

**Update: April 12, 2004**

**Programs, Projects & Operations  
Subcommittee Meeting  
April 13, 2004  
7:30 p.m.  
Agenda**

**Programs, Projects & Operations:**

John Conley, Chairperson  
Rich Jansen, Vice-Chairperson  
Tim Fowler  
Joe Neary  
Rich Tesar

**Alternate Members:** Dick Connealy  
Pete Rubin

**Staff Liaison:** Gerry Bowen  
Jerry Herbster  
Ralph Puls  
Paul Woodward \*

1. Meeting Called to Order – Chairperson John Conley
2. Quorum Call
3. Adoption of Agenda
4. Proof of Publication of Meeting Notice
5. Review and Recommendation on Papio Watershed Partnership Agreement – Paul Woodward and Marlin Petermann
6. Review and Recommendation on the Dakota County Service Center Interlocal Agreement – Ralph Puls
7. Review and Recommendation on Urban Cost Share Program Applications – Gerry Bowen
  - a. Urban Drainageway Program
  - b. Recreation Area Development
  - c. Recreation Trails Projects
  - d. Urban Conservation Assistance Program
8. Review and Recommendation on Interlocal Cooperative Act Agreement with Washington County – Missouri River Trail Surfacing – Jim Becic
9. Review and Recommendation on Wetland Reserve Enhancement Program (WREP) Funding Request – Jim Becic
10. Discussion on SID 296 Request for Rural Water Service – Dick Sklenar
11. Review and Recommendation on Cole Creek Floodway Buyout Program – Paul Woodward and Steve Oltmans
12. Update on Western Sarpy/Clear Creek Project – Steve Oltmans and Marlin Petermann
13. Other Items of Interest
14. Adjourn

# Memorandum

**To:** PPO Subcommittee  
**From:** Paul Woodward, Water Resources Engineer  
**Date:** April 5, 2004  
**Re:** New Papillion Creek Watershed Partnership Agreement

---

The Papillion Creek Watershed Partnership (PCWP) is a group of nine cities, two counties, and the NRD that was formed through a three-year (3-year) Interlocal Agreement which expires August 1, 2004. During the time of this agreement, the Partnership has accomplished many of the goals that it set out to achieve, please review the attached Fact Sheet 7 for an update on the progress of the PCWP.

Due to the upcoming expiration of the existing agreement and the desire to work together on impending NPDES permits, the Partnership has developed a new 5-year Inter-Local Agreement between: the cities of Bellevue, Bennington, Boys Town, Elkhorn, Gretna, Kennard, La Vista, Omaha, Papillion, and Ralston; the counties of Douglas, Sarpy, and Washington County; and the Papio-Missouri River NRD. It is proposed that these 10 cities, 3 counties, and the P-MRNRD would all approve this new agreement prior to its effective date of July 1, 2004. A copy of this agreement is enclosed for your review and consideration.

Most provisions of this agreement are similar to those of the attached existing Partnership agreement. For instance, the NRD will continue to serve as the administering agent for the PCWP, charged with tasks such as handling funds and facilitating meetings. The main exception to this similarity is that certain activities required of Omaha Metro communities and counties under existing or upcoming NPDES permits will be implemented by either the City of Omaha or the NRD. These activities and the lead Partnership member for each are listed in Exhibit B. As an example, the NRD would be responsible for coordinating the development of a comprehensive stormwater management ordinance addressing illicit discharge, erosion control, and BMP maintenance and inspection. Those entities responsible for an activity, i.e. Omaha and the NRD, will be reimbursed for expenditures incurred on behalf of the Partnership and for the reasonable value of activities performed as determined by the Executive Committee of the Partnership.

There are other differences between the existing and proposed agreement. For example, agreeing to implement some permit requirements has changed the duration of the agreement to 5 years instead of 3 years in order to stay consistent with the length of the permit. In addition, agreeing to implement stormwater management activities together has added more expense to the agreement. Total annual contributions from all Partnership members would amount to \$450,000 annually, in comparison to the \$244,500 currently contributed by Partners each year. Each entity's proposed contribution is shown in Exhibit C and was calculated based on population, area, and

their individual requirements under NPDES permits. A description of this calculation is also attached in a table showing the estimated cost of each activity to be cost-shared. Based on this calculation, the District total annual contribution would be \$90,000.

In conclusion, the Papillion Creek Watershed Partnership is requesting your consideration of a new 5-year Interlocal Agreement with the communities and counties in the Watershed to work together on comprehensive stormwater management activities for an annual contribution from the NRD of \$90,000.

Management recommends that the subcommittee recommend to the Board that the General Manager be authorized to execute the Interlocal Agreement for the Continuation of the Papillion Creek Watershed Partnership between the communities of Bellevue, Bennington, Boys Town, Elkhorn, Gretna, Kennard, La Vista, Omaha, Papillion, and Ralston; the counties of Douglas, Sarpy, and Washington County; and the NRD for an annual contribution from the District of \$90,000 over the next five years, subject to changes deemed necessary by the General Manager and to approval as to form by District Legal Counsel.

**PAPILLION CREEK WATERSHED PARTNERSHIP**  
**FACT SHEET NO. 7**  
**PROGRESS OF THE PARTNERSHIP**



***Introduction to the Partnership***

The Papillion Creek Watershed Partnership (Partnership) is a group of nine cities, two counties, and the Papio-Missouri River NRD (P-MRNRD) along with representatives from other government agencies and environmental groups with interests in the Watershed. The purpose of the Partnership is to address issues related to surface water quality and stormwater quantity by establishing goals and standards common to the Omaha Metropolitan Area for development within the Watershed through 2040. Please visit [www.papiopartnership.org](http://www.papiopartnership.org) for further background on the Partnership.

***What has the Partnership accomplished?***

After almost two years of work, the Partnership is well on its way to meeting the goals that it set out to accomplish. Specifically, the initial stage of an overall Watershed Stormwater Management Plan that focused on watershed assessment and analysis has been completed. In addition, a common NPDES Phase II Stormwater Permit application has been prepared for each community and county and has been submitted to the Nebraska Department of Environmental Quality (NDEQ). It is projected that these permits will be issued during 2004. The Partnership has also held two Public Forums to provide information and receive feedback on watershed problems and opportunities for improvement. These activities have been funded by contributions from each of the Partnership members and by a grant from the Environmental Protection Agency (EPA) previously secured for the City of Omaha.

***What does the Partnership hope to accomplish?***

A second stage of the Watershed Stormwater Management Plan is now underway and will assist Partnership members in preparing to implement NPDES Permits when issued. However, in order to complete a comprehensive Watershed Stormwater Management Plan, further stages of study will be required. It is estimated that nearly \$2.0 million dollars in future funding will be needed to produce a complete and comprehensive plan. It is intended that this plan would identify cost-effective, structural Best Management Practices that would help improve water quality and control runoff throughout the Watershed.

With this goal of \$2.0 million in mind, the Partnership has begun drafting the next inter-local agreement that will provide annual contributions of approximately one-half million dollars for the next five years. Although this agreement will continue to provide cost savings by allowing local government to work together to implement comprehensive stormwater management practices, much of this funding will be needed to implement NPDES permit requirements and will not be available to continue watershed-wide planning efforts.

In conclusion, the Partnership has accomplished a lot during the past two years and is dedicated to continue addressing surface water quality and stormwater quantity issues on a watershed-wide approach. In order to reach our goals in the future, the Partnership is in need of continued support and is requesting \$500,000 in FY 05 funding from EPA.

If you have any questions or would like additional information, please visit the Partnership's website at [www.papiopartnership.org](http://www.papiopartnership.org) or contact the Papio-Missouri River NRD at (402) 444-6222 or [pwoodward@papiionrd.org](mailto:pwoodward@papiionrd.org).

**INTERLOCAL COOPERATION ACT AGREEMENT**  
**FOR CONTINUATION OF THE**  
**PAPILLION CREEK WATERSHED PARTNERSHIP**

**Style Definition:** Body Text 2: Font: 13 pt, Indent: Left: 0", First line: 0.5", Space After: 0 pt, Line spacing: single  
**Formatted**  
**Formatted:** Right  
**Formatted:** Space After: 6 pt  
**Formatted:** Space After: 6 pt

**THIS AGREEMENT** (hereinafter referred to as “**this Agreement**”) is made by and among those of the following eligible parties who execute this Agreement prior to July 1, 2004, to-wit: the **CITY OF BELLEVUE**, Nebraska; the **CITY OF BENNINGTON**, Nebraska; the **VILLAGE OF BOYS TOWN**, Nebraska; the **CITY OF ELKHORN**, Nebraska; the **CITY OF GRETNA**, Nebraska; the **VILLAGE OF KENNARD**, Nebraska; the **CITY OF LAVISTA**, Nebraska; the **CITY OF OMAHA**, Nebraska; the **CITY OF PAPILLION**, Nebraska; the **CITY OF RALSTON**, Nebraska; the **COUNTY OF DOUGLAS**, Nebraska; the **COUNTY OF SARPY**, Nebraska; the **COUNTY OF WASHINGTON**, Nebraska, and, the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**, those parties who execute this Agreement prior to such date hereinafter being referred to collectively as “**the Papillion Creek Watershed Partnership**,” or “**the Partnership**.”

**Deleted:** August

**Deleted:** 2001

**Deleted:** ;

**Deleted:**

**WHEREAS**, the Partnership, comprised of governmental entities situated in whole or part within the watershed of the Papillion Creek (hereinafter referred to as “the Watershed”), originally was formed through an Interlocal Cooperation Act Agreement dated on August 1, 2001 (hereinafter referred to as the “Initial Agreement”), and expiring on July 31, 2004.

**Formatted:** Font: Not Bold

**Deleted:** each

**Deleted:** the members of the Partnership is

**Deleted:** ”);

**WHEREAS**, the Partnership has accomplished the assessment of existing water quality and quantity conditions, the cooperative preparation of NPDES Phase II Permit applications, the submittal of multiple grant applications, the analysis of additional flood control and the support of state storm water legislation. The Partnership coordinated

**Formatted:** Tabs: 1.54", Left

**Deleted:**

these issues at monthly meetings of its member's representatives. The progress of Partnership activities was presented to the public at annual meetings and on a website ([www.papiopartnership.org](http://www.papiopartnership.org));

Formatted: Right

**WHEREAS**, the Partnership was instrumental in the preparation of the "Partnership NPDES Phase II Storm Water Management Plan" for the Watershed, (hereinafter referred to as the "SWMP") a true and correct copy of which is attached to this Agreement as Exhibit "A" and incorporated herein by this reference;

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

Deleted: acting

**WHEREAS**, other premises that justified the original formation of the Partnership still exist, including, without limitation, that:

- The Watershed has not had a major widespread storm event since the 1960's;

Formatted: Indent: Left: 0.5", First line: 0.25", Bulleted + Level: 1 + Aligned at: 0.75" + Tab after: 1" + Indent at: 1", Tabs: Not at 1"

- The hydrology of the Watershed for the Flood Insurance Study (late 1970's) is out of date;

Deleted: WHEREAS, the

- Urbanization of the Watershed and associated impervious area have increased dramatically since the 60's and 70's;

Deleted: WHEREAS, urbanization

- The August, 1999, storm event would have caused significantly more damage if centered over Omaha;

Deleted: WHEREAS, the

- The Papillion Creek does not meet recreational standards specified by the State of Nebraska;

Deleted: WHEREAS,

Formatted: Font: Not Bold

Deleted: WHEREAS, deposition

Formatted: Tabs: 1.54", Left

- Deposition is occurring in Watershed Reservoirs at unacceptable rates;

Deleted:

• Problems exist in current community drainage systems;

Deleted: WHEREAS, problems

Formatted: Right

• Currently there is inadequate funding for storm water quantity and water

Deleted: WHEREAS, currently

quality problems within the Watershed;

• Currently there is a lack of coordinated effort of Watershed storm water

Deleted: WHEREAS, currently

quantity and quality;

• The benefits of reducing existing and future flood impacts in the Watershed

Deleted: WHEREAS, the

include: decreased public and private property damages, reduced potential loss of life, lower flood insurance costs, decreased cost to taxpayers and public agencies for disaster relief;

• Improvement of water quality in streams and reservoirs will result in

Deleted: WHEREAS, improvement

increased fish, aquatic, and riparian habitat; recreational improvements, reduction of reservoir operation and maintenance costs; and improved aesthetics;

• Potential increased recreational opportunities from the work of the

Deleted: WHEREAS, potential

Partnership could include: green spaces (picnic areas, outdoor activities), boating, canoeing, fishing, trail systems, riparian areas for bird watching, nature hikes, education, wildlife viewing, etc.;

• Techniques which could be employed by the Partnership include:

Deleted: WHEREAS, techniques

facilitation of multi-use storm water structures; elevating the priority of storm water utility maintenance; minimization of future construction in the floodplain/floodway; matching pre-development runoff conditions; updating hydrology to 2001 and 2040; formulating a master drainage plan for the Watershed; providing adequate construction and maintenance funding; buy-outs/relocations of structures in flood prone areas; providing increased upstream flood storage; enhancing public education and outreach; implementation of new construction site management practices; development of new

Formatted: Tabs: 1.54", Left

Deleted:

development/redevelopment standards; implementation of an illicit discharge program; enhance environmental aspects of public street maintenance; reducing the environmental impacts of herbicide, pesticide, and fertilizer application; developing a water quality and quantity monitoring program; developing an industrial site inspection program; construction of retention/detention ponds designed for both water quantity and quality; restoration, creation and enhancement of wetlands; preservation of riparian areas; environmental restoration of streams; creation of buffer strips; use of grassed swales for drainageways; updating of design and construction standards; application of standardized ordinances throughout the Watershed; and, implementation of new set back ordinance and open drainage requirements;

Formatted: Right

- Standardization of the construction development permit process would reduce liability to landowners from flooding and erosion problems, reduce sediment runoff during construction, and increase property values through recreational enhancements; and,

Deleted: WHEREAS, standardization

- Continuation of a coordinated effort will improve compliance with federal, state, and local regulations, such as Storm Water Program, Combined Sewer Overflow Program, National Pollutant Discharge Elimination System Point Source Permits, Federal Emergency Management Agency, and local planning and zoning regulations;

Deleted: WHEREAS,

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

Formatted: Space After: 6 pt, Line spacing: 1.5 lines, Tabs: Not at 0.5"

Deleted: must

Deleted: ;

Formatted: Tabs: 1.54", Left

Deleted:



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

Formatted: Right

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

**2. Mission:** It shall be the mission of the Partnership to address issues related to surface water quality and storm water quantity in the Watershed by establishing and implementing regionally common goals and standards for the development of the Watershed through 2040.

Deleted:

**3. Applicability:** Members of the partnership having jurisdiction over land area outside the physical boundaries of the Watershed expect that planning activities within the Watershed for projects of the Partnership will, insofar as feasible, apply universally to all such areas as though they were located physically within the Watershed.

Formatted: Font: Bold

**4. Goals:** The Partnership shall have as its goals:

Formatted: Indent: Left: 0", First line: 0.5", Tabs: Not at 0.56"

Deleted:

a) Implementation of those elements of the SWMP and other programs and projects that are reasonably and feasibly undertaken by collective action of the Partnership;

b) Compliance with Federal, State, and local storm water quantity and surface water quality regulations;

Formatted: Font color: Auto

Formatted: Bullets and Numbering

Formatted: Font color: Auto

Deleted: , including, without limitation, applications for Stormwater Phase II permits under the National Pollutant Discharge Elimination System;

c) Improvement of water quality in the Watershed's streams and reservoirs;

Formatted: Font color: Auto

Deleted: <#>Reduction of existing and future flood impacts, ¶

d) Increased water-based recreational opportunities and associated improvement in quality of life;

Formatted: Tabs: 1.54", Left

Deleted:

e) Standardization of the construction development process and evaluation of its effectiveness;

Formatted: Right

f) Assessment and characterization of current water quality and quantity conditions for the watershed;

g) Storm Water Management Plan update;

h) Environmental compliance;

i) Sediment and erosion control; and,

j) Floodplain management.

**5. Executive Committee:** The members of the Partnership shall establish an Executive Committee consisting of one representative from each entity that is a member of the Partnership.

Formatted: Indent: Left: 0", First line: 0.5", Tabs: 0.5", Left

**6. Administering Agent:** The Executive Committee shall designate the Papio-Missouri River Natural Resources District, or other member of the Partnership which is willing to serve in such capacity, as Administering Agent to administer this Agreement. The Administering Agent shall serve at the pleasure of the Executive Committee and shall perform duties assigned by the Executive Committee, which may include, without limitation:

a) Seeking any state legislation which all parties to this Agreement determine necessary to support the work of the Partnership;

b) Designating such personnel and assistance which shall be deemed necessary to support the work of the Partnership;

c) Preparing, presenting and distributing educational materials;

d) Organizing meetings of members of the Partnership and interested persons to share knowledge and compare projects and programs of all involved;

Deleted:

Formatted: Tabs: 1.54", Left

Deleted:

e) Preparing reports on the work of the Partnership; and,

Deleted:

Formatted: Right

f) Entering into contracts on behalf of the Partnership as the Executive Committee directs for the performance of specific actions consistent with both the goals of this Agreement and the respective missions of members of the Partnership; and,

g) Holding and maintaining the Watershed Fund, calculating the amount of money necessary to be raised by contributions each year in order to carry out the work of the Partnership, and making requests for contributions from the members of the Partnership, all as the Executive Committee directs.

h) Disbursing the Watershed Fund as directed by the Executive Committee and reimbursing members of the Partnership for expenditures made on behalf of the Partnership or for the reasonable value of activities performed on behalf of the Partnership, as reasonable value is determined by the Executive Committee.

Deleted: **Funding:** The members of the Partnership do hereby create the Watershed Fund, such fund

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

a) Responsibility for implementation of an element of the SWMP therein identified solely for individual action by a Partner will rest with the respective member(s) of the Partnership upon whom the primary duty to implement such element has been imposed by law or regulation.

b) Subject to the availability of funds, implementation of those elements of the SWMP therein identified for action by the Partnership or individual partners and identified in Exhibit "B" shall be voluntarily undertaken by the Partnership collectively; provided, however, no voluntary collective

Formatted: Tabs: 1.54", Left

Deleted:

undertaking by the Partnership shall be deemed to relieve a member of the Partnership of a primary duty imposed upon such member by law or regulation.

Formatted: Right

c) Any elements of the SWMP, alternatively, may be voluntarily undertaken by the Partnership collectively if the Executive Committee determines that such course of action is reasonable and feasible.

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

**8. Funding:** The Partnership Watershed Fund, established by the Initial Agreement, shall continue to be held by the Administering Agent in an interest-bearing account in trust for the members contributing thereto, in proportion to their contributions, and shall be expended as the Executive Committee directs for initial planning of beneficial programs and projects to meet the mission and goals of this Agreement, establishing mechanisms for long-term funding and authorization for additional planning and implementation of such programs and projects, and for performance of other activities described in this Agreement. The Watershed Fund shall be funded and administered as follows:

Formatted: Bullets and Numbering

a) On or before the first day of July after the effective date of this Agreement, each member of the Partnership shall make a contribution to the Watershed Fund in the amount shown, opposite such member's name, in the second column of the table attached hereto as Exhibit "C" and incorporated herein by reference (hereinafter referred to as the "**Maximum Annual Contribution**" for such member). For subsequent years during the term of this Agreement, the Administering Agent shall request annual contributions from the members of the Partnership in the amounts necessary to carry out the work of the Partnership, the

Deleted: to

Deleted: (i)

Deleted: and (ii)

Deleted: .

Deleted: Within one year

Formatted: Indent: Left: 0.5", First line: 0.5", Outline numbered + Level: 2 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0" + Indent at: 1", Tabs: Not at 0.5"

Deleted: n initial

Formatted: Font color: Auto

Deleted: A

Formatted: Font color: Auto

Formatted: Font: Bold

Formatted: Font color: Auto

Deleted: During the second and third years, respectively, after the effective date of this Agreement, the Administering Agent shall determine the amount of money necessary to carry out the work of the Partnership and request additional contributions each year of the members of the Partnership as necessary.

Formatted: Tabs: 1.54", Left

Deleted:

amounts of such subsequent-year contributions to be determined by the Administering Agent prior to the first day of June of such subsequent year and paid by the members of the Partnership before the first day of July of such subsequent year. These subsequent-year contributions shall be proportional to such members' first year contributions to the Watershed Fund, provided, however, in no case shall any such requested annual contribution exceed the amount of such member's Maximum Annual Contribution.

Formatted: Right

Deleted: -

Deleted: watershed fund;

Formatted: Font color: Auto

Deleted: such

Formatted: Font color: Auto

Deleted: b.

Formatted: Normal, Indent: Left: 0.5", First line: 0.5", Space After: 6 pt, Line spacing: 1.5 lines, Outline numbered + Level: 2 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0" + Indent at: 1"

Formatted: Font: Times New Roman, 13 pt

Deleted: c.

Formatted: Font: Times New Roman, 13 pt

**b)** Each year during the term of this Agreement, and from time to time as any member of the Partnership may reasonably request, the Administering Agent shall furnish to the members of the Partnership written statements of the condition of the Watershed Fund.

**c)** Grants or contributions made by non-members of the Partnership shall not be deemed to offset or diminish the obligations of the members of the Partnership under this Agreement.

**d)** If any member of the Partnership fails to contribute to the Watershed Fund as requested pursuant to this Agreement, such member's involvement and membership in the Partnership shall be terminated upon written notice of termination given by the Administering Agent to such member.

Deleted: d.

Formatted: Font: Times New Roman, 13 pt

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

Formatted: Bullets and Numbering

Deleted: under

**10. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall

Formatted: Tabs: 1.54", Left

Deleted:

constitute one and the same instrument. Counterpart copies of this Agreement, as executed, shall be maintained as part of the records of the Administering Agent.

Formatted: Right

**11. Effective Date:** This Agreement shall become effective on ~~July~~ 1, 2004.

Deleted: August

Deleted: 2001.

**12. Duration of Agreement:** This Agreement shall be in effect for a period of ~~five~~ years from and after its effective date.

Deleted: three

**13. Termination.** Involvement of any member of the Partnership with the Partnership, and responsibilities under this Agreement, may be terminated by such member without cause effective upon 60 days written notice to the other members of the Partnership. Termination of a member's involvement with the Partnership pursuant to this Agreement shall not operate to terminate this Agreement nor shall it affect any rights obtained under this Agreement, prior to such notice of termination being given, for costs incurred or moneys advanced, or for actions taken or responsibilities assumed, by another member of the Partnership during the term of and pursuant to this Agreement.

**14. Additional Planning and Implementation.** The members of the Partnership may amend or supplement this Agreement from time to time as may be deemed necessary to provide long-term funding and authorization for additional planning and implementation of beneficial programs and projects to meet the mission and goals of this Agreement.

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

[Signature page(s) next]

Formatted: Tabs: 1.54", Left

Deleted:

### III. Stormwater Management Plan (SWMP)

#### A. INTRODUCTION

This SWMP is an attachment to the NPDES permit application and contains proposals for implementing the Minimum Control Measures set forth in 40 CFR Part 122.34(b). \_\_\_\_\_ believes this SWMP meets or exceeds the requirements set forth in 40 CFR Part 122.34, and requests that these proposals be incorporated into the NPDES permit for its Municipal Separate Storm Sewer System (MS4).

At the time of this application, \_\_\_\_\_ is a member of the Papillion Creek Watershed Partnership (PCWP) through an inter-local agreement with other cities, counties, and the Papio-Missouri River Natural Resources District, located within the Papillion Creek Watershed. The goal of the PCWP is to develop a consistent and effective storm water management program throughout the urbanized areas of the Watershed, while sharing resources to accomplish this goal in the most cost-effective manner possible. Certain activity commitments in the SWMP may be completed through cooperative efforts carried out by the PCWP. However, if the applicant ceases to be a member of the PCWP, or the PCWP ceases to exist, the applicant is still responsible for performing the commitments in the SWMP.

It is anticipated that the NPDES permit will require an Annual Activity Report, in which the activities undertaken to comply with the *Measurable Commitments & Implementation Schedule* set forth in the SWMP below will be verified. The Annual Activity Report will be submitted within 90 days after each anniversary date of the permit.

