member(s) of the Partnership upon whom the primary duty to implement such element has been imposed by law or regulation. Regulations or ordinances implementing elements of the Plans and Policies will be adopted by each member of the Partnership as appropriate. The provisions of such regulations or ordinances shall indicate the geographic jurisdictional limits to which such regulation or ordinance shall apply. This agreement is not meant to limit any jurisdiction from adopting comparable or more stringent Stormwater Management Policies, regulations or ordinances.

b) Subject to the availability of funds, implementation of those elements of the Plans and Policies therein identified for action by the Partnership or Parties shall be undertaken by the Partnership collectively; provided, however, no voluntary collective undertaking by the Partnership shall be deemed to relieve a Party of a primary duty imposed upon such member by law or regulation.

c) Any elements of the Plans and Policies, alternatively, may be voluntarily undertaken by the Partnership collectively if the

Executive Committee determines that such course of action is reasonable and feasible.

- d) If the Executive Committee determines that such course of action is reasonable and feasible, the Partnership may voluntarily and collectively undertake beneficial programs and projects meeting the mission and goals of this Agreement.

**8. Funding:** Funding shall be administered as follows:

- a) The Partnership Fund shall be held by the Administering Agent in an interest-bearing account in trust for the Parties contributing thereto, in proportion to their contributions, and shall be expended as the Executive Committee directs to equitably distribute the cost of administering a Stormwater Management Program, to meet the mission and goals of this Agreement, establishing mechanisms for long-term funding and authorization for additional planning and implementation of such programs and projects, and for performance of other activities described in this Agreement. The Partnership Fund shall be funded and administered as follows:

- i) On the first day of July after the effective date of this Agreement, each Party shall make a contribution to the Partnership Fund in the amount shown, opposite such Party's name, in the third column of the table attached hereto as **Exhibit "D"** and incorporated herein by reference. For subsequent years during the term of this Agreement, the Administering Agent shall request total annual contributions which shall not exceed \$200,000 from the Parties in the amounts necessary to carry out the work of the Partnership. The amounts of such subsequent-year contributions for each

Party shall be determined by the Executive Committee prior to the first day of April of such subsequent year and paid by the Parties before the first day of July of such subsequent year. These subsequent-year contributions shall be 33% of the total contributions for the NRD and a computed percentage (expressed as a whole number) of the total annual contributions for each of the remaining parties, as shown in Exhibit D;

- ii) Each year during the term of this Agreement, and from time to time as any Party may reasonably request, the Administering Agent shall furnish to the Parties written statements of the condition of the Partnership Fund;
- iii) Grants or contributions made by non-members of the Partnership shall not be deemed to offset or diminish the obligations of the Parties under this Agreement; and
- iv) If any Party fails to contribute to the Partnership Fund as requested pursuant to this Agreement, such Party's involvement and membership in the Partnership shall be terminated upon written notice of termination given by the Administering Agent to such Party.

- b)** The Administering Agent shall establish, hold, maintain, and disburse the Watersheds Fund. The Watersheds Fund shall be comprised of Watershed Management Fees (as defined below) to equitably distribute the capital cost of implementing structural water quality and quantity controls among new development or significant redevelopment within the Watersheds and to the general public. Based on an initial framework and rates set for Watersheds Management Fees (hereinafter referred to as "**Watershed Fees**")

defined in Policy Group #6 in the Stormwater Management Policies, the Partnership does hereby agree to implement the Plans, attached hereto as Exhibit “B” and Exhibit “C” respectively, or as may be amended in three (3) to five (5) year increments through provisions in this Agreement, as follows:

- i) The cities of BELLEVUE, GRETNA, PAPILLION and SPRINGFIELD, and the County of SARPY (all hereinafter referred to collectively as “**Zoning Jurisdictions**”) agree to collect Watershed Fees from new development within the Southern Sarpy Watersheds, such Watershed Fees to be collected and earmarked specifically for development of a Southern Sarpy Watersheds Management Plan and implementation of a Stormwater Management Program, as follows, to-wit:
  - a) Each Zoning Jurisdiction shall adopt a regulation or ordinance authorizing the collection of the Watershed Fees, according to **Exhibit “E”** for new development and significant redevelopment and authorizing the transfer of such fees to the Administering Agent, consistent with the provisions of this Agreement.
  - b) On or before July 1<sup>st</sup> of each calendar year, each Zoning Jurisdiction shall remit to the Administering Agent the Watershed Fees paid to or collected by such Zoning Jurisdiction on or before June 1<sup>st</sup> of such calendar year. Such Watershed Fees received by the Administering Agent shall be held by the Administering Agent in a separate, interest-bearing account, to be known as the

“Watersheds Fund,” in trust for the Parties of the Partnership contributing thereto in proportion to their contributions, earmarked specifically for development of a Southern Sarpy Watersheds Management Plan and implementation of a Stormwater Management Program and expended by the Administering Agent as further provided in this Agreement;

- c) Each Zoning Jurisdiction shall, in general, adopt a framework consisting of three Watershed Fee classifications, to-wit:
  - (1) “Single Family Residential Development” (generally consisting of single-family and multi-family dwelling units up to 4-plexes, or as otherwise determined by the zoning jurisdiction). It is assumed that the density of single family development will be 3.5 residential units per acre. Watershed Fees shall be assessed per dwelling unit or equivalent prorated average area of lot basis; as shown in the table in Exhibit E;
  - (2) “High-Density Multi-Family Residential Development” (consisting of other multi-family residential dwelling units determined by the local zoning jurisdiction to represent High density development) shall be assessed per gross acre as shown in the table in Exhibit E and shall be proportionately indexed to “Single Family Residential Development” in terms of the potential to generate stormwater surface runoff.

