

## Memorandum

To: Programs, Projects and Operations Subcommittee

Subject: Carter Lake Water Quality Improvement Project – Amendment to Interlocal Cooperation Act Agreement with the City of Omaha

Date: February 25, 2010

From: Gerry Bowen

In November, 2009, the Board approved an interlocal agreement (see attached) with the City of Omaha regarding the water quality improvements to Carter Lake. The agreement called for the District to cost share with Omaha a total of \$250,000 (\$50,000 per year for five years). The City anticipated a five year implementation period.

It now appears that the sponsors would like to accelerate the project to one of three years' (see attached letter) duration. The new proposal is for \$50,000 in FY 10, \$100,000 in FY 11, and \$100,000 in FY 12. The first installment is in the FY 10 Budget.

Therefore, it is proposed that the agreement be changed to read as follows:

### **“III. RIGHTS DUTIES AND OBLIGATIONS OF PMRNRD**

PMRNRD agrees to contribute Two Hundred and Fifty Thousand Dollars (\$250,000.00) (“the Contribution”) for partial reimbursement of the costs of the Improvements.

PMRNRD agrees to provide such Contribution in increments as follows: \$50,000 on June 1, 2010, \$100,000 on March 1, 2011, and \$100,000 on March 1, 2012 ~~of \$50,000 annually, over the term of this Agreement, payable on or before March 1 of each year beginning on March 1, 2010 and ending on March 1, 2014~~ as reimbursement for amounts expended by MAPA for the Improvements, upon receipt from MAPA and Omaha of documentation of such expenditures. PMRNRD will provide such reimbursement payments to Omaha within forty five (45) days of receipt of a written reimbursement request from Omaha.”

- **It is recommended that the Subcommittee recommend to the Board that the General Manager be authorized to execute an amendment to the Interlocal Agreement with the City of Omaha for the Carter Lake Water Quality Project, subject to changes deemed necessary by the General Manager, and approve as to form by District Legal Counsel.**



City of Omaha  
Jim Suttle, Mayor

**Parks, Recreation &  
Public Property Department**

Omaha/Douglas Civic Center  
1819 Farnam Street, Suite 701  
Omaha, Nebraska 68183-0701  
(402) 444-5900  
FAX (402) 444-4921

February 24, 2010

John Winkler, General Manager  
Papio-Missouri River Natural Resources District  
8901 S. 154th St.  
Omaha, NE 68138

FEB 26 2010

RE: Carter Lake Water Quality Project

Dear Mr. Winkler:

The City of Omaha is greatly appreciative of the Papio-Missouri River Natural Resources District's approval to allocate \$250,000 toward the Carter Lake Water Quality Project. This is an important project and we're pleased to include you among the many partners.

We had originally requested that the \$250,000 be distributed to the City over a 5-year period, at \$50,000 per year. However, since that time, the Carter Lake Technical Team has developed a more aggressive timeline, as shown on the attachment. We therefore would like to amend our request to have the funding allocated over a three-year period, with \$50,000 in FY10 and \$100,000 in each of FY11 and FY12.

I apologize for any inconvenience this may cause you. This project is moving along more rapidly than we had anticipated. Feel free to contact me if you need further information.

Sincerely,

Steve Scarpello, Administrator  
Parks, Recreation and  
Public Property Department

Cc: Gerry Bowen, P-MRNRD  
Pat Slaven, Park Planner II  
Nina Cudahy, Public Works  
Harald Flatoen, Public Works

CARTER LAKE FINANCIALS

Funding Breakdown Edition No: 1  
Date Presented to Client: 12/3/2009

Costs in BLUE are sunk costs (already spent/finalized)  
Potential in-kind contributions highlighted in ORANGE