**Requirement #1: Public Education & Outreach**

<b>BMP #</b>	<b>SWMP Element Description</b>	<b>Measurable Commitments &amp; Implementation Schedule</b>
1.A	The applicant individually or as a member of the PCWP will create and distribute informational brochures on the proper disposal of household hazardous wastes and the availability of the Household Hazardous Waste facility.	Year 1- Develop program for distributing informational brochures on the proper disposal of hazardous waste. Year 2 thru 5 – Print and distribute brochures. Include the following in Annual Activity Reports: the quantity of waste received at the drop-off facility; a summary list of the distribution outlets used for brochures; and an estimate of the brochures distributed each year.
1.B	The applicant individually or as a member of the PCWP will provide information concerning best management practices and participate at public educational events such as Earth Day.	Years 1 thru 3: Develop materials and implementation plan. Summarize progress and plans in the Annual Activity Report. Years 4 thru 5: Print and/or broadcast announcements. Provide information on the number of announcements made and the media used in the Annual Activity Report.
1.C	The applicant individually or as a member of the PCWP will issue public service announcements related to storm water protection on local TV, radio or print outlets.	Ongoing, all years. A summary of the activities will be included in the Annual Activity Report.
1.D	Applicant will initiate a storm water drain-stenciling program to improve public awareness concerning illegal dumping. Develop standard specifications which require permanent stenciling to be molded into new concrete storm drains.	Year 1 – Develop standard specifications for pre-casted concrete storm drain inlets. Year 2 thru 5 – Implement standard specifications for pre-casted concrete storm drain inlets and include summary of installations in Annual Activity Report.

Comments: The stenciling of existing drain inlets is not included since this is likely to be a grant-funded activity if it occurs.



**Requirement # 2: Public Participation and Involvement**

<b>BMP #</b>	<b>SWMP Element Description</b>	<b>Measurable Commitments &amp; Implementation Schedule</b>
2.A	The applicant individually or as a member of the PCWP will create and operate a system for handling phone calls and email for storm water-related concerns in the Watershed (general information, complaints, reports of illegal dumping, etc.). Also See BMP 2.D below.	Year 1 - Set up system to receive calls/email, documentation system, and forwarding protocols to responsible Partnership jurisdiction for response and/or corrective action.  Years 2 thru 5 – Maintain system operation and include summary of received calls/emails in the Annual Activity Report.
2.B	The applicant as a member of the PCWP will participate in organizing and holding public meetings on Papillion Creek Watershed Plan updates and to solicit feedback for management policies, proposed BMP's, financial reports, etc.	Organize and hold 1 public meeting each year. A summary of activities and feedback will be included in the Annual Activity Report.
2.C	The applicant individually or as a member of the PCWP will implement a Stream Cleanup Day. Identify stream segments in need of cleanup and request volunteers from the local area, public groups, and representatives from local area business and developments.	Year 1 - Develop procedures for organization of cleanup day and an implementation plan. Years 2 thru 5 - Conduct one clean-up day each year. A summary of the clean-up day activities will be included in the Annual Activity Report.
2.D	The applicant as a member of the PCWP will participate in the operation of the PCWP website. Currently the website contains storm water related information and provides educational information to communities, businesses, and schools. Anticipated future enhancements include creation of an email comment/complaint form as part of the system described in 2.A above; and creation of a survey form for comments and suggestions on Watershed Planning.	Operation of website ongoing, all years. A summary of website updates will be included in the Annual Activity Report. Year 1 - Prepare input forms and establish guidelines for response. Year 2 to 5 - Have forms available on website. Include the following in the Annual Activity Report: the number of complaints and comments received each year and a summary of comment responses as related to Watershed Planning.
Comments:		

**Requirement # 3: Illicit Discharge Detection and Elimination**

<b>BMP #</b>	<b>SWMP Element Description</b>	<b>Measurable Commitments &amp; Implementation Schedule</b>
3.A	The applicant will perform dry-weather inspections of all known, major storm water outlets (i.e., those with diameters of 36" or greater) concurrent with investigations to develop a sewer system map (See 3.C below). Inspections will include flow estimations, physical characteristic examinations (See attached procedure), and, if necessary to identify sources or pollutants, screening for additional pollutants. Will also inspect storm water outlets, including smaller outlets and those that discharge to lesser tributaries or other storm conduits, in response to suspect conditions and/or complaints.	Year 1 thru 2 - Identify and initially inspect existing stormwater outfalls in named creeks within the permitted area. Inspection records of these observations will be kept and included in the Annual Activity Report. Year 3 thru 5 – Investigate new or newly-discovered stormwater outfalls in named creeks and report observations in the Annual Activity Report. Years 1 thru 5 - Follow-up will also be conducted as set forth in BMP 3.E below.
3.B	The applicant will develop an ordinance to prohibit illicit non-storm water discharges accompanied by appropriate penalties and enforcement procedures. On new construction this will be enforced, in part, through the building permit process.	Year 1 - Draft proposed ordinance for consideration by applicant's public officials. Year 2 - Anticipate passage of ordinance by the end of this year. Year 3 thru 5 – Implement and enforce ordinance after its passage.
3.C	The applicant will develop a sewer system map of major storm water outfalls and identify the names of respective receiving waters. Mapping is to be GIS based. This map is intended to update the map submitted as part of the application pursuant to 40 CFR Part 122.33(b)(2)	Years 1 and 2 - Complete mapping for existing stormwater outfalls in named creeks and include map in Annual Activity Report Years 3 thru 5 - Maintain system for incremental new construction and include updated map in Annual Activity Report.
3.D	The applicant individually or as a member of the PCWP will implement a BMP/water quality tracking database (decision support system), including protocols for sharing resources within the Partnership and training staff. Functionality of database includes tracking of field inspections, annual reporting, and ties to GIS mapping if appropriate.	Ongoing, all years, input updated data and include documentation in Annual Activity Report.
Requirement # 3: Illicit Discharge Detection and Elimination - Continued on next page		

<b>BMP #</b>	<b>SWMP Element Description</b>	<b>Measurable Commitments &amp; Implementation Schedule</b>
3.E	The applicant will investigate and seek resolution concerning any dry weather discharges of potentially polluted wastewater sources by notifying the source that they must discontinue discharging, and will initiate enforcement action consistent with adopted ordinance (See 3.B above). Any source that the applicant feels constitutes an immediate health or safety threat will be reported immediately to the NDEQ.	Ongoing all years. The following information will be included in the Annual Activity Report: 1) the number of process or potentially polluted wastewater sources found; 2) the number of above resolved at local level; and 3) the identity of any referred and/or unresolved discharge sources.

**Requirement # 4: Construction Site Runoff Control**

<b>BMP #</b>	<b>SWMP Element Description</b>	<b>Measurable Commitments &amp; Implementation Schedule</b>
4.A	The applicant will develop and implement a storm water management and erosion control ordinance for construction sites down to 1 acre in size. Provisions will be included for design and specification review, for enforcement and penalties, for Erosion and Sediment Control requirements consistent with design criteria that meet the requirements of NDEQ's NPDES storm water permit for construction sites, and for waste disposal with respect to discarded building materials, concrete truck washout, chemicals, litter, and sanitary waste at the construction site.	Year 1: Draft an ordinance for consideration by applicant's public officials and provide for public input, as well as providing NDEQ with an opportunity for input. Year 2: Complete enactment of effective ordinance. Years 3-5: Implement ordinance through commitments made in BMP Elements 4.B and 4.C.
4.B	The applicant as a member of the PCWP will participate in the implementation of a Contractor Certification Program by conducting by providing annual instruction in conjunction with 4.A above and 4.C below.	Year 1 thru 4 - Provide one voluntary class per year. Include summary of participants and instruction in Annual Activity Report. Year 5 – Provide voluntary class and evaluate the need for a mandatory program. Include summary of participants, instruction, and recommendation in Annual Activity Report.
4.C	Applicant will develop and implement a construction site inspection program that included procedures for reporting and resolving deficiencies, notifying NDEQ of non-complying sites; and procedures for referral to NDEQ of non-complying sites that are not responding to local enforcement actions. Identify priority sites based on the nature of the site in terms of size, topography, soil characteristics, and receiving waters. Problems on previous sites will also be a consideration in targeting inspections. Follow-up inspections will be conducted when non-compliance is cited.	Years 3-5: Begin activity one (1) year after the ordinance is enacted and continue through the remainder of permit term. The Annual Activity Report will contain the following information relative to this commitment: 1) the number of inspections conducted in each of the following size categories: 1 to < 5 acres, 5 to < 20 acres, 20 to < 40 acres, & > 40 acres; 2) the number of sites receiving deficiency and non-compliance notices; 3) a summary report on any enforcement actions taken; 4) the identity of any sites that did not resolve deficiencies or non-compliance in a timely manner or that were referred to NDEQ; and 5) the identity of any developer or contractor that had re-occurring compliance problems.
Comment: Complaints will be handled by the system established through BMP 2.A.		

**Requirement # 5: Post-construction Runoff Control**

<b>BMP #</b>	<b>SWMP Element Description</b>	<b>Measurable Commitments &amp; Implementation Schedule</b>
5.A	The applicant will include requirements for BMP Inspection and Maintenance in ordinance required in 4.A above.	Year 1: Draft proposed ordinance for consideration by applicant's public officials. Year 2: Anticipate passage of ordinance by the end of this year. Years 3-5: Implement and enforce ordinance through commitments made in BMP 5.B
5.B	The applicant will implement procedures for post construction site inspection (similar to 4.C above, except for follow-up inspections within one year of completion of construction). Identify priority sites based on the nature of the site in terms of size, topography, soil characteristics, and receiving waters.	Years 3-5: Begin activity one (1) year after the ordinance is enacted and continue through the remainder of permit term. The Annual Activity Report will contain the following information relative to this commitment: 1) The number of inspections conducted in each of the following size categories: 1 to < 5 acres, 5 to < 20 acres, 20 to < 40 acres, & > 40 acres; 2) The number of sites receiving deficiency and non-compliance notices; 3) A summary report on any enforcement actions taken; 4) The identity of any sites that did not resolve deficiencies or non-compliance in a timely manner or that were referred to NDEQ; and 5) The identity of any developer or contractor that had re-occurring compliance problems.
5.C	The applicant individually or as a member of the PCWP will develop and implement a Watershed master plan of structural BMPs that reduce the impact of urbanization on storm water run-off and improve water quality along with other needs, including green space, parks and recreation, urban planning, aesthetics, and public safety.	Year 1 – Hold public meeting concurrent with BMP 2.B designed to gather public input, include summary of meeting in Annual Activity Report. Year 2 - Coordinate responses and incorporate them into existing comprehensive or master plans, include summary in Annual Activity Report. Year 3 to 5 – Implement BMPs and include summary in Annual Activity Report.
Comments:		

**Minimum Requirement # 6: Pollution Prevention/Good Housekeeping for Municipal Operations**

<b>BMP #</b>	<b>SWMP Element Description</b>	<b>Measurable Commitments &amp; Implementation Schedule</b>
6.A	The applicant will manage their vehicle maintenance facility to comply with the No Exposure Status as identified using NPDES form 3510/11 on an annual basis.	Ongoing all years. A completed and current copy of Form 3510/11, signed by the maintenance facility superintendent, shall be included in each Annual Activity Report.
6.B	The applicant will inspect storm sewer conduits, channels and catch basins and remove sediment and debris as needed to maintain an efficient system within permitted area, and will transport said materials to the municipal solid waste landfill for disposal.	Ongoing all years. A maintenance report will be included in the Annual Activity Report.
6.C	The applicant will develop and implement a training program for employees to prevent pollutant runoff from municipal operations. This would include training for general operation and maintenance activities, schedules, inspections, controls on the discharge of pollutants from streets, proper maintenance of salt/sand storage areas, waste cleanup and handling from transfer stations, etc. Identify responsible departments and personnel for training on operation and maintenance program.	Year 1 – Develop program and training materials and include them in Annual Activity Report. Year 2 thru 5 – Conduct training annually for employees and include summary in Annual Activity Report.
6.D	The applicant will conduct street cleaning on an ongoing basis, so as to reach all paved streets at least once every other year.	Ongoing all years. The approximate miles of streets cleaned per year will be included in the Annual Activity Report.

**IV. Monitoring requirements****Activity #7: Storm Water Monitoring Plan**

<b>SWMP Element #</b>	<b>SWMP Element Description</b>	<b>Measurable Commitments &amp; Implementation Schedule</b>
7.A	The applicant as a member of the PCWP will participate with in-stream water quality monitoring of named creeks in the Papillion Creek Watershed. Pollutant parameters to be analyzed will include BOD5, TSS, ammonia-nitrogen, nitrate-nitrogen, total nitrogen, soluble and total phosphorus, turbidity, pH fecal coliforms, E. coli, and Physical Characteristic Examinations. The purpose of the monitoring will be to identify any water quality concerns or pollutant sources so as to allow for evaluation and improvement of storm water management practices.	Year 1 - Develop monitoring plan and submit to NDEQ for review and comment. Years 2 thru 5: Conduct monitoring.  The following information shall be included in the Annual Activity Report: 1) The monitoring data; and 2) A summary report on the findings relative to SWMP efforts.
7.B	The applicant as a member of the PCWP will participate in wet weather monitoring of a set of storm water outfalls identified in coordination with development of the water quality monitoring program established under BMP 7.A. on at least one storm water outfall annually. Test parameters will be the same as those specified in 7.A above. Composite samples that represent the peak flush of the discharge will be obtained for all parameters, except pH and the bacterial counts for which grab samples are required. Flow estimations as well as the intensity, timing and duration of any recent storm water events will be recorded. The in-stream water quality testing results, as well as watershed characteristics, will be considered in selecting the monitoring site(s). Also BMP assessment monitoring may be conducted in lieu of storm sewer outfall testing.	Year 1 - Develop monitoring plan and submit to NDEQ for review and comment. Years 2 - 5: Conduct monitoring.  The following information shall be included in the Annual Activity Report: 1) the location of the monitoring site; 2) the intensity and duration of the storm event monitored; 3) the timing of sampling in comparison to the occurrence of the storm event and to the discharge of peak storm water flows; 4) the monitoring data; and 5) a summary report on the findings relative to SWMP efforts.

**Record Keeping**

All records of SWMP and Storm Water Monitoring activities will be kept for a period of at least 3 years.

## EXHIBIT B

### Stormwater Management Elements Shared by the Partnership

<b>SWMP BMP #</b>	<b>100 Public Education and Outreach</b>	<b>Lead Partnership Member(s)</b>	<b>Partnership Cost Share Exemption(s)</b>
1.A	Household Hazardous Waste Public Info	City of Omaha	All Partnership Members
1.B	BMP Information and Earth Day	P-MRNRD [2]	Exempt All Partnership Members on Labor Only
1.C	Public Service Announcements (PSAs)	P-MRNRD [2]	None

<b>SWMP BMP #</b>	<b>200 Public Participation and Involvement</b>	<b>Lead Partnership Member(s)</b>	<b>Partnership Cost Share Exemption(s)</b>
2.A	Stormwater Hotline Administration	City of Omaha	All Partnership Members
2.B	Public Meetings	P-MRNRD [3]	None
2.C	Stream and Lake Clean-up Day	City of Omaha	Boys Town & Non-NPDES, Phase II Communities
2.D	Website and Community Feedback	City of Omaha	None

<b>SWMP BMP #</b>	<b>300 Illicit Discharge Detection and Elimination</b>	<b>Lead Partnership Member(s)</b>	<b>Partnership Cost Share Exemption(s)</b>
3.A	Storm Water Outlet Inspection	City of Omaha	All Partnership Members, except Douglas and Sarpy Counties
3.B	Illicit Discharge Ordinance (see 410 and 510)	P-MRNRD	All Partnership Members, Except for Administration Cost
3.C	GIS Sewer System Map	City of Omaha	Non-NPDES Phase II Communities
3.D	BMP/Water Quality Tracking Database	City of Omaha	Non-NPDES, Phase II Communities
3.E	Ordinance Inspection and Reporting	City of Omaha	All Partnership Members, except Douglas and Sarpy Counties

<b>SWMP BMP #</b>	<b>400 Construction Site Runoff Control</b>	<b>Lead Partnership Member(s)</b>	<b>Partnership Cost Share Exemption(s)</b>
4.A	Erosion Control Ordinance (see 320 and 510)	P-MRNRD [2]	All Partnership Members, Except for Administration Cost
4.B	Contractor Certification Program	City of Omaha and P-MRNRD [2]	Non-NPDES, Phase II Communities, Boys Town and Washington County
4.C	430 Construction Site Inspection Program	City of Omaha	Boys Town and Washington County

<b>SWMP BMP #</b>	<b>500 Post-Construction Runoff Control</b>	<b>Lead Partnership Member(s)</b>	<b>Partnership Cost Share Exemption(s)</b>
5.A	BMP Inspection and Maintenance Ordinance (see 320 and 410)	P-MRNRD [2]	All Partnership Members, Except for Administration Cost
5.B	Post-Construction Site Inspection Program	City of Omaha	All Partnership Members, except Douglas and Sarpy Counties
5.C	Watershed BMP Master Plan	All Partnership Members	None

<b>SWMP BMP #</b>	<b>700 Storm Water Monitoring Plan</b>	<b>Lead Partnership Member(s)</b>	<b>Partnership Cost Share Exemption(s)</b>
7.A, 7.B	Outfall Water Quality Monitoring	City of Omaha	Non-NPDES, Phase II Communities



## EXHIBIT C

<b><u>Agency</u></b>	<b><u>Second Column Initial Contribution</u></b>	<b><u>Third Column Percentage</u></b>
Bellevue	\$20,000	4.4%
Bennington	\$500	0.1%
Boystown	\$1,000	0.2%
Elkhorn	\$3,500	0.8%
Gretna	\$1,000	0.2%
La Vista	\$5,000	1.1%
Kennard	\$500	0.1%
Omaha	\$184,000	41.0%
Papillion	\$7,000	1.6%
Ralston	\$2,500	0.6%
Douglas County	\$65,000	14.4%
Sarpy County	\$55,000	12.2%
Washington County	\$15,000	3.3%
Papio NRD	\$90,000	<u>20.0%</u>
TOTALS	\$450,000	100.0%

<b>SWMP BMP #</b>	<b>100 Public Education and Outreach</b>	<b>Lead Partnership Member(s)</b>	<b>Partnership Cost Share Exemption(s)</b>
<b>1.A</b>	Household Hazardous Waste Public Info	City of Omaha	All Partnership Members
<b>1.B</b>	BMP Information and Earth Day	P-MRNRD [2]	Exempt All Partnership Members on Labor Only
<b>1.C</b>	Public Service Announcements (PSAs)	P-MRNRD [2]	None

<b>SWMP BMP #</b>	<b>200 Public Participation and Involvement</b>	<b>Lead Partnership Member(s)</b>	<b>Partnership Cost Share Exemption(s)</b>
<b>2.A</b>	Stormwater Hotline Administration	City of Omaha	All Partnership Members
<b>2.B</b>	Public Meetings	P-MRNRD [3]	None
<b>2.C</b>	Stream and Lake Clean-up Day	City of Omaha	Boys Town & Non- NPDES, Phase II Communities
<b>2.D</b>	Website and Community Feedback	City of Omaha	None

<b>SWMP BMP #</b>	<b>300 Illicit Discharge Detection and Elimination</b>	<b>Lead Partnership Member(s)</b>	<b>Partnership Cost Share Exemption(s)</b>
<b>3.A</b>	Storm Water Outlet Inspection	City of Omaha	All Partnership Members, except Douglas and Sarpy Counties
<b>3.B</b>	Illicit Discharge Ordinance (see 410 and 510)	P-MRNRD	All Partnership Members, Except for Administration Cost
<b>3.C</b>	GIS Sewer System Map	City of Omaha	Non-NPDES Phase II Communities
<b>3.D</b>	BMP/Water Quality Tracking Database	City of Omaha	Non-NPDES, Phase II Communities
<b>3.E</b>	Ordinance Inspection and Reporting	City of Omaha	All Partnership Members, except Douglas and Sarpy Counties

<b>SWMP BMP #</b>	<b>400 Construction Site Runoff Control</b>	<b>Lead Partnership Member(s)</b>	<b>Partnership Cost Share Exemption(s)</b>
<b>4.A</b>	Erosion Control Ordinance (see 320 and 510)	P-MRNRD [2]	All Partnership Members, Except for Administration Cost
<b>4.B</b>	Contractor Certification Program	City of Omaha and P-MRNRD [2]	Non-NPDES, Phase II Communities, Boys Town and Washington County
<b>4.C</b>	430 Construction Site Inspection Program	City of Omaha	Boys Town and Washington County

<b>SWMP BMP #</b>	<b>500 Post-Construction Runoff Control</b>	<b>Lead Partnership Member(s)</b>	<b>Partnership Cost Share Exemption(s)</b>
<b>5.A</b>	BMP Inspection and Maintenance Ordinance (see 320 and 410)	P-MRNRD [2]	All Partnership Members, Except for Administration Cost
<b>5.B</b>	Post-Construction Site Inspection Program	City of Omaha	All Partnership Members, except Douglas and Sarpy Counties
<b>5.C</b>	Watershed BMP Master Plan	All Partnership Members	None

## EXHIBIT A

<u>Agency</u>	<u>Maximum Annual Contribution</u>
Bellevue	\$12,500
Bennington	\$1,000
Boystown	\$1,000
Elkhorn	\$2,500
Gretna	\$1,000
La Vista	\$3,750
<del>Kennard</del>	<del>\$500</del>
Omaha	\$100,000
Papillion	\$5,000
Ralston	\$2,500
Douglas County	\$40,000
Sarpy County	\$25,000
<del>Washington County</del>	<del>\$6,250</del>
<u>Papio NRD</u>	<u>\$50,000</u>
TOTALS	<del>\$250,000</del> \$244,250

**Papillion Creek Watershed Partnership Contribution to Shared Community Costs for Phase 1 Community Partnership Implementation**

**Population and Area for Stakeholder Communities**

Community	Population <sup>1</sup>	Population Percent	Total Census Area <sup>2</sup> (sq. mi.)	Area Percent	Averaged Percent Population & Area	Averaged Percent w/ NRD	Averaged Percent w/out NPDES	Averaged Percent w/out NPDES & Boystown	Averaged Percent w/out Boystown & Washington	Averaged Percent w/ only Douglas, Sarpy, and NRD
Bellevue	44,382	7.9%	13.4	3.3%	5.6%	4.5%	5.2%	5.2%	5.2%	0.0%
Bennington	937	0.2%	0.4	0.1%	0.1%	0.1%	0.0%	0.0%	0.1%	0.0%
Boys Town	818	0.1%	1.4	0.4%	0.3%	0.2%	0.2%	0.0%	0.0%	0.0%
Douglas Co	51,858	9.2%	73.8	18.4%	13.8%	11.1%	12.8%	12.9%	12.8%	43.0%
Elkhorn	5,062	1.1%	3.8	0.9%	1.0%	0.8%	0.9%	0.9%	0.9%	0.0%
Gretna	2,355	0.4%	1.2	0.3%	0.4%	0.3%	0.0%	0.0%	0.3%	0.0%
Kennard	371	0.1%	0.3	0.1%	0.1%	0.1%	0.0%	0.0%	0.1%	0.0%
LaVista	11,699	2.1%	2.8	0.7%	1.4%	1.1%	1.3%	1.3%	1.3%	0.0%
Omaha	390,007	69.2%	118.9	29.7%	49.5%	39.6%	45.9%	48.0%	45.7%	0.0%
Papillion	18,363	2.9%	4.2	1.0%	2.0%	1.6%	1.8%	1.8%	1.8%	0.0%
Ralston	8,314	1.1%	1.7	0.4%	0.8%	0.6%	0.7%	0.7%	0.7%	0.0%
Sarpy Cou	23,671	4.2%	78.4	19.6%	11.9%	9.5%	11.0%	11.1%	11.0%	37.0%
Washington	8,408	1.5%	100.0	25.0%	13.2%	10.6%	10.6%	10.6%	10.6%	0.0%
Papio-Missouri River NRD						20.0%	20.0%	20.0%	20.0%	20.0%
<b>TOTAL</b>	<b>563,245</b>	<b>100.0%</b>	<b>400.3</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>

Non-NPDES 13.8%  
 Non-NPDES & Boystown 14.0%  
 Boystown and Washington 13.5%  
 Douglas and Sarpy County 25.7%

