MEMORANDUM

TO: Programs, Projects and Operations Subcommittee

SUBJECT: Office Space in USDA Service Center in Dakota County

DATE: April 2, 2008

BY: Ralph Puls, Land/Water Programs Coordinator

In December 2007, the Farm Service Agency (FSA) moved out of the USDA Service Center in Dakota County as part of a USDA plan to reduce the number of FSA offices by 30% nationwide. Today the Service Center houses the Dakota County Rural Water office, the USDA Natural Resources Conservation Service (NRCS) and the P-MRNRD field office. When the FSA was conducting their review, the NRCS was also reviewing their office locations. The NRCS also reduced the number of offices in Nebraska, but not in the P-MRNRD. Should the NRCS close or consolidate offices as part of a Phase Two Plan, the P-MRNRD would likely have one office closed. The NRCS is unable to tell us at this time if or when other offices will be closed.

As a result of the FSA move, the P-MRNRD has vacant office space. The FSA had leased 1,390 square feet of office space for \$15 per square foot for a total of \$20,850 per year, with utilities included. All of the facility's occupants shared the use of 1,600 square feet of space free of charge including the conference room, break room and storage space.

Before the Dakota Service Center was constructed, the P-MRNRD offered to create space for UNL Extension in Dakota County. However, Extension was being provided space free of charge in the basement of the County Courthouse and would not be able to pay rent in the new building. The P-MRNRD's intent was to make the Service Center a one-stop location for the convenience of the public. Co-location of the offices that worked together would lead to greater efficiency and effectiveness by the agencies.

Discussions have been held to determine if the Extension office would want to move into the vacant space. Extension would be willing, but their budget does not include rent. Traditionally, the County provides space or pays rent for the Extension. It has been proposed that the Interlocal Cooperative Act Agreement between the P-MRNRD and Dakota County could be amended to address the issue of rent for the Extension. The Agreement calls for Dakota County to pay 50% of the local costs for design, land rights, demolition and construction for roads at the Pigeon/Jones Site #15 location, not to exceed \$350,000. It's proposed that the total maximum amount the County pay be reduced to \$300,000 and that the County pay rent for Extension in the amount of \$20,000 per year for Fiscal Years 2009, 2010, and \$10,000 for Fiscal Year 2011. After FY 2011, ending June 30, 2011 Dakota County would provide rent for UN-L Extension.

The P-MRNRD and Extension in all six counties have cooperated on numerous programs and projects, a number of them are shown on the attached Fact Sheet. Examples of the ongoing programs are the Annual Water Works Festival at the Extension facility at Schram Park, the Fifth Grade Conservation Field Day at Summit Lake, the Pesticide Container Collection and Recycling Program in Dakota and Thurston Counties, a Grazing

demonstration on CRP land in Burt and Washington Counties, the Used Tire Collection and Recycling Program.

The District and Extension have been partners in well abandonment demonstrations, in collection and recycling of household hazardous waste, in land judging and range judging contests. For the last several years the District and the Extension in Sarpy and Douglas Counties have been partners in a program to provide education to homeowners who lived in neighborhoods with high concentrations of lead, and we are currently cooperating in a project to address urban lead and storm water runoff. Extension was a leader in addressing water quality issues in the Papio Watershed Lakes including Wehrspann Lake and Walnut Creek Lake and could do the same at Pigeon/Jones Site #15. They could assist well abandonment demonstrations, well water testing, soils sampling and other programs in the P/J watershed.

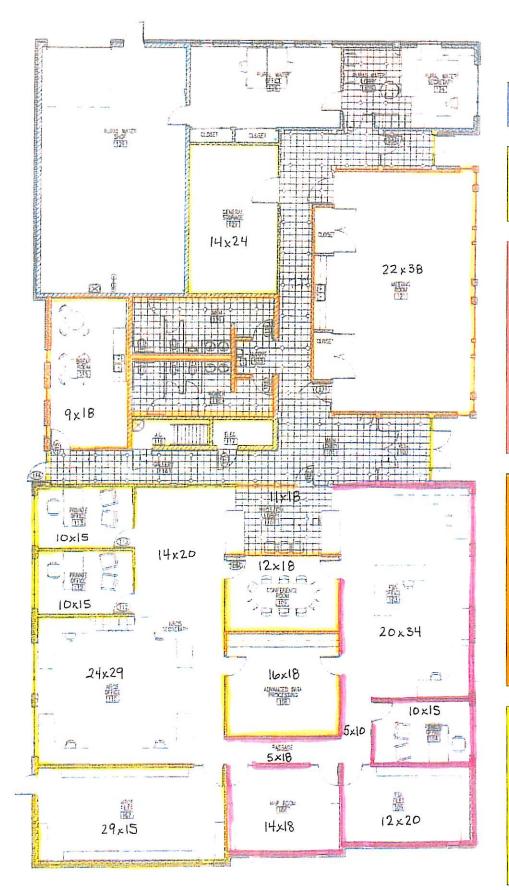
Having the Extension located in the Service Center would significantly increase the office visits by the public and expose them to the programs of all the entities located there. Extension is no longer considered a "rural" organization. They have programs that meet the public need in both urban and rural areas, and their presence in the Service Center would have a positive impact.

Staff recommends that the PPO Subcommittee recommend to the Board that the District offer office space to UNL Extension in Dakota County at a rental rate of \$20,000 in Fiscal Years 2009 and 2010 and \$10,000 in Fiscal Year 2011, and that the Interlocal Cooperative Act Agreement between the P-MRNRD and Dakota County be amended to limit the County maximum payment for road design, land rights, demolition and construction at P/J Site #15 to \$300,000.