|   |  | Month/Year funds are available |             |             |                |           |           |           |           |                     |                | Funding Source | Estimated Project Cost | Comment |
|---|--|--------------------------------|-------------|-------------|----------------|-----------|-----------|-----------|-----------|---------------------|----------------|----------------|------------------------|---------|
|   |  | Dec-10                         | Feb-10      | 600k 1/2010 | 1.4 mil 7/2010 | Jan-11    | Apr-11    | Jan-10    | Apr-10    | City of Carter Lake | Recapitulation |                |                        |         |
| IN-LAKE                                   |  |                                |             |             |                |           |           |           |           |                     |                |                |                        |         |
| Total Financial Summary                   |  |                                |             |             |                |           |           |           |           |                     |                |                |                        |         |
| Project Component                         |  |                                |             |             |                |           |           |           |           |                     |                |                |                        |         |
| 1st Alum Treatment                        |  | \$0                            | \$485,000   | \$390,000   | \$0            | \$0       | \$0       | \$0       | \$0       | \$0                 | \$0            | \$0            | \$0                    |         |
| 2nd Alum Treatment                        |  | \$0                            | \$0         | \$107,750   | \$0            | \$0       | \$0       | \$0       | \$0       | \$0                 | \$0            | \$0            | \$0                    |         |
| Sediment Core Study                       |  | \$0                            | \$0         | \$0         | \$0            | \$0       | \$0       | \$0       | \$0       | \$0                 | \$0            | \$0            | \$0                    |         |
| Fish Renovation                           |  | \$0                            | \$125,000   | \$75,000    | \$0            | \$0       | \$0       | \$0       | \$0       | \$0                 | \$0            | \$0            | \$0                    |         |
| Targeted Dredging                         |  | \$0                            | \$174,583   | \$104,717   | \$0            | \$0       | \$0       | \$0       | \$0       | \$0                 | \$0            | \$0            | \$0                    |         |
| Watercraft Management                     |  | \$0                            | \$0         | \$0         | \$0            | \$0       | \$0       | \$0       | \$0       | \$0                 | \$0            | \$0            | \$0                    |         |
| SUB-TOTAL                                 |  | \$0                            | \$784,583   | \$677,467   | \$0            | \$400,000 | \$87,994  | \$87,994  | \$0       | \$0                 | \$0            | \$0            | \$0                    |         |
| IN-LAKE (watershed interception)          |  |                                |             |             |                |           |           |           |           |                     |                |                |                        |         |
| Welland Creation / Enhancement / Forebays |  | \$0                            | \$629,407   | \$694,048   | \$80,000       | \$0       | \$174,902 | \$175,000 | \$175,000 | \$0                 | \$0            | \$0            | \$0                    |         |
| Shoreline Stabilization                   |  | \$0                            | \$516,847   | \$337,109   | \$45,044       | \$0       | \$0       | \$0       | \$0       | \$0                 | \$0            | \$0            | \$0                    |         |
| SUB-TOTAL                                 |  | \$0                            | \$1,146,254 | \$1,031,157 | \$125,044      | \$0       | \$174,902 | \$175,000 | \$175,000 | \$0                 | \$0            | \$0            | \$0                    |         |
| WATERSHED                                 |  |                                |             |             |                |           |           |           |           |                     |                |                |                        |         |
| Golf Course Swale                         |  | \$0                            | \$0         | \$0         | \$180,000      | \$0       | \$0       | \$0       | \$0       | \$0                 | \$0            | \$0            | \$0                    |         |
| Wet Detention Basins                      |  | \$611,300                      | \$0         | \$0         | \$0            | \$0       | \$0       | \$0       | \$0       | \$0                 | \$0            | \$0            | \$0                    |         |