<sup>1</sup>U.S. Census Bureau Data - 2000 census

<sup>2</sup>U.S. Census Bureau Data - 2000 census (total land and water area)

<sup>3</sup>Douglas County SID populations estimated from MAPA 2000 extra-territorial jurisdiction (ETJ) values for Omaha and Elkhorn

<sup>4</sup>Sarpy County SID populations estimated from MAPA 2000 extra-territorial jurisdiction (ETJ) values for Bellevue, Papillion, LaVista, and Gretna

100 Public Education and Outreach	Lead Partnership Member(s)	Partnership Cost Share Exemption(s)	Annualized Average Cost to Partnership	Bellevue	Bennington	Boys Town	Douglas County (SIDs)	Elkhorn	Gretna	Kennard	LaVista	Omaha	Papillion	Ralston	Sarpy County (SIDs)	Washington	Papio NRD
110 Household Hazardous Waste Public Info	City of Omaha	All Partnership Members	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
120 BMP Information and Earth Day			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
120.1 Develop Materials and Implementation Plan	P-MRNRD [2]	Exempt All Partnership Members on Labor Only	\$ 2,730.00	\$ 122.60	\$ 2.88	\$ 5.49	\$ 301.97	\$ 22.04	\$ 7.78	\$ 1.54	\$ 30.43	\$ 1,080.43	\$ 43.10	\$ 16.85	\$ 299.79	\$ 269.10	\$ 548.00
120.2 Participate in Earth Day and Other Events			\$ 2,120.00	\$ 95.21	\$ 2.24	\$ 4.26	\$ 234.50	\$ 17.11	\$ 6.05	\$ 1.19	\$ 23.63	\$ 839.02	\$ 33.47	\$ 13.09	\$ 201.74	\$ 224.50	\$ 424.00
130 Public Service Announcements (PSAs)	P-MRNRD [2]	None	\$ 10,900.00	\$ 489.51	\$ 11.50	\$ 21.91	\$ 1,205.68	\$ 87.99	\$ 31.08	\$ 6.14	\$ 121.49	\$ 4,313.81	\$ 172.08	\$ 67.28	\$ 1,037.28	\$ 1,104.27	\$ 2,180.00
140 Stormwater Drain Markers			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
140.1 Procurement	NPDES Phase I and Phase II Communities	All Partnership Members	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
140.2 Installation			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
150 Annual Reporting	City of Omaha and P-MRNRD [2]	Non-NPDES Phase II Communities	\$ 490.00	\$ 25.53	\$ -	\$ 1.14	\$ 62.87	\$ 4.59	\$ -	\$ -	\$ 6.34	\$ 224.96	\$ 8.97	\$ 3.51	\$ 54.09	\$ 98.00	\$ 98.00
<b>SUBTOTAL</b>			<b>\$ 16,240.00</b>	<b>\$ 732.84</b>	<b>\$ 16.62</b>	<b>\$ 32.80</b>	<b>\$ 1,805.02</b>	<b>\$ 131.73</b>	<b>\$ 44.91</b>	<b>\$ 8.87</b>	<b>\$ 181.89</b>	<b>\$ 6,458.22</b>	<b>\$ 257.63</b>	<b>\$ 100.73</b>	<b>\$ 1,104.27</b>	<b>\$ 1,104.27</b>	<b>\$ 2,180.00</b>

200 Public Participation and Involvement	Lead Partnership Member(s)	Partnership Cost Share Exemption(s)	Annualized Average Cost to Partnership	Bellevue	Bennington	Boys Town	Douglas County (SIDs)	Elkhorn	Gretna	Kennard	LaVista	Omaha	Papillion	Ralston	Sarpy County (SIDs)	Washington	Papio NRD
210 Stormwater Hotline Administration	City of Omaha	All Partnership Members; future cost sharing may occur if high phone traffic	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
220 Public Meetings			\$ 3,540.00	\$ 158.98	\$ 3.74	\$ 7.11	\$ 391.57	\$ 28.59	\$ 10.09	\$ 1.99	\$ 39.46	\$ 1,401.00	\$ 55.89	\$ 21.85	\$ 336.87	\$ 374.87	\$ 708.00
220.1 Planning	P-MRNRD [3]	None	\$ 960.00	\$ 43.11	\$ 1.01	\$ 1.93	\$ 106.19	\$ 7.75	\$ 2.74	\$ 0.54	\$ 10.70	\$ 379.93	\$ 15.16	\$ 5.93	\$ 91.30	\$ 101.66	\$ 192.00
220.2 Hold Meetings			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
230 Stream and Lake Clean-up Day	City of Omaha	Boys Town & Non-NPDES, Phase II Communities	\$ 21,790.00	\$ 1,138.48	\$ -	\$ -	\$ 2,804.15	\$ 204.64	\$ -	\$ -	\$ 282.57	\$ 10,033.00	\$ 400.23	\$ 156.49	\$ 2,412.45	\$ -	\$ 1,358.00
240 Website and Community Feedback	City of Omaha	None	\$ 3,320.00	\$ 149.10	\$ 3.50	\$ 6.67	\$ 367.23	\$ 26.80	\$ 9.47	\$ 1.87	\$ 37.01	\$ 1,313.93	\$ 52.41	\$ 20.49	\$ 315.94	\$ 351.58	\$ 664.00
250 Annual Reporting	City of Omaha and P-MRNRD [2]	Non-NPDES Phase II Communities	\$ 490.00	\$ 25.53	\$ -	\$ 1.14	\$ 62.87	\$ 4.59	\$ -	\$ -	\$ 6.34	\$ 224.96	\$ 8.97	\$ 3.51	\$ 54.09	\$ 98.00	\$ 98.00
<b>SUBTOTAL</b>			<b>\$ 30,100.00</b>	<b>\$ 1,515.20</b>	<b>\$ 6.25</b>	<b>\$ 16.66</b>	<b>\$ 3,732.01</b>	<b>\$ 272.35</b>	<b>\$ 22.30</b>	<b>\$ 4.40</b>	<b>\$ 378.07</b>	<b>\$ 13,352.82</b>	<b>\$ 522.66</b>	<b>\$ 208.27</b>	<b>\$ 3,210.71</b>	<b>\$ 828.71</b>	<b>\$ 5,020.00</b>

300 Illicit Discharge Detection and Elimination	Lead Partnership Member(s)	Partnership Cost Share Exemption(s)	Annualized Average Cost to Partnership	Bellevue	Bennington	Boys Town	Douglas County (SIDs)	Elkhorn	Gretna	Kennard	LaVista	Omaha	Papillion	Ralston	Sarpy County (SIDs)	Washington	Papio NRD
310 Storm Water Outlet Inspection			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
310.1 Define Protocols (e.g., Numbering System, Data Collection)	P-MRNRD [2]	All Partnership Members	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
310.2 Inspect Existing and New Outfalls	City of Omaha	All Partnership Members, except Douglas and Sarpy Counties	\$ 2,075.75	\$ -	\$ -	\$ -	\$ 892.64	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 737.95	\$ -	\$ 415.15
320 Illicit Discharge Ordinance (see 410 and 510)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
320.1 Draft Proposed Ordinance	City of Omaha	All Partnership Members	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
320.2 Ordinance Adoption and Public Process	P-MRNRD	All Partnership Members, Except for Administrative Fee	\$ 2,520.00	\$ 113.17	\$ 2.66	\$ 5.06	\$ 278.74	\$ 20.34	\$ 7.19	\$ 1.42	\$ 28.09	\$ 997.32	\$ 39.78	\$ 15.56	\$ 239.01	\$ 268.66	\$ 504.00



700	Storm Water Monitoring Plan	Lead Partnership Member(s)	Partnership Cost Share Exemption(s)		Bellevue	Bennington	Boys Town	Douglas County (SIDs)	Elkhorn	Gretna	Kennard	LaVista	Omaha	Papillion	Ralston	Sarpy County (SIDs)	Washington	Papio NRD
710	Outfall Water Quality Monitoring [5]	City of Omaha [4]	Non-NPDES, Phase II Communities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
710.1	Develop QA/QC Plan			\$ 320.00	\$ 16.67	\$ -	\$ 0.75	\$ 41.06	\$ 3.00	\$ -	\$ -	\$ 4.14	\$ 146.91	\$ 5.66	\$ 2.29	\$ 35.33	\$ -	\$ 64.00
710.2	Conduct Outfall Monitoring			\$ 19,020.00	\$ 990.86	\$ -	\$ 44.35	\$ 2,440.55	\$ 175.10	\$ -	\$ -	\$ 245.93	\$ 8,732.05	\$ 348.33	\$ 136.19	\$ 2,099.84	\$ -	\$ 3,804.00
720	Stream Quality Monitoring			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
720.1	Develop Monitoring Plan including QA/QC			\$ 1,850.00	\$ 96.38	\$ -	\$ 4.31	\$ 237.38	\$ 17.32	\$ -	\$ -	\$ 23.92	\$ 849.33	\$ 33.88	\$ 13.25	\$ 204.22	\$ -	\$ 370.00
720.2	NDEQ Basin Monitoring			\$ 7,280.00	\$ 379.26	\$ -	\$ 16.97	\$ 934.13	\$ 68.17	\$ -	\$ -	\$ 94.13	\$ 3,342.24	\$ 133.33	\$ 52.13	\$ 803.65	\$ -	\$ 1,456.00
720.3	Continue Stream Monitoring			\$ 49,320.00	\$ 2,569.36	\$ -	\$ 114.99	\$ 6,328.48	\$ 461.84	\$ -	\$ -	\$ 637.70	\$ 22,642.74	\$ 903.24	\$ 353.16	\$ 5,444.48	\$ -	\$ 9,864.00
720.4	Conduct BMP Monitoring			\$ 22,430.00	\$ 1,168.51	\$ -	\$ 52.30	\$ 2,878.10	\$ 210.04	\$ -	\$ -	\$ 290.02	\$ 10,297.98	\$ 410.78	\$ 160.61	\$ 2,476.07	\$ -	\$ 4,486.00
730	Annual Reporting			\$ 960.00	\$ 50.01	\$ -	\$ 2.24	\$ 123.16	\$ 8.99	\$ -	\$ -	\$ 12.41	\$ 440.73	\$ 17.58	\$ 6.87	\$ 105.98	\$ -	\$ 192.00
				\$ 101,180.00	\$ 5,271.05	\$ -	\$ 235.90	\$ 12,982.88	\$ 947.48	\$ -	\$ -	\$ 1,308.28	\$ 48,457.58	\$ 1,853.00	\$ 724.81	\$ 11,788.38	\$ -	\$ 20,238.00
ANNUAL TOTAL				\$ 410,366.71	\$ 18,965.51	\$ 246.73	\$ 574.47	\$ 58,692.44	\$ 3,409.00	\$ 666.79	\$ 131.71	\$ 4,707.16	\$ 167,135.28	\$ 6,667.21	\$ 2,606.83	\$ 50,493.95	\$ 13,996.30	\$ 82,073.34
PERCENTAGE					4.6%	0.1%	0.1%	14.3%	0.8%	0.2%	0.0%	1.1%	40.7%	1.6%	0.6%	12.3%	3.4%	20.0%
ANNUAL TOTAL PLUS 10%				\$ 451,403.38	\$ 20,862.06	\$ 271.40	\$ 631.92	\$ 64,561.68	\$ 3,749.90	\$ 733.47	\$ 144.88	\$ 5,177.87	\$ 183,848.81	\$ 7,333.93	\$ 2,867.51	\$ 55,543.34	\$ 15,395.93	\$ 90,280.68
ROUNDED ANNUAL PARTNERSHIP CONTRIBUTION TOTAL				\$ 450,000.00	\$ 20,000.00	\$ 500.00	\$ 1,000.00	\$ 65,000.00	\$ 3,500.00	\$ 1,000.00	\$ 500.00	\$ 5,000.00	\$ 184,000.00	\$ 7,000.00	\$ 2,500.00	\$ 55,000.00	\$ 15,000.00	\$ 90,000.00
OVERALL PERCENTAGE				100.0%	4.4%	0.1%	0.2%	14.4%	0.8%	0.2%	0.1%	1.1%	40.9%	1.6%	0.6%	12.2%	3.3%	20.0%

## MEMORANDUM

TO: Programs, Projects and Operations Subcommittee

FROM: Ralph Puls, Land and Water Programs Coordinator

SUBJECT: Interlocal Cooperation Act Agreement between Papio-Missouri River NRD and the City of Dakota City

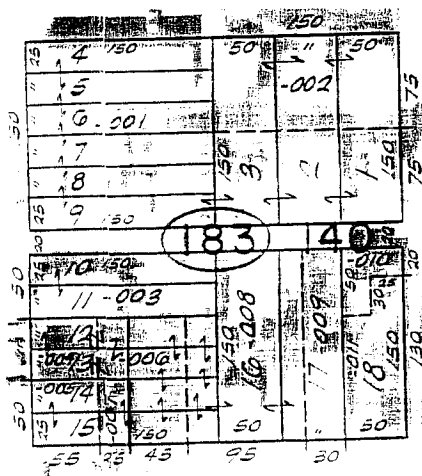
DATE: April 6, 2004

The Natural Resources Center (NRC) building proposal requires the cooperation between The P-MRNRD and the City of Dakota City since part of the building would be located on city property. Attached is an Agreement developed by District staff and Dakota city representatives that describes how the two entities will cooperate in this endeavor. Also attached is a Building Site Map of the proposed facility.

Significant details of the Agreement with respect to Dakota City are shown on pages 4 and 5 in which Dakota City agrees to:

- provide the necessary real estate for one dollar (\$1.00 )
- demolish the block building on the building site
- pave parking stalls on a presently graveled parking site
- provide sewer and water service connections to the P-MRNRD without charge
- furnish building permits for the NRC Building without charge
- provide temporary office space for the Dakota County Rural Water Office for up to 18 months

Management recommends that the Programs Projects and Operations Subcommittee recommend to the Board of Directors that the General Manager be authorized to execute an Interlocal Cooperative Act Agreement between the Papio-Missouri River NRD and Dakota City for a Natural Resources Center office building in Dakota City, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.



Ownership of Lots  
South ½ Lots 1, 2, 3 – City of Dakota City

West 20' Lot 17. All Lot 16; East 25' of Lots 12, 13, 14, 15 – City of Dakota City

East 30' of Lot 17 - P-MRNRD

North 50' of West ½ Lot 18 & North 20' of East ½ Lot 18 – City of Dakota City

West ½ except North 50' of Lot 18 and East ½ Lot 18 except North 20' - PMRNRD



## **DAKOTA COUNTY NATURAL RESOURCES SERVICE CENTER PROPOSAL**

The Board of Directors of the Papio-Missouri River NRD (P-MRNRD) is investigating the possibility of building a Natural Resources Center (NRC) office building in Dakota City at the corner of 15<sup>th</sup> and Broadway Streets (see map) on property owned by the Natural Resources District and Dakota City.

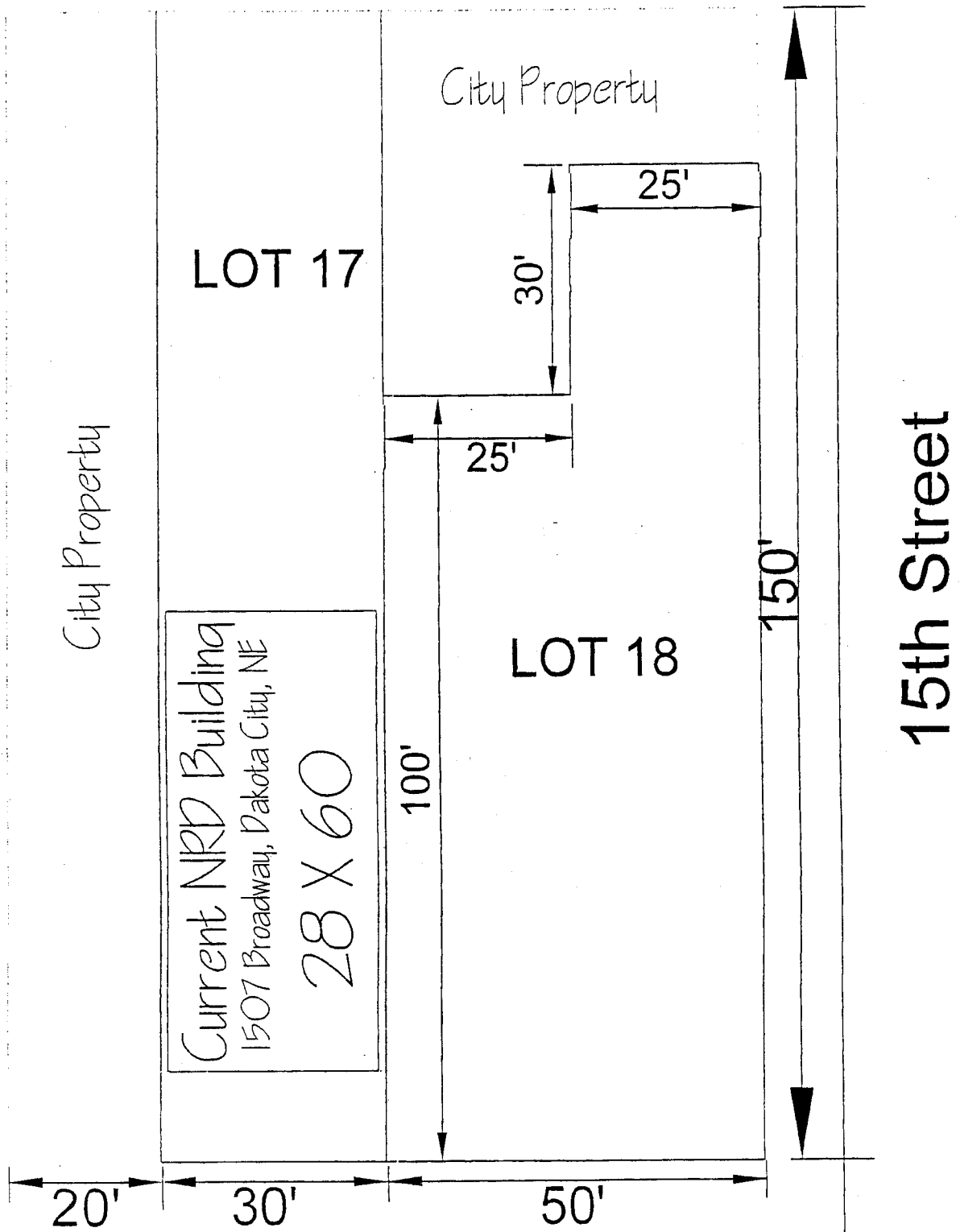
The Natural Resources Center office building would house the Farm Service Agency (FSA) and the Natural Resources Conservation Service (NRCS) who currently share an office in South Sioux City. The Dakota County Rural Water office is located on this site. It would be demolished and they would share space in the new office. The P-MRNRD has also asked the Dakota County Cooperative Extension if they would be interested in moving from their current location in the Courthouse to the NRC. A single story office building of approximately 7,000 to 8,000 sq. feet would provide the space needed for these agencies.

Co-location of these agencies is desirable because it benefits the public they serve by providing a one stop service center. This concept is being used successfully by USDA agencies all across the U.S. Cooperative Extension also serves many of the same clientele, so does the P-MRNRD. The Omaha office of the P-MRNRD currently is home to several government agencies including NRCS, FSA, Rural Development, Corps of Engineers Regulatory office, and the Nebraska Department of Environmental Quality.

This project is still in its initial planning stages, and a number of details must be worked out with all those involved. An Interlocal Cooperative Agreement among Dakota City, Dakota County and the Papio-Missouri River NRD has been drafted and will be discussed. The approval of this Agreement will help move this project along.

In addition, P-MRNRD has hired an architectural firm, Prochaska and Associates, to begin preliminary planning and design work. Their initial work would provide an estimate of the cost of the project. (At this time we think it could be built for \$90 to \$100 per square foot.)

If approved, construction could begin as early as Summer 2004 and completed by early 2005.



**INTERLOCAL COOPERATION ACT AGREEMENT**  
**BETWEEN**  
**PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**  
**AND**  
**THE CITY OF DAKOTA CITY**  
**FOR**  
**NATURAL RESOURCES CENTER**

---

**THIS AGREEMENT** (hereinafter referred to as “**THIS AGREEMENT**”) is made pursuant to the Nebraska Interlocal Cooperation Act, Sections 13-801 to 13-827 R.R.S. 1997, *et seq.*, by and between the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (hereinafter referred to as the “**NRD**”) and the **CITY OF DAKOTA CITY, NEBRASKA** (hereinafter referred to as the “**CITY**”). The NRD and the CITY hereinafter are referred to collectively as the “**PARTIES**” and separately as a “**PARTY**.”

**WHEREAS**, the PARTIES are governmental bodies organized under the laws of the State of Nebraska; and,

**WHEREAS**, the PARTIES desire to cooperate in the construction of a new Natural Resources Center building (hereinafter referred to as the “**NRC BUILDING**”) on a tract of land in the CITY legally described as follows:

Lots 17 and 18 in Block 140 in Dakota City, Nebraska, in the E½ of the NW¼ of Section 9, Township 28 North, Range 9 East, Dakota County Nebraska

(hereinafter referred to as the “**NRC BUILDING SITE**”), a portion of which is now owned by the NRD and the remaining portion of which is owned by the CITY; and,

**WHEREAS**, the PARTIES contemplate that portions of the NRC BUILDING will be occupied by NRD personnel and that the remaining portions of the NRC

BUILDING will be leased to or occupied by the USDA Farm Service Agency, the USDA Natural Resources Conservation Service, and other federal, state and local agencies.

**NOW, THEREFORE,** in consideration of the foregoing recitals and their mutual covenants, the PARTIES hereby agree as follows:

**1. PURPOSE OF AGREEMENT.** The purpose of THIS AGREEMENT is to set forth the terms under which the NRC BUILDING will be designed, constructed, operated, maintained, repaired, replaced and regulated, and to specify the rights, duties and obligations of the PARTIES in connection therewith.

**2. ESTABLISHMENT OF PROJECT.** The PARTIES do hereby find that the NRC BUILDING will be of general benefit to the PARTIES, with only an incidental special benefit and that the construction, operation, maintenance, repair, replacement and regulation thereof should be undertaken without any separate entity being created.

**3. THE ARCHITECTS.** Within thirty (30) days after the effective date of THIS AGREEMENT, the NRD shall retain architectural consultants (hereinafter referred to as the “**ARCHITECTS**”) to design the NRC BUILDING, to prepare plans, specifications and contract documents for the NRC BUILDING, and to assist the NRD in administering construction of the NRC BUILDING.

**4. PRELIMINARY PLANS AND SPECIFICATIONS.** The ARCHITECTS shall be ordered to complete preparation of preliminary plans and specifications for the NRC BUILDING (hereinafter referred to as the “**PRELIMINARY PLANS**”) that shall be drawn in accordance with design criteria provided by the NRD. The PRELIMINARY PLANS shall include, without limitation, the ARCHITECTS’ preliminary estimate of the cost of the NRC BUILDING, including the separately-stated costs of engineering, design, construction and construction administration, but excluding real estate acquisition costs.

**5. APPROVAL OF PRELIMINARY PLANS FOR NRC BUILDING.** Upon the ARCHITECTS’ completion of the PRELIMINARY PLANS and preliminary approval of the same by the NRD, the PRELIMINARY PLANS shall be submitted to the

CITY, which shall have 30 days to review the PRELIMINARY PLANS and to suggest amendments thereto. If, within 60 days after their completion and the NRD's preliminary approval thereof, the NRD does not finally approve the PRELIMINARY PLANS, including the ARCHITECTS' preliminary estimate of the total cost of the NRC BUILDING, then THIS AGREEMENT may be terminated, at the election of the NRD.

**6. PREPARATION OF FINAL PLANS FOR NRC BUILDING.** Upon its final approval of the PRELIMINARY PLANS, the NRD shall direct the ARCHITECTS to prepare final plans and specifications for the NRC BUILDING (hereinafter referred to collectively as the "**FINAL PLANS**") that shall include, without limitation, the ARCHITECTS' itemized estimate of the cost of the NRC BUILDING, including the separately-stated estimated costs of design, construction and construction administration, but excluding real estate acquisition costs.