BENEFITS OF UNL EXTENSION CO-LOCATION at the

NATURAL RESOURCES/USDA SERVICE CENTER

- Extension, NRCS and P-MRNRD share many of the same cooperators and customers
- Extension, NRCS and P-MRNRD share many common goals
- Co-location would bring in cooperators and customers to each agency who would benefit from learning of other programs and projects provided by the other agencies
- Combine efforts to meet water quality goals in the Pigeon/Jones Creek Special Watershed Project Area
- Ample parking available for staff and customers
- UNL Extension office would be more visible to the public to provide service, information and resources available
- Meeting and conference rooms available for large or small groups, complete with audio visual equipment
- Better access for farm and landowners to technical and education assistance
 - o NebGuides and other UNL publications
 - o Tree/Shrub booklets
 - o Pesticide applicators information and certification
 - Weed identification and control
 - o Insect identification and control
 - o Grass species and plant species information
- Better community/county outreach for natural resources, including conservation and land use practices
 - o Hold educational public meetings, seminars and workshops
 - o Demonstrate use of rain gardens
 - o Promote practices for water quality and reduce run-off of potential pollutants from ag and development land
- Enhanced collaborative programming
 - o No-till and herbicide application workshops
 - o Pesticide Applicators Training/Certification
 - o Tree Planting for Livestock Protection
 - o Economics of Farming
 - o Pasture Weeds and Control
 - Direct Marketing
 - o Livestock Production
 - o Planned Grazing
- Outreach programs for school demonstrations would be stronger
 - o Plant-A-Tree Program with Elementary Schools
 - o Field Days at Thomas Ashford Camp near Homer
 - o Aqua Fest water festival at Wayne State College
- Outreach for 4-H programs to assist leaders and members
- Outreach programs for public health concerns
 - Household hazardous waste collection
 - o Scrap tire collection for recycling
 - o Computer/electronic collection for recycling
 - o Urban lead and water quality protection
 - Well abandonment demonstration



Rural Water office Garage space

NRC building space General storage room – 14x24 (336 sq.ft) Main hallways and utility rooms

FSA office space:

Map room – 14x18

(252 sq.ft)

Store room – 12x20

(240 sq.ft)

Private office – 10x15

(150 sq.ft)

Main office – 20x34

(680 sq.ft)

Hallways – 5x18 & 5x10

(140 sq.ft)

Total is 1,462 sq. ft.

Shared space:
Entry lobby – 11x18
(198 sq.ft)
Sm. Conf. room – 12x18
(216 sq.ft)
ADP room – 16x18
(288 sq.ft)
Break room – 9x18
(162 sq.ft)
Lrg Mtg room – 22x38
(836 sq.ft)
Total is 1,550 sq. ft.

NRCS office space:
Private offices – 10x15 each
(300 sq.ft)
Main office entry – 14x20
(280 sq.ft)
Main work area – 24x29
(696 sq.ft)
Store room – 29x15
(435 sq.ft)
Total is 1,711 sq. ft.



University of Nebraska Extension in Dakota County P.O. Box 129, Dakota City, NE 68731 Phone: 402-987-2140 Fax: 402-987-2160 Web: www.dakota.unl.edu

To: Papio-Missouri Natural Resource District Board of Directors

From: Dakota County Extension Board RE: Dakota City P-MRNRD Service Center

Date: March 31, 2008

The Dakota County Extension Board would like to request the Papio-Missouri Natural Resource District Board consider options for the University of Nebraska Extension Office in Dakota County to occupy the empty office space in the Dakota City P-MRNRD Service Center. After a mutual agreement, the decision of moving the extension office will need to be approved and finalized by the Dakota County Board of Commissioners.

The Dakota County Extension Board oversees the county's financial responsibility for the UNL Extension Office in Dakota County and has input on staff responsibilities. We see our UNL extension office locating in your building as a positive for both the P-MRNRD, UNL Extension and clientele. Many people who use your services may also need educational information that we provide. Many people who use our educational resources will have the opportunity to use your services.

UNL Extension would welcome the opportunity to develop a closer working relationship with the P-MRNRD and NRCS through educational programming. UNL Extension provides a number of educational opportunities in the fields of nutrition, food safety, youth development, families, community development, agriculture and horticulture.



Examples of a working relationship with the P-MRNRD and Extension may include but are not limited to the following:

Homeowners

- Sustainable landscape workshops such as wise water use, rain gardens and pesticide usage
- Vegetation and insect identification and proper control
- Landowners and Producers
 - o Information and workshops on sustainability, water quality and more
 - Pesticide applicators training & certification
 - BMP's for crop and water management through demonstrations and workshops
- Communities, Families and Youth
 - 4-H and youth tree and water programs & festivals
 - Pigeon-Jones Watershed project

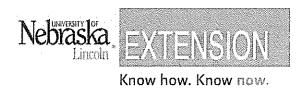
The extension board would like to see a minimum of a five year lease to ensure continuity for the public, staff and programming. The lease agreement would be between P-MRNRD and Dakota County, through the Board of Commissioners.

The Dakota County Extension Board supports the opportunity to work closer with the P-MRNRD and NRCS to better serve the county and area with access to educational tools, collaborative programing and outreach to youth and adults in areas that we both have interest by locating the UNL Extension Office in Dakota County in the P-MRNRD Service Center.

Sincerely,

Mary Ann Lussier
President, Dakota County Extension Board

enc: Current list of UNL Extension Staff in Dakota County 2008 UNL Highlights from Dakota County



University of Nebraska Extension in Dakota County March 2008

Current UNL staff that office in Dakota County include:

- Carol Larvick, Extension Educator oversees office and specializes in food safety
- Brenda Sale, Extension Associate grant funded and works with limited resource families, adults and youth teaching nutrition
- Tammy Peterson, office manager (county funded) manages office helping coordinate 4-H youth programming
- UNL is in the middle of a search for a youth educator to focus on minority populations.
- Extension Educator Agriculture, UNL plans on opening a multi-county position in the coming months, that will include Dakota County. This position may include Natural Resource programming.

