

Agenda Item: 6.

MEMORANDUM

TO: Programs, Projects and Operations Subcommittee

FROM: Martin P. Cleveland

SUBJECT: Keystone Trail Pedestrian Bridge Replacement Project
Little Papio Channel near 75th and Howard

DATE: January 3, 2013

The City of Omaha has proposed the following items related to Keystone Trail Pedestrian Bridges:

1. Remove an existing pedestrian bridge downstream of Pine Street (about 65th Street) in the Ak-Sar-Ben area. This is one of three existing pedestrian bridge crossings between Pine Street and Mercy Road in a very short distance of the channel.
2. Install the removed Ak-Sar-Ben area pedestrian bridge at its new location near 75th and Howard Street.
3. Install new trail head parking lot and connector trail to the relocated bridge.
4. Remove an old converted railroad/pedestrian bridge upstream of 72nd Street (about 74th Street), immediately south of Nebraska Furniture Mart.

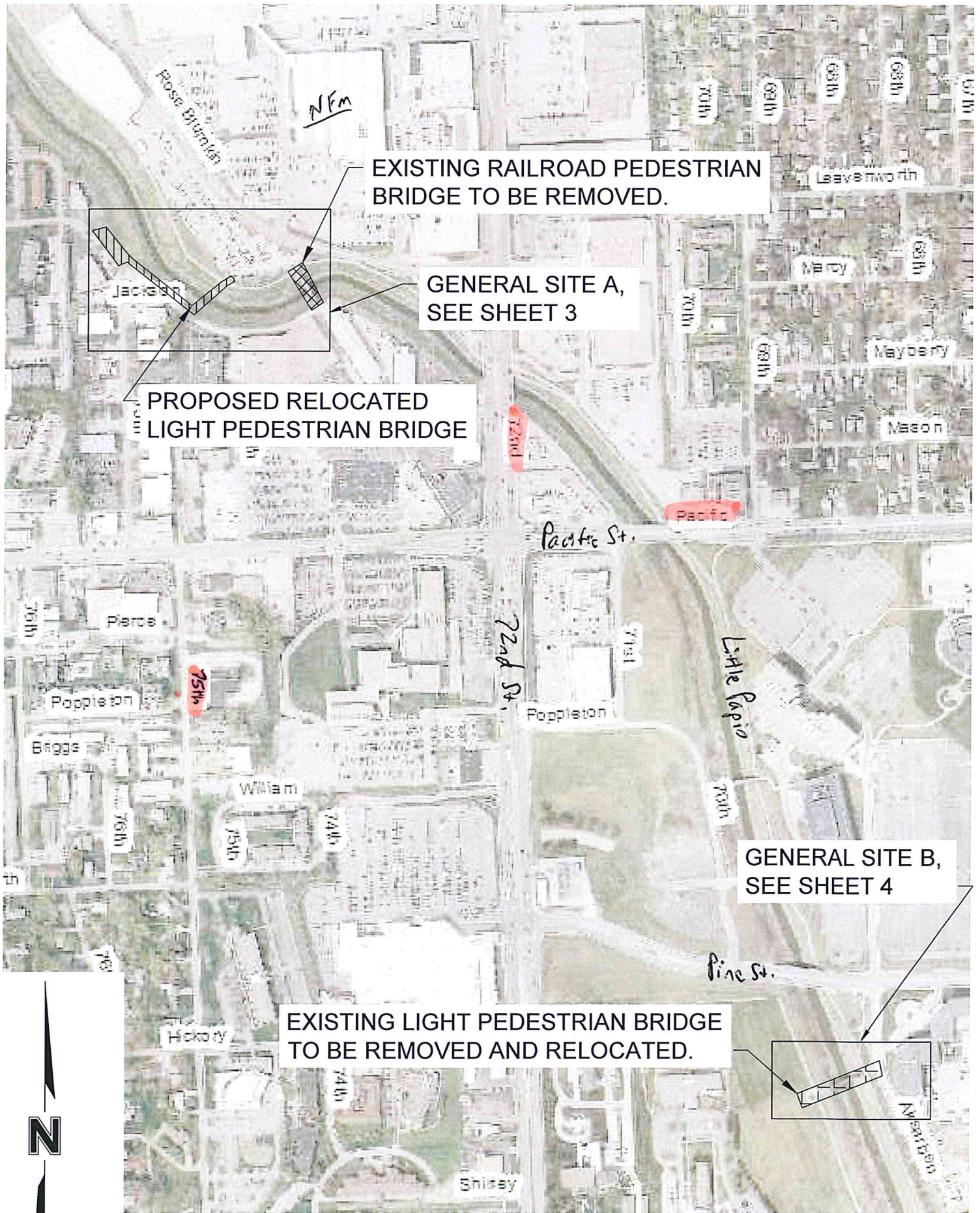
Enclosed are location maps that show the planned project features.