Such “High-Density Development” Watershed Fees shall be 1.25 times “Single Family Residential Development” Watershed Fees when considered on an estimated dwelling unit per gross acre basis; and

(3) “Commercial/Industrial/Institutional”

Development shall be assessed per gross acre as shown in the table in Exhibit E and shall be proportionately indexed to “Single Family Residential Development” in terms of the potential to generate stormwater surface runoff. Such Commercial/Industrial/Institutional Watershed Fees shall be 1.5 times “Single Family Residential Development.”

- d) At five (5) year intervals, the Partnership shall review the Watershed Fees framework and rates with respect to availability of needed funds and rate of development within the Watersheds. Subsequent changes to the Watershed Fees framework and rates, indicated by such review, shall be subject to formal approval by the respective local zoning jurisdictions and the Administering Agent.

**9. Title to Property.** Title to any tangible property (e.g., monitoring equipment) obtained using funds contributed by parties of the Partnership pursuant to this Agreement shall be held in the name of the Administering Agent in trust for the parties of the Partnership in proportion to their total contributions to the Partnership Fund and Watersheds Fee Fund.

- 10. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterpart copies of this Agreement, as executed, shall be maintained as part of the records of the Administering Agent.
- 11. Effective Date:** This Agreement shall become effective on July 1, 2024 or earlier upon approval by all parties.
- 12. Duration of Agreement:** The initial term of this Agreement shall be in effect until June 30, 2029; thereafter, the agreement shall automatically renew for one (1) year terms unless the agreement is mutually terminated by all parties. .
- 13. Termination.** Involvement of any party with the Partnership, and responsibilities under this Agreement, except for the responsibilities of the Parties under Paragraph 8(b) to collect Watershed Fees and remit the same to the Administering Agent, may be terminated by such member without cause effective upon 60 days written notice to the other parties of the Partnership. Termination of a party's involvement with the Partnership pursuant to this Agreement shall not operate to terminate this Agreement nor shall it affect any rights obtained under this Agreement, prior to such notice of termination being given, for costs incurred or moneys advanced, or for actions taken or responsibilities assumed, by another party of the Partnership during the term of and pursuant to this Agreement. The Parties' obligations under Paragraph 8(b) shall survive any termination provided for under this paragraph until this Agreement's expiration date of June 30, 2029.
- 14. Additional Planning and Implementation.** The Parties may amend or supplement this Agreement from time to time as may be deemed



necessary to provide long-term funding and authorization for additional planning and implementation of beneficial programs and projects to meet the mission and goals of this Agreement.

**IN WITNESS WHEREOF**, this Agreement is entered into by the Parties pursuant to resolutions duly adopted by their respective governing boards.

**[Signature page(s) next]**

INTERLOCAL COOPERATION ACT AGREEMENT  
SOUTHERN SARPY WATERSHEDS PARTNERSHIP

SIGNATURE PAGE

Executed by the City of Bellevue, Nebraska on this \_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_.

THE CITY OF BELLEVUE, NEBRASKA

BY \_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY CLERK

INTERLOCAL COOPERATION ACT AGREEMENT  
SOUTHERN SARPY WATERSHEDS PARTNERSHIP

SIGNATURE PAGE

Executed by the City of Gretna, Nebraska on this \_\_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_.

THE CITY OF GRETNA, NEBRASKA

BY \_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY CLERK

INTERLOCAL COOPERATION ACT AGREEMENT  
SOUTHERN SARPY WATERSHEDS PARTNERSHIP

SIGNATURE PAGE

Executed by the City of Papillion, Nebraska on this \_\_\_\_ day of  
\_\_\_\_\_, 2014.

THE CITY OF PAPILLION, NEBRASKA

BY \_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY CLERK

INTERLOCAL COOPERATION ACT AGREEMENT  
SOUTHERN SARPY WATERSHEDS PARTNERSHIP

SIGNATURE PAGE

Executed by the City of Springfield, Nebraska on this \_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_.

THE CITY OF SPRINGFIELD, NEBRASKA

BY \_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY CLERK

INTERLOCAL COOPERATION ACT AGREEMENT  
SOUTHERN SARPY WATERSHEDS PARTNERSHIP

SIGNATURE PAGE

Executed by the County of Sarpy, Nebraska on this \_\_\_\_ day of  
\_\_\_\_\_, \_\_\_\_.

THE COUNTY OF SARPY, NEBRASKA

BY \_\_\_\_\_  
CHAIRPERSON, COUNTY BOARD

Attest:

\_\_\_\_\_  
COUNTY CLERK

INTERLOCAL COOPERATION ACT AGREEMENT  
SOUTHERN SARPY WATERSHEDS PARTNERSHIP

SIGNATURE PAGE

Executed by the Papio-Missouri River Natural Resources District on this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

PAPIO-MISSOURI RIVER NATURAL  
RESOURCES DISTRICT

BY \_\_\_\_\_  
GENERAL MANAGER



**EXHIBIT A**  
**SOUTHERN SARPY WATERSHEDS**  
**STORMWATER MANAGEMENT POLICIES**

**POLICY GROUP #1: WATER QUALITY IMPROVEMENT**

**POLICY:** Improve water quality from all contributing sources, including but not limited to, agricultural activities and urban stormwater, such that waters of the Southern Sarpy Watershed and other local watersheds can meet applicable water quality standards and community-based goals, where feasible.

**REQUIREMENTS:**

- 1) *Water Quality LID* shall be required on all *new developments* and *significant redevelopments*.