University of Nebraska Extension in Dakota County
Lower Level - Courthouse
P.O. Box 129, Dakota City, NE 68731
Phone: 402-987-2140 Fax: 402-987-2160
Web: www.dakota.unl.edu



University of Nebraska Extension

Highlights
from
Dakota
County

2007-2008



4-H & Youth

4-H provides hands-on learning experiences with the intention of helping youth identify potential careers that are of interest to them. 4-H'ers can choose project areas such as: Animal Science, Horticulture & Floriculture, Communication & Expressive Arts, Consumer & Family Science, Environmental & Earth Sciences, Healthy Lifestyles & Nutrition, Science & Technology, and Leadership & Citizenship.

Dakota County has 110 youth involved in traditional 4-H clubs. These clubs meet throughout the year, participate in various county, district and state activities and competitions. 4-H'ers also exhibit their projects at the Dakota~ Thurston County Fair (July 23-27, 2008).

Kids College

New in 2007, Kids College offered hands-on classes to youth ages 8 to 15.

Kids college is designed to encourage positive youth development, constructive use of students' time and to teach life skills.

This is a joint program of UNL Extension and Northeast Community College in South Sioux City.

Youth Wellness Camp

The 2007 summer camp focused on wellness with nutrition and physical fitness being the two key components. This camp for youth met at a local trailer park and focused on positive experiences for youth. In 2008 we received a grant for the camp and will focus on science and nutrition.

Nutrition Education Program

NEP is a grant program that teaches limited resource families about nutrition. This program works with adults and youth about making nutritional food choices and wise decisions with their food dollars. In 2007, 85% of the adults showed improvement in one or more nutrition practices and 75% in one or more resource management practices. There were 71 adults enrolled with 265 program families. Two thousand. one hundred and fifty-eight youth were reached by this program in 2007.

Horticulture

The Siouxland Garden Show drew almost 4000 people in 2008. The show has a major focus on education and includes many local and regional horticulture experts as speakers.

Food Safety

Classes in food safety are offered 6-7 times a year for over 150 managers of fast food and sitdown restaurants, nursing homes, schools, and others. Safe food handling practices which included sanitation and acceptable food cooking, cooling and storage temperatures are taught at this nationally certified class. Other food safety classes are taught to students and adults.

Mid-States Economic Development Conference

This conference brings together community and business leaders, volunteers, professional developers, and elected officials from the 3 state area to share experiences and learn new ideas for community development. One hundred and eighty people attended the March 19, 2008 conference.

Agriculture

Pesticide Safety Educational training is conducted each year and reaches over 130 producers over a 3 year period. This program allows agricultural producers to buy and apply restricted use pesticides. Additional programs are offered for proper management of corn and soybeans covering topics of insects, weeds and fertility are offered in northeast Nebraska for producers.

Hazardous occupational safety training is offered each year for youth, age 13-15, in order to reduce agricultural injuries.
Emphasis is on safe tractor operation in agricultural situations.

Tri-State Child Care Providers Conference

This regional conference for child care providers is hosted by Extension and area providers every fall. Each year 350 providers take 5 hours of training.

Providers attending the conference say that because of what they learned at the conference they provide more stimulating environments and activities, they use more positive reinforcement to modify behavior, and they improve their relationships with the parents. The 19th annual conference will happen October 4, 2008.

University of Nebraska Extension in Dakota County

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- Tammy Peterson, office manager (county funded) - manages office helping coordinate 4-H youth programming.
- Extension Educator Youth, April 2008, UNL is reviewing applications for an Extension Educator for youth and underserved audiences.
- Extension Educator Agriculture, UNL plans on opening a multi-county position in the coming months, that will include Dakota County.

For information on these or other educational opportunities, contact:

UNL Extension in Dakota County
P.O. Box 129, Lower Level - Courthouse
Dakota City, NE 68731
402-987-2140.

Extension is a Division of the Institute of Agriculture and Natural Resources at the University of Nebraska-Lincoln cooperating with the Counties and the United States Department of Agriculture.

University of Nebraska-Lincoln Extension educational programs abide with the nondiscrimination policies of the University of Nebraska-Lincoln and the United States Department of Agriculture.



EXTENSION

INSTITUTE OF AGRICULTURE AND NATURAL RESOURCES
Office of the Dean and Director

April 2, 2008

TO: Papio- Missouri River Natural Resource District Board of Directors

RE: Dakota City P-MRNRD Service Center

University of Nebraska-Lincoln Extension supports the request of the Dakota County Extension Board to move the UNL Extension office to the Dakota City P-MRNRD Service Center. We already have a strong relationship with the NRD. This move would enhance collaborative educational programming for the residents in the area and also encourage more effective partnerships between UNL Extension and the P-MRNRD in areas of water quality, BMP's for crop and livestock production, and natural resource conservation. UNL Extension will commit resources to support this relocation.

This move should pay important dividends for both UNL Extension and P-MRNRD and, more importantly, for the Nebraskans we all serve. Enhancing our already strong, effective partnership should help both of us build on our strengths in serving the state. We share a commitment to helping Nebraskans succeed while conserving our natural resources. Anything that nurtures this partnership – as the relocation of our office would do – can only make both UNL Extension and P-MRNRD even more successful.

We look forward to building this partnership with the P-MRNRD in Dakota County.

