

**Programs, Projects & Operations  
Subcommittee Meeting**

**June 9, 2009**

**6:40 p.m.**

**(Or immediately following the Ad Hoc Subcommittee meeting)**

**Agenda**

**Programs, Projects & Operations:**

John Conley, Chairman  
Rich Tesar, Vice-Chairman  
David Klug  
Rick Kolowski  
John Schwope

**Alternate Members:** Fred Conley  
Tim Fowler

**Staff Liaison:** Gerry Bowen  
Martin Cleveland  
Amanda Grint  
Ralph Puls \*  
Dick Sklenar

1. Meeting Called to Order – Chairperson John Conley
2. Notification of Open Meetings Act Posting and Announcement of Meeting Procedure – Chairperson John Conley
3. Quorum Call
4. Adoption of Agenda
5. Proof of Publication of Meeting Notice
6. Review and Recommendation on Papillion Creek Watershed Partnership Interlocal Agreement – Amanda Grint
7. Review and Recommendation on Second Amendment to Ice Jam Contract – Amanda Grint
8. Review and Recommendation for the Issuance of an Immediate and Temporary Stay on the Construction of New Water Wells and the Expansion of Groundwater Irrigated Acres – Brian Henkel
9. Review and Recommendation on Vegetation Grinding Contract for Lower Platte Weed Management Program – John Winkler
10. Update on Washington County Flood Mapping – Lori Laster
11. Adjourn

## Memorandum

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

**Re:** Papillion Creek Watershed Partnership Interlocal Agreement

**Date:** June 1, 2009

**From:** Amanda Grint, Water Resources Engineer

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The current interlocal agreement for the Papillion Creek Watershed Partnership expires on June 30, 2009. This five year agreement has involved a large effort to complete the Stage IV Study and to plan and recommend to the Partnership communities a Watershed Management Plan, Implementation Plan and Stormwater Policies. These recommendations are included in the attached interlocal agreement to continue the Papillion Creek Watershed Partnership for another five year term.

Enclosed as exhibits to the interlocal agreement are the Watershed Management Plan, Implementation Plan, Stormwater Management Plan (NPDES permit), and Stormwater Policies. These are all integral parts to the interlocal agreement and outline the recommendations of the Partnership for water quality and flood control.

This interlocal agreement commits the District to certain responsibilities and funding over the next several years. In particular, funding for the Implementation Plan, projects to be completed in the years 2011-2013, include two regional detention basins and five water quality basins. The location of all these sites within the watershed is shown in Exhibit F of the interlocal agreement. In order to fund the capital costs (including land rights) of these projects, the stormwater policies include a responsibility of the jurisdictional entity, excluding those which only utilize Maximum LID within their jurisdictional limits, to collect a fee from developers. These fees (private) were designed to account for approximately 1/3 of the total estimated costs. The remaining 2/3 of the costs (public) would need to be funded by the Papio NRD. Through provisions in the enclosed interlocal agreement, the District would agree to support the proposed plans and policies and expend the fees collected by the municipalities or counties only on the capital costs needed to construct the proposed Implementation Plan projects. The estimated costs of the Implementation Plan are \$134 million dollars.

The Papio NRD is asked again to be the Administering Agent for the Papillion Creek Watershed Partnership. However, the Administering Agent duties were revised to include recording the meetings, setting meetings for one year in advance, and posting an agenda listing action items at least 10 days prior to meetings.

Significant changes were also made to the Executive Committee section of the agreement. The section has been revised to reflect the following items:

- Each entity will designate one representative for the Executive Committee.
- Each representative will have one vote.

- There will be a 30 day notice for any action items requiring a vote in order to allow each representative to obtain guidance from his/her governing authority.
  - A quorum (at least 50% of the Executive Committee) must be present for a vote.
  - A simple majority (50% of the quorum plus one) is required for approval.
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- **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, , Gretna, La Vista, Omaha, Papillion, and Ralston; the counties of Douglas, and Sarpy; and the Papio NRD, subject to changes deemed necessary by the General Manager and approved as to form by District Legal Counsel.**

# Memorandum

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

**Re:** Second Amendment to Ice Jam Interlocal Agreement

**Date:** June 2, 2009

**From:** Amanda Grint, Water Resources Engineer

The Platte River Ice Jam Removal Interlocal Cooperation Act Agreement was established in 1994 between the Papio-Missouri River NRD, Lower Platte South NRD, Lower Platte North NRD, Douglas County, Sarpy County, Cass County and Saunders County. The intent of the agreement was to proportionately share in the cost of ice jam removal with explosives for a reach of the Platte River from the mouth to Fremont (50 miles) and the Elkhorn River located in Sarpy County and a portion of Salt Creek located within ½ mile of the confluence of the Platte. The Papio-Missouri River NRD would administer that agreement and maintain a balance of \$100,000 in an interest bearing account. The Agreement was amended in 1996 to allow any interest received to remain in the account rather than being distributed to the partners and to provide an annual update on the funds to the partners.