The overall result of the City's proposal is that access across the channel is maintained in the Ak-Sar-Ben area with 2 remaining pedestrian bridge crossings and that access across the channel in the Nebraska Furniture Mart area is improved with dedicated trail and trailhead parking lot vs. private drive use by pedestrians and no parking lot. In addition, the old converted railroad/pedestrian bridge acts as a channel obstruction, as this bridge has 2 large wooden piers that tend to collect high water debris and is not hydraulically as efficient as the relocated pedestrian bridge that spans the entire channel and doesn't have any piers. The flood levels will decrease at this location as a result of the old railroad bridge removal. The design, project management and construction cost is being funded by a donation to the City Parks Foundation. There is no cost sharing by the District on this project.

The proposed bridge, parking lot and trail construction activities will impact District channel right-of-way and as a result the City needs to acquire an easement from the District for the permanent features they are installing on District right-of-way in the 75th and Howard area. Furthermore, they will need a permit for occupation of levee/channel

right-of-way for the bridge removal activities in the Ak-Sar-Ben area (downstream of Pine Street) and Nebraska Furniture Mart area (upstream of 72nd Street), but this will not result in any permanent improvements. District policy 16.6 requires Board authorization grant right-of-way (easement) to allow for any permanent surface improvements, such as installing a bridge and trail. The non-permanent activities, such as removal of bridges can be handled by a management approved permit.

Management recommends that the Programs, Projects and Operations Subcommittee recommend to the Board of Directors that the General Manager be authorized to execute an easement agreement for occupation of levee/channel right-of-way for the City of Omaha Keystone Trail Pedestrian Bridge Replacement Project, subject to changes deemed necessary by the General Manager and approved as to form by District Legal Counsel.