Elbert Dickey

Dean and Director

UNL Extension

Dennis Bauer

Interim District Director

Northeast Research and Extension Center

INTERLOCAL COOPERATION ACT AGREEMENT Between

THE COUNTY OF DAKOTA, NEBRASKA

And

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT For

PIGEON/JONES SITE 15 PROJECT ROADS

THIS AGREEMENT (hereinafter referred to as "this AGREEMENT") is entered into by and between the COUNTY OF DAKOTA, NEBRASKA (hereinafter referred to as "the COUNTY") and the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT (hereinafter referred to as "the DISTRICT," the DISTRICT and the COUNTY hereinafter being referred to as "the PARTIES"), and is made pursuant to the authority provided in the Nebraska Interlocal Cooperation Act (§§13-801, R.R.S., 1997, et seq.).

RECITALS:

WHEREAS, the Pigeon/Jones Site 15 Project (hereinafter referred to as "the PROJECT") has been proposed by the DISTRICT; and,

WHEREAS, the PROJECT includes construction of a multi-use flood control and sediment retention dam and reservoir, trails and other public recreation features, outdoor education facilities and wildlife habitat, all on a site in the COUNTY immediately southeast of the Village of Hubbard, Nebraska, in the COUNTY; and,

WHEREAS, the PROJECT also includes construction of Site 15 internal circulation roads (hereinafter referred to collectively as "the SITE 15 INTERNAL ROADS"), including vehicular parking areas; and,

WHEREAS, the PROJECT also includes demolition and removal of certain existing COUNTY roads and a bridge, all affected by the PROJECT (hereinafter referred to collectively as "the PROJECT-AFFECTED COUNTY ROADS"), and construction of new COUNTY roads, including without limitation relocating portions of 200th Street, Lutton Avenue and South Bluff Road, and including construction of a new South Bluff Road bridge and a new South Bluff Road Tie-Back Levee (all such sub-projects hereinafter being referred to collectively as "the NEW COUNTY ROADS"); and,

WHEREAS, the expected timetable for the design and construction of the NEW COUNTY ROADS is as follows, to-wit:

FY 2006	South Bluff Road bridge design completed
FY 2007	South Bluff Road ROW acquired, 200 Street and Lutton Avenue realignment design completed, South Bluff Road Tie- back Levee design completed and ROW acquired
FY 2008	South Bluff Road bridge construction completed, 200 Street and Lutton Avenue land rights acquired
FY 2009	200 Street and Lutton Avenue realignment construction completed, and South Bluff Road Tie Back Levee construction completed

WHEREAS, the PARTIES desire to agree upon covenants and provisions governing the actions of the PARTIES with respect to the demolition and removal of the PROJECT-AFFECTED COUNTY ROADS and the construction, operation and maintenance of the NEW COUNTY ROADS, all as a part of the PROJECT.

WHEREAS, the DISTRICT has applied for grants from the Nebraska Resources Development Fund to finance a portion of the costs of the PROJECT, including the demolition and removal of the PROJECT-AFFECTED COUNTY ROADS and construction of the NEW COUNTY ROADS, and construction of the Site 15 Internal Roads, and the PARTIES desire to make provisions for the

payment of the portion of such costs that are not funded by such grants.

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

- 1) THE PROJECT. The PARTIES do hereby agree to establish and participate in the portions of the PROJECT involving relocation of the PROJECT-AFFECTED COUNTY ROADS and involving construction, operation and maintenance of the SITE 15 INTERNAL ROADS and the NEW COUNTY ROADS, all as proposed by the DISTRICT.
- 2) <u>GENERAL BENEFIT</u>. The PARTIES do hereby determine and agree that the PROJECT will be predominantly of general benefit to the PARTIES, with only an incidental special benefit.
- 3) <u>PURPOSE OF THIS AGREEMENT</u>. This AGREEMENT provides for cooperative undertakings by and between the COUNTY and the DISTRICT, without any separate entity being created, and the duties and responsibilities of such parties shall be as defined by this AGREEMENT.
- 4) <u>ROAD CONSTRUCTIONS</u>. The relocation of the PROJECT-AFFECTED COUNTY ROADS and the construction of the SITE 15 INTERNAL ROADS and the NEW COUNTY ROADS includes the following sub-projects, towit:
 - a) <u>SITE 15 INTERNAL ROADS</u>. The SITE 15 INTERNAL ROADS will be constructed within the boundaries of the land to be acquired by the DISTRICT for the PROJECT in approximately the configuration depicted in the diagram entitled "PRELIMINARY SITE 15 MASTER PLAN" attached hereto as Exhibit "A" and incorporated herein by reference.
 - b) <u>NEW 200TH STREET.</u> The portion of present 200th Street between its intersection with Lutton Avenue on the east and the centerline of "M" Avenue on the west (except for the west ½ mile), in the present

configuration as depicted in the diagram entitled "PRELIMINARY JONES CREEK SITE 15 COUNTY ROAD REALIGNMENT OPTIONS," attached hereto as Exhibit "B" and incorporated herein by reference, will be abandoned and removed and a new 200th Street roadway (hereinafter referred to as "NEW 200TH STREET"), approximately one mile in length, will be constructed along the course between such points, approximately one-half mile south of such road's present location, at the location determined most feasible by the DISTRICT and its engineering consultants and approved by the COUNTY.