In early 2008, a new contract was established with an explosives contractor, Dykon Explosives. In updating the costs of services, it was determined that a one day estimated total for ice removal with explosives would be \$61,480 and a three day total would be \$157,040. The additional costs in the new contract which are mainly due to increased insurance premiums, necessitate an increase in the Ice Jam Fund. In a December 2008, at the annual Ice Preparedness meeting, it was reported to the partners that an increase in funds would be necessary and that the agreement would need to be amended so that the balance in the fund would be maintained at \$150,000. Attached is the Second Amendment to the Interlocal Cooperation Act for your consideration. The contributions would be distributed as follows:

<u>Entity</u>	<u>%</u>	<u>Current Contribution</u>	<u>Proposed Contribution</u>	<u>Difference</u>
Papio NRD	30	\$30,000	\$45,000	\$15,000
LPNNRD	5	\$5,000	\$7,500	\$2,500
LPSNRD	15	\$15,000	\$22,500	\$7,500
Douglas Co	20	\$20,000	\$30,000	\$10,000
Sarpy Co	20	\$20,000	\$30,000	\$10,000
Saunders Co	7.5	\$7,500	\$11,250	\$3,750
Cass Co	2.5	\$2,500	\$3,750	\$1,250
<b>Total</b>	<b>100</b>	<b>\$100,000</b>	<b>\$150,000</b>	<b>\$50,000</b>

- **It is management's recommendation that the subcommittee recommend to the Board of Directors that the General Manager be authorized to execute the Second Amendment to the Interlocal Cooperation Act Agreement for Platte River Ice Jam Removal subject to changes deemed necessary by the General Manager, and approved as to form by District Legal Counsel.**

## Memorandum

To: Programs, Projects and Operations Subcommittee

Re: Immediate and Temporary Stay on Well Construction and Expansion of Irrigated Acres

Date: 6/5/2009

From: Brian L. Henkel, Groundwater Management Engineer

Portions of the Papio NRD were preliminarily declared fully appropriated under the original "2009 Annual Evaluation of Availability of Hydrologically Connected Water Supplies" (Annual Evaluation) published by the Nebraska Department of Natural Resources (Department) on December 16<sup>th</sup>, 2008. The final determination, released by the Department on April 8<sup>th</sup>, 2009, reversed the preliminary determination of fully appropriated. Recent legislation (LB 483) requires the District to adopt rules and regulations to limit the expansion of groundwater irrigated acres. The limit must ensure that the expansion of groundwater irrigation will not cause the Lower Platte River Basin to become fully appropriated during the next four years. The Department is also limited, by the recent legislation, to allow no more than 834 acres/NRD/year of expansion of surface water irrigated acres over the four year period.

The Department will review all groundwater rules and regulations, in conjunction with the surface water limitations, to ensure that a fully appropriated status will not be triggered. If the Department review shows that the rules and regulations keep the basin from being fully appropriated over the next four years, they will be approved.

Should the District fail to impose rules and regulations to limit the expansion of groundwater irrigated acres, a maximum allowable annual expansion will be set for the District. The statute would limit the allowable expansion of groundwater irrigated acres to the lesser of 20% of the historically irrigated acres or 2,500 acres (2,500 acres for the District). Under the statutorily imposed limitation, the District would still be responsible for limiting the expansion of groundwater irrigated acres, but would lose the ability to adjust the allowable acres in the future.

The process available to the district to comply with the statute is through a moratorium and variance process as described in Nebraska Revised Statute 46-707(2). The District can impose an immediate and temporary (180 day) stay on the expansion of groundwater irrigated acres and the construction of new water wells. The temporary stay can be made permanent, by the District, after a hearing process as described in 46-743. The variance process would be adopted at the time the stay was made permanent.

Staff recommends that the District impose an immediate and temporary stay on the expansion of groundwater irrigated acres and the construction of new irrigation wells in the hydrologically connected areas, as defined in the 2009 Annual Evaluation. Staff also recommends that the District hold a public hearing, in accordance with 46-743, to take testimony regarding the imposed stays. A resolution including the language of the stays is included with this memorandum. The District will need to adopt an additional

resolution, tentatively at the July Board meeting, to establish a variance process for the limited expansion of groundwater irrigated acres. A legal description of the sections considered to be hydrologically connected is included as Attachment 1.