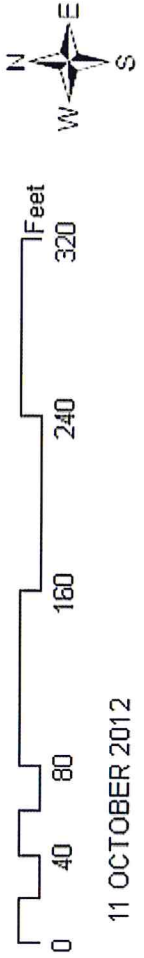


VICINITY MAP
NOT TO SCALE

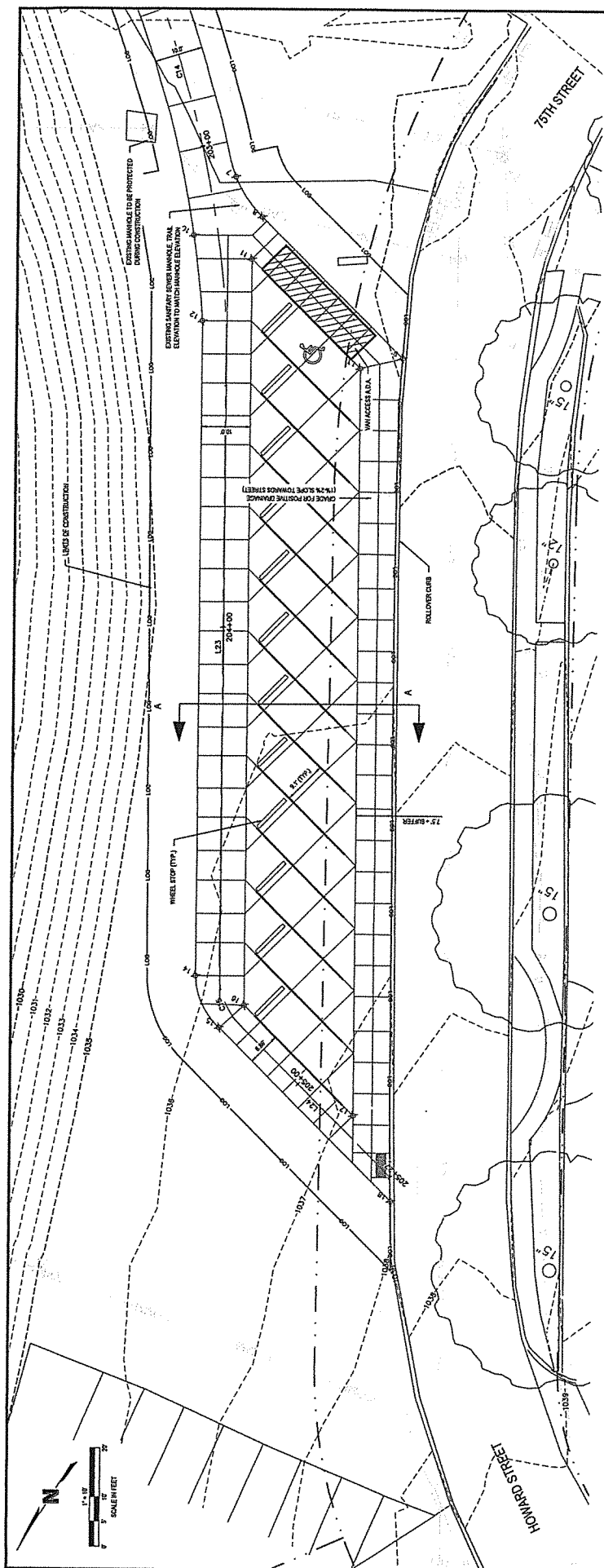


KEYSTONE TRAIL /NFM BRIDGE

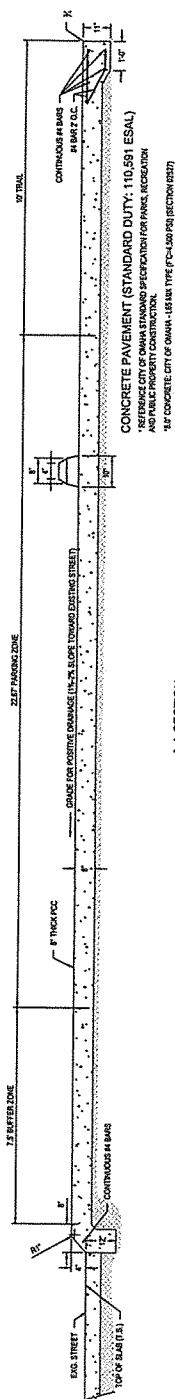
PARCEL LINES AND OWNERSHIP



11 OCTOBER 2012



TRAIL SEGMENT 2				
NO.	STATION	NORTHING	EASTING	LENGTH
L18	2004-00.00	541815.1271	2317814.7972	4.52'
	P=	2004-04.32	541815.3985	2317811.1468
L19	2004-04.32	541815.3985	2317811.1468	13.10'
	P=	2004-08.22	541815.6709	2317806.5056
L20	2004-08.22	541815.6709	2317806.5056	59.94'
	P=	2004-70.18	541850.1869	2317759.5287
L21	2004-70.18	541850.1869	2317759.5287	71.84'
	P=	2004-80.23	541778.4442	2317874.2727
L22	2004-80.23	541778.4442	2317874.2727	30.25'
	P=	2004-80.25	541779.4442	2317874.2727
C13	2004-80.25	541779.4442	2317864.3259	50.95'
	P=	2004-80.58	541783.6554	2317852.1741
C14	2004-80.58	541783.6554	2317852.1741	105.52'
	P=	2004-84.44	541772.7851	2317858.7307
L23	2004-84.44	541772.7851	2317858.7307	105.52'
	P=	2004-86.32	541815.6012	2317552.8649
L24	2004-86.32	541815.6012	2317552.8649	135.34'
	P=	2004-77.93	541824.9222	2317476.0725
C15	2004-77.93	541824.9222	2317476.0725	11.53'
	P=	2004-83.20	541835.9143	2317470.0294
L24	2004-83.20	541835.9143	2317470.0294	43.78'