- c) <u>NEW LUTTON AVENUE</u>. The portion of the roadway of present Lutton Avenue between197th Street and approximately ½ mile south of 200th Street, will be demolished and removed and a new Lutton Avenue roadway (hereinafter referred to as "NEW LUTTON AVENUE") will be constructed, all approximately as depicted in the before and after ("Alignment E") configurations depicted in the diagram entitled "PRELIMINARY JONES CREEK SITE 15 COUNTY ROAD REALIGNMENT OPTIONS," attached hereto as Exhibit "B" and incorporated herein by reference.
- NEW SOUTH BLUFF ROAD AND BRIDGE. The portion of d) the roadway of present South Bluff Road extending southerly a distance of approximately 1,600 feet from the centerline of its intersection with Highway 35, including the existing bridge now located in such portion, will be demolished and removed and a new South Bluff Road and bridge (hereinafter referred to collectively as "NEW SOUTH BLUFF ROAD AND BRIDGE") will be constructed, all approximately as depicted in one of the before and after configurations depicted in the diagrams entitled LEVEE ENTRANCE BLUFF ROAD & "POTENTIAL SOUTH ALIGNMENT" (or entitled "PIGEON CREEK LEVEE ENTRANCE TIE-BACK CONCEPT 2") attached hereto as Exhibits "C" and "D" and

incorporated herein by reference.

e) <u>SOUTH BLUFF ROAD TIE-BACK LEVEE</u>. A new tie-back levee (hereinafter referred to as "the **SOUTH BLUFF ROAD TIE-BACK LEVEE**") will be constructed at a point proximate to and southerly of the intersection of Highway 35 and NEW SOUTH BLUFF ROAD, approximately as depicted in the diagram entitled "POTENTIAL SOUTH BLUFF ROAD & LEVEE ENTRANCE ALIGNMENT" (or entitled "PIGEON CREEK LEVEE ENTRANCE TIE-BACK CONCEPT 2") attached hereto as Exhibits "C" and "D".

5) PROJECT DESIGN.

- a) The SITE 15 INTERNAL ROADS, NEW 200TH STREET, NEW LUTTON AVENUE, and the SOUTH BLUFF ROAD TIE-BACK LEVEE will be designed by the DISTRICT. Such design, including the specifications for the demolition of the improvements being replaced, shall be in accordance and conformance with all applicable Nebraska Department of Roads design standards, and shall be subject to the COUNTY'S written approval, such approval to not be delayed or withheld unreasonably. The DISTRICT shall begin designing such portions of the PROJECT on or about July 1, 2006 and complete such design work on or before July 1, 2007, or as soon thereafter as the DISTRICT determines feasible within the limits of available funds. The cost of such designs shall be paid by the DISTRICT.
- b) The NEW SOUTH BLUFF ROAD AND BRIDGE will be designed by the COUNTY. Such design, including the specifications for the demolition of the improvements being replaced, shall be in accordance and conformance with all applicable Nebraska Department of Roads design standards, and shall be subject to the DISTRICT'S written approval, such approval to not be delayed or withheld unreasonably. The COUNTY shall complete such design work on or before July 1, 2007, or as soon thereafter as

the COUNTY determines feasible within the limits of available funds. The cost of such designs shall be paid by the COUNTY.

6) <u>LAND ACQUISITION</u>:

- a) Lands, easements and rights-of-way and any utility relocations necessary for the SITE 15 INTERNAL ROADS, NEW 200TH STREET, NEW LUTTON AVENUE, will be acquired on a timely basis by the DISTRICT, and the cost of such acquisitions and relocations shall be paid by the DISTRICT.
- b) Lands, easements and rights-of-way and any utility relocations necessary for the NEW SOUTH BLUFF ROAD AND BRIDGE and the SOUTH BLUFF ROAD TIE-BACK LEVEE will be acquired on a timely basis by the COUNTY, and the cost of such acquisitions and relocations for the NEW SOUTH BLUFF ROAD AND BRIDGE shall be paid by the COUNTY and the cost of such acquisitions and relocations for the SOUTH BLUFF ROAD TIE-BACK LEVEE shall be reimbursed to the COUNTY by the DISTRICT.
- c) The COUNTY shall donate to the DISTRICT all lands, easements and rights-of-way over any COUNTY-owned land and rights-of-way that the DISTRICT determines is necessary for the construction, operation and maintenance of the PROJECT, including improvements referred to in this AGREEMENT.
- d) The DISTRICT shall obtain from the U. S. Army Corps of Engineers, 404 permits required for the operation, maintenance, repair, replacement, management and/or regulation of the PROJECT, including the NEW SOUTH BLUFF ROAD AND BRIDGE and/or the NEW SOUTH BLUFF ROAD LEVEE.
 - e) Upon completion of construction of the PROJECT, the

COUNTY shall convey to the DISTRICT the lands, easements and rights-of-way acquired by the COUNTY for the NEW SOUTH BLUFF ROAD LEVEE and the DISTRICT shall convey to the COUNTY the lands, easements and rights-of-way acquired by the DISTRICT for NEW 200th STREET and NEW LUTTON AVENUE.

7) PROJECT CONSTRUCTION.

- a) The SITE 15 INTERNAL ROADS, NEW 200TH STREET, NEW LUTTON AVENUE, and the SOUTH BLUFF ROAD TIE-BACK LEVEE will be constructed by the DISTRICT during the time of the DISTRICT'S construction of the PROJECT, except for the NEW SOUTH BLUFF ROAD AND BRIDGE, and such improvements shall be constructed substantially in accordance with designs approved by the COUNTY. The COUNTY shall share the cost of such construction as hereinafter provided. The DISTRICT shall begin construction of the PROJECT prior to July 1, 2007, and shall complete such construction on or before July 1, 2010, or as soon thereafter as the DISTRICT determines feasible within the limits of available funds.
- b) The NEW SOUTH BLUFF ROAD AND BRIDGE will be constructed by the COUNTY at COUNTY expense substantially in accordance with designs approved by the DISTRICT. The COUNTY shall begin construction of such improvements by July 1, 2007, and complete such construction by July 1, 2008, or as soon thereafter as the COUNTY determines feasible within the limits of available funds.

8) <u>OPERATION AND MAINTENANCE</u>.

a) After final construction of each respective sub-project is substantially completed, the COUNTY, at the COUNTY'S own cost and expense, shall permanently operate, maintain, repair, replace, manage and regulate NEW 200th STREET, NEW LUTTON AVENUE and the NEW SOUTH BLUFF ROAD AND BRIDGE (and permanently operate, maintain,

repair and replace the SITE 15 INTERNAL ROADS), including without limitation the sub-roadbed, culverts, roadside ditches, guard rails, traffic and parking control signs, devices, and markings, and all other devices and improvements for the regulation and facility of public vehicular use of the premises, and including removal of snow and ice, all in a good and workmanlike manner, as the COUNTY in its discretion determines necessary and in accordance with any applicable and generally-accepted engineering practices.