**7. APPROVAL OF FINAL PLANS FOR NRC BUILDING.** Upon the ARCHITECTS' completion of the NRC BUILDING FINAL PLANS and preliminary approval of the same by the NRD, the FINAL PLANS shall be submitted to the CITY, which shall have 30 days to review the FINAL PLANS and to suggest amendments thereto. If, within 60 days after their completion and the NRD'S preliminary approval thereof, the NRD does not finally approve the FINAL PLANS and the ARCHITECTS' itemized estimate of the costs of the NRC BUILDING, including the separately-stated estimated costs of design, construction and construction administration, but excluding real estate acquisition costs, then THIS AGREEMENT may be terminated, at the election of the NRD.

**8. CONSTRUCTION.** Within 90 days after final approval of the FINAL PLANS by the NRD, the NRD, by an advertised public letting employing sealed bids, shall retain one or more general construction contractors (hereinafter referred to collectively as the "**CONTRACTOR**") to construct the NRC BUILDING, and shall order the CONTRACTOR to proceed with the work, the NRC BUILDING to be constructed by the NRD and the CONTRACTOR as expeditiously as feasible, in

conformance with the finally-approved FINAL PLANS; provided, however, in the event the lowest and best bid price for such work, as determined by the NRD, exceeds by more than twenty per cent (20%) the ARCHITECTS' itemized estimate of the construction contract cost of the BUILDING, then THIS AGREEMENT may be terminated at the election of the NRD.

**9. REAL ESTATE.** Unless THIS AGREEMENT is terminated as provided herein, then within 15 days after the NRD'S opening of sealed bids for construction of the NRC BUILDING, the CITY, for the nominal consideration of One Dollar (\$1.00), shall grant and convey to the NRD the CITY-owned northeasterly portion of the NRC BUILDING SITE, such portion being legally described as follows:

[legal description]

The NRD, at its own expense, shall be responsible for acquiring all other lands, easements and rights-of-way, and for obtaining all approvals, licenses, easements, permits and consents, as may be required or convenient for its construction, operation, maintenance repair, replacement and regulation of the NRC BUILDING.

**10. PAYMENT OF NRC BUILDING COSTS.** Except as otherwise provided in THIS AGREEMENT, the NRD shall pay all the costs of design and construction (including construction administration) of the NRC BUILDING without reimbursement by the CITY.

**11. IN-KIND CONTRIBUTIONS.** As in-kind contributions towards the cost of design and construction of the NRC BUILDING:

a) Within \_\_\_\_ days after receipt of written notification from the NRD that the NRD has retained the CONTRACTOR to construct the NRC BUILDING, the CITY, at its sole cost and expense, shall demolish the existing block building on the northeasterly portion of the NRC BUILDING SITE now owned by the CITY, and make such portion of the NRC BUILDING SITE ready for construction of the NRC BUILDING thereon.

b) During construction of the NRC BUILDING, the CITY at its sole cost and expense, shall:

i) construct at least 15 paved stalls in the presently-graveled parcel on the north side of the CITY'S present City Hall for permanent auto parking use by NRC BUILDING occupants and tenants, such stalls to be designated "For Employee Use Only;" and,

ii) provide sewer and water service connections to the NRC BUILDING, without charge.

c) On a timely basis, the CITY shall furnish building permits for the NRC BUILDING, without charge.

**12. NRC BUILDING OPERATION AND MAINTENANCE.** After final completion of construction of the NRC BUILDING and acceptance of the same from the CONTRACTOR, the NRD shall permanently operate, maintain, repair, replace and regulate the NRC BUILDING in such manner and at such times as the NRD in its sole discretion determines necessary, and the NRD shall have the sole risk of loss thereof.

**13. TEMPORARY OFFICE.** During construction of the NRC BUILDING, but for not longer than 18 months, the CITY shall provide temporary office space for the NRD'S Dakota County Rural Water Project.

**14. GRANTS.** The NRD shall be solely responsible for applying for any state or federal funding or grants for which the NRC BUILDING may be eligible.

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

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

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

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

**19. TIME IS OF THE ESSENCE.** Time is expressly declared to be of the essence of THIS AGREEMENT.

**20. DEFAULT.** If either of the PARTIES fails to comply with any provision of THIS AGREEMENT, after reasonable request for performance has been served on such PARTY, the other PARTY may seek specific performance of THIS AGREEMENT.

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

**22. NOTICES.** Notices to a PARTY provided for in THIS AGREEMENT shall be sufficient if sent by certified or registered mail, postage prepaid, addressed as follows:

- a) To the NRD:  
Steven G. Oltmans, General Manager  
Papio-Missouri River NRD  
8901 South 154th Street  
Omaha, NE 68138-3621



b) To the CITY:  
Bob Peters  
City Administrator  
Dakota City Hall  
Post Office Box 482  
Dakota City, NE 68731-0482

or to such other respective address(s) as, for itself, a PARTY may designate to the other PARTY from time to time in writing.

**IN WITNESS WHEREOF**

THIS AGREEMENT is executed by the NRD on this \_\_\_\_\_ day of \_\_\_\_\_, 2004

**PAPIO-MISSOURI RIVER NATURAL  
RESOURCES DISTRICT**

By \_\_\_\_\_  
**General Manager**

THIS AGREEMENT is executed by the CITY on this \_\_\_\_\_ day of \_\_\_\_\_, 2004

**CITY OF DAKOTA CITY, NEBRASKA**

Attest: By \_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**City Clerk**

## Memo to the Programs, Projects, and Operations Subcommittee

Subject: FY 2005 Urban Cost Share Programs

- Urban Drainageway Program
- Recreation Area Development Program
- Recreational Trails Projects
- Urban Conservation Assistance Program

Date: April 2, 2004

From: Gerry Bowen

The District solicited applications for the urban cost share programs from the various units of government in the District for the upcoming fiscal year. The following applications were received.

### **Urban Drainageway Program**

The Urban Drainageway Program (UDP) cost shares with cities and villages to improve drainageways within their jurisdiction. The cost share rate is 60%. The Policy Manual notes that Board approval is required on all applications.

The District did not receive any new applications under the Urban Drainageway Program. However, two applications were approved, but not funded, in FY 04 that need to be funded this fiscal year.

- a. The City of LaVista plans to stabilize a channel through LaVista Falls Golf Course. The estimated cost is \$205,910, of which \$170,950 is eligible under the UDP Program. They are requesting 60% cost share of the eligible costs, or \$102,570.
- b. The City of Elkhorn has requested assistance for Phase 3 of planned improvements to the West Branch Papillion Creek. Phase 1 and 2 were completed in 1999 and 2001, respectively. The total estimated cost is \$126,053. The City is requesting 60% of this amount, or \$75,632.

These two projects total **\$178,382** and will be included in the initial draft FY 2005 budget. The FY 2004 Budget included \$344,026 for this item.

### **Recreation Area Development**

The Recreation Area Development Program (RAD) cost shares with cities and villages to develop and improve recreation areas within their jurisdiction. The cost share rate is 50%. On projects requesting more than \$20,000, the Policy Manual notes that Board approval is required. On all others, Management has approval authority.

The following project was approved in FY 2003, but not funded. The sponsor plans on proceeding with construction in FY 2005.

- a. The Board approved an application from the City of South Sioux City for the renovation of Crystal Cove Park and lagoon. It was not funded at that time since construction was not anticipated until 2004. The project will receive assistance from the Corps of Engineers under their 1135 Project authority. The total estimated cost of the project is \$1,378,000. They are requesting the maximum under this program, or \$50,000.

The following new applications were received and require approval.

- a. The City of Arlington has requested assistance in the construction of picnic shelter, restroom and utility building in Bell Creek Park. The District assisted with the purchase of the land last fiscal year. The cost estimate for the project is \$91,500. They are requesting 50% of this, or \$45,750.
- b. The City of Bellevue has requested assistance to improve Jewel Park in Bellevue. The improvements are estimated to cost \$102,425, of which, only \$75,550 are eligible under this program. They are requesting 50% of the eligible costs, or \$37,775.
- c. The City of Bennington has requested assistance on two projects, both of which involve building picnic shelters and restroom facilities. They plan to construct a restroom facility at the Bennington Legion Baseball Park at an estimated cost of \$12,000, and a picnic shelter at the Bennington Athletic League Sports Complex at an estimated cost of \$5,000, both of which are in existing parks. They are requesting 50% of the total cost, or \$8,500.

In addition, the following trails projects have requested assistance from the District.

- a. The City of Dakota City, in cooperation with the City of South Sioux City, plans to construct a trail connecting the two communities. The project received the highest rating in the most recent NDOR T-21 application process. The total estimated cost of the project is \$603,236. They are requesting 50% of the local share, or \$60,325.
- b. The City of Waterloo has requested assistance on Phases 2 and 3 of their trails plan. The two projects are estimated to cost \$431,033. They are requesting 50% of the local share, or \$43,104.
- c. The City of South Sioux City has requested assistance for the Sergeant Floyd Underlook Trail. The project will connect with existing trails in the city. The project is estimated to cost \$83,576. They are requesting 50% of the local share, or \$8,358.

The following table summarizes the applications for the RAD and trails programs for FY 2005. The FY 2004 budget for this program was \$303,500.

Sponsor	Total Estimated Cost	FY 05 Cost Share Requested
City of South Sioux City	\$1,378,000	\$50,000
Village of Arlington	\$91,500	\$45,750
City of Bellevue	\$75,550	\$37,775
City of Bennington	\$17,000	\$8,500
Sub-Total	<b>\$1,562,050</b>	<b>\$142,025</b>
Trails:		
City of Dakota City	\$603,236	\$60,325
City of Waterloo	\$431,033	\$43,104
City of South Sioux City	\$83,576	\$8,358
Sub-Total	<b>\$1,117,845</b>	<b>\$111,787</b>
Grand Total	<b>\$2,679,895</b>	<b>\$253,812</b>

**Management recommends that the Subcommittee recommend to the Board that the applications from the Village of Arlington for \$45,750, City of Bellevue for \$37,775, the City of Bennington for \$8,500, the City of Dakota City for \$60,325, the City of Waterloo for \$43,104, and the City of South Sioux City for \$8,358 be approved, and in addition, fund a request from the City of South Sioux City for \$50,000, for a total of \$253,812, subject to funding in the FY 2005 budget.**

#### **Urban Conservation Assistance Program**

The Urban Conservation Assistance Program (UCAP) cost shares with units of government to solve relatively minor erosion and flooding problems in their jurisdiction. The Policy Manual calls for Management approval of all applications. The following application was received.

- a. The City of Omaha has requested assistance to install stormwater management facilities in a new soccer complex near 62<sup>nd</sup> & Q Streets. This is the ultimate usage for the buy-out in this area. The total cost of the improvements is \$130,000. They are requesting the maximum allowed under this program, or \$25,000.

**It is recommended that the Subcommittee recommend to the Board that the application from the City of Omaha for \$25,000 be approved, subject to funding in the FY 2005 budget.**



February 11, 2004

Gerry Bowen  
Papio-Missouri NRD  
8901 S 154<sup>th</sup> Street  
Omaha, NE 68138

**Subject:** *Crystal Cove Revitalization Project*

Dear Mr. Bowen,

The Crystal Cove revitalization project is moving forward and the City of South Sioux City is very pleased with the project and its direction. We are hoping to have a signed agreement with the Corp of Engineers in May/June 2004. Then the project will go out for bids in July/August 2004, accept the bids in August/September 2004 with construction from September thru April 2005.

The current budget figures for the Corp of Engineers is total project cost of \$1,000,000 with the City of South Sioux City commitment of \$350,000. Of the \$350,000 we have contributions of \$50,000 from the Papio – Missouri Natural Resources District, \$120,000 from the Nebraska Environmental Trust and we are waiting for the land value of Crystal Cove to see if the City of South Sioux City has to match any amount with cash. Whatever the amount the City of South Sioux City has the cash on hand to cover any expenses.

If there are any questions or concerns please do not hesitate to give me a call at 402-494-7540.

Sincerely,

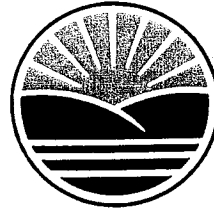
Jack Wardell  
*Director of Parks and Recreation*

Form 17.27 A

RECREATION AREA DEVELOPMENT PROGRAM

APPLICATION FORM

PAPIO-MISSOURI RIVER  
NATURAL  
RESOURCES  
DISTRICT



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

1. DATE: 3-15-04
2. PROJECT NAME: Arlington Youth Sports Baseball-Softball Complex
3. PROJECT SPONSOR: Village of Arlington  
(Address)

P.O. Box 370      245 N. Second Street, Arlington, NE 68002

4. CONTACT PERSON: Kevin Schutt TITLE: Project Coordinator
5. TELEPHONE: Work 478-4751 Home 478-4203 Cell 720-1043
6. PROJECT LOCATION \*\* : 1st & Bell Street, Arlington, NE

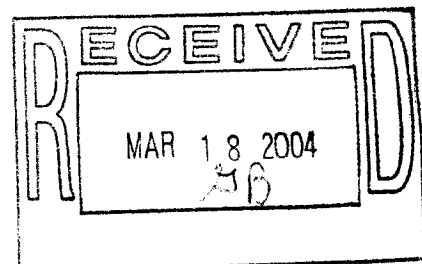
7. DESCRIPTION OF PROJECT \*\* : Restroom/Concession building for the Arlington Youth  
Sports Baseball-Softball Complex

8. TOTAL ESTIMATED COST: \$ 91,500.00

9. COST SHARE REQUEST: \$ 45,750.00

10. SIGNATURE/TITLE: Kevin Schutt / Project Coordinator

\*\* Attach additional sheets as necessary.



**Village of Arlington  
245 North 2<sup>nd</sup> Street  
Arlington, NE 68002  
402-478-4212**

Gerry Bowen  
Papio---Missouri River NRD  
8901 South 154<sup>th</sup> Street  
Omaha, NE 68138-3612

March 17, 2004

Dear Mr. Bowen,

Please find enclosed the Recreation Area Development Program Application Form. This application is submitted on behalf of the Village of Arlington, Nebraska for the Arlington Youth Sports Baseball/Softball Complex.

Arlington Youth Sports has been raising money for the complex for about a year. We currently have about \$210,000 in cash and pledges from individuals, corporate donations, fund raising events and a \$50,000 NRD cost sharing grant for the purchase, grading, seeding, and engineering of the project. Two Rivers State Bank has donated \$50,000 to name the complex and Huntel Systems has donated \$25,000 to be used for the restroom/concession building.

The need for this new complex is due to the increased participation in youth baseball, youth softball, and adult coed softball. During the summer months we have approximately 300 participants. Our two existing fields in the Bell Creek Park have encountered flooding for several years. The water has been as high as our concession stand window and floods our existing restroom facility. The land that we have purchased will allow us to have the fields 5' higher and the restroom/concession building to be 10' higher. We have purchased 18 acres and have started the grading for the complex this spring.

The enclosed application is for the Restroom/Concession building and picnic shelter. I have enclosed a set of drawings of the Restroom/Concession building we would like to construct, as well as an estimate of the costs. We will have to run water & sewer lines to the site as well.

The Restroom/concession building and picnic shelter would be started this fall with the hope for completion by the April of 2005.

We appreciate the time you have taken to review our request for this project. We feel we have a great start to a very worthwhile project that our community can be proud of

and enjoy for years to come. If further information is needed or you have questions, please contact Kevin Schutt, who is the project coordinator at (work 478-4751, home 478-4203, or cell 720-1043). Thank you for the consideration of our application.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Schutt". The signature is fluid and cursive, with the first name "Kevin" written in a smaller, more compact script and the last name "Schutt" written in a larger, more prominent script.

Kevin Schutt  
Project coordinator



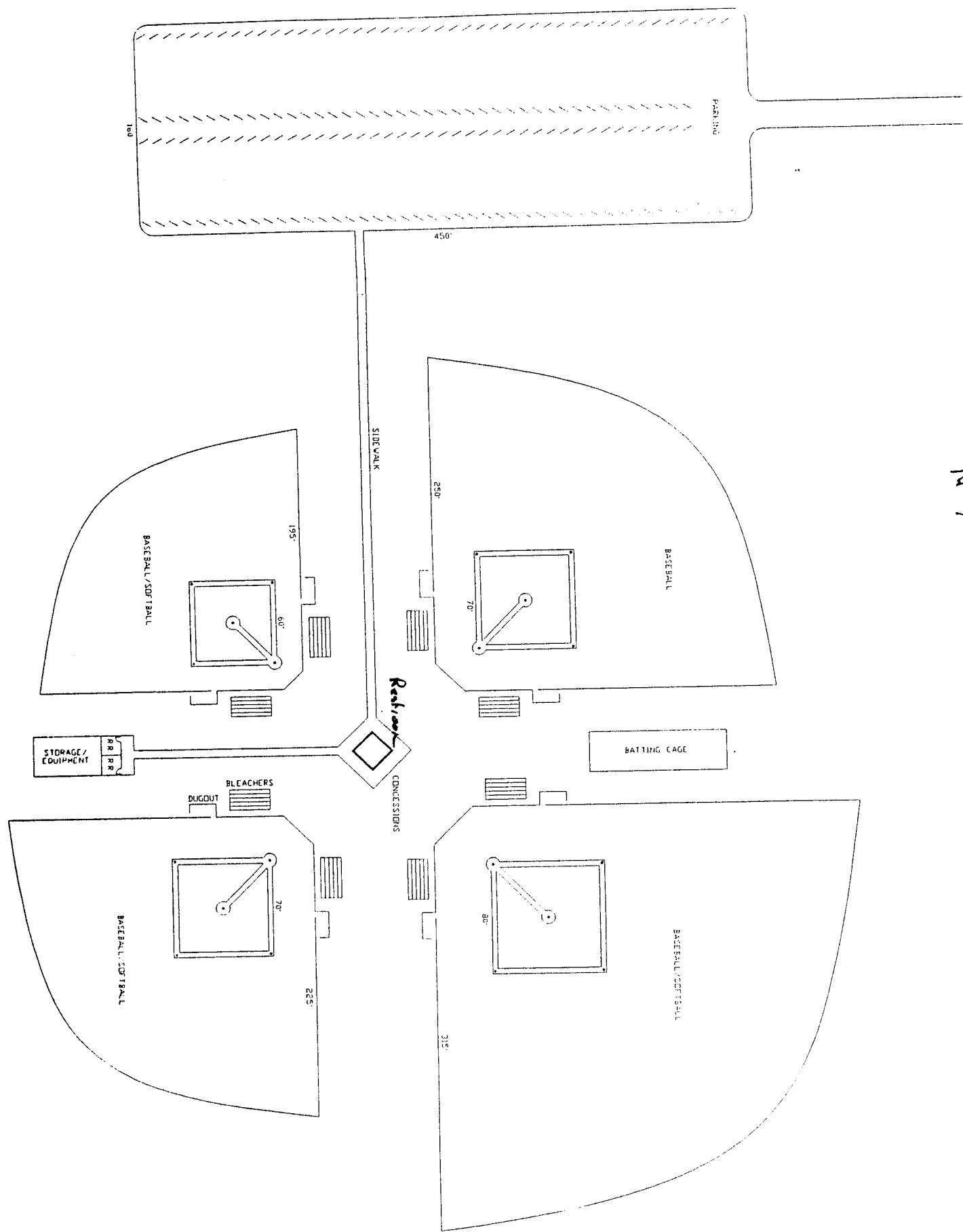
**Restroom/Concession Building & Picnic Shelter Estimated Costs:**

<b>Architect</b>	<b>2,000.00</b>
<b>Site prep and footings</b>	<b>5,500.00</b>
<b>Concrete</b>	<b>9,000.00</b>
<b>First floor block walls</b>	<b>7,500.00</b>
<b>Second floor and roof</b>	<b>25,000.00</b>
<b>Plumbing &amp; electrical</b>	<b>7,500.00</b>
<b>Water line approx. 1000' and hookup</b>	<b>10,000.00</b>
<b>Sewer line approx. 1000' and hookup</b>	<b>10,000.00</b>
<b>Picnic shelter</b>	<b><u>15,000.00</u></b>
<b>TOTAL</b>	<b>91,500.00</b>

Ball Street

N ↑

1st Street



Form 17.27 A

RECREATION AREA DEVELOPMENT PROGRAM

APPLICATION FORM

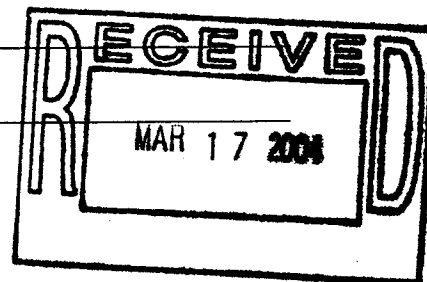
PAPIO-MISSOURI RIVER



NATURAL  
RESOURCES  
DISTRICT

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

1. DATE: March 16, 2004
2. PROJECT NAME: Jewel Park Renovation
3. PROJECT SPONSOR: City of Bellevue, Nebraska  
(Address)  
210 West Mission Ave. , Bellevue NE. 68005



4. CONTACT PERSON: Phil Davidson TITLE: Grant Coordinator
5. TELEPHONE: (402) 293-3052
6. PROJECT LOCATION \*\*: Jewel Park sits on the SE1/4 of Sec. 25 township  
14 N Range 13 E. The actual fields and recreation facilities will sit off of  
Combs Rd. while the trails will have access points off of Bellevue Blvd.
7. DESCRIPTION OF PROJECT \*\*: see attached

8. TOTAL ESTIMATED COST: \$ 102,425.00

9. COST SHARE REQUEST: \$ 50,000.00

10. SIGNATURE/TITLE:  City Administrator

\*\* Attach additional sheets as necessary.

## **Description of Project**

Jewel Park at one point was a significantly utilized part of the City of Bellevue's Park System. People used to be able to get in their cars and drive up a half mile road that led to a park which had play ground equipment and a shelter for picnics and parties. It also had many trails leading through some beautiful densely wooded areas along and around Bellevue Boulevard. As time past the road started to deteriorate. This made it hazardous for vehicles to drive up to the area or come back down. Approximately 15 years ago the City of Bellevue's Police Department ordered the park closed because of the hazards and potential liabilities that could follow.

In the years that followed there were three horse riding clubs in the city that were looking for a place that they could call home. Knowing that the flat green space area at the north end of Jewel Park was no longer being widely used the City of Bellevue partnered with these three horse riding clubs to develop and operate a rodeo arena. It turned out to be a nice addition to the city. Every year the clubs held a rodeo at Jewel Park and used it year round, as weather permitted, for practice and pleasure riding. However, these riding clubs eventually dissolved and the Rodeo Arena at Jewel Park eventually sat barren. Over the past five years, city leaders have been debating the best possible use for Jewel Park, which many people call a hidden gem.

The most recent master plan for the Bellevue Parks System suggests that, "the city maximize use of the existing park system by capitalizing on under-utilized resources". Jewel Park is a natural area that can incorporate both recreational facilities with a nature trail system. This would create a unique 75 acre park for the citizens of Bellevue that would allow citizens to access an athletic field, playground equipment and a basketball court abutting an approximately one and a half mile nature trail. This trail will be a wood chip and rock based trail which would connect Jewel Park with Bellevue Boulevard.

The Bellevue City Council and City Staff agree that Jewel Park needs to be used. This proposal brings forth an unquestionable opportunity for the citizens of Bellevue to experience the serenity, passive recreation and natural observation of wildlife that 80% of this area allows access to. The remaining 20% of the park is key to encourage and entice the public to take advantage of this unique park setting. This is the area that was once home to the rodeo arena. The removal of this arena would allow for athletic practice fields, shelters, picnic tables and grills and a playground. The existing basketball court and parking stalls would be improved to enhance the beauty of the park.