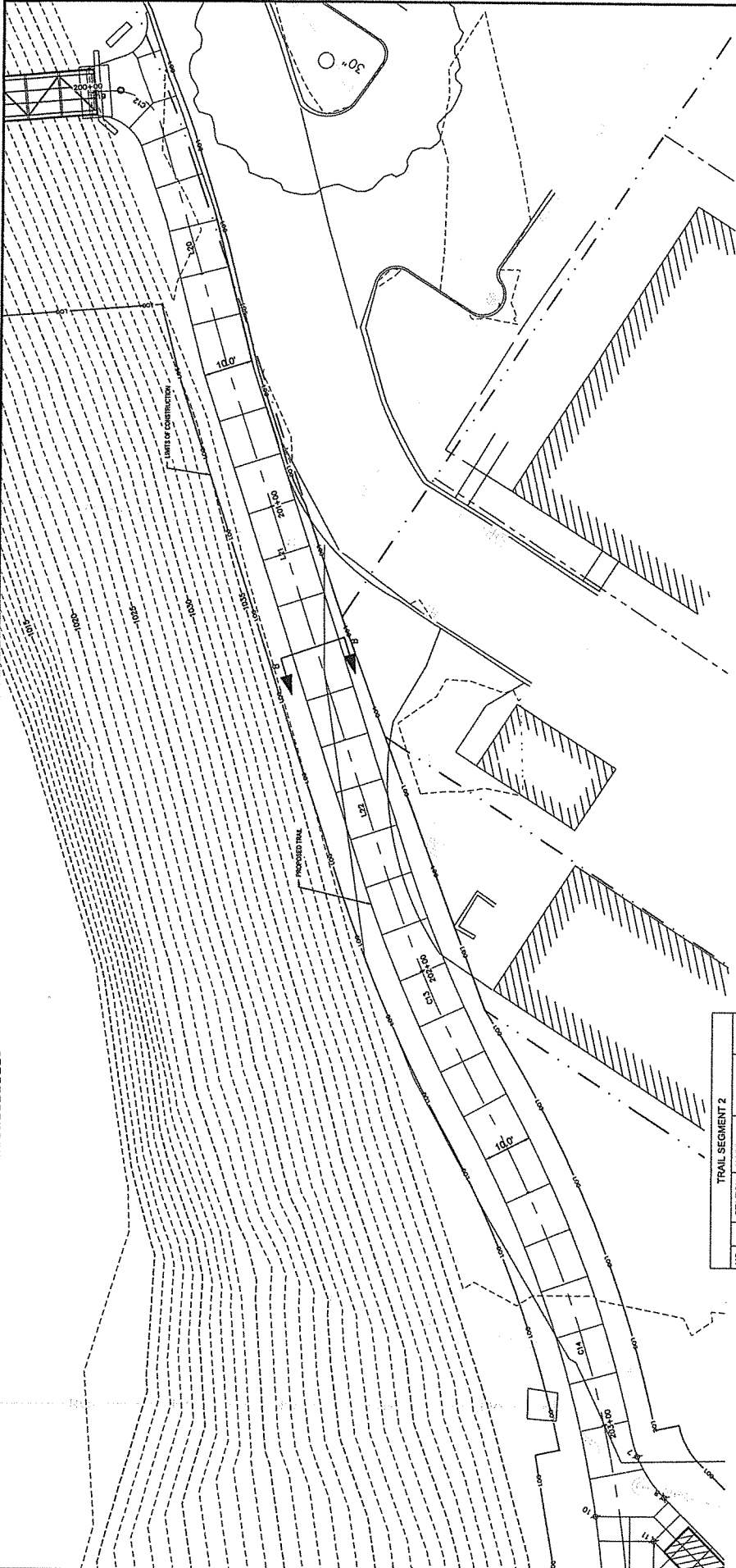
LEGEND

- [illegible]