**GOALS:**

- 1) Protect surface and groundwater resources from soil erosion (sheet and rill, wind erosion, gully and *stream* bank erosion), sedimentation, nutrient and chemical contamination. Buffer strips and riparian corridors should be established along all *stream* segments.
- 2) Preserve and protect wetland areas to the fullest extent possible to maintain natural hydrology and improve water quality by minimizing the downstream transport of sediment, nutrients, bacteria, etc. borne by surface water runoff.
- 3) Support the Nebraska Department of Environment and Energy (NDEE) in an accelerated *TMDL* development process that addresses potential pollutant sources in a fair and reasonable manner based on sound technical data and scientific approach.
- 4) Implement *Best Management Practices (BMPs)*, as identified in the Lower Platte River Basin *Water Quality Management Plan (WQMP)*, to reduce both urban and rural pollution sources, maintain or restore designated beneficial uses of *streams* and surface water impoundments, minimize soil loss, and provide sustainable production levels.

SEE APPENDIX A – DEFINITIONS FOR *REFERENCED INFORMATION*



**EXHIBIT A**  
**SOUTHERN SARPY WATERSHEDS**  
**STORMWATER MANAGEMENT POLICIES**

**POLICY GROUP #2: PEAK FLOW MANAGEMENT**

**POLICY:** Maintain stormwater *peak discharge* during development and after *full build-out land use conditions* from that which existed under *baseline land use conditions*.

**REQUIREMENTS:**

- 1) All *new developments* and *significant redevelopments* shall maintain or reduce peak discharge rates during the 2- and 10-year storm event under baseline land use conditions.

**GOALS:**

- 1) Limit increases in *peak flow* for frequent storm events to prevent excessive flooding and erosion.
- 2) Reduce the potential risk of damage to infrastructure.

SEE APPENDIX A – DEFINITIONS FOR *REFERENCED INFORMATION*

**EXHIBIT A**  
**SOUTHERN SARPY WATERSHEDS**  
**STORMWATER MANAGEMENT POLICIES**

**POLICY GROUP #3: STREAM CORRIDOR PRESERVATION**

**POLICY:** Utilize landscape preservation, restoration, and conservation techniques to meet the multi-purpose objectives of enhanced aesthetics, quality of life, recreational and educational opportunities, pollutant reduction, and overall stormwater management.

**REQUIREMENTS:**

- 1) For *new development* or *significant redevelopment*, provide a *stream setback* of 3:1 plus a minimum 50 feet along all *streams* based upon a current channel survey (within 12 months of preliminary plat submission).
- 2) All landscape preservation features as required in this policy or other policies, including all stormwater and LID strategies, *stream* setbacks, existing or mitigated wetlands, etc., identified in new or significant redevelopment shall be placed into an outlot, within public right of way or otherwise approved easement.
- 3) All new or improved *stream* crossings of roads and utilities must incorporate grade control measures designed to prevent *stream* degradation of more than four (4) feet. Such measures shall be designed, permitted and installed according to the Southern Sarpy Watersheds Partnership Guidance Document. Site conditions shall be verified before construction. These road and utility crossings are not eligible for Partnership reimbursement.
- 4) Grade control measures shall be installed along all *streams* with a drainage area of at least 0.5 square miles as identified in the Southern Sarpy Watershed Management Plan. Beginning at the downstream end of all new developments and significant redevelopments, approved grade control structure(s) designed to prevent *stream* degradation of more than four (4) feet shall be designed, permitted and installed according to the Southern Sarpy Watersheds Partnership Guidance Document. Site conditions shall be verified before construction. Construction costs of grade control measures shall be reimbursed by the Partnership subject to the Grade Stabilization Reimbursement Policy, which is detailed in Policy Group #6: Stormwater Management Financing.
- 5) These policies are intended to provide a minimum requirement for new development or significant redevelopment. Site conditions may warrant additional setback distance or other *stream* stabilization measures.

**GOALS:**

- 1) Prevent *stream* degradation of more than four (4) feet along any *stream* with a drainage area of at least 0.5 square miles.
- 2) Develop a continuous *stream* corridor for multi-purpose benefits including ecosystem restoration and recreation.

SEE APPENDIX A – DEFINITIONS FOR *REFERENCED INFORMATION*

**EXHIBIT A**  
**SOUTHERN SARPY WATERSHEDS**  
**STORMWATER MANAGEMENT POLICIES**

**POLICY GROUP #4: EROSION AND SEDIMENT CONTROL**  
**AND OTHER BMPs**

**POLICY:** Promote uniform *erosion and sediment control* measures by implementing consistent rules for regulatory compliance pursuant to State and Federal requirements, including the adoption of the Omaha Regional Stormwater Design Manual.

**REQUIREMENTS:**

- 1) Construction site stormwater management controls shall include both erosion and sediment control measures.
- 2) The design and implementation of post-construction, permanent erosion and sediment controls shall be considered in conjunction with meeting the intent of other Stormwater Management Policies.

**GOALS:**

- 1) Protect valuable land resources, *stream* and drainage corridors, and other surface waters from excessive erosion and sedimentation.

SEE APPENDIX A – DEFINITIONS FOR *REFERENCED INFORMATION*

**EXHIBIT A**  
**SOUTHERN SARPY WATERSHEDS**  
**STORMWATER MANAGEMENT POLICIES**

**POLICY GROUP #5: FLOODPLAIN MANAGEMENT**

**POLICY:** Participate in the FEMA National Flood Insurance Program, update FEMA *floodplain* mapping throughout the Southern Sarpy Watershed and enforce floodplain regulations.