| Vegetated Buffer                          |  | \$0                            | \$0         | \$0         | \$0            | \$0       | \$0       | \$0       | \$0       | \$0                 | \$0            | \$0            | \$0                    |         |
| SUB-TOTAL                                 |  | \$611,300                      | \$0         | \$0         | \$180,000      | \$0       | \$0       | \$0       | \$0       | \$0                 | \$0            | \$0            | \$0                    |         |
| ENGINEERING                               |  |                                |             |             |                |           |           |           |           |                     |                |                |                        |         |
| Final Alternatives Analysis               |  | \$144,000                      | \$175,000   | \$0         | \$0            | \$0       | \$0       | \$0       | \$0       | \$0                 | \$0            | \$0            | \$0                    |         |
| Final Design / Permitting                 |  | \$0                            | \$0         | \$210,000   | \$0            | \$0       | \$237,104 | \$0       | \$0       | \$0                 | \$0            | \$0            | \$0                    |         |
| Construction Observation                  |  | \$118,700                      | \$0         | \$76,000    | \$0            | \$0       | \$0       | \$0       | \$0       | \$0                 | \$0            | \$0            | \$0                    |         |
| SUB-TOTAL                                 |  | \$262,700                      | \$175,000   | \$286,000   | \$0            | \$0       | \$237,104 | \$0       | \$0       | \$0                 | \$0            | \$0            | \$0                    |         |
| WATER SOURCE                              |  |                                |             |             |                |           |           |           |           |                     |                |                |                        |         |
| Well Construction                         |  | \$0                            | \$0         | \$100,000   | \$0            | \$0       | \$0       | \$0       | \$0       | \$0                 | \$0            | \$0            | \$0                    |         |
| Supply Line Modification                  |  | \$0                            | \$0         | \$325,085   | \$0            | \$0       | \$0       | \$0       | \$0       | \$0                 | \$0            | \$0            | \$0                    |         |
| Final Design                              |  | \$0                            | \$0         | \$49,095    | \$0            | \$0       | \$0       | \$0       | \$0       | \$0                 | \$0            | \$0            | \$0                    |         |
| Construction Observation                  |  | \$0                            | \$0         | \$25,820    | \$0            | \$0       | \$0       | \$0       | \$0       | \$0                 | \$0            | \$0            | \$0                    |         |
| SUB-TOTAL                                 |  | \$0                            | \$0         | \$500,000   | \$0            | \$0       | \$0       | \$0       | \$0       | \$0                 | \$0            | \$0            | \$0                    |         |
| OTHER                                     |  |                                |             |             |                |           |           |           |           |                     |                |                |                        |         |
| Information / Education Program           |  | \$26,000                       | \$0         | \$0         | \$4,700        | \$0       | \$0       | \$0       | \$0       | \$0                 | \$0            | \$0            | \$0                    |         |
| Information / Education Coordinator       |  | \$172,000                      | \$0         | \$0         | \$72,000       | \$0       | \$0       | \$0       | \$0       | \$0                 | \$0            | \$0            | \$0                    |         |
| Lake Water Quality Monitoring             |  | \$120,000                      | \$0         | \$0         | \$0            | \$0       | \$0       | \$0       | \$0       | \$0                 | \$0            | \$0            | \$0                    |         |
| SUB-TOTAL                                 |  | \$322,700                      | \$0         | \$0         | \$76,700       | \$0       | \$0       | \$0       | \$0       | \$0                 | \$0            | \$0            | \$0                    |         |
| GRAND TOTAL                               |  | \$1,120,000                    | \$2,105,837 | \$2,484,624 | \$381,744      | \$400,000 | \$500,000 | \$175,000 | \$175,000 | \$0                 | \$460,193      |                |                        |         |