- b) The DISTRICT, at the DISTRICT own cost and expense, shall operate and maintain the SOUTH BLUFF ROAD TIE-BACK LEVEE and the other non-roadway PROJECT improvements, including PROJECT recreational facilities, dam, reservoir and appurtenances, wildlife habitat areas and other public facilities shown on the diagrams attached hereto as Exhibit "A", all at such times and in such manner as the DISTRICT determines necessary.
- 9) PROJECT RULES AND REGULATIONS. The DISTRICT'S Board of Directors from time to time may adopt rules and regulations governing the times of the public use of the SITE 15 INTERNAL ROADS and regulating the public use of the non-roadway portions of the PROJECT.
- 10) <u>ROAD VACATION/ABANDONMENT</u>. If and when requested by the DISTRICT, the COUNTY shall vacate and abandon and grant to the DISTRICT title to the portions of the former right-of-way of 200TH STREET, LUTTON AVENUE and SOUTH BLUFF ROAD as the DISTRICT determines necessary for PROJECT construction, operation or maintenance.
- 11) <u>COST-SHARING</u>: The COUNTY shall reimburse the DISTRICT in an amount equal to fifty percent (50%) of the sum of (1) the DISTRICT'S expenditures, not otherwise funded by grant received, for design and for demolition and construction work performed by or for the DISTRICT for NEW 200TH STREET,

AND NEW LUTTON AVENUE; and (2) the DISTRICT'S expenditures for land rights for NEW 200TH STREET and NEW LUTTON AVENUE (exclusive of attorneys fees); provided, however, the grand total of all such reimbursements shall be limited to and shall not exceed THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000); and the DISTRICT shall be responsible to pay the remainder of such costs without COUNTY reimbursement. To provide for the COUNTY'S reimbursement of such costs the parties shall follow the following procedure:

- a) From time to time after actual monetary expenditures have been made by the DISTRICT for land rights (exclusive of attorneys fees), and for design and construction work performed by or for the DISTRICT on NEW 200TH STREET and NEW LUTTON AVENUE, the DISTRICT shall transmit to the COUNTY written notifications of the amounts of such expenditures and shall describe in each such written notification the identities of the persons furnishing such work and to whom such amounts were paid; and,
- b) Within 45 days after receipt by the COUNTY of such a written notification, the COUNTY shall reimburse the DISTRICT in the amount of Fifty Percent (50%) of the DISTRICT expenditures described in such written notification, subject to the grand total limitation; and,
- c) For COUNTY budgeting purposes, the DISTRICT shall make a reasonable effort to keep the COUNTY informed as to the amounts and dates of anticipated major expenditures for which reimbursement from the COUNTY will be due under this AGREEMENT; and,
- d) Notwithstanding the foregoing, no reimbursements from the COUNTY to the DISTRICT shall become due and payable prior to July 1, 2007.
- 12) PROJECT RISK OF LOSS. The COUNTY shall have and bear the

sole risk of post-construction loss of or damage to NEW 200TH STREET, NEW LUTTON AVENUE, NEW SOUTH BLUFF ROAD AND BRIDGE; and, the DISTRICT shall have and bear the sole risk of post-construction loss of or damage to the SOUTH BLUFF ROAD TIE-BACK LEVEE, regardless whether such loss or damage results from flood or other casualty whatsoever.

- 13) <u>INDEMNIFICATION.</u> Except as otherwise specifically provided in this AGREEMENT:
 - a) The COUNTY shall defend and indemnify the DISTRICT and hold the DISTRICT harmless:
 - i) from and against any and all costs of operation, maintenance, repair, replacement, management and regulation of NEW 200TH STREET, NEW LUTTON AVENUE and the NEW SOUTH BLUFF ROAD AND BRIDGE; and, from and against any and all costs of operation, maintenance, repair and replacement of the SITE 15 INTERNAL ROADS; and,
 - ii) from and against any and all claims, demands, causes of action, costs and expenses, including without limitation court costs and attorneys fees, for personal injuries or property damages in whole or in part arising out of:
 - (1) the operation, maintenance, repair, replacement, management and regulation of the portions of the PROJECT which the COUNTY has undertaken to operate, maintain, repair and replace, or,
 - (2) the use by members of the public of the portions of the PROJECT which the COUNTY has undertaken to operate, maintain, repair and replace; or,
 - (3) negligence or other actions or inactions of the

COUNTY, its employees, officers, contractors and agents in the operation, maintenance, repair, replacement, management or regulation of the portions of the PROJECT which the COUNTY has undertaken to operate, maintain, repair and replace (except as may be caused solely by the negligence of the DISTRICT or its employees, officers, contractors or agents); and,