**REQUIREMENTS:**

- 1) Floodplain management coordination among all jurisdictions within the Southern Sarpy Watershed and the Papio-Missouri River Natural Resources District (Papio NRD) is required.
- 2) Filling of the *floodway fringe* associated with *new development* within the Southern Sarpy Watershed's *stream* system (Platte and Elkhorn Rivers not included) shall be limited to 25% of the floodway fringe in the floodplain development application project area unless approved mitigation measures are implemented. The remaining 75% of floodway fringe within the project area shall be designated as a *floodway* overlay zone. For redevelopment, these provisions may be modified or waived in whole or in part by the local jurisdiction.
- 3) The *low chord elevation* for bridges crossing all *streams* within FEMA designated floodplains shall be a minimum of one (1) foot above the *base flood* elevation for existing conditions hydrology using best available data.
- 4) Developments in areas with no FEMA Special Flood Hazard Area defined must provide hydrologic and hydraulic analyses which utilize full build-out conditions to ensure new development will be reasonably safe from flooding, per 44 CFR § 60.3(a).

**GOALS:**

- 1) Holistic floodplain management applied throughout the watershed to protect its citizens, property, and natural resources.

SEE APPENDIX A – DEFINITIONS FOR *REFERENCED INFORMATION*

**EXHIBIT A**  
**SOUTHERN SARPY WATERSHEDS**  
**STORMWATER MANAGEMENT POLICIES**

**POLICY GROUP #6: STORMWATER MANAGEMENT FINANCING**

**POLICY:** Dedicated, sustainable funding mechanisms shall be developed and implemented to meet capital and operation and maintenance obligations needed to implement NPDES *Stormwater Management Plans*, Stormwater Management Policies, and the Southern Sarpy Watershed Management Plan.

**REQUIREMENTS:**

- 1) All *new development* and *significant redevelopment* will be required to fund the planning, implementation, and operation and maintenance of *Water Quality LID*.
- 2) A Watershed Management Fee System shall be established to equitably reimburse the construction cost of implementing the Southern Sarpy Watershed Management Plan in the watershed by the distribution of fees collected for that purpose. Such Watershed Management Fees shall only apply to new development or significant redevelopment within the Southern Sarpy Watershed and the initial framework shall consist of the following provisions:
  - a. Collection of fees and public funding shall be earmarked specifically for the construction of projects called for in the Southern Sarpy Watershed Management Plan. Fees may also be used to fund tasks such as construction site inspection, water quality monitoring, and reporting activities. Furthermore, the fee may be used to commission studies for the purposes of watershed planning, flood hazard mapping, and other planning activities.
  - b. Multiple fee classifications shall be established which fairly and equitably distribute the cost of these projects among all undeveloped areas in the Southern Sarpy Watershed.
  - c. Watershed Management Fees shall be paid to the applicable local zoning jurisdiction with building permit applications.
  - d. Watershed Management Fee revenues shall be transferred from the applicable local zoning jurisdiction to a special Papio NRD account via inter-local agreements.
  - e. Watershed Management Fee revenues are intended to provide the construction costs of grade control measures required for new development and significant redevelopment. Revenues may also be used for Partnership led projects deemed necessary by the Partnership as defined in the Watershed Management Plan. On approximately three-year intervals, the Southern Sarpy Watershed Management Plan and Watershed Management Fee framework shall be reviewed with respect to availability of needed funds and rate of development within the Southern Sarpy Watershed by the parties involved (local zoning jurisdictions, Papio NRD, and the development community). Subsequent changes thereto shall be formally approved by the respective local zoning jurisdictions and the Papio NRD.

**GOALS:**

- 1) The Partnership will continue to work towards establishing a Stormwater Utility Fee System to equitably distribute the costs for ongoing operation and maintenance of all stormwater BMPs and infrastructure among all existing property owners within NPDES MS4 permittees.

**EXHIBIT A**  
**SOUTHERN SARPY WATERSHEDS**  
**STORMWATER MANAGEMENT POLICIES**

**GRADE STABILIZATION REIMBURSEMENT POLICY** *(see Policy 3):*

Grade control measures required for this policy for all new development and significant redevelopment are eligible for reimbursement of construction costs from Watershed Management Fee revenues. This does not apply to utility crossings, road crossings, or maintenance of existing crossings.

Partnership Responsibilities:

- 1) Each community will be responsible for review of the proposed grade control measures for each new development or significant redevelopment to ensure compliance with the guidelines of the Watershed Management Plan.
- 2) The Partnership will maintain a database of approved line items and reasonable unit costs for construction of approved grade control measures. This database will be regularly reviewed and updated as needed, no less than once per year.
- 3) The Papio NRD will accept applications for reimbursement of the construction costs of grade control measures. 100% reimbursement of construction costs will be paid based on review of project costs versus the database of reasonable costs, subject to availability of funding.
- 4) If funding is limited, the project will be placed on a waiting list for reimbursement when funds become available.

Sponsor Responsibilities:

- 1) The Sponsor shall obtain all land rights for the project at no cost to the Partnership.
- 2) The Sponsor shall follow design guidance provided or referenced within this document.
- 3) The Sponsor shall administer all contracts for design, construction, and construction inspection.
- 4) The Sponsor must obtain all local, state, and federal permits necessary for the project.
- 5) The Sponsor must execute a Maintenance and Easement Agreement for the project.
- 6) The Sponsor shall hold and save the Partnership Members free from damages or claims due to the design, construction, or operation and maintenance of the project.