| Project Costs To Date             |   | Funding Source   |                        |                                       |                  |                              |                       |                              |                     |           |           | Recapitulation |  |
|-----------------------------------|---|------------------|------------------------|---------------------------------------|------------------|------------------------------|-----------------------|------------------------------|---------------------|-----------|-----------|----------------|--|
|                                   |   | NEQA Section 319 | NGPC / Aquatic Habitat | Iowa DNR LRP / Special Appropriations | IDNR Section 319 | Nebraska Environmental Trust | City of Omaha / PMNRD | Iowa Water Improvement Board | City of Carter Lake |           |           |                |  |
|                                   |   | \$284,000        | \$175,000              | \$500,000                             | \$0              | \$0                          | \$0                   | \$0                          | \$0                 |           |           |                |  |
| Calendar Year Breakdown (Jan-Jan) |   |                  |                        |                                       |                  |                              |                       |                              |                     |           |           |                |  |
| 2010 Project Component            |   | Projected Cost   |                        |                                       |                  |                              |                       |                              |                     |           |           |                |  |
| Q1                                | Education Coordinator                     | \$21,500         | \$0                    | \$0                                   | \$0              | \$0                          | \$0                   | \$0                          | \$0                 | \$0       | \$0       |                |  |
|                                   | Education Program                         | \$4,712          | \$0                    | \$0                                   | \$0              | \$0                          | \$0                   | \$0                          | \$0                 | \$0       | \$0       |                |  |
|                                   | Final Design / Permitting                 | \$149,035        | \$0                    | \$149,035                             | \$0              | \$0                          | \$0                   | \$0                          | \$0                 | \$0       | \$0       |                |  |
|                                   |   | \$175,247        | \$0                    | \$149,035                             | \$0              | \$0                          | \$0                   | \$0                          | \$0                 | \$0       | \$0       |                |  |
| 2010 Q2                           |   |                  |                        |                                       |                  |                              |                       |                              |                     |           |           |                |  |
|                                   | Education Coordinator                     | \$21,500         | \$0                    | \$0                                   | \$0              | \$0                          | \$0                   | \$0                          | \$0                 | \$0       | \$0       |                |  |
|                                   | Education Program                         | \$3,713          | \$0                    | \$0                                   | \$0              | \$0                          | \$0                   | \$0                          | \$0                 | \$0       | \$0       |                |  |
|                                   | Final Design / Permitting                 | \$149,035        | \$0                    | \$0                                   | \$0              | \$0                          | \$0                   | \$0                          | \$0                 | \$0       | \$0       |                |  |
|                                   | 1st Alum Treatment                        | \$875,000        | \$0                    | \$60,965                              | \$0              | \$0                          | \$88,070              | \$0                          | \$0                 | \$0       | \$0       |                |  |
|                                   |   | \$1,049,248      | \$0                    | \$60,965                              | \$0              | \$0                          | \$88,070              | \$0                          | \$0                 | \$0       | \$0       |                |  |
| 2010 Q3                           |   |                  |                        |                                       |                  |                              |                       |                              |                     |           |           |                |  |
|                                   | Education Coordinator                     | \$21,500         | \$0                    | \$0                                   | \$0              | \$0                          | \$0                   | \$0                          | \$0                 | \$0       | \$0       |                |  |
|                                   | Education Program                         | \$3,712          | \$0                    | \$0                                   | \$0              | \$0                          | \$0                   | \$0                          | \$0                 | \$0       | \$0       |                |  |
|                                   | Final Design Permitting                   | \$149,034        | \$0                    | \$0                                   | \$0              | \$0                          | \$149,034             | \$0                          | \$0                 | \$0       | \$0       |                |  |
|                                   |   | \$174,246        | \$0                    | \$0                                   | \$0              | \$0                          | \$149,034             | \$0                          | \$0                 | \$0       | \$0       |                |  |
| 2010 Q4                           |   |                  |                        |                                       |                  |                              |                       |                              |                     |           |           |                |  |
|                                   | Education Coordinator                     | \$21,500         | \$0                    | 0                                     | \$0              | \$0                          | \$0                   | \$0                          | \$0                 | \$0       | \$0       |                |  |
|                                   | Education Program                         | \$3,713          | \$0                    | 0                                     | \$0              | \$0                          | \$0                   | \$0                          | \$0                 | \$0       | \$0       |                |  |
|                                   | Construction Observation                  | \$76,000         | \$0                    | \$76,000                              | \$0              | \$0                          | \$0                   | \$0                          | \$0                 | \$0       | \$0       |                |  |
|                                   | Fish Renovation                           | \$200,000        | \$0                    | \$0                                   | \$0              | \$0                          | \$0                   | \$0                          | \$0                 | \$0       | \$0       |                |  |
|                                   | Wetland Creation / Enhancement / Forebays | \$1,009,500      | \$0                    | \$125,000                             | \$0              | \$0                          | \$0                   | \$0                          | \$0                 | \$0       | \$0       |                |  |
|                                   | Shoreline Stabilization                   | \$449,500        | \$0                    | \$158,157                             | \$0              | \$0                          | \$157,295             | \$0                          | \$0                 | \$0       | \$0       |                |  |
|                                   | Watercraft Management                     | \$43,997         | \$0                    | \$694,048                             | \$0              | \$0                          | \$0                   | \$0                          | \$0                 | \$0       | \$0       |                |  |
|                                   | Targeted Dredging                         | \$139,650        | \$0                    | \$0                                   | \$0              | \$0                          | \$0                   | \$0                          | \$0                 | \$0       | \$0       |                |  |