90% DESIGN PLANS - NOT FOR CONSTRUCTION

PARKING LOT PLAN

CITY OF OMAHA PARKS, RECREATION, AND PUBLIC PROPERTY	OA # 012-1206	SHEET 9
		18



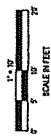
- LEGEND**
- MANHOLE
 - GATE PILE
 - LIGHTPOLE
 - POLE
 - TRAFFIC SIGNAL POLE
 - TRAFFIC SIGNAL PULLER
 - DOWNPIPE
 - ENCLOSURE
 - ISLAND
 - EXISTING MAJOR CONTOURS
 - EXISTING MINOR CONTOURS
 - PROPOSED MAJOR CONTOURS
 - PROPOSED MINOR CONTOURS
 - PROPOSED MAJOR CONTOUR
 - PROPOSED MINOR CONTOUR

CONCRETE PAVEMENT (LIGHT DUTY, 88,446 ESAL)
 *REFERENCE CITY OF OMAHA STANDARD SPECIFICATION FOR PAVES
 *FOR CONCRETE CITY OF OMAHA - 18.5 MIX TYPE (PC-4.38) P88 (SECTION 0220)



B-B SECTION
 NOT TO SCALE

TRAIL SEGMENT 2					
NO.	STATION	NORTHING	EASTING	LENGTH	
L18	200+00.00	541813.120	273181.727	4.32'	
	200+04.32	541813.386	273181.148		
P18	200+04.32	541813.386	273181.148		
C18	200+12.69	541810.470	273180.633	13.70'	
	200+16.22	541810.373	273178.355		
L20	200+16.22	541810.373	273178.355	51.94'	
	200+70.16	541830.169	273178.507		
L21	200+70.16	541830.169	273178.507	79.84'	
	201+50.00	541700.684	273187.680	30.25'	
L22	201+50.00	541700.684	273187.680	30.25'	
	201+80.25	541718.842	273187.472		
C13	201+80.25	541718.842	273187.472	30.56'	
	202+30.81	541747.699	273183.174		
P13	202+30.81	541747.699	273183.174	105.52'	
C14	202+30.81	541747.699	273183.174	135.34'	
	203+36.33	541818.851	273178.402		
L23	203+36.33	541818.851	273178.402	11.55'	
	204+71.67	541825.595	273178.402		
P14	204+71.67	541825.595	273178.402	4.78'	
C15	204+71.67	541825.595	273178.402		
	204+83.20	541835.815	273170.024		
L24	204+83.20	541835.815	273170.024		
	205+28.28	541844.654	273170.024		



90% DESIGN PLANS - NOT FOR CONSTRUCTION

CITY OF OMAHA
 PARKS, RECREATION, AND PUBLIC PROPERTY

OA # 012-1206

5' TRAIL SECTION (TYP.)

2'

5'

2'

RAIL

C-C SECTION
NOT TO SCALE

TRAIL SEGMENT 1				
NO.	STATION	NORTHING	EASTING	LENGTH
L1	10+00.00 10+00.01	7313.213 7313.717	23198.230 23198.681	9.91'
L2	10+00.01 10+11.63	7313.717 7313.322	23198.681 23198.675	1.72'
PC=PI	10+11.63 10+28.31	7313.322 7313.222	23198.675 23198.094	6.781
P1	10+28.31 10+43.24	7313.222 7313.323	23198.094 23198.686	31.62'
PC=PI	10+43.24 10+47.08	7313.323 7313.816	23198.686 23198.571	3.84'
C2	10+47.08 10+56.78	7313.816 7313.184	23198.571 23198.210	3.70'
L3	10+56.78	7313.184	23198.210	

LEGEND

- | SYMBOL | DESCRIPTION |
|--------|---------------------------|
| ⊙ | MANHOLE |
| ⊕ | GATE INLET |
| ⊗ | LIGHTPOLE |
| ⊙ | POWERSPOLE |
| ⊙ | TRAFFIC SIGNAL POLE |
| ⊙ | TRAFFIC SIGNAL PULLBOX |
| ⊙ | COMBING |
| □ | FENCELINE |
| ⊙ | BOUNDARY |
| ⊙ | EXISTING MAJOR CONDUITS |
| ⊙ | PROPOSED MAJOR CONDUITS |
| ⊙ | PROPOSED MINOR CONDUITS |
| ⊙ | PROPOSED WATER CONTAINERS |
| ⊙ | PROPOSED WASTE CONTAINERS |