Requesting Reimbursement:

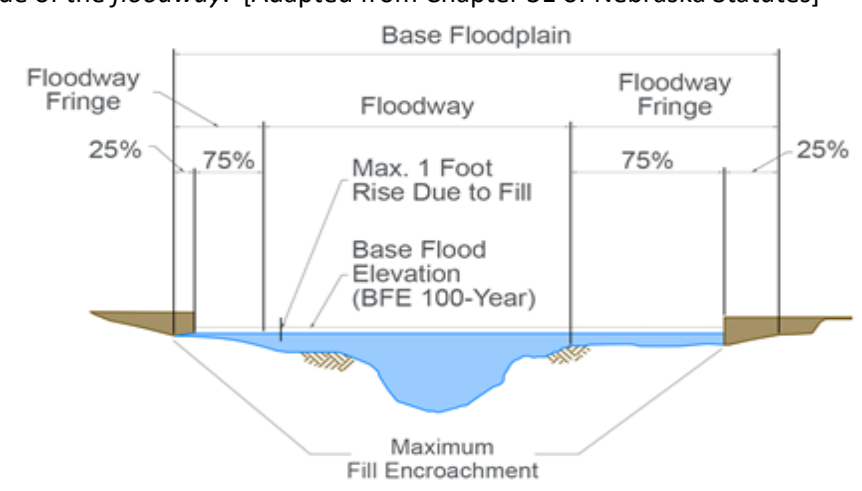
- 1) Upon completion of construction, reimbursement may be requested by the sponsor by providing the following:
  - a. A letter of acceptance of improvements from the local jurisdiction
  - b. Copies of final pay estimates which show total units, unit costs, and total component costs
  - c. Signed and recorded Maintenance Agreements
  - d. As-built plans
- 2) Project unit costs will be limited to a reasonable range to be determined by the Partnership, reviewable upon noticeable changes in unit costs provided on local, similar projects.
- 3) Progress payments on individual components will not be allowed.

SEE APPENDIX A – DEFINITIONS FOR REFERENCED INFORMATION

**EXHIBIT A**  
**SOUTHERN SARPY WATERSHEDS**  
**STORMWATER MANAGEMENT POLICIES**

**APPENDIX A – DEFINITIONS**

- 1 Base Flood – The flood having a one percent chance of being equaled or exceeded in magnitude  
in any given year (commonly called a 1% Annual Chance flood or 100-year flood). [Adapted  
from Chapter 31 of Nebraska Statutes]
- 2 Baseline Land Use Conditions – The pre-developed conditions which existed in Year 2022 based  
on the NIROC aerial photography and LiDAR survey.
- 3 Best Management Practice (BMP) – “A technique, measure or structural control that is used for  
a given set of conditions to manage the quantity and improve the quality of stormwater runoff  
in the most cost-effective manner.” [Source: U.S. Environmental Protection Agency (EPA)]
- 4 Channel Bottom Edge – The physical transition of the channel bed to the channel bank where  
there is a noticeable change in slope. This is not intended to be the edge of any flowage in the  
channel at any one time, but rather the base of the vertical component of the channel bank.
- 5 Comprehensive Development Plans – Existing plans developed by local jurisdictions that serve  
as the basis for zoning and other land use regulations and ordinances. The Stormwater  
Management Policies are to be incorporated into the respective Comprehensive Development  
Plans.
- 6 Erosion Control – Land and stormwater management practices that minimize soil loss caused by  
surface water movement.
- 7 Floodplain – See Figure 2 below. The area adjoining a *stream*, which has been or may be covered  
by flood waters. [Adapted from Chapter 31 of Nebraska Statutes]
- 8 Floodway – See Figure 2 below. The channel of a *stream* and the adjacent land areas that are  
necessary to be reserved in order to discharge the base flood without cumulatively increasing  
the water surface elevation more than one foot. [Adapted from Chapter 31 of Nebraska  
Statutes].
- 9 Floodway Fringe – See Figure 2 below. That portion of the floodplain of the base flood, which is  
outside of the *floodway*. [Adapted from Chapter 31 of Nebraska Statutes]