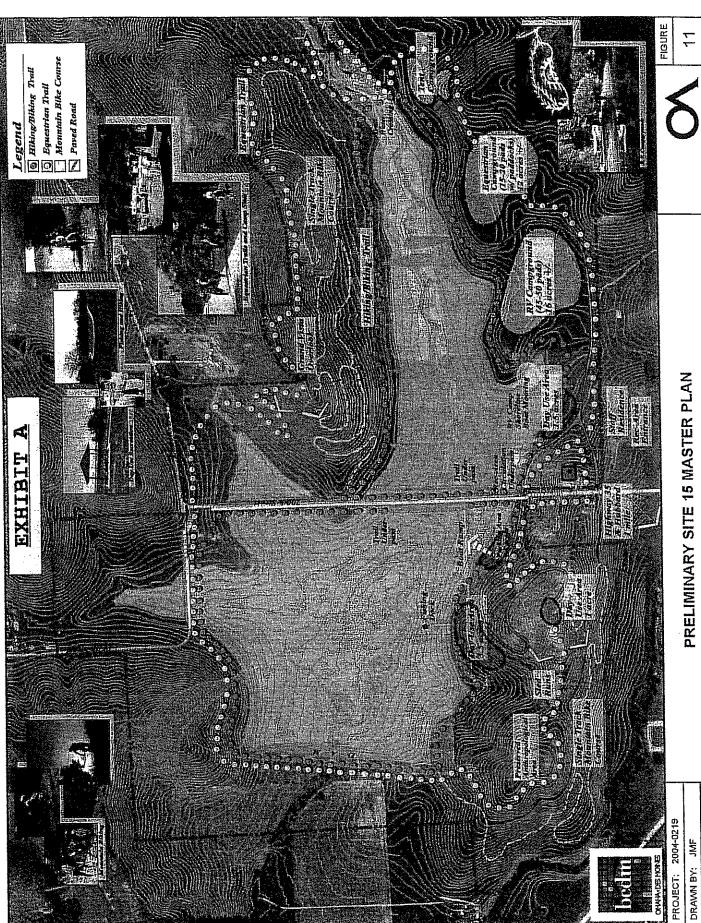
- b) The DISTRICT shall defend and indemnify the COUNTY and hold the COUNTY harmless:
 - i) from and against any and all costs of operation, maintenance, repair, replacement, management and regulation of the portions of the PROJECT which the DISTRICT has undertaken to operate, maintain, repair and replace; and,
 - ii) from and against any and all claims, demands, causes of action, costs and expenses, including without limitation court costs and attorneys fees, for personal injuries or property damages in whole or in part arising out of:
 - (1) the operation, maintenance, repair, replacement, management and regulation of the portions of the PROJECT which the DISTRICT has undertaken to operate, maintain, repair and replace; or,
 - (2) the use by members of the public of the portions of the PROJECT which the DISTRICT has undertaken to operate, maintain, repair and replace; or,
 - (3) negligence or other actions or inactions of the DISTRICT, its employees, officers, contractors and agents in the operation, maintenance, repair, replacement, management or regulation of the portions of the PROJECT which the DISTRICT

has undertaken to operate, maintain, repair and replace (except as may be caused solely by the negligence of the COUNTY or its employees, officers, contractors or agents).

- 14) <u>ASSIGNMENT</u>. The COUNTY may not assign any of its rights or duties expressed in this AGREEMENT in whole or in part to any person without the prior written consent of the DISTRICT.
- approval and consent by the COUNTY such approval is understood to be manifested by the determination and action of the COUNTY BOARD or its designated representative, and (b) where this AGREEMENT speaks of approval and consent by the DISTRICT such approval is understood to be manifested by the determination and action of the COUNTY BOARD or its designated representative, and (b) where this AGREEMENT speaks of approval and consent by the DISTRICT such approval is understood to be manifested by the determination and action of the General Manager of the DISTRICT or his designated representative.
- 16) <u>EFFECTIVE DATE</u>. This AGREEMENT shall be in force and effect from and after its execution by the parties hereto.
 - 17) TERM. This AGREEMENT shall have permanent duration.
- 18) <u>NON-DISCRIMINATION</u>. The parties shall not, in the performance of this AGREEMENT, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, disability, color, sex, age, political or religious opinions, affiliations or national origin.
- 19) <u>APPLICABLE LAW</u>. Each party to this AGREEMENT shall follow all applicable federal and state statutes and regulations in carrying out the faithful performance and terms of this AGREEMENT. Each party hereto shall, whenever applicable, require performance under the Fair Labor- Standards Act.
- 20) <u>CAPTIONS</u>. Captions used in this AGREEMENT are for convenience and not for use in the construction of this AGREEMENT.

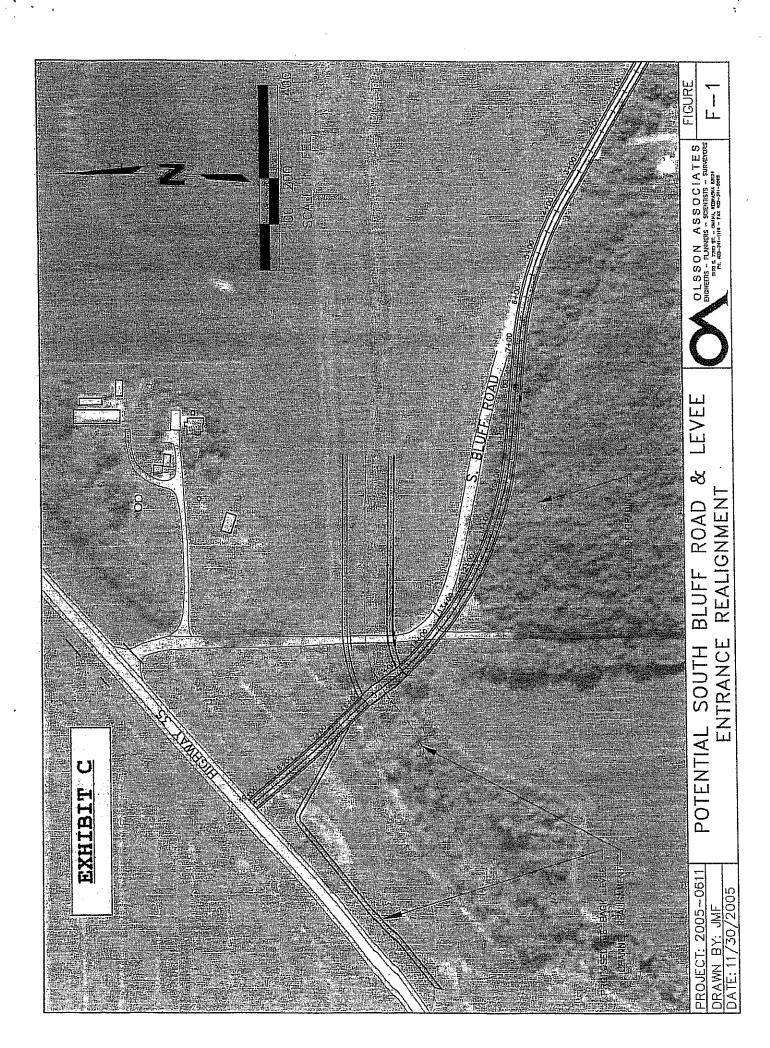
IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the dates hereinafter indicated pursuant to authorizing resolutions duly adopted at regular meetings of their governing bodies.