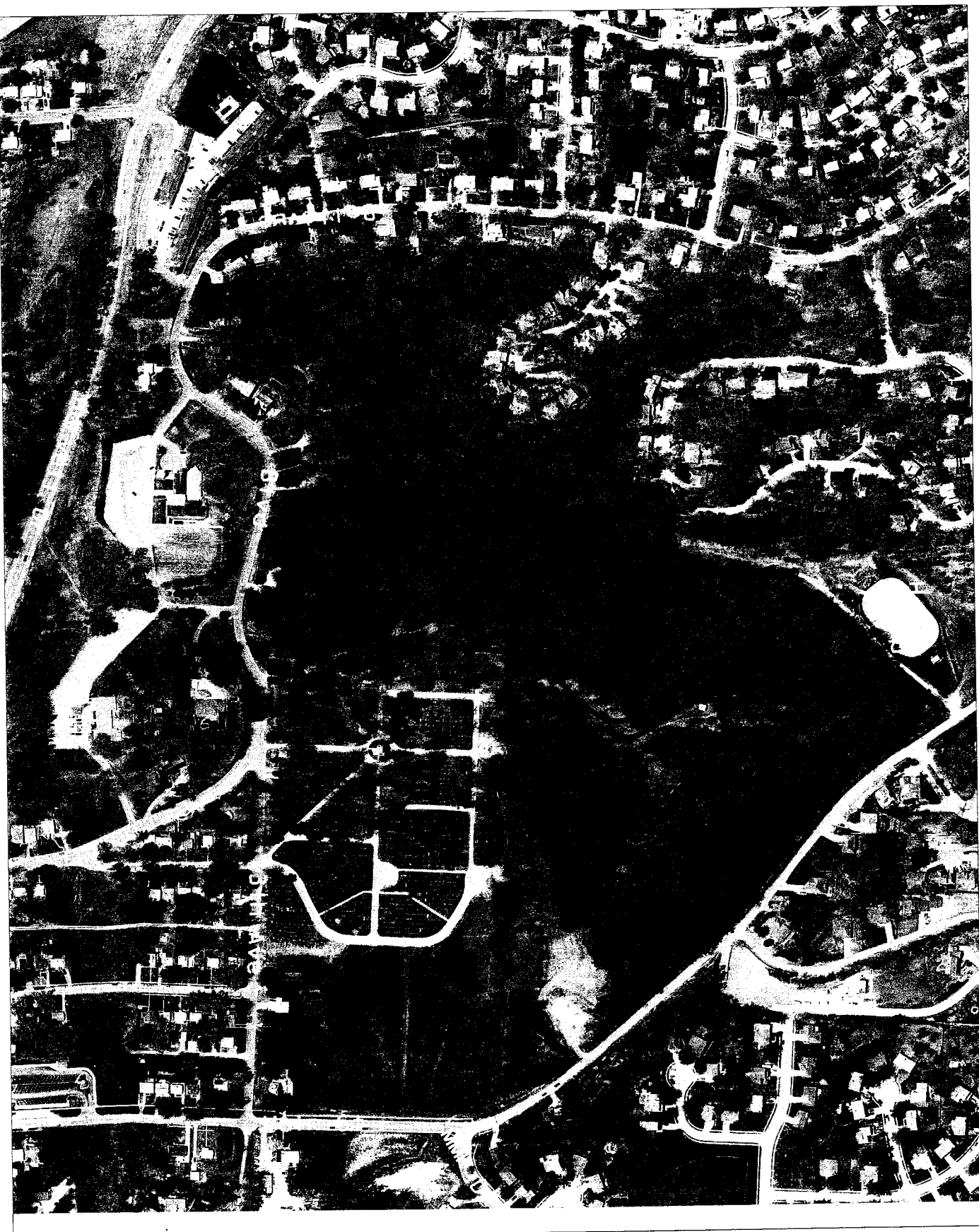
These improvements will bring citizens back to Jewel Park and offer access to a trail system that will offer citizens both passive and active recreation.

## MEMO

To: Denny Hilfiker  
From: Paul Hagarty  
Date: March 3, 2004  
Subject: Jewel Park

Denny, the following is a cost breakdown for the development of Jewel Park:

Park Shelter with Concrete.....	\$ 5,000.00
Shelter Labor and Electricity.....	6,000.00
Play Equipment	
consisting of large slide, tot slide, backhoe, diggers,	
climber, standard swing set, see-saw, tot swings.....	<del>9,875.00</del>
Picnic Tables (12).....	6,000.00
Concrete for Upper Shelter.....	1,800.00
700 tons Asphalt, Site Grading.....	30,000.00
Soccer Goal Post w/ Nets.....	<del>3,000.00</del>
Contractor Installed Play Equipment.....	<del>5,000.00</del>
Playground Surfacing (wood-fiber placement).....	<del>4,000.00</del>
Trash Receptacles (9).....	1,800.00
Park Benches (6).....	1,800.00
Natural Passive Wood Chip & Rock Base	
Walking Trail est. 1 ½ Mile	
Erosion Control, Sub Grade Preparation	
Tree Trimming or Removal.....	12,500.00
Seeding & Fertilizer.....	1,000.00
Evergreens (8).....	1,600.00
Shade Trees (6).....	1,200.00
Arena & Light Pole Removal.....	1,000.00
Pet-Waste Stations (2).....	500.00
Trail Gates.....	1,500.00
Bleachers w/Concrete Pads (2).....	<del>5,000.00</del>
Sidewalk 250' x 6'.....	2,000.00
Park Grills (6).....	1,500.00
Concrete Pads for Picnic Tables (3).....	350.00
Overall Total.....	\$102,425.00
	<del>\$102,425.00</del>
	\$ 15,550



C:\ENG\Parks\Jewell Park.dgn 03/15/2004 11:12:52 AM

# Bennington Athletic League

P.O. Box 89

Bennington, NE 68007

March 13, 2004

Mr. Gerry Bowen  
Natural Resources Planner  
Papio-Missouri River Natural Resources District  
8901 South 154<sup>th</sup> Street  
Omaha, NE 68138-3621

Dear Gerry:

Enclosed please find two Recreation Area Development Program Grant Requests.

Both are for projects at the city-owned baseball/softball complex located in Bennington, NE, and have received approval from the City of Bennington.

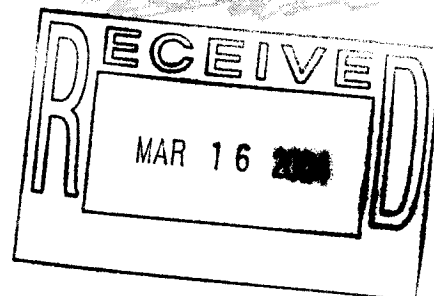
Please let me know when a decision can be expected regarding your assistance. Also, feel free to contact me if you should have any questions or require any additional information.

Thank you.

Sincerely,



Dave Miller  
Bennington Athletic League  
Bennington Legion Baseball

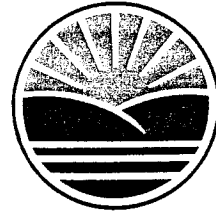


Form 17.27 A

RECREATION AREA DEVELOPMENT PROGRAM

APPLICATION FORM

PAPIO-MISSOURI RIVER



NATURAL  
RESOURCES  
DISTRICT

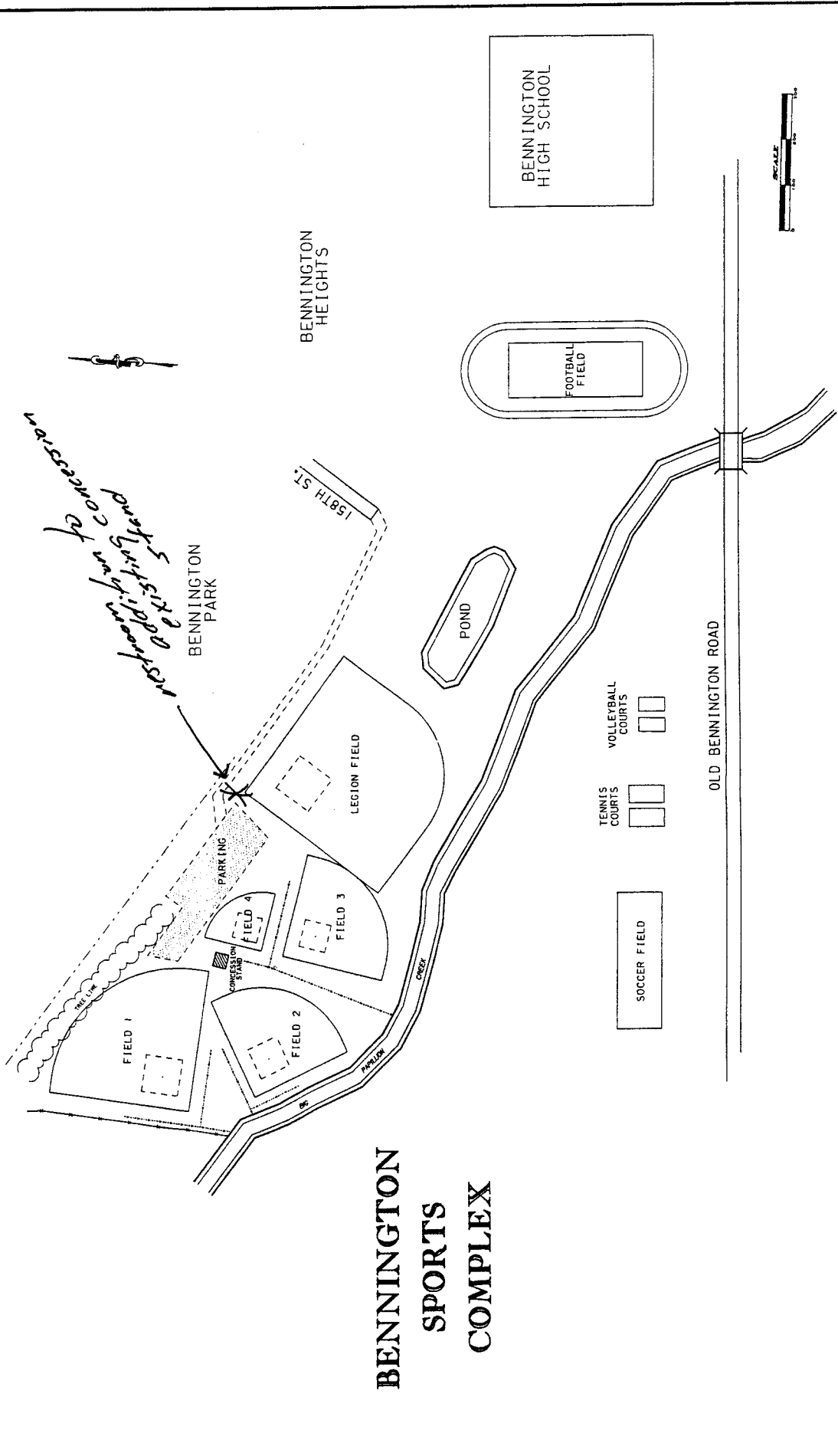
8901 S. 154TH ST.  
OMAHA, NE 68138-3621  
(402) 444-6222  
FAX (402) 895-6543  
www.papionrd.org

1. DATE: March 11, 2004
2. PROJECT NAME: Bennington Legion Baseball Restroom Addition
3. PROJECT SPONSOR: Bennington Legion Baseball &  
(Address) City of Bennington  
Bennington, NE 68007
4. CONTACT PERSON: Dave Miller TITLE: President
5. TELEPHONE: 402-390-8058
6. PROJECT LOCATION \*\*: Bennington Legion Baseball  
Park A City of Bennington Baseball  
Field.
7. DESCRIPTION OF PROJECT \*\*: Add a 12'x20'  
addition onto the existing concession  
stand for rest rooms.
8. TOTAL ESTIMATED COST: \$ 12,000.00
9. COST SHARE REQUEST: \$ 6,000.00
10. SIGNATURE/TITLE: Dave Miller, President

\*\* Attach additional sheets as necessary.



*Handwritten note:*  
 1. City of Bennington  
 2. Bennington Park  
 3. Bennington High School  
 4. Bennington Heights  
 5. Bennington Sports Complex



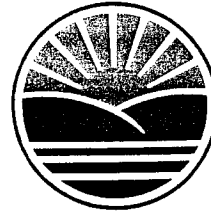
# **BENNINGTON SPORTS COMPLEX**

		LEGEND		BENNINGTON, NEBRASKA	
		DATE	SMP	per title	
			PERIOD	SECTION	
				TITLE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	
				DATE	

RECREATION AREA DEVELOPMENT PROGRAM

APPLICATION FORM

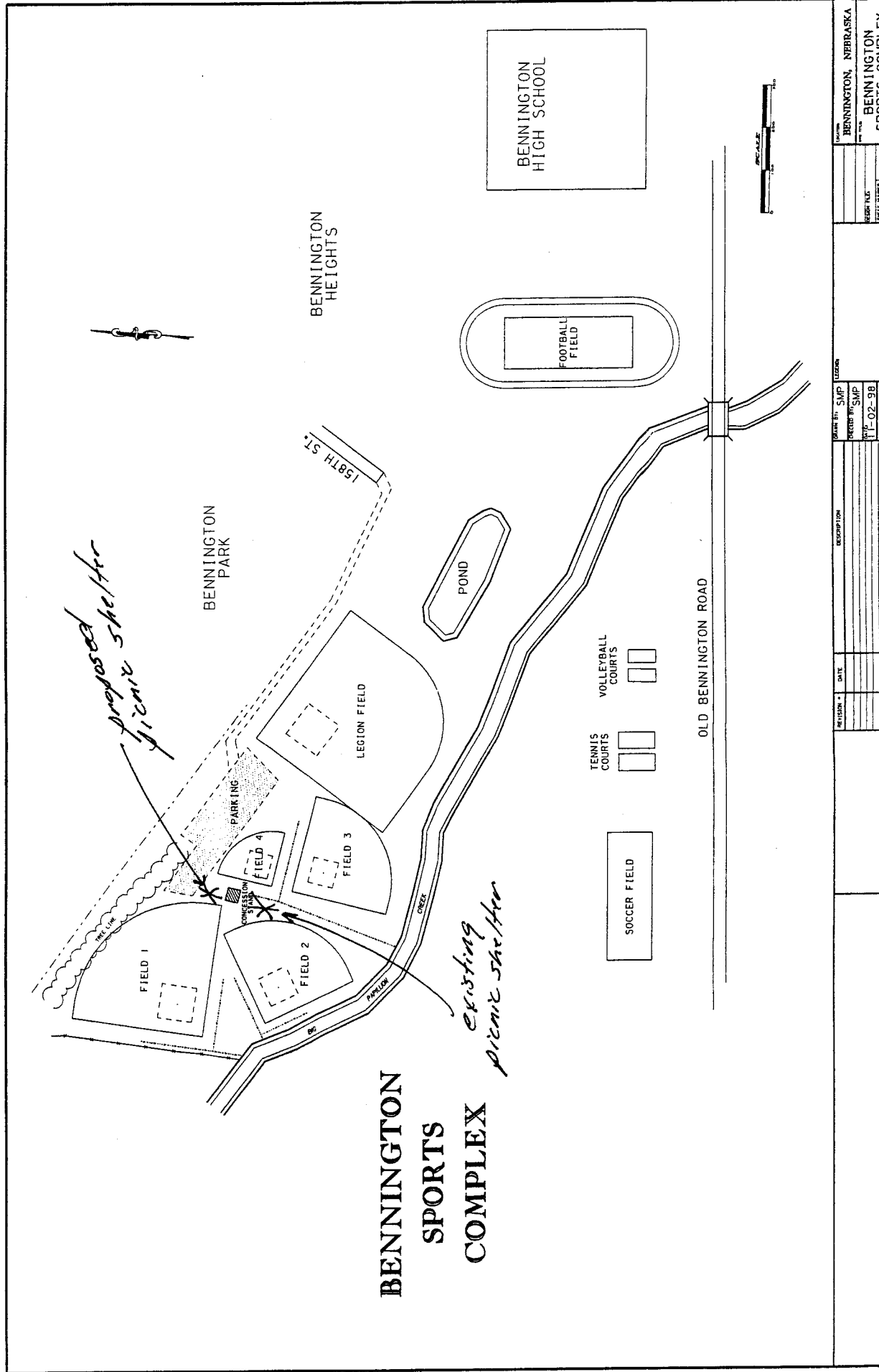
PAPIO-MISSOURI RIVER  
NATURAL  
RESOURCES  
DISTRICT



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

1. DATE: March 11, 2004
2. PROJECT NAME: Bennington Athletic League Picnic Shelter
3. PROJECT SPONSOR: Bennington Athletic League &  
(Address) City of Bennington  
Bennington, NE 68007
4. CONTACT PERSON: Dave Miller TITLE: BAL Vice President
5. TELEPHONE: 402-390-8058
6. PROJECT LOCATION \*\*: Bennington Athletic League  
Sports Complex. A City of Bennington  
baseball & softball complex.
7. DESCRIPTION OF PROJECT \*\*: Installation of a 20' x 20'  
picnic shelter.
8. TOTAL ESTIMATED COST: \$ 5,000.00
9. COST SHARE REQUEST: \$ 2,500.00
10. SIGNATURE/TITLE: Dave Miller BAL Vice President

\*\* Attach additional sheets as necessary.



DRAWN BY: SMP		CHECKED BY: SMP		DATE: 11-02-98	
PROJECT: SMP		PROJECT: SMP		DATE: 11-02-98	
REVISION: 1		REVISION: 1		DATE: 11-02-98	
DESCRIPTION:		DESCRIPTION:		DATE: 11-02-98	
REVISION: 2		REVISION: 2		DATE: 11-02-98	
REVISION: 3		REVISION: 3		DATE: 11-02-98	
REVISION: 4		REVISION: 4		DATE: 11-02-98	
REVISION: 5		REVISION: 5		DATE: 11-02-98	
REVISION: 6		REVISION: 6		DATE: 11-02-98	
REVISION: 7		REVISION: 7		DATE: 11-02-98	
REVISION: 8		REVISION: 8		DATE: 11-02-98	
REVISION: 9		REVISION: 9		DATE: 11-02-98	
REVISION: 10		REVISION: 10		DATE: 11-02-98	
REVISION: 11		REVISION: 11		DATE: 11-02-98	
REVISION: 12		REVISION: 12		DATE: 11-02-98	
REVISION: 13		REVISION: 13		DATE: 11-02-98	
REVISION: 14		REVISION: 14		DATE: 11-02-98	
REVISION: 15		REVISION: 15		DATE: 11-02-98	
REVISION: 16		REVISION: 16		DATE: 11-02-98	
REVISION: 17		REVISION: 17		DATE: 11-02-98	
REVISION: 18		REVISION: 18		DATE: 11-02-98	
REVISION: 19		REVISION: 19		DATE: 11-02-98	
REVISION: 20		REVISION: 20		DATE: 11-02-98	
REVISION: 21		REVISION: 21		DATE: 11-02-98	
REVISION: 22		REVISION: 22		DATE: 11-02-98	
REVISION: 23		REVISION: 23		DATE: 11-02-98	
REVISION: 24		REVISION: 24		DATE: 11-02-98	
REVISION: 25		REVISION: 25		DATE: 11-02-98	
REVISION: 26		REVISION: 26		DATE: 11-02-98	
REVISION: 27		REVISION: 27		DATE: 11-02-98	
REVISION: 28		REVISION: 28		DATE: 11-02-98	
REVISION: 29		REVISION: 29		DATE: 11-02-98	
REVISION: 30		REVISION: 30		DATE: 11-02-98	
REVISION: 31		REVISION: 31		DATE: 11-02-98	
REVISION: 32		REVISION: 32		DATE: 11-02-98	
REVISION: 33		REVISION: 33		DATE: 11-02-98	
REVISION: 34		REVISION: 34		DATE: 11-02-98	
REVISION: 35		REVISION: 35		DATE: 11-02-98	
REVISION: 36		REVISION: 36		DATE: 11-02-98	
REVISION: 37		REVISION: 37		DATE: 11-02-98	
REVISION: 38		REVISION: 38		DATE: 11-02-98	
REVISION: 39		REVISION: 39		DATE: 11-02-98	
REVISION: 40		REVISION: 40		DATE: 11-02-98	
REVISION: 41		REVISION: 41		DATE: 11-02-98	
REVISION: 42		REVISION: 42		DATE: 11-02-98	
REVISION: 43		REVISION: 43		DATE: 11-02-98	
REVISION: 44		REVISION: 44		DATE: 11-02-98	
REVISION: 45		REVISION: 45		DATE: 11-02-98	
REVISION: 46		REVISION: 46		DATE: 11-02-98	
REVISION: 47		REVISION: 47		DATE: 11-02-98	
REVISION: 48		REVISION: 48		DATE: 11-02-98	
REVISION: 49		REVISION: 49		DATE: 11-02-98	
REVISION: 50		REVISION: 50		DATE: 11-02-98	
REVISION: 51		REVISION: 51		DATE: 11-02-98	
REVISION: 52		REVISION: 52		DATE: 11-02-98	
REVISION: 53		REVISION: 53		DATE: 11-02-98	
REVISION: 54		REVISION: 54		DATE: 11-02-98	
REVISION: 55		REVISION: 55		DATE: 11-02-98	
REVISION: 56		REVISION: 56		DATE: 11-02-98	
REVISION: 57		REVISION: 57		DATE: 11-02-98	
REVISION: 58		REVISION: 58		DATE: 11-02-98	
REVISION: 59		REVISION: 59		DATE: 11-02-98	
REVISION: 60		REVISION: 60		DATE: 11-02-98	
REVISION: 61		REVISION: 61		DATE: 11-02-98	
REVISION: 62		REVISION: 62		DATE: 11-02-98	
REVISION: 63		REVISION: 63		DATE: 11-02-98	
REVISION: 64		REVISION: 64		DATE: 11-02-98	
REVISION: 65		REVISION: 65		DATE: 11-02-98	
REVISION: 66		REVISION: 66		DATE: 11-02-98	
REVISION: 67		REVISION: 67		DATE: 11-02-98	
REVISION: 68		REVISION: 68		DATE: 11-02-98	
REVISION: 69		REVISION: 69		DATE: 11-02-98	
REVISION: 70		REVISION: 70		DATE: 11-02-98	
REVISION: 71		REVISION: 71		DATE: 11-02-98	
REVISION: 72		REVISION: 72		DATE: 11-02-98	
REVISION: 73		REVISION: 73		DATE: 11-02-98	
REVISION: 74		REVISION: 74		DATE: 11-02-98	
REVISION: 75		REVISION: 75		DATE: 11-02-98	
REVISION: 76		REVISION: 76		DATE: 11-02-98	
REVISION: 77		REVISION: 77		DATE: 11-02-98	
REVISION: 78		REVISION: 78		DATE: 11-02-98	
REVISION: 79		REVISION: 79		DATE: 11-02-98	
REVISION: 80		REVISION: 80		DATE: 11-02-98	
REVISION: 81		REVISION: 81		DATE: 11-02-98	
REVISION: 82		REVISION: 82		DATE: 11-02-98	
REVISION: 83		REVISION: 83		DATE: 11-02-98	
REVISION: 84		REVISION: 84		DATE: 11-02-98	
REVISION: 85		REVISION: 85		DATE: 11-02-98	
REVISION: 86		REVISION: 86		DATE: 11-02-98	
REVISION: 87		REVISION: 87		DATE: 11-02-98	
REVISION: 88		REVISION: 88		DATE: 11-02-98	
REVISION: 89		REVISION: 89		DATE: 11-02-98	
REVISION: 90		REVISION: 90		DATE: 11-02-98	
REVISION: 91		REVISION: 91		DATE: 11-02-98	
REVISION: 92		REVISION: 92		DATE: 11-02-98	
REVISION: 93		REVISION: 93		DATE: 11-02-98	
REVISION: 94		REVISION: 94		DATE: 11-02-98	
REVISION: 95		REVISION: 95		DATE: 11-02-98	
REVISION: 96		REVISION: 96		DATE: 11-02-98	
REVISION: 97		REVISION: 97		DATE: 11-02-98	
REVISION: 98		REVISION: 98		DATE: 11-02-98	
REVISION: 99		REVISION: 99		DATE: 11-02-98	
REVISION: 100		REVISION: 100		DATE: 11-02-98	



---

P.O. Box 482 • 1511 Broadway • Dakota City, NE 68731 • City Hall (402) 987-3448 • Fax (402) 987-3313

---

March 9<sup>th</sup>, 2004

Gerry Bowen  
Papio-Missouri River Natural Resources District  
8901 S. 154<sup>th</sup> Street  
Omaha, NE 68138-3621

Dear Gerry:

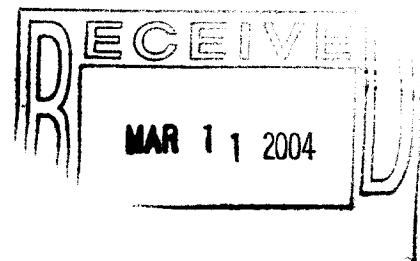
In follow up to our letter of February 25 to Steve and our later conversation, I am attaching a copy of the completed application for assistance from Papio-Missouri. The application provides an outstanding opportunity to partner with the Department of Roads Transportation Enhancement Program, the City of South Sioux City, and the City of Dakota City.