**Figure 2 – Floodway Fringe Encroachment Schematic**

**EXHIBIT A**  
**SOUTHERN SARPY WATERSHEDS**  
**STORMWATER MANAGEMENT POLICIES**

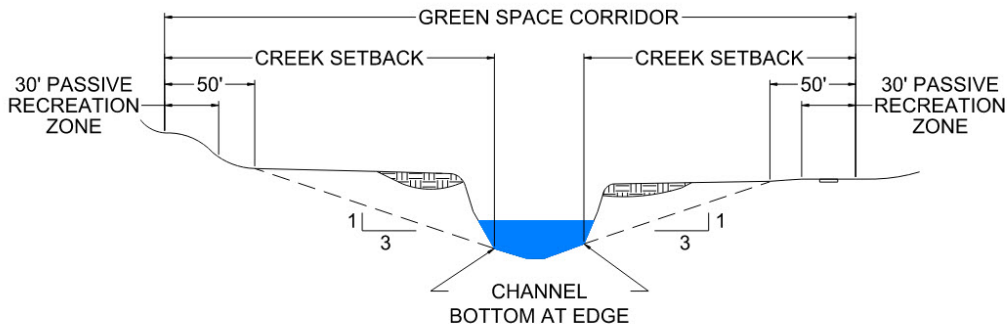
- 10 Full Build-Out Land Use Conditions – Fully platted developable land use conditions for the Southern Sarpy Watershed are assumed to occur by the Year 2055; or as may be redefined through periodic updates to the respective community and county comprehensive plans.
- 11 Low Chord Elevation – The bottom-most face elevation of horizontal support girders or similar superstructure that supports a bridge deck.
- 12 New Development – New development shall be defined as that which is undertaken to any undeveloped parcel that existed at the time of implementation of this policy.
- 13 Passive Recreation – Passive recreation shall mean features that are constructed at grade and require minimal ground disturbance (no permanent structures or footings, de minimis cut/fill).
- 14 Peak Discharge or Peak Flow – The maximum instantaneous surface water discharge rate resulting from a design storm frequency event for a particular hydrologic and hydraulic analysis, as defined in the Omaha Regional Stormwater Design Manual. The measurement of the peak discharge shall be at the lower-most drainage outlet(s) from a new development or significant redevelopment.
- 15 Sediment Control – Land and stormwater management practices that minimize the transport and deposition of sediment onto adjacent properties and into receiving *streams* and surface water impoundments.
- 16 Significant Redevelopment – Land disturbing activity that results in the creation, addition, or replacement of at least five thousand (5,000) square feet of impervious surface area on an already developed site. Such activity does not include routine maintenance conducted to maintain original line and grade, hydraulic capacity, original purpose of the facility or emergency redevelopment activity required to protect public health and safety.
- 17 Stable Slope Projection – A channel bed slope of 0.08% in the Southern Sarpy Watershed. The stable slope projection is based on a hydraulic assessment which utilizes data from the USDA National Engineering Handbook and a field survey of the existing condition of *stream* segments in the Southern Sarpy Watershed as of May 2018. For more information, see the Southern Sarpy Watershed Management Plan Appendix on Stream Stability Assessment Methodology.
- 18 Stormwater Management Plan (SWMP) – A SWMP is a required part of the NPDES Municipal Separate Storm Sewer System (MS4) permits for the urbanized portion of Sarpy County. Development of Stormwater Management Policies is an integral part of the SWMP, and such policies are to be adopted by respective Southern Sarpy Watersheds Partnership partners.
- 19 Stream – Any depression two feet or more below the surrounding land which serves to give direction to a current of water at least nine months of the year and which has a bed and well-defined banks. [Adapted from Chapter 31-202 of Nebraska Revised Statutes. May also be referred to as creek or watercourse.]
- 20 Stream Setback – See Figure 1 below. A green space corridor comprised of *stream* setbacks equal to three (3) times the channel depth plus fifty (50) feet (3:1 plus 50 feet) from the edge of the channel bottom on both sides of channel shall be required for any above or below ground structure exclusive of bank stabilization structures, poles, or sign structures adjacent to any *stream* defined within the watershed drainage plan. Grading, stockpiling, and other construction activities are not allowed within the setback area. The setback area must be protected with adequate erosion controls or other Best Management Practices (BMPs). The outer 30 feet adjacent to the *stream* setback limits may be credited toward meeting the landscaping buffer and pervious coverage requirements. The outer 30 feet of the setback area



## EXHIBIT A SOUTHERN SARPY WATERSHEDS STORMWATER MANAGEMENT POLICIES

may be used for *passive recreation*. The outer 15 feet of the setback area may overlap with utility easements, subject to prior approval by the local jurisdiction.

A property can be exempt from the *stream setback* requirement upon a showing by a licensed professional engineer that adequate bank stabilization structures or slope protection will be installed in the construction of said structure, having an estimated useful life equal to that of the structure, which will provide adequate erosion control conditions coupled with adequate lateral support so that no portion of said structure adjacent to the *stream* will be endangered by erosion or lack of lateral support. In the event that the structure is adjacent to any *stream* which has been channelized or otherwise improved by any agency of government, then such certificate providing an exception to the *stream setback* requirement may take the form of a certification as to the adequacy and protection of the improvements installed by such governmental agency. If such exemption is granted, a 20-foot setback measured from the top of the bank is required.



**Figure 1 – Green Space Corridor Schematic**

- 21 Total Maximum Daily Load (TMDL) – A calculation of the maximum amount of a pollutant that a waterbody can receive and still meet water quality standards, and an allocation of that amount to the pollutant’s sources. Water quality standards are set by States, Territories, and Tribes. They identify the uses for each waterbody, for example, drinking water supply, contact recreation (swimming), and aquatic life support (fishing), and the scientific criteria to support that use. A TMDL is the sum of the allowable loads of a single pollutant from all contributing point and non-point sources. The calculation must include a margin of safety to ensure that the waterbody can be used for the purposes the State has designated. The calculation must also account for seasonal variation in water quality. The Clean Water Act, Section 303, establishes the water quality standards and TMDL programs, and for Nebraska such standards and programs are administered by the Nebraska Department of Environment and Energy. [Source: EPA and Nebraska Surface Water Quality Standards, Title 117].
- 22 Water Quality LID – A level of Low-Impact Development (LID) using strategies designed to provide for water quality control of the first ½ inch of stormwater runoff generated from each new development or significant redevelopment and to maintain the peak discharge rates during