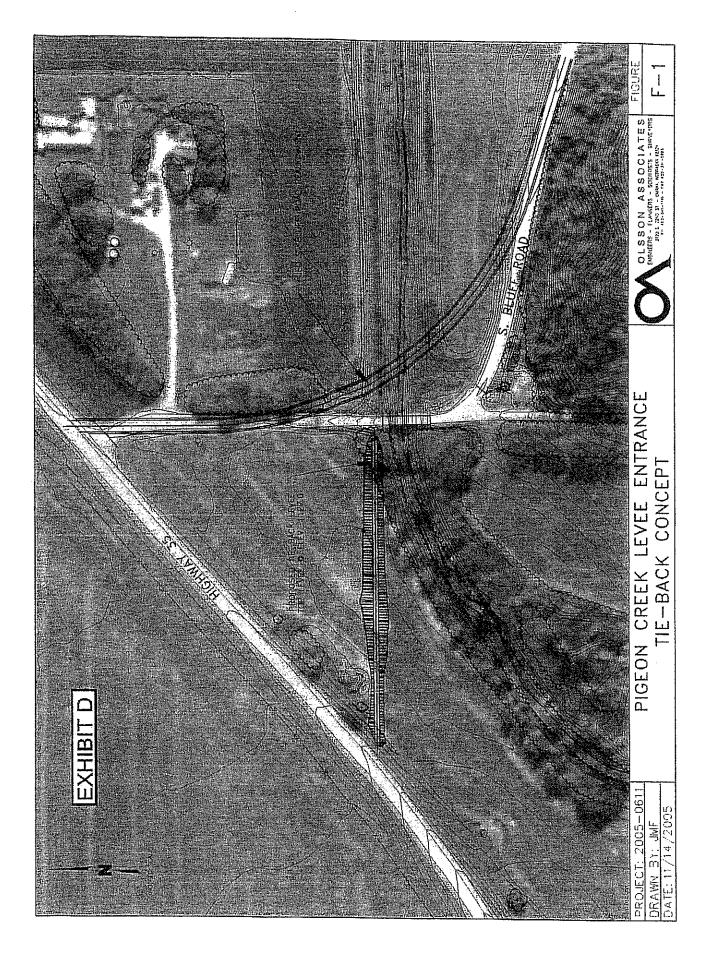
Executed by the COUNTY OF DAKOTA, NEBRASKA, as of th	is 27 th
day of	
THE COUNTY OF DAKOTA, NE.	BRASKA
By William F. Engy	0
CHAIRPERSON &	·
BOARD OF COMMISSION	ERS
ATTEST: Maclone Atestic	-
COUNTY CLERK	
Executed by the PAPIO-MISSOURI RIVER NATURAL R	ESOURCES
DISTRICT, as of this/4_th day ofApri/	_, 2006.
PAPIO-MISSOURI RIVER NATURA RESOURCES DISTRICT	L
By Marle of Peterman	J
ASSISTANT GENERAL MANAGER	



DATE: DECEMBER 2004







PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

March 6, 2006

8901 S. 154TH ST. OMAHA, NE 68138-3621 (402) 444-6222 FAX (402) 895-6543 www.papionrd.org

Nanci Walsh Administrative Assistant PO Box 338 Dakota City, NE 68731

Nanci,

For your information, enclosed is what we are sending to your Commissioners. If you have any questions, let me know.

Sincerely,

Ralph Puls

Land/Water Programs Coordinator

March 6, 2006



8901 S. 154TH ST. OMAHA, NE 68138-3621 (402) 444-6222 FAX (402) 895-6543 www.papionrd.org

Dear Commissioners:

At your December 19, 2005 meeting we discussed with you the status of the Pigeon/Jones Watershed Site #15 flood control-recreation project and said we would come back in March with a proposal for your consideration.

Attached is an Interlocal Cooperation Agreement that proposes how the Papio-Missouri River NRD (P-MRNRD) and Dakota County could cooperate to meet the road construction/bridge replacement needs identified for this project. Attached to the Agreement are illustrations of the proposed Site #15 that depict recommendations for the realignment of 200th Street and Lutton Avenue; changes needed in order to meet Nebraska Department of Roads standards.

Exhibits C and D are of the South Bluff Road Bridge that you plan to replace. They also show alternatives for a tie-back levee that the P-MRNRD will construct to direct more of the storm water runoff into the Pigeon/Jones levee system. Currently much of the storm water flanks the levees and flows over the bottomlands or across Highway 35.

The proposed Agreement describes how the various responsibilities for the project including design, land rights acquisition, construction and maintenance would be divided between the County and the P-MRNRD. This Agreement will be considered for approval by the Papio-Missouri River NRD Board of Directors at their March 9, 2006 Board meeting.

Please feel free to contact me if you have questions or comments. I look forward to seeing you at your meeting on the 13th.

Optimistically,

Steven G. Oltmans General Manager

SGO:rp:le/Site 15