|                                   |   | \$1,943,860      | \$0                    | \$104,717                             | \$0              | \$0                          | \$43,997              | \$0                          | \$0                 | \$0       | \$0       |                |  |
| 2011 Q1                           |   |                  |                        |                                       |                  |                              |                       |                              |                     |           |           |                |  |
|                                   | Education Coordinator                     | \$21,500         | \$0                    | \$0                                   | \$0              | \$0                          | \$0                   | \$0                          | \$0                 | \$0       | \$0       |                |  |
|                                   | Education Program                         | \$3,712          | \$0                    | \$0                                   | \$0              | \$0                          | \$0                   | \$0                          | \$0                 | \$0       | \$0       |                |  |
|                                   | Construction Observation                  | \$76,000         | \$0                    | \$0                                   | \$0              | \$0                          | \$0                   | \$0                          | \$0                 | \$0       | \$0       |                |  |
|                                   | Wetland Creation / Enhancement / Forebays | \$1,009,500      | \$0                    | \$0                                   | \$0              | \$0                          | \$0                   | \$0                          | \$0                 | \$0       | \$0       |                |  |
|                                   | Shoreline Stabilization                   | \$449,500        | \$471,250              | \$0                                   | \$80,000         | \$0                          | \$17,607              | \$175,000                    | \$0                 | \$0       | \$265,643 |                |  |
|                                   | Watercraft Management                     | \$43,997         | \$67,347               | \$337,109                             | \$45,044         | \$0                          | \$0                   | \$0                          | \$0                 | \$0       | \$0       |                |  |
|                                   | Targeted Dredging                         | \$139,650        | \$0                    | \$0                                   | \$0              | \$0                          | \$43,997              | \$0                          | \$0                 | \$0       | \$0       |                |  |
|                                   |   | \$1,743,859      | \$933,742              | \$337,109                             | \$132,544        | \$0                          | \$61,604              | \$175,000                    | \$0                 | \$0       | \$265,643 |                |  |
| 2011 Q2                           |   |                  |                        |                                       |                  |                              |                       |                              |                     |           |           |                |  |
|                                   | Education Coordinator                     | \$21,500         | \$0                    | \$0                                   | \$21,500         | \$0                          | \$0                   | \$0                          | \$0                 | \$0       | \$0       |                |  |
|                                   | Education Program                         | \$3,713          | \$0                    | \$0                                   | \$0              | \$0                          | \$0                   | \$0                          | \$0                 | \$0       | \$0       |                |  |
|                                   | Construction Observation                  | \$38,000         | \$0                    | \$0                                   | \$0              | \$0                          | \$0                   | \$0                          | \$0                 | \$0       | \$0       |                |  |
|                                   | Sediment Core Sampling                    | \$39,000         | \$0                    | \$0                                   | \$0              | \$0                          | \$0                   | \$0                          | \$0                 | \$0       | \$0       |                |  |
|                                   | Golf Course Swale                         | \$180,000        | \$0                    | \$0                                   | \$0              | \$0                          | \$0                   | \$0                          | \$0                 | \$0       | \$39,000  |                |  |
|                                   | Wet Detention Basins                      | \$611,300        | \$0                    | \$0                                   | \$180,000        | \$0                          | \$0                   | \$0                          | \$0                 | \$0       | \$0       |                |  |
|                                   | Vegetated Buffer                          | \$3,000          | \$611,300              | \$0                                   | \$0              | \$0                          | \$0                   | \$0                          | \$0                 | \$0       | \$0       |                |  |
|                                   |   | \$896,613        | \$653,013              | \$0                                   | \$201,500        | \$0                          | \$0                   | \$0                          | \$0                 | \$0       | \$3,000   |                |  |
| 2011 Q3                           |   |                  |                        |                                       |                  |                              |                       |                              |                     |           |           |                |  |
|                                   | Education Coordinator                     | \$21,500         | \$0                    | \$0                                   | \$21,500         | \$0                          | \$0                   | \$0                          | \$0                 | \$0       | \$0       |                |  |
|                                   | Education Program                         | \$3,712          | \$0                    | \$0                                   | \$0              | \$0                          | \$0                   | \$0                          | \$0                 | \$0       | \$0       |                |  |
|                                   |   | \$25,212         | \$0                    | \$0                                   | \$22,487         | \$0                          | \$0                   | \$0                          | \$0                 | \$0       | \$0       |                |  |
| 2011 Q4                           |   |                  |                        |                                       |                  |                              |                       |                              |                     |           |           |                |  |
|                                   | Education Coordinator                     | \$21,500         | \$0                    | \$0                                   | \$21,500         | \$0                          | \$0                   | \$0                          | \$0                 | \$0       | \$0       |                |  |
|                                   | Education Program                         | \$3,713          | \$0                    | \$0                                   | \$3,713          | \$0                          | \$0                   | \$0                          | \$0                 | \$0       | \$0       |                |  |
|                                   | Construction Observation                  | \$10,000         | \$0                    | \$0                                   | \$0              | \$0                          | \$0                   | \$0                          | \$0                 | \$0       | \$0       |                |  |
|                                   | 2nd Alum Treatment                        | \$655,000        | \$0                    | \$107,750                             | \$0              | \$400,000                    | \$0                   | \$0                          | \$0                 | \$0       | \$5,300   |                |  |
|                                   |   | \$690,213        | \$4,700                | \$107,750                             | \$25,213         | \$400,000                    | \$0                   | \$0                          | \$0                 | \$0       | \$147,250 |                |  |
| TOTAL                             |   | \$7,637,398      | \$1,120,000            | \$2,105,837                           | \$2,494,624      | \$381,744                    | \$500,000             | \$175,000                    | \$0                 | \$460,193 |           |                |  |