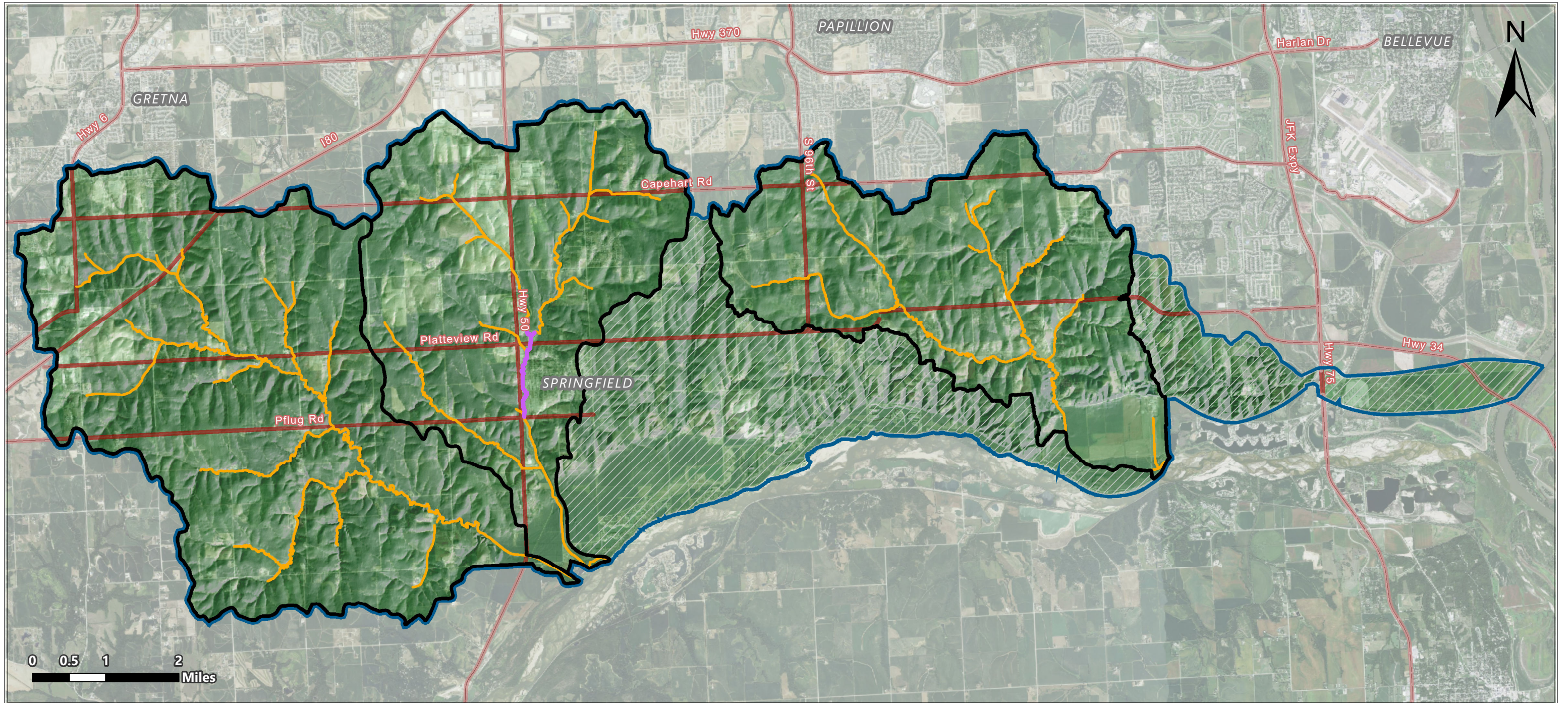
**EXHIBIT A**  
**SOUTHERN SARPY WATERSHEDS**  
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the 2-year storm event to baseline land use conditions, measured at every drainage (stormwater discharge) outlet from the new development or significant redevelopment.

- 23 Water Quality Management Plan (WQMP) – Plan based on EPA’s nine key elements to achieve improvements in water quality. A WQMP for the Lower Platte River Basin, which includes the Southern Sarpy Watershed, was approved in April 2019 by the EPA and lays out a strategy to systematically address water resource deficiencies in the basin and allows for the management of individual watersheds or other targeted areas. The focus of the Plan is to address impaired waterbodies and satisfy the EPA requirements to be eligible for Section 319 funding. Implementation will be guided on a watershed scale by a comprehensive strategy to address water and land use deficiencies that contribute to the degradation of surface water resources, groundwater resources, and aquatic and terrestrial habitat. The ultimate goal is to delist impaired waterbodies from the 303(d) list.

# Exhibit B

## Southern Sarpy Watersheds Partnership (SSWP) Watersheds Management Plan



-  Watershed Boundaries
-  Watershed Management Area <sup>a</sup>.
-  Major Roads
-  City of Springfield Channel Stabilization Project <sup>b</sup>.
-  Stream Project Segments <sup>c</sup>.
-  Future Planned Study Areas