90% DESIGN PLANS - NOT FOR CONSTRUCTION

TRAIL PLAN

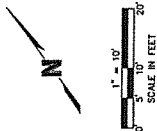
CITY OF OMAHA

DA # 012-1206

11 / SHEET

1. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UTILITIES SHOWN ARE ACCURATELY LOCATED IN THE AREA EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE COMPLETELY ACCURATELY LOCATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE TO THE SURVEYOR. THIS INCLUDES PRIVATE AND PUBLIC UTILITIES.
2. NO TREES ARE TO BE REMOVED UNLESS SPECIFICALLY INDICATED FOR REMOVAL ON THE PLANS, OR UNLESS REQUIRED BY APPROVED BY OWNER. TREES THAT ARE TO REMAIN SHALL BE PROTECTED BY THE CONTRACTOR FROM CONSTRUCTION ACTIVITIES.
3. BRIDGE DECKING SHALL BE REPLACED AS NEEDED, AS SPECIFIED BY THE DESIGN ENGINEER. BRIDGE SHALL BE PER MANUFACTURER'S SPECIFICATIONS.

LOC	---	LIMITS OF CONSTRUCTION
1200	---	EXISTING MINOR CONTOURS
1200	---	EXISTING MAJOR CONTOURS
1200	---	PROPOSED MINOR CONTOURS
1200	---	PROPOSED MAJOR CONTOURS
o		BOLLARD
X		CONTROL POINT

[illegible]

ELEVATION Relocated

90% DESIGN PLANS - NOT FOR CONSTRUCTION

CITY OF OMAHA

BRIDGE PLAN AND PROFILE

OA # 012-1206

**EASEMENT AGREEMENT
FOR OCCUPATION OF LEVEE/CHANNEL RIGHT-OF-WAY**

This Agreement is entered into by and between the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, a governmental subdivision of the State of Nebraska, with offices at 8901 South 154th Street, Omaha, Nebraska 68138-3621 (hereinafter called "the DISTRICT") and **CITY OF OMAHA** (hereinafter called "the GRANTEE," whether one or more and regardless of gender).

WHEREAS, the GRANTEE desires to install, operate, maintain and replace certain improvements, to-wit:

Keystone Pedestrian Bridge Replacement Project, OA Project No. 012-1206

(hereafter called "the Construction") in that portion of the DISTRICT's Little Papio Channel right-of-way in Douglas County, Nebraska, described as follows, to-wit:

(See attached Exhibit "A")

(such portion of the DISTRICT's Little Papio Channel right-of-way hereinafter being called "the Easement Area"); and,

WHEREAS, the DISTRICT is agreeable to grant a permanent easement for the Construction in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of their mutual covenants herein expressed, the DISTRICT and the GRANTEE agree as follows:

1. The DISTRICT does hereby grant to the GRANTEE, and or its successors and assigns, the permanent easement and right to install, operate, maintain, repair and replace the construction, in, under and through the Easement Area, in accordance with the plans and specifications for the Construction dated December 6, 2012 and prepared by Olsson Associates.

2. The DISTRICT's levee and channel facilities, and appurtenances thereto, which are damaged or altered as a result of the installation, operation, maintenance, repair or replacement of the Construction, shall be properly and immediately restored by the GRANTEE to their "as built" condition. This shall include but not be limited to the following:

- a) excavations shall be backfilled with same or comparable material and compacted to a density at least equal to that of the adjacent levee,
- b) seeded areas which are disturbed shall be re-seeded and a vegetative cover acceptable to the DISTRICT shall be established,
- c) materials, pipe, debris and other construction materials shall be removed.
- d) a new three inch (3") thick by ten foot (10') wide crushed limestone (1 ½ inch crusher run) surfacing will be placed on all traveled unpaved portions of levee roadway, unless District waives this requirement at the project final inspection.