The Transportation Enhancement has made available \$482, 589, for the cost of the bike/walk trail described in the attachments. There is a local match requirement of \$120,647, which we are asking for your assistance in addressing. The balance of the local match will be shared between Dakota City and South Sioux City.

We sincerely appreciate your consideration. If you have any questions or if I can provide you with additional information, please feel free to contact me.

Sincerely,

Robert D. Peters, City Clerk

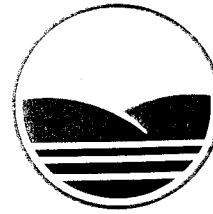


Form 17.27 A

RECREATION AREA DEVELOPMENT PROGRAM

APPLICATION FORM

PAPIO-MISSOURI RIVER  
NATURAL  
RESOURCES  
DISTRICT



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

1. DATE: March 9th, 2004
2. PROJECT NAME: Dakota City Trail
3. PROJECT SPONSOR: Dakota City  
(Address)  
1511 Broadway  
Dakota City, NE 68731
4. CONTACT PERSON: Robert D. Peters TITLE: City Clerk
5. TELEPHONE: (402) 987-3448
6. PROJECT LOCATION \*\*: The general description of the trail  
location is as follows:beginning at the Dakota County Courthouse  
at the intersection of Myrtle St and 16th St;(see attached)
7. DESCRIPTION OF PROJECT \*\*: This is an 8 foot wide, concrete  
class 1 walkway/bikeway trail, 2.6 mi. long. The trail,  
along IBP Ave. will provide a safe alternative (see attached)
8. TOTAL ESTIMATED COST: \$ \$603,236.00
9. COST SHARE REQUEST: \$ \$60, 325
10. SIGNATURE/TITLE: \_\_\_\_\_

\*\* Attach additional sheets as necessary.

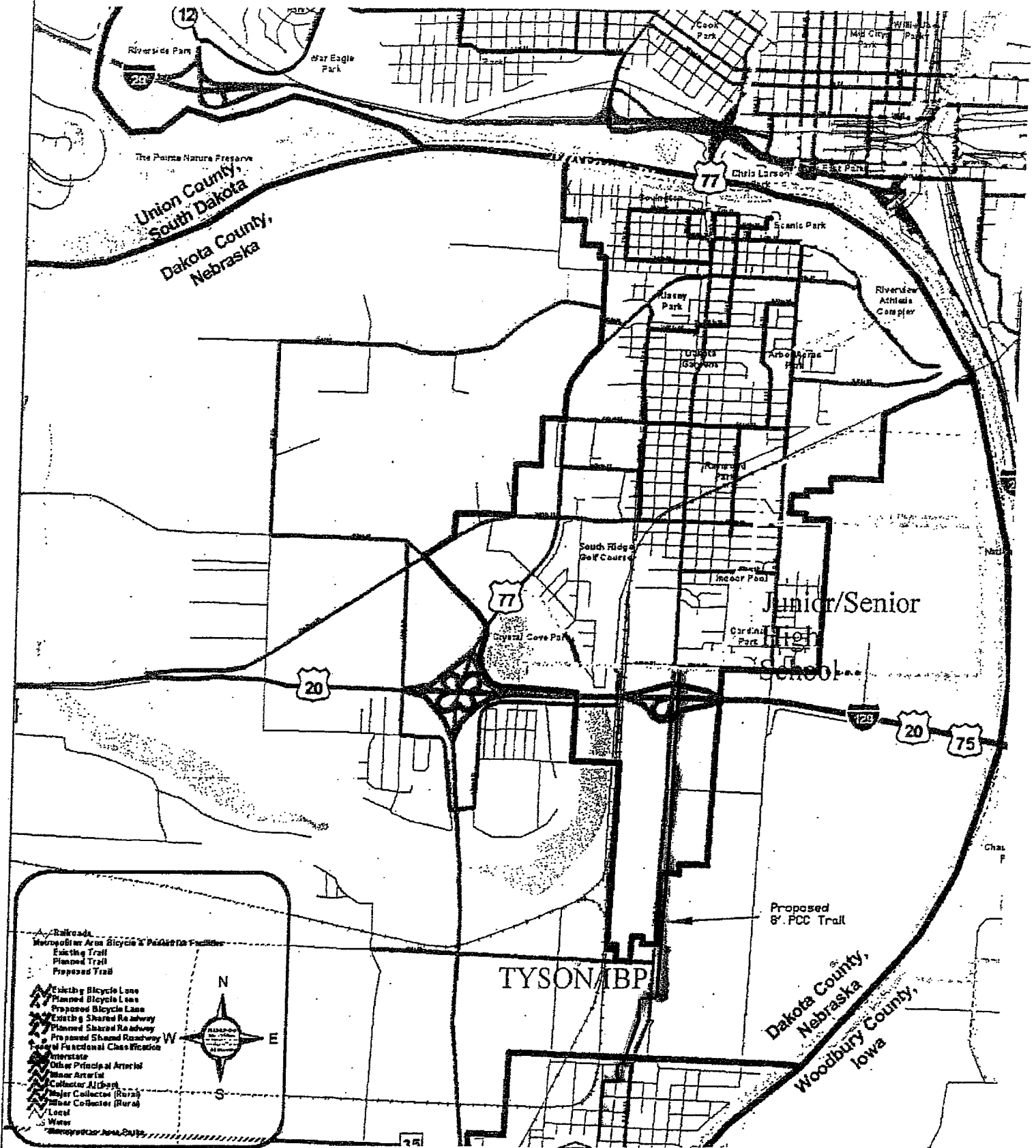
RECREATION AREA DEVELOPMENT PROGRAM APPLICATION FORM CONTINUED

PROJECT LOCATION: then heading North on 16th St. to Cedar St.; then turning East and following Cedar St. to 15th St.; then turning North along 15th St. to Pine St.; then turning East along Pine St. to Dakota Avenue/IBP Avenue; then following Dakota Avenue/IBP Avenue North to the intersection of Dakota Avenue and 39th Street in South Sioux City.

DESCRIPTION OF PROJECT: mode of transportation for persons who currently walk or bike to work or school on the highly trafficked IBP Avenue.

# SOUTH SIOUX CITY, NEBRASKA

## BICYCLE & PEDESTRIAN FACILITIES



This map was produced with funds provided through the Transportation Equity Act for the 21st Century.

Dakota County Courthouse

February 25, 2004

MAP

Sharon Steere  
Waterloo Trails Chairperson  
404 Madison Street  
Waterloo, Nebraska 68069  
402-779-4425

Gerry Bowen  
Natural Resources Planner  
Papio-Missouri Natural Resources District  
8901 South 154<sup>th</sup> Street  
Omaha, Nebraska 68138-3621  
402-444-6222

Dear Gerry:

First, I would like to thank the NRD for all that they have done for our community, it is appreciated by the citizens of Waterloo.

Enclosed please find two applications for the cost share program. The reason for submitting two separate forms is that we have received notification of funding from the Ne. Game & Parks, but the funding through the Ne. State Roads Dept. at this time is pending more funding from Congress. We hope that Congress will be generous with trails funds and our trails will be funded this year.

Maps are also enclosed which show the master plan. The legend for the maps is on the first sheet. We are asking for cost share with the Old Lincoln Highway Trail which is pending funding and the Elkhorn River Trail- North.

Thank you again for your past support and we look forward to working with you in the future.

Sincerely,



Sharon Steere

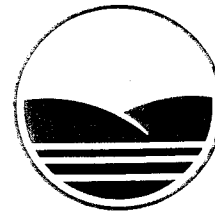


Form 17.27 A

RECREATION AREA DEVELOPMENT PROGRAM

APPLICATION FORM

PAPIO-MISSOURI RIVER



NATURAL  
RESOURCES  
DISTRICT

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

1. DATE: 2/25/04
2. PROJECT NAME: WATERLOO TRAILS
3. PROJECT SPONSOR: VILLAGE OF WATERLOO  
(Address)  
509 SOUTH FRONT ST.  
WATERLOO, NEBR. 68069
4. CONTACT PERSON: SHARON STEERE TITLE: WATERLOO TRAILS CHAIRPERSON
5. TELEPHONE: 402-779-4425
6. PROJECT LOCATION \*\*: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. DESCRIPTION OF PROJECT \*\*: CONCRETE TRAILS  
\_\_\_\_\_  
\_\_\_\_\_
8. TOTAL ESTIMATED COST: \$ 431,033.36
9. COST SHARE REQUEST: \$ 43,104.00
10. SIGNATURE/TITLE: Stanley E. Benke Jr. - Village Chairman

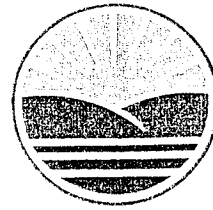
\*\* Attach additional sheets as necessary.

Form 17.27 A

RECREATION AREA DEVELOPMENT PROGRAM

APPLICATION FORM

PAPIO-MISSOURI RIVER



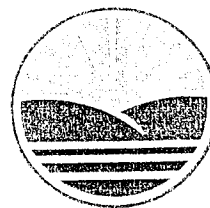
NATURAL  
RESOURCES  
DISTRICT

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

1. DATE: FEB. 21, 2004
2. PROJECT NAME: WATERLOO TRAILS - OLD LINCOLN HIGHWAY TRAIL
3. PROJECT SPONSOR: VILLAGE OF WATERLOO  
(Address)  
509 SOUTH FRONT ST.  
WATERLOO, NEBR. 68069
4. CONTACT PERSON: SHARON STEERE TITLE: WATERLOO TRAILS Chairperson
5. TELEPHONE: 402-779-4425
6. PROJECT LOCATION \*\*: 7<sup>th</sup> & North Front St. - west around school,  
down Old county road - old West Maple road to 7<sup>th</sup> St & Lincoln  
St. - East to 3rd & Lincoln. North on Robinson Blvd. (3rd or Main St)  
to Old Elkhorn River bridge site.
7. DESCRIPTION OF PROJECT \*\*: A 10 foot wide (one area 12' wd.) concrete  
trail surface. It Provides A TRANSPORTATION Corridor from  
the east side of town to the west - connecting with our  
school, school trail & the Western Douglas County Trail system,
8. TOTAL ESTIMATED COST: \$ 298,733.36
9. COST SHARE REQUEST: \$ 29,874.
10. SIGNATURE/TITLE: Stanley E. Bentler, Jr. - Village Chairman

\*\* Attach additional sheets as necessary.

SEE  
MAP



Form 17.27 A

## RECREATION AREA DEVELOPMENT PROGRAM

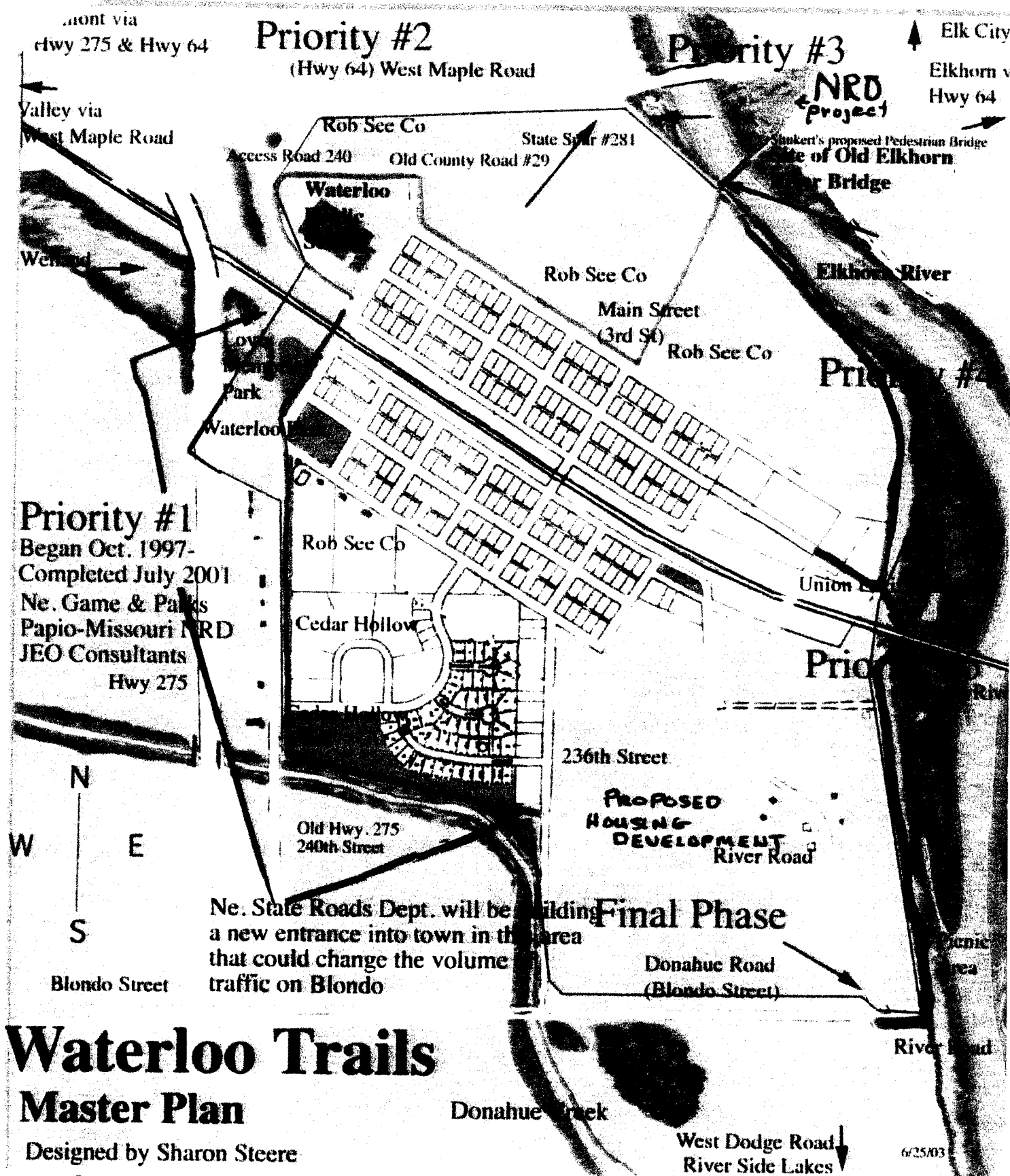
## APPLICATION FORM

8901 S. 15TH AVE.  
OMAHA, NE 68138-3621  
(402) 444-6222  
FAX (402) 895-6717  
www.papiond.com

1. DATE: FEB, 21, 2004
2. PROJECT NAME: WATERLOO TRAILS - ELKHORN RIVER TRAIL - NORTH
3. PROJECT SPONSOR: VILLAGE OF WATERLOO  
(Address)  
509 SOUTH FRONT ST.  
WATERLOO, NEBR. 68069
4. CONTACT PERSON: SHARON STEERE TITLE: WATERLOO TRAILS CHAIRPERSON
5. TELEPHONE: 402-779-4425
6. PROJECT LOCATION \*\*: STARTING AT THE SITE OF THE OLD ELKHORN RIVER  
BRIDGE EAST ON THE DIKE TO LINCOLN ST. TO EAST ST. ON PLAT  
MAP OR "A" ST. AS IT IS CURRENTLY.
7. DESCRIPTION OF PROJECT \*\*: A 10 foot wide concrete trail surface  
providing a scenic walk along the river & a natural  
riparian area, which brings people back into town.
8. TOTAL ESTIMATED COST: \$ 132,300.
9. COST SHARE REQUEST: \$ 13,230.
10. SIGNATURE/TITLE: Stanley E. Benke Jr. - Village Chairman

\*\* Attach additional sheets as necessary.

SEE  
MAP





March 11, 2004

Mr. Gerry Bowen  
Papio Missouri River Natural Resource District  
8901 South 154<sup>th</sup> Street  
Omaha, Nebraska 68138 – 3621

**RE: RECREATION AREA DEVELOPMENT PROGRAM**

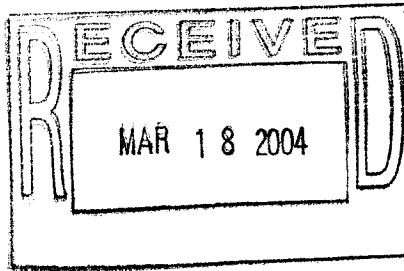
Dear Gerry:

Enclosed is the 2004 application for the Recreation Area Development Program from the City of South Sioux City Parks and Recreation Department. The Sgt. Floyd Underlook Trail is an area of interest of the South Sioux City citizens and the city council. This trail will connect with existing trails in South Sioux City. Enclosed is the grant application of the Nebraska Game and Parks Commission Recreational Trails Program also. Which will also give more information talking about the trail.

If you should have any questions on this project, please contact me at 402-494-7540 or email at [jwardell@southsiouxcity.org](mailto:jwardell@southsiouxcity.org).

Sincerely,

Jack Wardell  
Director of Parks & Recreation



City of South Sioux City, Nebraska  
1615 First Avenue, South Sioux City, Nebraska 68776-2245  
Phone: 402-494-7500 Fax: 402-494-7527 TTD: 402-494-7500 ext 339  
[www.southsiouxcity.org](http://www.southsiouxcity.org)



# **CITY OF SOUTH SIOUX CITY**

## **East 29<sup>th</sup> Trail – Sgt. Floyd Underlook**

**March 11, 2004**

**PROJECT NAME:**

Sgt. Floyd Underlook

**PROJECT SPONSOR:**

City of South Sioux City  
1615 First Avenue  
South Sioux City, NE 68776 – 2245

**CONTACT PERSON:**

Jack Wardell  
Director of Parks and Recreation

**TELEPHONE:**

402-494-7540

**PROJECT LOCATION:**

East 29<sup>th</sup> St. Cardinal Elementary School

**PROJECT DESCRIPTION:**

The trail ties to the Tri-State Bicycle trail with this link providing access to a Scenic Underlook to Sgt. Floyd Monument. (Sgt. Floyd was the only person to die on their expedition). With the Lewis and Clark Bicentennial Celebration beginning in 2003, much attention will be drawn to Nebraska and other states along the trail.

The trail will be made from concrete. In the attached Recreational Trails Program grant application is configurations of the trail, which was provided by City of South Sioux City Engineer. The configurations explain the length, width and all the other specification of this project.

The Community Attitude Survey conducted for the city/school/ and chamber indicates a strong demand for bicycle paths with 78.6% of all residence supporting the expansion of bicycle trails, 10.6% opposed, and 10.8% undecided. Wayne State College students contacted every 6th household.

The path to the Missouri River will provide health benefits to residents, the drainage way will protect property, while the trail and Sgt Floyd Underlook will be an attraction for the tourists seeking more information on the Lewis and Clark Trail.

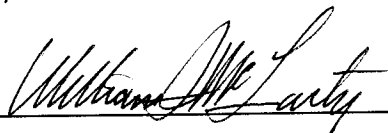
The number of pedestrians and bicyclists using the facility will evaluate the project. Classrooms of students to explore the natural habitat by the river can also use it.

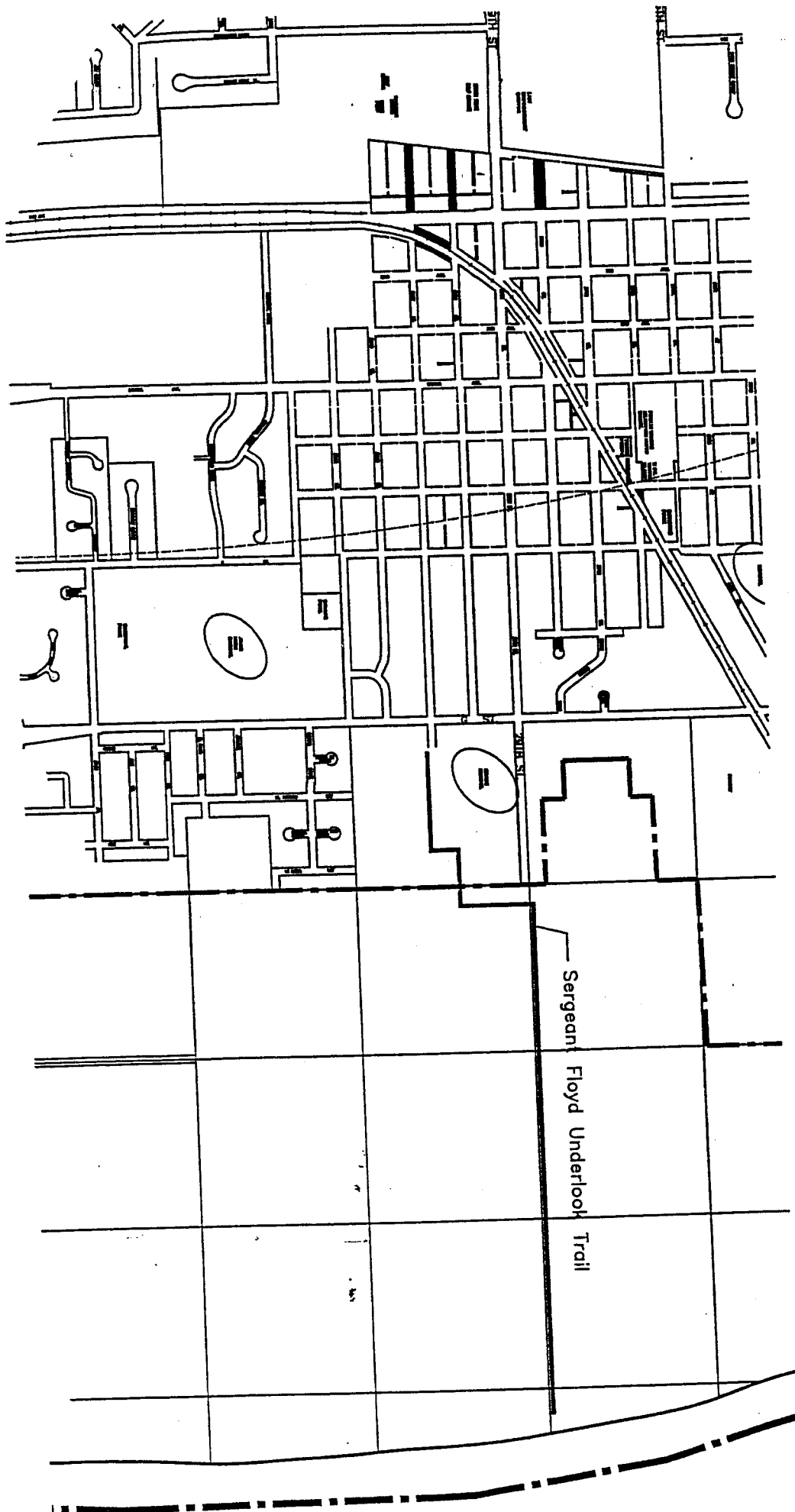
The project will be maintained by the city. To help save costs we have privatized our mowing services, and this area will be included in that contract.