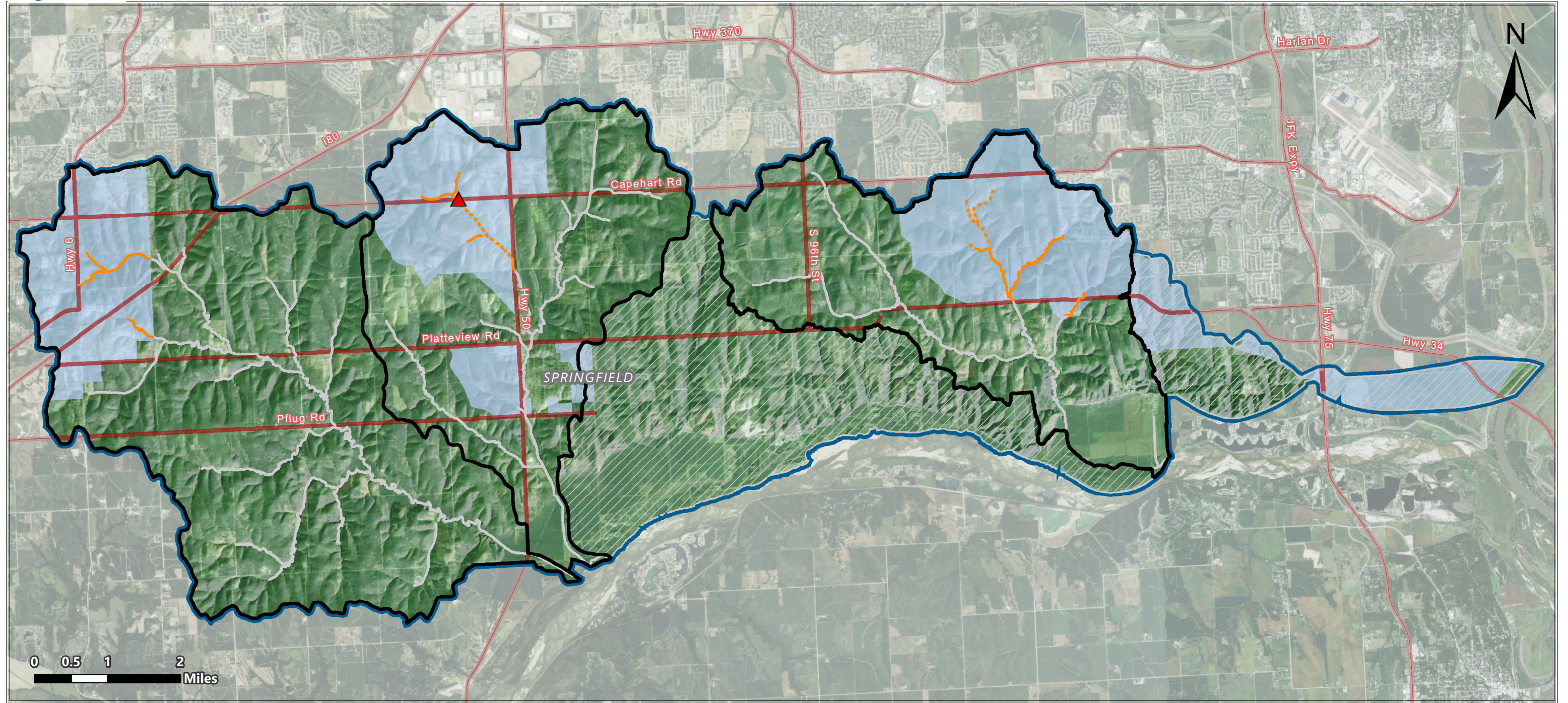
### KEY WATERSHED MANAGEMENT POLICIES









- 1) 2- and 10-year peak discharge maintained by new development
- 2) Green space corridors of 3:1 + 50' maintained along all watercourses (not mapped)
- 3) Grade control structures installed in all streams with a drainage area greater than 0.5 mi<sup>2</sup> as mapped by the Stream Project Segments.

**WATERSHED MANAGEMENT COSTS: \$70 Million (in 2022 Dollars)**

### NOTES

- <sup>a</sup> The Watershed Management Area is the area subject to the plans and policies defined in the Watershed Plan.
- <sup>b</sup> A proposed grade and bank stabilization project by the Partnership.
- <sup>c</sup> 65 miles of stream were identified based on having a drainage area greater than 0.5 mi<sup>2</sup>. Grade stabilization projects designed to prevent more than 4 ft of degradation will be constructed or funded by the SSWP in these streams.



-  Watershed Boundaries
-  Watershed Management Area <sup>a</sup>.
-  Urban Development Zones <sup>b</sup>.
-  5-Yr Plan Stream Project Segments - Developer Led <sup>c</sup>.
-  5-Yr Plan Stream Project Segments - Partnership Led <sup>c</sup>.
-  Stream Project Segments Outside 5-Yr Plan
-  Proposed Partnership Project <sup>c</sup>.
-  Future Planned Study Areas

**KEY WATERSHED MANAGEMENT POLICIES**

- 1) 2- and 10-year peak discharge maintained by new development
- 2) Green space corridors of 3:1 + 50' maintained along all watercourses (not mapped)
- 3) Grade control structures installed in all streams with a drainage area greater than 0.5 mi<sup>2</sup> as mapped by the Stream Project Segments.

**IMPLEMENTATION PLAN COSTS: \$9 Million (in 2022 Dollars)**

**NOTES**

- <sup>a</sup> The Watershed Management Area is the area subject to the plans and policies defined in the Watershed Plan.
- <sup>b</sup> Sarpy County Sewer Agency projection of area anticipated for development used for five-year implementation planning purposes.
- <sup>c</sup> 10 miles of stream were identified based on having a drainage area greater than 0.5 mi<sup>2</sup> within the Urban Development Zone. Grade stabilization projects designed to prevent more than 4 ft of degradation will be led or funded by the SSWP in these streams.

EXHIBIT D  
Annual Partner Contributions

Bellevue	12%	\$ 25,000
Gretna	9%	\$ 17,000
Papillion	13%	\$ 27,000
Springfield	7%	\$ 14,000
Sarpy County	25%	\$ 51,000
Papio NRD	33%	\$ 66,000
Total Annual Contributions	100%	\$ 200,000

P-MRNRD Contribution shall equal 33% of the Total Annual Contributions

Percentage of Zoning Jurisdictions Contributions Calculated as:

$$Contribution\% = \left( 0.25 \frac{Population_{Jurisdiction}}{Population_{Total}} + 0.75 \frac{Area_{Jurisdiction}}{Area_{Total}} \right) \times 0.67$$

Definitions:

Population -Jurisdiction	Population within the boundaries of each jurisdiction, including extra-territorial jurisdiction boundaries. Population for Sarpy County is calculated as those residing outside of the ETJ boundaries of communities within the county.
Population - Total	Total population in Sarpy County excluding residents within La Vista's boundaries (including their ETJ)
Area - Jurisdiction	Area of each jurisdiction, including ETJ, within the Watershed Management Area
Area - Total	Total land area of the Watershed Management Area

## EXHIBIT E Watershed Fees

<b>Fee Category</b>	<b>FY 2025</b>	<b>FY 2026</b>	<b>FY 2027</b>	<b>FY 2028</b>	<b>FY 2029</b>
	July 1, 2024- June 30, 2025	July 1, 2025- June 30, 2026	July 1, 2026- June 30, 2027	July 1, 2027 June 30, 2028	July 1, 2028 June 30, 2029
Single Family Residential per dwelling unit (also includes low-density multi- family up to 4-plexes)	\$1,058	\$1,090	\$1,122	\$1,156	\$1,191
High-Density Multi-Family Residential per gross acre (beyond 4-plexes)	\$4,656	\$4,795	\$4,939	\$5,087	\$5,240
Commercial/Industrial/Institutional per gross acre	\$5,642	\$5,812	\$5,986	\$6,166	\$6,351