

Agenda Item 6.

Memorandum

To: Programs, Projects and Operations Subcommittee

Re: Request from the City of Omaha and Back to the River, Inc. for Cost Share on the Missouri River Pedestrian Bridge Park Project.

Date: March 6, 2007

From: Jim Becic

The groundbreaking for the construction of the Missouri River Pedestrian Bridge took place in October, 2006 following many years of planning and coordination. This unique, \$22 million riverfront landmark, connecting downtown Omaha and Council Bluffs has seen a number of significant obstacles overcome by persistence and ingenuity and will become a reality with expected completion in late 2008. The District has contributed one million dollars towards this bridge construction effort.

In conjunction with the bridge construction and betterment of the landings on both sides of the river, *Back to the River, Inc.* – a 501(c)(3) organization, has committed to raising funds in excess of \$4 million for enhancements to the bridge lighting, assistance in the creation of a riverfront plaza with trail connections, parks and overviews on the Nebraska bridge landing site as well as entry plaza features including a fully accessible access ramp from the bridge into the natural area along the river on the Iowa side. Both Omaha and Council Bluffs have developed master and/or concept plans for the land around the bridge landings, which will be available at the Subcommittee meeting.

Attached is a letter from the City of Omaha requesting cost share in the amount of \$200,000 for the project which will include a riverfront plaza, trail connections, landscaping, lighting, park and environmental/historical education exhibits, etc.

A copy of a Special Operation and Maintenance Agreement under the District's Recreation Area Development Program which would need to be executed by the City is also attached. The Board did include \$200,000 in the FY-07 Budget in anticipation of this request.

Management recommends that the subcommittee recommend to the Board that the District assist Back to the River Inc.'s fundraising efforts by cost sharing with the City of Omaha in the amount of \$200,000 for construction of the Missouri River Pedestrian Bridge Park Project; and that the General Manager be authorized to provide such funds to the City upon the City's execution of the District's Recreation Area Development Program's Special Operation and Maintenance Agreement.



City of Omaha
Mike Fahey, Mayor

March 2, 2007

**Parks, Recreation &
Public Property Department**

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

Steven Scarpello
Director

Papio-MRNRD
John Winkler
8901 South 154th Street
Omaha, NE 68138

Dear Mr. Winkler

The purpose of my letter is to request consideration by the Papio-Missouri River Natural Resources for a cost share contribution of \$200,000.00 to be used for park and trail related developments within the Missouri River Pedestrian Bridge park.

Prior P-MRNRD contributions have been critical for the Pedestrian Bridge and the public trails connecting to it. Construction of the bridge is now underway and substantial completion is anticipated in November, 2008.

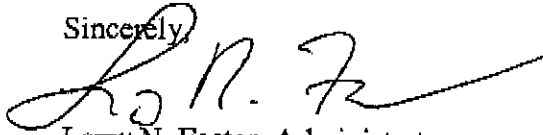
As you know, the current Bridge construction project provides only grading and minor amenities to the park located at the bridge base. Recently, however, a Master Plan for this park was authored. This Master Plan process incorporated significant public and partner involvement. In completing this Master Plan, it became clear this sizeable park area offers an ideal opportunity to provide public park facilities not currently available along Omaha's Riverfront.

The Master Plan proposes the creation of a destination park, associated with the Pedestrian Bridge, with unique features, many of which relating to the Missouri River and its environment. These features will include, general use open space, an inter-active water play park, a children's playground featuring climbing statues of endangered river species, environmental education signage, walkways, public art areas, lighting and entrance stairways. The estimated cost is \$2.3 - \$2.5 million dollars. I will be prepared to present this Park Master Plan during the appropriate sub-committee and Board meetings.

Back to the River has agreed to manage the fund raising effort associated with the development of this park. Representatives from this organization will attend the appropriate P-MRNRD Board meeting to support the City's cost share request and respond to questions.

Finally, should our cost share request be approved, the City is prepared to sign the District's Operation and Maintenance Agreement and will work with you to develop an appropriate grant payment approach.

Sincerely,

A handwritten signature in black ink, appearing to read "L. N. Foster", with a long horizontal flourish extending to the right.

Larry N. Foster, Administrator
Parks, Recreation and Public
Property Department

Cc: Steve Scarpello

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
RECREATION AREA DEVELOPMENT

Special Operation and Maintenance Agreement

This agreement is made between the **Papio-Missouri River Natural Resources District** (hereinafter "the District"), acting under authority of Section 2-3235 R.R.S., 1943, and the **City of Omaha** (hereinafter "the Sponsor") which sponsor intends to develop or improve the following described recreation area: **Missouri River Pedestrian Bridge Park Project** (hereinafter "the Project") located in **Douglas County, Nebraska**.

It is agreed that, if the District furnished financial aid to the Sponsor for the Project, in consideration thereof:

1. The Sponsor warrants that it now has, or can obtain, the resources, ability, and authority, and will obtain the additional funds, permits, services, materials, and land rights necessary to complete the Project, without additional cost to the District.
2. The Sponsor shall operate, maintain, and repair the Project for a period of **fifty (50) years** following completion in accordance with accepted standards and practices, without additional cost to the District. If the Project is either removed or improperly maintained within this period, The Sponsor may be requested to refund all, or a portion, of the District's cost share funds.
3. The Sponsor shall indemnify and hold the District harmless from and against all liability and damages resulting from the design, construction, operation, or maintenance of the Project, and against all demands, causes of action, and claims arising therefrom, except as may be caused by negligence of the District, its agents, representatives, or employees.
4. The effective date of this agreement shall be **March 8, 2007**.

SPONSOR: **CITY OF OMAHA**

By: _____

Attest: _____

Date: _____

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

By: _____

Attest: _____

Date: _____