City of Omaha  
Jim Suttle, Mayor

RECEIVED

February 23, 2010

10 FEB 11 AM 10:39

CITY CLERK  
OMAHA, NEBRASKA

Public Works Department  
Omaha/Douglas Civic Center  
1819 Farnam Street, Suite 601  
Omaha, Nebraska 68183-0601  
(402) 444-5220  
Fax (402) 444-5248

Robert G. Stubbe, P.E.  
Public Works Director

Honorable President

and Members of the City Council,

Transmitted herewith is a Resolution approving an Interlocal Agreement between the Papio-Missouri River Natural Resources District (NRD) and the City of Omaha. The Agreement spells out the terms and conditions related to the NRD participating with funding for the rehabilitation and protection of the lake known as Carter Lake.

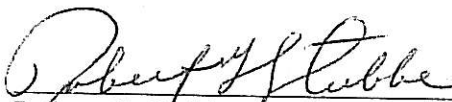
The City of Omaha entered into a Memorandum of Understanding on December 8, 2009 by City Council Resolution No. 1404 for the purpose of being able to participate in the water quality improvements for the lake. The City of Omaha has partnered with the State of Nebraska through its Game and Parks Commission and the Department of Environmental Quality, the City of Carter Lake, the State of Iowa, Pottawattamie County, Iowa, and the Metropolitan Planning Agency to improve the water quality at Carter Lake


The Papio-Missouri River Natural Resources District will contribute a total of \$250,000 for this project as detailed in the enclosed Interlocal Agreement.

The Public Works Department requests your consideration and approval of the attached Resolution and Interlocal Agreement.

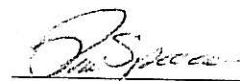
Respectfully submitted,

Referred to City Council for Consideration:

  
Robert G. Stubbe, P.E.  
Public Works Director  
1-27-10  
Date

  
Mayor's Office  
5 Feb 2010  
Date

Approved as to Funding:

  
Pam Spaccarotella  
Finance Director  
2-2-10  
Date  
AWB

1420hf

## **AGREEMENT**

**THIS AGREEMENT** is hereby made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the CITY OF OMAHA, a municipal corporation organized and existing under the laws of the State of Nebraska located in Douglas County, Nebraska, (hereinafter referred to as "Omaha") and the Papio-Missouri River Natural Resources District, a political subdivision organized and existing under the laws of the State of Nebraska (hereinafter referred to as "PMRNRD").

WHEREAS, the City of Omaha has partnered with the State of Nebraska through its Games and Parks Commission and Department of Environmental Quality, the City of Carter Lake Iowa, the State of Iowa, Pottawattamie County, Iowa and the Metropolitan Area Planning Agency ("MAPA") to improve the water quality at Carter Lake, a lake located in the City of Omaha's Levi Carter Park and in the State of Iowa and City of Carter Lake; and,

WHEREAS, the PMRNRD is willing to assist in such endeavor with a contribution of \$250,000; and,

WHEREAS, the City of Omaha is willing to match such contribution; and,

WHEREAS, it is necessary to formalize the responsibilities of the parties in connection with such water quality improvements; and,

WHEREAS, such an agreement falls within the intent and purposes of the Interlocal Cooperation Act, Sections 13-801 through 13-827 Neb. Rev. Stat.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, Omaha and the PMRNRD do hereby mutually undertake, promise, agree and contract each for itself and its successors and assigns as follows:

### **I. PURPOSE**

The purpose of this Agreement is to specify in detail the funding responsibilities of the PMRNRD in connection with water quality improvements at Carter Lake, including design and construction of watershed and in-lake water quality improvements ("the "Improvements") and to establish a method for billings, payments and reports associated with the provision of such funding.

### **II. TERM**

This term of this Agreement shall be approximately five (5) year(s) commencing on the date of execution and ending on December 31, 2014.

### **III. RIGHTS DUTIES AND OBLIGATIONS OF PMRNRD**

PMRNRD agrees to contribute Two Hundred and Fifty Thousand Dollars (\$250,000.00) ("the Contribution") for partial reimbursement of the costs of the Improvements.

PMRNRD agrees to provide such Contribution in increments of \$50,000 annually, over the term of this Agreement, payable on or before March 1 of each year beginning on March 1, 2010 and ending on March 1, 2014 as reimbursement for amounts expended by MAPA for the Improvements, upon receipt from MAPA and Omaha of documentation of such expenditures. PMRNRD will provide such reimbursement payments to Omaha within forty five (45) days of receipt of a written reimbursement request from Omaha.