3. The GRANTEE agrees to pay the reasonable cost of all repairs of damages or rectification of alterations to the DISTRICT's levee and channel facilities necessitated or caused by or arising out of the installation, operation, maintenance, repair or replacement of the Construction, or the use of the levee system by the GRANTEE and/or its contractors. In the event any such facilities are not restored to their "as-built" condition in accordance with Paragraph 2, above, within 30 days after the DISTRICT shall have demanded the same in writing, the DISTRICT shall be authorized or commission such repairs and, following demand therefor, shall have an action against the GRANTEE for the reasonable cost thereof, for the DISTRICT's associated administration costs, and for such attorney fees and court costs as may be permitted by law.

4. The GRANTEE agrees to indemnify and hold the DISTRICT harmless from and against any and all liability, causes of action, claims and expense for personal injury or property damage arising out of or occasioned by the use of the EASEMENT AREA by the GRANTEE pursuant to this Easement Agreement, except as may be caused solely by the negligence of the DISTRICT, its agents and employees.

5. Except as provided herein, the GRANTEE shall be responsible for obtaining rights of ingress and egress to and from the Easement Area. Any use by the GRANTEE of the DISTRICT's levee for vehicular traffic shall be limited to the Easement Area, and shall be limited to ¾ ton rated pickups and automobiles (except in the immediate work area).

6. The GRANTEE agrees to reimburse the DISTRICT for all costs incurred by the DISTRICT in connection with the DISTRICT's inspection of the installation, operation, maintenance, repair and replacement work permitted under this agreement, which inspection costs shall be itemized and transmitted by the DISTRICT to the GRANTEE within ninety days after their accrual.
7. The GRANTEE agrees to notify the DISTRICT at least 24 hours prior to beginning any work in the Easement Area.
8. Upon completion of installation of the construction or any replacements thereof, the GRANTEE shall furnish to the DISTRICT two copies of "as built" plans for the Construction or replacement.
9. In the event the Corps of Engineers or the DISTRICT shall determine that it shall be necessary to re-shape, relocate, or re-build its levee improvements in the Easement Area, and in the event, in the determination of the DISTRICT, such work shall necessitate the removal, re-installation, replacement, relocation and/or alteration of the Construction, the GRANTEE agrees to reimburse the DISTRICT upon demand for that part of the DISTRICT's cost for such work that shall be determined by the DISTRICT to be attributable to such removal, installation, replacement, relocation and/or alteration of the Construction.
10. The GRANTEE shall maintain the Construction in a manner which will not interfere with the continued operation and maintenance of the DISTRICT's levee and channel facilities, the level of flood protection afforded by the DISTRICT's levee system to be maintained at all times.
11. GRANTEE assumes the entire risk of loss or damage to the Construction, from all causes whatsoever, including flood or other natural disaster or act of God, and excluding only loss or damage caused solely by the negligence of the DISTRICT or its officers and employees.
12. It is understood that this agreement does not include a warranty by the DISTRICT of its title to the Easement Area or to the interest herein conveyed.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement on the respective dates shown, such agreement to be effective upon the date the same has been signed by all parties.

Papio-Missouri River Natural Resources District

John Winkler, General Manager

GRANTEE

City of Omaha

Address: _____

By _____
Name and Title

STATE OF NEBRASKA)
) SS
COUNTY OF SARPY)

On this _____ day of _____ 2013, before me, a Notary Public in and for said County, personally came the above named JOHN WINKLER, General Manager of the Papio-Missouri River Natural Resources District, and he acknowledged the execution of the above Easement Purchase Agreement as his voluntary act and deed and the voluntary act and deed of said District.

WITNESS my hand and Notarial Seal the date last aforesaid.

Notary Public

**PERMIT FOR OCCUPATION OF
LEVEE RIGHT-OF-WAY**

This agreement is entered between: the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**, a governmental subdivision of the State of Nebraska, with offices at 8901 South 154th Street, Omaha, Nebraska, hereinafter called "*the District*" and **CITY OF OMAHA**, hereinafter called "*the Permittee*", witnesseth that,

WHEREAS, the Permittee desires to remove two existing Keystone Trail Pedestrian Bridges, one downstream of Pine Street in W ½ of Section 25, T15N, R12E, Douglas County, Nebraska and one upstream of 72nd Street in SE1/4 of Section 23, T15N, R12E, Douglas County, Nebraska(hereafter called "the Construction").