**TOTAL ESTIMATED COST:** \$16,715.20

**COST SHARE REQUESTED:** \$8,357.60

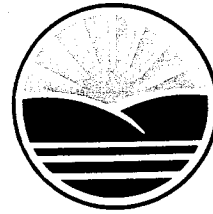
**SIGNATURE / TITLE:**

  
\_\_\_\_\_  
William McLarty, Mayor of South Sioux City, NE





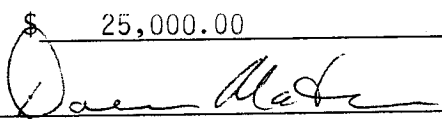
PAPIO-MISSOURI RIVER  
NATURAL  
RESOURCES  
DISTRICT



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

URBAN CONSERVATION ASSISTANCE PROGRAM

SPECIAL PROJECT REQUEST APPLICATION

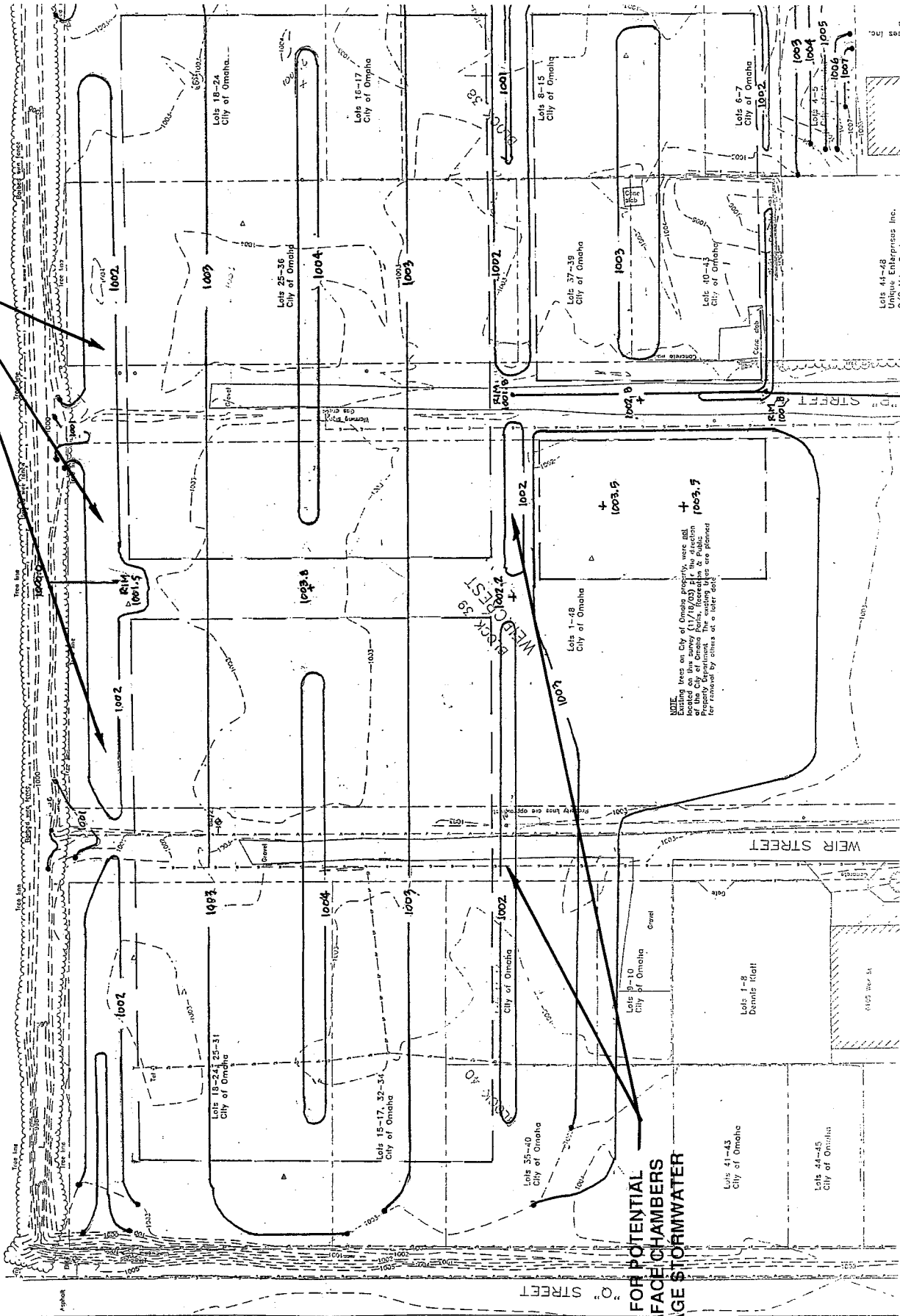
1. Date: February 25, 2004.
2. Project Name: Weircrest Soccer Complex
3. Project Sponsor: City of Omaha Parks, Recreation and Public Property Dept.  
Address: 1819 Farnam Street #701  
City/State/Zip Omaha, NE 68183
4. Contact Person: Paul Martin Title: Park Planner
5. Telephone: (402) 444-5943
6. Project Location: The project is located in the SE 1/4 section of 1-14-12, Weircrest Addition. The soccer complex is located in portions of lot 38,39 and 40.
7. Description of Problem: \* The site is in a floodplain, which limits many options for development. We are proposing to construct 5 soccer fields on the site, which will include stormwater management practices.
8. Proposed Solution: \* The site will be graded to have crowned fields with wide drainage channels to contain storm runoff. We are also considering the application of underground chambers to aid in the stormwater management of this site.
9. Total Estimated Cost: \$ 130,000.00.
10. Cost Share Request: \$ 25,000.00.
11. Signature/Title:  Administrator

- Attach additional sheets as necessary.

# LEGEND

- ▲ FIRE HYDRANT
- △ CONCRETE POINT
- STREET LIGHT POLE
- LIGHT POLE
- UTILITY BOX
- LOT PIN
- POST
- POWER POLE
- RAIL BOX
- STOP SIGN
- STREET SIGN
- TRAFFIC SIGNAL
- TRAFFIC SIGNAL WITH WEST ARM
- TRAFFIC SIGNAL
- POWER BOX
- TELEPHONE MANHOLE
- STORM MANHOLE
- CURB INLETS
- STUMP
- CASLINE MARKER
- GUY WIRE
- TREE LINE
- BUSH
- SHRUB
- DECIDUOUS TREE
- CONIFEROUS TREE
- GAS LINE
- OVERHEAD POWER
- POWER LINE
- UNDERGROUND TELE
- FIBER OPTIC LINE
- FENCE LINE
- STORM SEWER
- SANITARY SEWER

ARE OR POTENTIAL  
SUBSURFACE CHAMBERS  
TO MANAGE STORMWATER



AREAS FOR POTENTIAL  
SUBSURFACE CHAMBERS  
TO MANAGE STORMWATER

Lots 44-48  
City of Omaha

1005 INC.

# MEMORANDUM

**To:** Programs, Projects and Operations Subcommittee

**Re:** Interlocal Cooperative Act Agreement with Washington County –  
Missouri River Trail Surfacing.

**Date:** 5 April, 2004

**From:** Jim Becic, Environmental Coordinator

---

Washington County received \$2.8 million of Federal Funds (administered by the Nebraska Department of Roads (NDOR) to pave the approximately 5 miles of County Road 51, along the Missouri River between the Boyer Chute NWR and the Washington/Douglas county line. These funds included the ROW acquisition and design for an adjacent hiking/biking trail. During the bid opening for the road and trail, it was apparent that funding for the trail portion of the project was sufficient to include placing a crushed rock surface on the trail – but, not enough to include asphalt.

The County is holding approximately \$100,000 of the total Federal Funds available, as ‘contingency funds’ for unforeseen problems that might come up during road construction, but have indicated they would apply all of their remaining \$100,000 road ‘contingency funds’ towards the trail surfacing – after the county road is completed and all of the bills are paid. The NDOR is agreeable to this arrangement rather than returning any unused funds. The additional cost to hard surface the trail was \$172,000 (one of the original bid alternates) – approximately \$72,000 less than the total funds available if you include the County’s ‘contingency funds’.

The contractor (Western Engineering) has indicated that they are anxious and able to hard surface the trail as a part of the adjacent county road project for the original bid alternate estimate of \$172,000.

**It is the staff recommendation that the Projects, Programs and Operations Subcommittee Recommend to the Board that the General Manager be authorized to execute an Interlocal Cooperation Act Agreement between the Papio-Missouri River Natural Resources District and the County of Washington, Nebraska for the Surfacing of the Trail From Washington County Line to Boyer Chute subject to changes deemed necessary by the General Manager and approval as to form by the District Legal Counsel.**

\*\*\*\*\*

**INTERLOCAL COOPERATION ACT AGREEMENT**  
**BETWEEN**  
**PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT,**  
**AND**  
**THE COUNTY OF WASHINGTON, NEBRASKA**

---

**SURFACING OF TRAIL FROM WASHINGTON**  
**COUNTY LINE TO BOYER CHUTE**

---

**THIS AGREEMENT** (hereinafter referred to as “**THIS AGREEMENT**”) is made pursuant to the Nebraska Interlocal Cooperation Act, Sections 13-801 to 13-827 R.R.S. 1997, *et seq.*, by and among the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**, a subdivision of the State of Nebraska (hereinafter referred to as the “**NRD**”) and the **COUNTY OF WASHINGTON**, a subdivision of the State of Nebraska (hereinafter referred to as the “**COUNTY**”). The NRD and the COUNTY are hereinafter referred to individually as a “**PARTY**” and collectively as the “**PARTIES.**”

**WHEREAS**, the State of Nebraska Department of Roads (hereinafter referred to as “**NDOR**”) is administering a federal project (hereinafter referred to as the “**PROJECT**”) to pave the present gravel road that runs generally parallel to the Missouri River, between the COUNTY’S south line and the NRD’S Boyer Chute Project; and,

**WHEREAS**, the present design of the PROJECT also includes a bicycle/pedestrian trail (hereinafter referred to as “the **TRAIL**”), approximately five miles in length; with a crushed rock surface throughout its length; and,

**WHEREAS**, the PARTIES desire to request that the NDOR provide an asphalt surface for the TRAIL instead of a crushed rock surface, such an asphalt surface being

included in the plans and specifications for the PROJECT as a bid alternate design (hereinafter referred to as the “ASPHALT ALTERNATE”); and,

**WHEREAS**, the low bid received by NDOR for construction of the PROJECT with a crushed rock-surfaced TRAIL is approximately \$100,000 less than the federal funds available for the PROJECT; and,

**WHEREAS**, the NRD has requested that the TRAIL surfacing be changed and that the aforesaid approximately \$100,000 surplus be applied by the NDOR to the total cost of the ASPHALT ALTERNATE, estimated to be approximately \$172,000, with the NRD agreeing to pay the remaining cost of the ASPHALT ALTERNATE ,

**WHEREAS**, the PARTIES desire to set forth the terms of their agreement with respect to the ASPHALT ALTERNATE,

**NOW, THEREFORE, IN CONSIDERATION** of the foregoing recitals and their mutual covenants, the PARTIES hereby agree as follows:

1. **PURPOSE OF AGREEMENT.** The purpose of THIS AGREEMENT is to set forth terms under which the PROJECT and its components will be constructed and to specify the rights, duties and obligations of the PARTIES in connection therewith. The PROJECT will be undertaken without any separate legal entity being created.

2. **TERM AND TERMINATION.** The term of THIS AGREEMENT shall be one (1) year from and after the date of THIS AGREEMENT.

3. **COUNTY REQUEST.** The COUNTY shall immediately request of the NDOR that the ASPHALT ALTERNATE be adopted for the TRAIL design and that a change order be issued to the low bidder for construction of the PROJECT, ordering such contractor to construct the TRAIL according to the ASPHALT ALTERNATE.

4. **NRD’S PROJECT CONTRIBUTION.** If the TRAIL construction is changed by NDOR, as requested by the COUNTY, to include the ASPHALT ALTERNATE, the NRD shall contribute to NDOR, on its written demand, that part of

the NDOR'S cost of adopting the ASPHALT ALTERNATE that exceeds the Federal funds available for the PROJECT.

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

6. **APPLICABLE LAW.** In performing THIS AGREEMENT the PARTIES shall conform to all applicable state and federal laws, rules and regulations.

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

8. **TIME IS OF THE ESSENCE.** Time is expressly declared to be of the essence of THIS AGREEMENT.

9. **DEFAULT.** If the any PARTY fails to comply with any provision of THIS AGREEMENT after reasonable request for performance has been served on such party, the requesting PARTY may seek specific performance of THIS AGREEMENT upon written notice to the other PARTY.

10. **EFFECTIVE DATE AND TERM.** THIS AGREEMENT shall become effective upon its execution by the PARTIES, and shall be extend for the term hereof as set forth above.

11. **NOTICES.** Notices to the PARTIES provided for in THIS AGREEMENT shall be sufficient if sent by certified or registered mail, postage prepaid, addressed as follows:

To the NRD:

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

To the COUNTY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**IN WITNESS WHEREOF**

THIS AGREEMENT is executed by the NRD on \_\_\_\_\_, 2004

**PAPIO-MISSOURI RIVER NATURAL  
RESOURCES DISTRICT**

By \_\_\_\_\_  
**General Manager**

THIS AGREEMENT is executed by the COUNTY on \_\_\_\_\_, 2004

**COUNTY OF WASHINGTON, NEBRASKA**

By \_\_\_\_\_  
**Chairperson, Board of Commissioners**

**Attest:**

\_\_\_\_\_  
**County Clerk**

# MEMORANDUM

**To:** Programs, Projects and Operations Subcommittee  
**Re:** Wetland Reserve Enhancement Program (WREP) Funding Request  
**Date:** 4/05/2004  
**From:** Jim Becic

---

The Natural Resources Conservation Service (NRCS) is seeking a WREP approval for 18,800 acres of wetland/wildlife habitat restoration for the lower Missouri River below Sioux City. Of these 18,800 acres, 6,700 acres are in the Papio-Missouri River NRD. The total cost to implement this restoration effort – over the next three years is an estimated \$26 million.

Permanent Easements: \$20,360,000 (~ \$1,000 /acre)

Restorations: \$5,640,000 (~ 300/acre)

It is understood that if the NRCS were to acquire partners that will commit funds towards this habitat restoration effort in Nebraska, it would serve to strengthen the NRCS's funding request efforts. These efforts by the NRCS, if approved, will serve to dramatically enhance the District's long-standing efforts to restore fish and wildlife habitat within the Missouri River Corridor. The Lower Platte South and Nemaha Natural Resources Districts are both committed to this program with its goals of habitat restoration and are considering a joint application to the Nebraska Environmental Trust to fund \$50 per acre of these restoration costs.

**Therefore, it is the staff recommendation that the Programs, Projects and Operations Subcommittee support the Wetland Reserve Enhancement Program and recommend to the Board to approve a joint application to the Nebraska Environmental Trust with the Lower Platte South and Nemaha Natural Resources Districts, requesting funding for the habitat restoration efforts under the NRCS's Wetland Reserve Enhancement Program.**

\*\*\*\*\*



# MEMORANDUM

TO: Programs, Projects and Operations Subcommittee

FROM: Dick Sklenar

SUBJECT: Discussions with S.I.D. 296 Regarding Rural Water Service

DATE: April 7, 2004

Over the past several months, I have had a few discussions with representatives of Sanitary Improvement District 296 (located in northeast Douglas County) concerning the possibility of acquiring rural water service from the District's Washington County Rural Water System #1. The S.I.D. is comprised of about 1 dozen homes, and has one community well serving all of the residents. My last meeting with the S.I.D. Board was on April 6, 2004.

The S.I.D. would like to discontinue the use of their well. Although their current supply is plentiful, it is high in iron and manganese. Stricter EPA and State standards in recent years have also been a burden and concern.

The Washington County Rural Water system currently has a 6-inch water line just north of the county line (on 47<sup>th</sup> Street), and is capable of handling the needs of the residences of S.I.D. 296. Those residences lie east of 42<sup>nd</sup> Street (see attached map). It would be necessary to extend our distribution system about 1/2 of mile to make the connection. The S.I.D. has a 6 inch ductile iron main throughout the neighborhood that was constructed to meet Metropolitan Utilities District (M.U.D.) standards in the hope that someday a connection with M.U.D. would occur. This does not appear likely to happen, due to population density and the high cost of extending M.U.D.'s distribution system to serve the area in question. Some of the items that have been discussed, and agreed to by the S.I.D. are as follows:

1. The S.I.D. will pay for all construction costs to extend the NRD's distribution system.
2. The S.I.D. will pay for all engineering costs, miscellaneous administrative and overhead costs incurred by the NRD.
3. The S.I.D. will acquire all necessary easements for the project.
4. The S.I.D. will pay to replace meters for each residence.
5. The S.I.D. agrees to replace at their expense the barrel of all fire hydrants (currently they have a pumper nozzle).
6. M.U.D. capital facilities charges will be paid by the S.I.D.

Late last year, a leak detection survey was done by the Nebraska Rural Water Assoc. on the entire S.I.D. distribution system. One minor leak was found, and has been corrected. Otherwise the system is in sound shape.

Unless the Subcommittee objects, the District staff will move forward to developing an agreement with S.I.D. 296 to connect and take over their distribution network. Such an agreement may be presented to the Subcommittee in May or June of this year.



# Memorandum

**To:** Programs, Projects & Operation Subcommittee  
**From:** Paul Woodward, Water Resources Engineer  
**Date:** April 6, 2004  
**Re:** Amendment to Cole Creek Inter-Local Agreement

---

On July 7, 2004, the Board of Directors approved the Cole Creek Flood Mitigation Program Inter-Local Agreement with the City of Omaha which enabled the District to cost-share up to \$1 million over a six-year period with the City to purchase flood-prone properties, replace existing culverts at specific crossings, and enhance the stability of the channel. In the meantime, the City has retained federal funding from FEMA to assist in the purchase of properties as ranked in a benefit/cost comparison and has acquired 27 out of 48 possible homes for a total cost of \$3,105,553.74 (see attached table). FEMA grants have accounted for nearly 75% of this total, or \$2.25 million. However, the purchase of these 27 properties has exhausted the funding available from federal and state sources, and there are still 7 properties owners at the bottom of the list who did not get a chance to receive an offer from the City.

The District currently has funding budgeted to purchase flood-prone properties within Douglas and Sarpy County. As such, District and Omaha Public Works staffs have discussed the possibility of amending the existing agreement to provide additional funding from the District in order to acquire the remaining 7 properties. Proposed revisions to the agreement are shown in the enclosed draft amendment. The changes reflect a proposed cost-share between the City and the NRD of 12.5% and 87.5% respectively for expenses incurred by the City to purchase the remaining properties without assistance from federal or state funds. Therefore, under this amendment, the District would reimburse the City 87.5% of the cost to purchase, demolish, and relocate tenants up to a maximum of \$400,000 in both fiscal years 2005 and 2006, which is an increase of \$200,000 over current NRD allocations. These additional funds would not apply to cost incurred by the City for culvert replacements or channel improvements.

In conclusion, additional funds are needed to purchase flood-prone properties along Cole Creek in order to complete the buyout program currently being implemented by the City of Omaha. Proposed amendments made to the existing Interlocal Agreement with the City would allow the NRD to provide available Floodway Purchase Program funding for this purpose.

Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute the Amended Cole Creek Flood Mitigation Program Agreement with the City of Omaha for a maximum cost share of \$1,400,000 over six years, subject to changes as deemed necessary by the General Manager and to approval as to form by District Legal Council.

# COLE CREEK FLOOD MITIGATION PROJECT COSTS

OWNER	ADDRESS	ACQUISITION	MOVING ALLOWANCE	ACQUISITION +MOVING	RELOCATION	DEMO	FEMA SHARE	CITY SHARE	NRD SHARE
Les and Jo Rosenthal	7719 Lake Street	145,753.00	5250.00	151,003.00		5,000.00	113,064.75	21,469.13	21,469.13
Harry and Helen Stutzman	1206 Maenner Drive	80,980.93		80,980.93	6,215.00	5,525.00	69,540.70	11,590.12	11,590.12
Mark and Chloris Edwards	6781 Military Avenue	90,738.91	5,250.00	95,988.91		2,163.00	69,676.43	14,237.74	14,237.74
Brian and Lori Kelly	1228 Maenner Drive	116,194.27	5,250.00	121,444.27		5,990.00	91,638.20	17,898.03	17,898.03
Erika and Thomas Priestino	7726-7728 Western Avenue	116,250.06		116,250.06	12,430.00	4,925.00	100,203.80	16,700.63	16,700.63
Karen A. Halpenny	6785 Military Avenue	90,925.25	5,250.00	96,175.25		4,325.00	71,437.69	14,531.28	14,531.28
Emily Morton	1216 Maenner Drive	110,957.50	5,250.00	116,207.50		5,870.00	87,620.63	17,228.44	17,228.44
John and Janet Calvin	1222 Maenner Drive	82,975.60	5,250.00	88,225.60		3,958.00	65,200.20	13,491.70	13,491.70
Philip and Mary Brown	524 North 77 <sup>th</sup> Circle	131,075.70	5,250.00	136,325.70		5,320.00	102,296.78	19,674.46	19,674.46
Edrun and Deborah Boyer	2421 Benson Gardens Blvd	120,761.49	5,250.00	126,011.49		-210.00	90,413.62	17,693.94	17,693.94
Marie D. Burnett	505 North 77 <sup>th</sup> Avenue	93,939.10	5,250.00	99,189.10		5,050.00	74,241.83	14,998.64	14,998.64
Pamaela Ruth Kortus	506 North 77 <sup>th</sup> Avenue	95,916.46	5,250.00	101,166.46		3,957.00	74,905.10	15,109.18	15,109.18
Florence F. Baum	510 North 77 <sup>th</sup> Avenue	95,700.52		95,700.52		4,680.00	75,285.39	12,547.57	12,547.57
Robert and Marilyn Whitsitt	1817 Cole Creek Drive	104,873.48		104,873.48	6,845.00	6,000.00	88,288.86	14,714.81	14,714.81
Rosarie and Dwayne Lauver	1825 Cole Creek Drive	105,695.35	5,250.00	110,945.35		6,000.00	83,771.51	16,586.92	16,586.92
Brian D. O'Malley	1302 Maenner Drive	92,828.51	5,250.00	98,078.51		5,220.00	73,536.38	14,881.06	14,881.06
Opal A. Peters	502 North 77 <sup>th</sup> Avenue	90,796.90	5,250.00	96,046.90		6,000.00	72,597.68	14,724.61	14,724.61
Leonard and Kathy Graham	3907 North 70 <sup>th</sup> Circle	75,647.46	5,250.00	80,897.46		6,000.00	61,235.60	12,830.93	12,830.93
Peggy Dahr	830 North 77th Street	100,630.50	5,250.00	105,880.50		6,000.00	79,972.88	15,953.81	15,953.81
Thelma B. Pilege	826 North 77 <sup>th</sup> Street	100,640.50	5,250.00	105,890.50		6,000.00	79,980.38	15,955.06	15,955.06
Evelyn L. Dickinson	7762-64 Seward Street	129,941.75	5,250.00	135,191.75	6,530.00	6,000.00	106,853.81	20,433.97	20,433.97
Brian D. Crossan	517 No. 77th Ave	115,660.50	5,250.00	120,910.50		6,000.00	91,245.38	17,832.56	17,832.56
Karen A. Reynolds	1813 Cole Creek	95,615.50	5,250.00	100,865.50		6,000.00	76,211.63	15,326.94	15,326.94
Richard & Nancy Ayer	1009 Cole Creek Dr.	103,712.00		103,712.00		6,000.00	82,284.00	13,714.00	13,714.00
Terrence and Jeanette Doukas	523 No. 77th Cir.	134,729.50	5,250.00	139,979.50		6,000.00	105,547.13	20,216.19	20,216.19
Paul Joseph Scherer, Jr.	7304 Wirt Cir.	81,590.00	5,250.00	86,840.00		6,000.00	65,692.50	13,573.75	13,573.75
APPRAISAL COSTS		\$ 15,775.00					11,831.25	1,971.88	1,971.88
					TOTALS to 3/12/04		\$ 2,164,574.06	\$ 415,887.34	\$ 415,887.34
					PROJECT TOTAL 3/12/04		\$ 2,996,348.74		
Henry Heistand	2427 Benson Gardens Blvd.	103,000.00		103,000.00	6,205.00		81,903.75	13,650.63	13,650.63
							\$ 2,246,477.81	\$ 429,537.97	\$ 429,537.97
Demo costs highlighted in yellow are projected costs									
					PROJECT TOTAL 3/12/04		\$ 3,105,553.74		

# Memorandum

**To:** Programs, Projects & Operation Subcommittee  
**From:** Paul Woodward, Water Resources Engineer  
**Date:** April 9, 2004  
**Re:** Addendum to Cole Creek Inter-Local Agreement

---

At a meeting on April 9, 2004, District and Omaha Public Works staffs further discussed the possibility of amending the existing Cole Creek Inter-Local Agreement to provide additional funding from the District in order to acquire additional flood-prone properties along Cole Creek. It was decided that the proposed amendment to the Interlocal Agreement as outlined in my attached April 6, 2004 memorandum would best be accomplished by an addendum to the agreement.