### **IV. RIGHTS DUTIES AND OBLIGATIONS OF OMAHA**

Omaha will forward to PMRNRD written reimbursement requests which it receives from MAPA detailing MAPA's payments to project contractors, consultants, or design and engineering team members retained by MAPA for the Improvements, ("the Contractors"). Such reimbursement requests shall document the expenditures in a manner satisfactory to Omaha and PMRNRD and shall have been previously reviewed by MAPA for a determination on its appropriateness and authenticity. Omaha agrees to use the Contribution received from PMRNRD solely for the Improvements and to forward such Contribution to MAPA for payment to the Contractors.

Omaha shall provide PMRNRD, either directly or indirectly through MAPA and the Contractors, with, at minimum, quarterly progress reports detailing the work performed.

### **V. INDEMNIFICATION**

Omaha covenants and agrees to indemnify and hold harmless PMRNRD, its officers, agents and employees, their successors and assigns, individually or collectively from and against all liability for any fines, claims, suits, demands, actions or causes of action of any kind and nature asserted by Omaha or by anyone else, for personal injury or death, or property damage in any way arising out of or resulting from any act or omission of Omaha pursuant to this Agreement and Omaha further agrees to pay all expenses in defending against any such claims made against the PMRNRD; provided, however, that Omaha shall not be liable for any injury, damage or loss or the cost of defending same occasioned by the sole negligence or willful misconduct of the PMRNRD, its agents or employees. PMRNRD and Omaha shall give prompt and timely notice of any claim made or suit instituted which, in any way, directly or indirectly, contingently or otherwise, affects or might affect either party.

Upon receipt of notice from the PMRNRD, Omaha shall take such action as PMRNRD shall deem necessary and expedient to insure that the PMRNRD is held harmless

from any liability from any cause whatsoever arising from any act or omission of Omaha's pursuant to this Agreement.

## **VI. INDEPENDENT CONTRACTOR**

It is understood and agreed by and between PMRNRD and Omaha that any and all acts that each or its personnel, employees, agents, contractors, or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The City of Omaha and PMRNRD shall each act in their individual capacities and not as agents, employees, partners, joint venturers or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Neither PMRNRD nor Omaha nor any of its personnel, employees, agents, contractors, or servants shall be entitled to any benefits of the other. Neither PMRNRD nor Omaha shall provide any insurance coverage to the other or its employees including, but not limited to, workers' compensation insurance. PMRNRD and Omaha shall each pay all wages, salaries and other amounts due its own employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Neither PMRNRD nor Omaha shall have authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of PMRNRD and Omaha shall be in its own name and not in the name of the other, unless otherwise provided herein.

## **VII. RECORDS**

Omaha and PMRNRD agree to prepare, keep and maintain records, in a method, location and for a time period satisfactory to the Finance Department of the other, necessary to determine that each is in compliance with the terms of this Agreement. Each shall have the right to audit and examine the records of the other during usual business hours upon reasonable advance notice to the other.

## **VIII. NONDISCRIMINATION**

Neither party shall, 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 as defined by the Americans With Disabilities Act of 1990 and Omaha Municipal Code 13-82, political or religious opinions, affiliations or national origin.

## **IX. CAPTIONS**

Captions used in this Agreement are for convenience and are not used in the construction of this Agreement.



## **X. APPLICABLE LAW**

Parties to this Agreement shall conform with all existing and applicable City of Omaha ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.

## **XI. INTEREST OF THE CITY OF OMAHA**

Pursuant to section 8.05 of the Home Rule Charter, no elected official or any officer or employee of Omaha shall have a financial interest, direct or indirect, in any Omaha contract. Any violation of this section with the knowledge of the person or corporation contracting with the Omaha shall render the contract voidable by the Mayor or Council.

## **XII. INTEREST OF THE PMRNRD**

PMRNRD covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict with the performance of services required to be performed under this Agreement; it further covenants that, in the performance of this Agreement, no person having any such interest shall be employed.

## **XIII. MERGER**

This contract shall not be merged into any other oral or written contract, lease or deed of any type. This is the complete and full agreement of the parties.

## **XIV. MODIFICATION**

This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective parties.