WHEREAS, the District is agreeable to permit the construction in the aforesaid structure right-of-way in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of their mutual covenants herein expressed, it is agreed between the District and the Permittee that approval to construct, operate and maintain the construction, in accordance with the plans and specifications for Keystone Pedestrian Bridge Replacement Project, OA Project No. 012-1206, dated December 6, 2012, herein by reference, is hereby granted to the Permittee subject to the following conditions:

1. Levee and channel facilities and appurtenances thereof damaged as a result of the installation, operation and maintenance of the construction are properly and immediately restored to their "as built" condition. This shall include but not be limited to the following:
 - (a) all excavations shall be backfilled with same or comparable material and compacted to a density at least equal to that of the adjacent Levee,
 - (b) all seeded areas which are disturbed shall be re-seeded and an acceptable cover established,
 - (c) all materials, pipe, debris and other material shall be removed from the site following completion of the construction.
 - (d) a new six inch (6") thick by ten foot (10') wide crushed limestone (1-1/2 inch crusher run) surfacing will be placed on all traveled unpaved portions of levee roadway, unless District waives this requirement at the project final inspection.
2. The Permittee agrees to pay for all damages occasioned to the Levee system arising out of the construction and/or the use of the Levee system by the Permittee and/or its contractors. In the event of any damage to the levee system caused by the installation, operation or maintenance of the construction, the District shall notify the Permittee, who shall promptly cause such damage to be properly repaired to the satisfaction of the District. In the event that such damaged portions of the levee are not promptly or properly repaired by the Permittee, the District shall make the repairs and, following demand, shall have an action against the Permittee for the actual cost of such repairs, and for a reasonable fee for associated administration costs and for attorney fees.

3. The Permittee agrees to hold the District harmless from and against any and all liability, causes of action and claims occasioned by the use of said levee system by the Permittee, including liability for any injury to any personnel employed by the Permittee, and personnel employed by contractors or subcontractors of the Permittee, or personnel of the District, except for the negligence of the District, its agents and employees.
4. Use of the levee for vehicular traffic shall be limited to the area designated in the preceding paragraphs and shall be limited to 3/4 ton rated pickups and automobiles, except in the immediate work area.
5. The Permittee agrees to reimburse the District for any costs associated with inspection of the work permitted under this agreement, which costs should be itemized and forwarded by the District within ninety days after their accrual.
6. The Permittee agrees to notify the District 24 hours prior to beginning the construction on said levee system.
7. Upon completion of installation of the construction or any modifications thereto, the Permittee shall furnish to the District two copies of "as built" plans for the construction or modification, if it differs from the approved plans.
8. In the event the Corps of Engineers or the District shall determine that it shall be necessary to re-shape or re-build the levee, and in the event such work shall necessitate the removal, reinstallation, replacement, relocation and/or alteration of the Permittee's construction, Permittee agrees to have done or reimburse the District upon demand, for that part of the cost of such work that shall be determined by the District to be attributable to such removal, installation, replacement, relocation and/or alteration of the Permittee's construction.
9. The Permittee shall maintain the construction in a manner which will not interfere with the continued operation and maintenance of the levee and channel facilities. The level of flood protection afforded by the levee system must be maintained at all times.
10. Permittee assumes the entire risk of loss or damage to its construction, from all causes whatsoever, including flood or other natural disaster or act of God, and excluding only the sole negligence of the District or its officers and employees.
11. It is understood that this agreement does not include a warranty by the District of its title to the right-of-way or to the interest herein conveyed. It shall be the responsibility of the Permittee to secure such other approvals as shall be necessary for its construction.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the respective dates shown:

THE PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

By _____
John Winkler, General Manager

Dated _____

ATTEST:

By _____
Marlin J. Petermann, Assistant General Manager

Dated _____

CITY OF OMAHA

Permittee Name

By _____
Name

Dated _____

ATTEST:

By _____
Name

Dated _____

532 LittlePapioPermitNFM