Therefore, the enclosed First Addendum was drafted and reflects the same proposed additional cost-share between the City and the NRD of \$200,000 over current NRD allocations per year in 2004 and 2005. These additional funds would be available to reimburse the City for 50% of all costs incurred during the following year as well as assist the City in helping fund the purchase of the remaining 7 properties next year without federal grant funding.

In conclusion, additional funds are needed to purchase flood-prone properties along Cole Creek in order to complete the buyout program currently being implemented by the City of Omaha. The attached addendum to the existing Interlocal Agreement with the City would allow the NRD to provide available Floodway Purchase Program funding for this purpose.

Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute the First Addendum to the Cole Creek Flood Mitigation Program Agreement with the City of Omaha for a maximum cost share of \$1,400,000 over six years, subject to changes as deemed necessary by the General Manager and to approval as to form by District Legal Council.

**FIRST ADDENDUM TO  
INTERLOCAL COOPERATION ACT AGREEMENT  
Between  
THE CITY OF OMAHA, NEBRASKA  
And  
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT  
For  
COLE CREEK FLOOD MITIGATION PROGRAM**

**THIS FIRST ADDENDUM** (hereinafter referred to as "this ADDENDUM") amends Paragraph No. 23 of the Agreement dated as of \_\_\_\_\_, 2002 (hereinafter referred to as this "**AGREEMENT**") entered in by and between the **CITY OF OMAHA, NEBRASKA** (hereinafter referred to as the "**CITY**") and the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (hereinafter referred to as the "**NRD**").

1. Said Paragraph 23 is amended as follows, to-wit:

**23. COST-SHARING.** As its contribution towards the CITY'S outlays to third parties, other than the CITY'S own personnel, for the costs of design, land, easements and rights-of-way, administration, construction, operation, maintenance, repair, replacement and regulation of the MITIGATION PROGRAM and its separate components (hereinafter referred to as "the **PROGRAM COSTS**"), and subject to the limitations hereinafter provided, the NRD shall pay to the CITY on the first day of June in each of the years 2003, 2004, 2005, 2006, 2007 and 2008 an annual installment payment equal to fifty percent (50%) of the total amount actually expended by the CITY during the preceding calendar year for PROGRAM COSTS (other than expenditures which are paid or reimbursed by federal or state grant programs or by ABUTTING LANDOWNERS, or recouped by sale of structures and other property in the STUDY AREA acquired by the CITY during the course of administering the MITIGATION PROGRAM); provided, however, the payments due on the first day of June in the years 2004 and 2005 shall not exceed FOUR HUNDRED THOUSAND DOLLARS (\$400,000), each, the payments due on the first day of June in the years 2004, 2005, 2006 and 2007 shall not exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000), each, and the payments due on the first day of June in the years 2003 and 2008 shall not exceed

ONE HUNDRED THOUSAND DOLLARS (\$100,000), each, each such annual installment to be payable without interest prior to said installment becoming due; and, provided further, the total of the contributions due to the CITY pursuant to this AGREEMENT shall not in any case exceed ONE MILLION FOUR HUNDRED THOUSAND DOLLARS ~~(\$1,000,000.00)~~ (\$1,400,000.00); ~~and, the~~. The CITY shall be solely responsible for the payment of all remaining PROGRAM COSTS and other costs of the MITIGATION PROGRAM in any calendar year without NRD contribution. At least 30 days and not more than 120 days prior to the date an annual installment payment is due to the CITY pursuant to this AGREEMENT, the CITY shall send a written invoice to the General Manager of the NRD itemizing the PROGRAM COSTS from the preceding calendar year for which NRD contribution is sought under this AGREEMENT. Grants or contributions made by third parties to the CITY for PROGRAM COSTS, other than federal or state grants and the contributions of ABUTTING LANDOWNERS, shall not be deemed to offset or diminish the NRD'S obligations under this AGREEMENT.

2. Except as amended by this ADDENDUM, the AGREEMENT is ratified and confirmed in all respects.

IN WITNESS WHEREOF,

The CITY has executed this ADDENDUM on \_\_\_\_\_, 2004.

**THE CITY OF OMAHA, NEBRASKA**

By \_\_\_\_\_  
**Public Works Director**

The NRD has executed this ADDENDUM on \_\_\_\_\_, 2004.

**PAPIO-MISSOURI RIVER NATURAL  
RESOURCES DISTRICT**

By \_\_\_\_\_  
**General Manager**

**AMENDED**  
**INTERLOCAL COOPERATION ACT AGREEMENT**  
**Between**  
**THE CITY OF OMAHA, NEBRASKA**  
**And**  
**PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**  
**For**  
**COLE CREEK FLOOD MITIGATION PROGRAM**

---

**THIS AGREEMENT** (hereinafter referred to as this “**AGREEMENT**”) is entered into by and between the **CITY OF OMAHA, NEBRASKA** (hereinafter referred to as the “**CITY**”) and the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (hereinafter referred to as the “**NRD**”), and is made pursuant to the authority provided in the Nebraska Interlocal Cooperation Act (§§13-801, R.R.S., 1943, et seq.).

*RECITALS*

**WHEREAS**, flooding and flood-related damage have been common occurrences in the floodplain of the 3-mile portion of Cole Creek extending from its Military Avenue crossing downstream to its confluence with the Little Papillion Creek (the “**STUDY AREA**”), all in the **CITY**; and,

**WHEREAS**, using a grant obtained from the Federal Emergency Management Agency (“**FEMA**”) through its Hazard Mitigation Grant Program, the **CITY** employed Kirkham Michael Consulting Engineers (“**KMA**”) to perform a flood hazard mitigation study (the “**STUDY**”) for the **STUDY AREA**, and publish a report of the **STUDY** entitled “Cole Creek Flood Damage Mitigation Study, April 2002 (the “**STUDY REPORT**”); and,



**WHEREAS**, in performing the STUDY, KMA updated the hydraulic model of Cole Creek, evaluated structural and non-structural alternatives, provided probable cost estimates associated with each alternative, and provided recommendations for mitigating potential flood damage to homes, businesses and roadways within the STUDY AREA; and,

**WHEREAS**, flood hazard mitigation projects that the STUDY found feasible in the STUDY AREA included, without limitation,

1. Replacement of existing culverts with construction of new bridges at the locations where Cole Creek crosses Military Avenue, Pratt Street, 72<sup>nd</sup> Street, Hillside Drive, Seward Street and Western Avenue (all hereinafter referred to collectively as the “**CULVERT REPLACEMENT PROJECT**”);

2. Voluntary purchase and removal from the STUDY AREA of existing private dwellings and other structures that are subject to recurring flood damage, and conversion of the sites thereof to uses which are non-insurable under the Flood Insurance Act (all hereinafter referred to collectively as the “**FLOODPLAIN PURCHASE PROGRAM**”); and,

3. Clearing of trees, brush and other debris from, and performing minor bank-shaping along, various reaches of the Cole Creek channel in the STUDY AREA (all hereinafter referred to collectively as the “**CHANNEL CLEARING PROJECT**”) to reduce the potential for debris collection at crossings, and other locations, and the artificially-high water surface elevations that result from this condition; and,

**WHEREAS**, the parties desire to establish the COLE CREEK FLOOD MITIGATION PROGRAM (hereinafter referred to as the “**MITIGATION PROGRAM**”), for the purpose of carrying out the CULVERT REPLACEMENT PROJECT, the FLOODPLAIN PURCHASE PROGRAM and the CHANNEL CLEARING PROJECT, all in the STUDY AREA,

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

**1. APPROVAL OF STUDY REPORT.** The parties hereby approve the STUDY REPORT and agree that it indicates the necessity for their establishment of the MITIGATION PROGRAM.

**2. MITIGATION PROGRAM PARTICIPANTS.** The MITIGATION PROGRAM shall be a joint undertaking by and between the NRD and the CITY pursuant to the Nebraska Interlocal Cooperation Act, without a separate entity being created, and the duties and responsibilities of the parties shall be as defined by this AGREEMENT.

*CULVERT REPLACEMENT PROJECT*

**3. ESTABLISHMENT OF CULVERT REPLACEMENT PROJECT.** The parties do hereby establish the CULVERT REPLACEMENT PROJECT, a component of the MITIGATION PROGRAM which the parties hereby find and determine will be of general benefit to the CITY and the NRD, with only an incidental special benefit, and pursuant to which the CITY will replace existing culverts with new bridges at certain street crossings of Cole Creek in the STUDY AREA.

**4. ADMINISTRATION OF CULVERT REPLACEMENT PROJECT.** The CITY shall be responsible for administering the CULVERT REPLACEMENT PROJECT, which shall include the following:

a. The CITY shall prepare, execute and file with appropriate federal and state agencies such proposals and grant applications, and documents related thereto, as the CITY determines necessary for purposes of the CULVERT REPLACEMENT PROJECT; and,

b. The CITY shall employ and compensate appraisers, title searchers, title insurers, surveyors, engineers, attorneys, demolition contractors, and other persons, firms and corporations, and pay such other expenses, as the CITY determines

necessary, to accomplish the CULVERT REPLACEMENT PROJECT pursuant to this AGREEMENT.

**5. DESIGN OF CULVERT REPLACEMENT PROJECT.** Within the limits of funds appropriated by the CITY for such purpose, the CITY shall retain licensed professional engineering consultants approved by the General Manager of the NRD (hereinafter referred to as “the **ENGINEERS**”), which approval shall not be withheld or delayed unreasonably, to design the CULVERT REPLACEMENT PROJECT, prepare plans and specifications and contract documents as necessary for the CULVERT REPLACEMENT PROJECT, and administer construction, operation and maintenance of the CULVERT REPLACEMENT PROJECT.

**6. CULVERT REPLACEMENT PROJECT DESIGN CRITERIA.** The plans and specifications for construction of the CULVERT REPLACEMENT PROJECT shall be created in accordance with written design standards furnished by the ENGINEERS and approved by the City Engineer of the CITY and by the General Manager of the NRD, which approvals shall not be withheld or delayed unreasonably.

**7. APPROVAL OF CULVERT REPLACEMENT PROJECT PLANS AND SPECIFICATIONS.** Preliminary and final plans and specifications prepared by the ENGINEERS for the CULVERT REPLACEMENT PROJECT shall be subject to the written approval of the City Engineer of the CITY and the General Manager of the NRD, which approvals shall not be withheld or delayed unreasonably.

**8. BIDS FOR CULVERT REPLACEMENT PROJECT CONSTRUCTION.** Following preparation and approval of final plans and specifications for construction of the CULVERT REPLACEMENT PROJECT, the CITY shall solicit, receive and open competitive sealed bids for construction of the CULVERT REPLACEMENT PROJECT. Within a reasonable time after CITY receipt and opening of such bids for construction of the CULVERT REPLACEMENT PROJECT, the CITY shall deliver a summary of all such bids to the General Manager of the NRD, together with the

identification by the CITY of the bidder which the CITY determines is the lowest and best bidder. In the absence of good cause to the contrary being shown by the NRD, the CITY shall accept such bidder's bid and shall award to such bidder the contract to construct the CULVERT REPLACEMENT PROJECT.

**9. CULVERT REPLACEMENT PROJECT CONSTRUCTION.** The CITY, through its contractor, shall construct the CULVERT REPLACEMENT PROJECT in accordance with the approved plans and specifications, including the relocation of any utilities or appurtenant highway facilities that are determined to interfere with construction, operation, or maintenance of the CULVERT REPLACEMENT PROJECT.

**10. CULVERT REPLACEMENT PROJECT OPERATION AND MAINTENANCE.** After completion of construction of the CULVERT REPLACEMENT PROJECT and CITY acceptance of the same from the CITY'S contractor, the CITY shall permanently operate, maintain, repair, replace and regulate the CULVERT REPLACEMENT PROJECT, as the CITY in its discretion determines necessary, at the CITY'S sole cost and expense and in accordance with applicable and generally accepted engineering practices.

#### *FLOODPLAIN PURCHASE PROGRAM*

**11. THE FLOODPLAIN PURCHASE PROGRAM.** The parties hereby establish the FLOODPLAIN PURCHASE PROGRAM, a component of the MITIGATION PROGRAM which the parties hereby find and determine will be of general benefit to the CITY and the NRD, with only an incidental special benefit, pursuant to which ownership of private dwellings and other structures now existing in the STUDY AREA will be purchased by the CITY in voluntary transactions, pursuant to which such dwellings and other structures will be demolished or otherwise removed from the STUDY AREA, and pursuant to which the land now occupied by such dwellings and other structures will be converted to uses which are not insurable under the flood insurance programs administered by FEMA, .

## **12. ADMINISTRATION OF FLOODPLAIN PURCHASE PROGRAM.**

The CITY shall be responsible for administering the FLOODPLAIN PURCHASE PROGRAM, which shall include the following:

a. The CITY shall acquire, by voluntary purchase and sale, such real estate and interests therein, including leaseholds, as the CITY determines necessary or convenient in order to obtain removal of private dwellings and other structures now located in the STUDY AREA, which presently are eligible for disaster assistance, flood damage insurance and other benefits under federal disaster assistance and flood insurance programs, and shall make such payments in respect to such acquisitions as the CITY determines necessary or convenient;

b. The CITY shall prepare, execute and file with appropriate federal and state agencies such proposals and grant applications, and documents related thereto, as the CITY determines necessary for purposes of the FLOODPLAIN PURCHASE PROGRAM;

c. The CITY shall employ and compensate appraisers, title searchers, title insurers, surveyors, engineers, attorneys, demolition contractors, and other persons, firms and corporations, and pay such other expenses, as the CITY determines necessary, to administer the FLOODPLAIN PURCHASE PROGRAM pursuant to this Agreement; and,

d. The CITY shall execute on its own behalf such contracts, applications, and other documents as the CITY determines necessary to administer the FLOODPLAIN PURCHASE PROGRAM pursuant to this Agreement.

### *CHANNEL CLEARING PROJECT*

**13. ESTABLISHMENT OF CHANNEL CLEARING PROJECT.** The parties hereby establish the CHANNEL CLEARING PROJECT, which the parties hereby find and determine will be of general benefit to the CITY and the NRD, with only an

incidental special benefit, and pursuant to which the CITY, with the assistance of owners of lands abutting the Cole Creek channel (hereinafter referred to as “ABUTTING LANDOWNERS”) in the STUDY AREA, will clear trees, brush and other debris from, and perform minor bank-shaping along, various reaches of the Cole Creek channel in the STUDY AREA.

**14. ADMINISTRATION OF CHANNEL CLEARING PROJECT.** The CITY shall be responsible for administering the CHANNEL CLEARING PROJECT, which shall include the following:

a. The CITY shall prepare, execute and file with appropriate federal and state agencies such proposals and grant applications, and documents related thereto, as the CITY determines necessary for purposes of the CHANNEL CLEARING PROJECT; and,

b. The CITY shall employ and compensate appraisers, title searchers, title insurers, surveyors, engineers, attorneys, demolition contractors, and other persons, firms and corporations, and pay such other expenses, as the CITY determines necessary, to accomplish the CHANNEL CLEARING PROJECT pursuant to this AGREEMENT.

**15. SCOPE OF CHANNEL CLEARING PROJECT.** The CITY, with the approval of the NRD, shall designate the various reaches of the Cole Creek channel in the STUDY AREA that will be subject to the CHANNEL CLEARING PROJECT. A reach may be so designated as part of the CHANNEL CLEARING PROJECT if the ABUTTING LANDOWNERS along such reach provide to the CITY, without cost, all permanent easement rights-of-way necessary for, and at least twenty percent (20%) of the original construction contract cost of, clearing trees, brush and other debris from, and performing minor bank-shaping along, such reach adjacent to such land. The City will require permanent drainage and access easements for all improvements.

**16. DESIGN OF CHANNEL CLEARING PROJECT.** Within the limits of funds appropriated by the CITY for such purpose, the CITY shall prepare plans and specifications and contract documents as necessary for any contract work to be obtained or permanent improvements to be constructed as a part of the CHANNEL CLEARING PROJECT, and shall obtain such contract and volunteer assistance as may be required for performance and maintenance of the CHANNEL CLEARING PROJECT.

**17. CHANNEL CLEARING PROJECT DESIGN CRITERIA.** The plans and specifications for any contract work to be obtained or permanent improvements to be constructed as a part of the CHANNEL CLEARING PROJECT shall be drawn in accordance with design standards approved by the City Engineer of the CITY and by the General Manager of the NRD, which approvals shall not be withheld or delayed unreasonably.

**18. APPROVAL OF CHANNEL CLEARING PROJECT PLANS AND SPECIFICATIONS.** Preliminary and final plans and specifications for any contract work to be obtained or permanent improvements to be constructed as a part of the CHANNEL CLEARING PROJECT shall be subject to the written approval of the City Engineer of the CITY and the General Manager of the NRD, which approvals shall not be withheld or delayed unreasonably.

**19. BIDS FOR CONSTRUCTION OF CHANNEL CLEARING PROJECT.** Following preparation and approval of final plans and specifications for any contract work to be obtained or permanent improvements to be constructed as a part of the CHANNEL CLEARING PROJECT the CITY may let such work to the contractor that the CITY determines is the lowest and best bidder.

**20. CHANNEL CLEARING PROJECT CONSTRUCTION.** The CITY, through its contractor, shall construct any permanent improvements to be constructed as a part of the CHANNEL CLEARING PROJECT in accordance with the approved plans and specifications.

**21. CHANNEL CLEARING PROJECT OPERATION AND MAINTENANCE.** After completion of construction of any permanent improvements to be constructed as a part of the CHANNEL CLEARING PROJECT, the CITY shall operate, maintain, repair, replace and regulate such improvements, as the CITY in its discretion determines necessary, at the CITY'S sole cost and expense and in accordance with applicable and generally accepted engineering practices.

*GENERAL PROVISIONS*

**22. LAND ACQUISITION.** Land, easements and rights-of-way, which the CITY determines are necessary for the administration, construction, operation and maintenance of the MITIGATION PROGRAM and its separate components, shall be obtained by the CITY, which shall hold title thereto. The CITY, at the CITY'S sole cost and expense, shall maintain or dispose of such land, easements and rights-of-way in such manner and at such times as the CITY determines necessary or convenient, for uses and purposes consistent with this AGREEMENT, and shall be entitled to all rents and profits therefrom.

**23. COST-SHARING.** As its contribution towards the CITY'S outlays to third parties, other than the CITY'S own personnel, for the costs of design, land, easements and rights-of-way, administration, construction, operation, maintenance, repair, replacement and regulation of the MITIGATION PROGRAM and its separate components (hereinafter referred to as "the **PROGRAM COSTS**"), and subject to the limitations hereinafter provided, the NRD shall pay to the CITY on the first day of June in each of the years 2003, 2004, 2005, 2006, 2007 and 2008 an annual installment payment equal to fifty percent (50%) of the total amount actually expended by the CITY during the preceding calendar-year for PROGRAM COSTS (other than expenditures which are paid or reimbursed by federal or state grant programs or by ABUTTING LANDOWNERS, or recouped by sale of structures and other property in the STUDY AREA acquired by the CITY during the course of administering the MITIGATION PROGRAM); but, if during



such preceding year federal or state grants are not available for the FLOODPLAIN PURCHASE PROGRAM, the NRD shall pay to the CITY eighty-seven and one-half percent (87.5%) of the total amount actually expended by the CITY during such preceding year for such PROGRAM COSTS of the FLOODPLAIN PURCHASE PROGRAM; provided, however, the payments due on the first day of June in the years 2004 and 2005 shall not exceed FOUR HUNDRED THOUSAND DOLLARS (\$400,000), each, the payments due on the first day of June in the years 2004, 2005, 2006 and 2007 shall not exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000), each, and the payments due on the first day of June in the years 2003 and 2008 shall not exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000), each, each such annual installment to be payable without interest prior to said installment becoming due; and, provided further, the total of the contributions due to the CITY pursuant to this AGREEMENT shall not in any case exceed ONE MILLION FOUR HUNDRED THOUSAND DOLLARS ~~(\$1,000,000.00)~~ (\$1,400,000.00); and, the The CITY shall be solely responsible for the payment of all remaining PROGRAM COSTS and other costs of the MITIGATION PROGRAM ~~in any calendar year~~ without NRD contribution. ~~At least 30 days and not more than 120 days prior~~ Prior to the date an annual installment payment is due to the CITY pursuant to this AGREEMENT, the CITY shall send a written invoice to the General Manager of the NRD itemizing the PROGRAM COSTS from the preceding ~~calendar~~ year for which NRD contribution is sought under this AGREEMENT. Grants or contributions made by third parties to the CITY for PROGRAM COSTS, other than federal or state grants and the contributions of ABUTTING LANDOWNERS, shall not be deemed to offset or diminish the NRD'S obligations under this AGREEMENT.

**24. RISK OF LOSS.** The CITY shall, as between the parties hereto, have and bear the sole risk of loss of or damage to any and all MITIGATION PROGRAM components, whether such loss or damage results from flood or other casualty whatsoever.

**25. INDEMNIFICATION.** Except as otherwise provided herein, the CITY shall defend and indemnify the NRD, and hold the NRD harmless, (1) from and against any and all PROGRAM COSTS and other costs of the MITIGATION PROGRAM; (2) from and against any and all claims, demands, causes of action, costs and expenses, including court costs and attorneys fees, for personal injuries or property damages in whole or in part arising out of or caused by the actions or inactions of the CITY, its employees, officers, contractors and agents in the design, administration, acquisition of rights-of-way, construction, operation, maintenance, repair, replacement and regulation of or for the MITIGATION PROGRAM, excepting costs and expenses relating to actions or inactions of the NRD; and, (3) from and against all claims, demands, causes of action, costs and expenses, including without limitation costs of investigations, court costs and attorneys fees, arising from the introduction or presence in or on any MITIGATION PROGRAM lands, easements or rights-of-way of any material or substance listed, defined, designated or otherwise regulated as hazardous, toxic, radioactive or dangerous under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA"), 42 U.S.C. Sections 9601-9675, or under any other federal, state or local law, rule, regulation, ordinance, code or order now in effect or hereafter enacted to protect the environment; and, from and against any and all costs and expenses of clean-up and response with respect to any such materials or substances in or on any MITIGATION PROGRAM lands, easements and rights-of-way, and also including, without limitation, costs of any studies and investigations necessary to determine an appropriate response to any contamination on the MITIGATION PROGRAM lands, easements and rights-of-way, but excepting costs and expenses relating to any such substances or materials introduced by the NRD or its employees, officers, contractors or agents.

**26. EFFECTIVE DATE.** This AGREEMENT shall be in force and effect from and after its execution by the parties hereto.

**27. TERM.** This AGREEMENT shall have permanent duration.

**28. NON-DISCRIMINATION.** Any contract awarded or executed for work pursuant to this AGREEMENT, or any addenda thereto, shall incorporate therein the equal employment provisions which are contained in a document attached hereto and incorporated herein as Exhibit “A” to this AGREEMENT, if any. The parties hereto 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.

**29. APPLICABLE LAW.** Each party to this AGREEMENT shall follow all statutes, both federal and state, together with all existing CITY ordinances as may be applicable, 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.

**30. SEVERABILITY.** In the event any portion of this AGREEMENT is held invalid or unenforceable for any reason, it is agreed that any such invalidity or unenforceability shall not affect the remainder of this AGREEMENT and the remaining provisions shall remain in full force and effect, and any court of competent jurisdiction may so modify any objectionable provision of this AGREEMENT so as to render it valid, reasonable, and enforceable.

**31. CAPTIONS.** Captions used in this AGREEMENT are for convenience and not for use in the construction of this AGREEMENT.

**32. LIMITED PARTIES** This agreement is between only the parties hereto. No third party beneficiaries are recognized in or protect by the terms of this AGREEMENT.

**IN WITNESS WHEREOF,** the parties have executed this AGREEMENT pursuant to authorizing resolutions duly adopted at regularly-called meetings of their governing bodies.

The CITY has executed this AGREEMENT on \_\_\_\_\_,  
~~2002~~2004.

**THE CITY OF OMAHA, NEBRASKA**

**Attest:**

By \_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**City Clerk**

The NRD has executed this AGREEMENT on \_\_\_\_\_,  
~~2002~~2004.

**PAPIO-MISSOURI RIVER NATURAL  
RESOURCES DISTRICT**

By \_\_\_\_\_  
**General Manager**