## **XV. APPROVAL OF AMENDMENTS**

The parties hereto acknowledge that, as of the date of the execution of this agreement, Section 10-142 of the Omaha Municipal Code provides as follows: "Any amendment to contracts or purchases which taken alone increases the original bid price as awarded (a) by ten percent, if the original bid price is one hundred fifty thousand dollars (\$150,000) or more, or (b) by seventy-five thousand dollars (\$75,000) or more, shall be approved by the City Council in advance of the acceptance of any purchase in excess of such limits or the authorization of any additional work in excess of such limits. However, neither contract nor purchase amendments will be split to avoid advance approval of the City Council.

"The originally approved scope and primary features of a contract or purchase will not be significantly revised as a result of amendments not approved in advance by the City Council. The provisions of this Section will be quoted in all future City contracts. Nothing in this Section is intended to alter the authority of the Mayor under Section 5.16 of the City Charter to approve immediate purchases."

#### **XVI. 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.

#### **XVII. ASSIGNMENT**

Neither PMRNRD nor Omaha may assign its rights under this Agreement without the express prior written consent of the other.

#### **XVIII. SUCCESSORS AND ASSIGNS BOUND BY COVENANTS**

All covenants, stipulations and agreements in this Agreement shall inure to the benefit of the parties hereto and extend to and bind the legal representatives, successors, and assigns of the respective parties hereto.

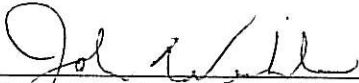
#### **XIX. AUTHORIZED REPRESENTATIVE**

In further consideration of the mutual covenants herein contained, the parties hereto expressly agree that for purposes of notice, including legal service of process, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following named individuals shall be the authorized representatives of the parties:

- A. City of Omaha  
Steve Scarpello, Acting Director  
Parks, Recreation and Public Property Department  
Omaha/Douglas Civic Center  
1819 Farnam Street Suite 701  
Omaha, NE 68183
- B. Papio-Missouri River Natural Resources District  
Gerry Bowen  
8901 South 154th Street  
Omaha, Nebraska 68138-3621

EXECUTED this 16<sup>th</sup> day of November, 2009.

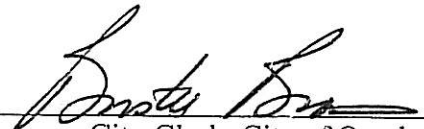
PAPIO-MISSOURI RIVER NATURAL  
RESOURCES DISTRICT, a political  
subdivision


By   
John Winkler, General Manager

EXECUTED this 25<sup>th</sup> day of February, 2009.


CITY OF OMAHA, a Municipal  
Corporation

ATTEST:

  
City Clerk, City of Omaha

By   
Jim Suttle, Mayor of the City of  
Omaha

APPROVED AS TO FORM:

 1/28/10  
Deputy City Attorney

p:\carter lake water quality NRD \$ ag

# CITY OF OMAHA

## LEGISLATIVE CHAMBER

Omaha, Nebraska

RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

WHEREAS, the City Council passed by Resolution No. 1404 on December 8, 2009 a Memorandum of Understanding allowing the City of Omaha to participate in the effort to rehabilitate and protect the lake known as Carter Lake; and,

WHEREAS, the Papio-Missouri River Natural Resources District (NRD) and the City of Omaha desire to enter into an Interlocal agreement for the purpose of allowing the NRD to contribute financially to this effort; and,

WHEREAS, the NRD desires to cost share in this project by contributing \$250,000 as outlined in the attached Interlocal Agreement, which by this reference becomes part herein, for the purpose of improving the water quality at Carter Lake.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

THAT, as recommended by the Mayor, the Interlocal Agreement, between the Papio-Missouri River Natural Resources District and the City of Omaha for the purpose of allowing the NRD to contribute \$250,000 for the purpose of rehabilitating, protecting and improving the water quality of the lake known as Carter Lake, is hereby approved.

1419hf

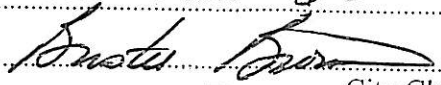

APPROVED AS TO FORM:

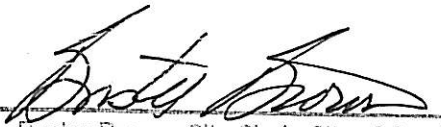
  
CITY ATTORNEY 1-28-10  
DATE

By   
Councilmember

Adopted FEB 23 2010 6-0

I hereby certify that the foregoing is a true and correct copy of the original document now on file in the City Clerk's Office.

  
City Clerk  
Approved   
Mayor 2/25/10

  
Buster Brown, City Clerk, City of Omaha