**Staff recommends that the subcommittee recommend to the Board the resolution, presented to the meeting, providing for an immediate and temporary stay on the construction of new irrigation wells and the expansion of groundwater irrigated acres, be tentatively adopted; and, that a public hearing on the proposed stays be scheduled for the July Board meeting.**

# Memorandum

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

**Re:** Single Source Vegetation Grinding Contract for Lower Platte River Weed Management Program

**Date:** June 4, 2009

**From:** John Winkler, General Manager

In July of last year the Papio Missouri River NRD entered into an Inter-local Agreement with the Lower Platte South NRD, Lower Platte North NRD and several county weed management authorities to begin the control and elimination of invasive vegetation in the Lower Platte River Basin. The purpose of the program was to eliminate vegetation which was choking the Platte River and compounding ice jam flooding issues, as well as, eliminating vegetation that utilizes a significant amount of valuable water. A third goal of the program was to create endangered species habitat by clearing sandy islands of vegetation and allowing a more natural nesting environment for the Piping Plover and Least Tern.

The first phase of this control program was the aerial application of an E.P.A. approved herbicide (Habitat) which was completed in the summer of 2008. The aerial application phase was very successful and now it is the intent to move into phase 2 of the program which is to mechanically remove the dead vegetation from the areas that were treated with the herbicide.

The District, in cooperation with its partner agencies, conducted a test grinding area this month to determine the feasibility of mechanical removal and to determine the most efficient and cost effective mechanical removal system available. The District was successful in locating a contractor with the specialized equipment to conduct the test and the results have been excellent. Since this type of work is very specialized and there are very few contractors throughout the entire country who have the specialized equipment and experience to perform the work; it is recommended that this contract be treated as a single source supplier. Attached to this memorandum is a contract for vegetation grinding services. The contract specifies that work is to begin after July 1, 2009 at a rate of \$300 dollars per acre and it is anticipated that a maximum of 750 acres will be treated. The contract amount is not to exceed \$225,000 and all work is to be directed by the District. The District will verify acre's treated utilizing a GPS data base that was established when the aerial spraying phase was initiated.

The Lower Platte North and Lower Platte South NRD will contribute 50-60 thousand combined to the mechanical removal phase of the program and the Papio NRD has budgeted 200 thousand dollars to the Lower Platte Vegetation Management Program in fiscal year 2009-2010. A third and final disking phase will be planned and tested in the spring of 2010 and if successful will be brought to the Board for consideration next fiscal year.

**Management recommends that the subcommittee recommend to the Board of Directors that the General Manager be authorized to execute the attached single source contract with Bowman and Company for the terms specified in the contract subject to change deemed necessary by the General Manager and approved as to form by District Legal Counsel.**



## Memorandum

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

**Re:** Update on Washington County Floodplain Remapping Project

**Date:** June 1, 2009

**From:** Lori Ann Laster, Stormwater Management Engineer

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In December 2008, the Board approved a professional services contract with Kirkham Michael to develop updated flood hazard data for county wide DFIRM maps for Washington County, in an amount not to exceed to \$204,483. A federal grant in the amount of \$169,100 had been secured through the Federal Emergency Management Agency (FEMA) for the project.

In November 2004, the District entered into an agreement with the City of Blair to cost-share for an Urban Drainage Study. The new drainage study included three streams that fall within the city limits and extraterritorial jurisdiction (ETJ) of Blair, Cauble Creek, Unnamed Creek, and Unnamed Creek East. This study was completed by Kirkham Michael in May 2006. The 100-year floodplains for the unnamed creeks were delineated further upstream than shown on the current maps. The floodplains on all three creeks showed some change. There are areas on all three streams that will be mapped in the floodplain that are not in the limits of the current effective floodplain. The Flood Insurance Rate Maps (FIRMs) for the City of Blair were never updated to reflect the new study and a letter was sent to the City of Blair to request assistance to update the maps in April 2008 but no action was taken.

At the kickoff meeting for this project, the City of Blair presented the study and requested that it be included in the map updates. Because this study is the best available data, it recommended that the study be incorporated into the new maps.

However, the study did not include a floodway analysis, which is required by FEMA for detailed studies. The floodway analysis is estimated to cost an additional \$3,000. Currently, Kirkham Michael is proceeding with the work, assuming that this small amount will fit into the current hourly not to exceed budget. However, this analysis is an out of scope item and may require an amendment to the contract towards the end of the project.