

**Personnel, Legislative and Public Affairs Subcommittee
Meeting Minutes
March 9, 2004**

A meeting of the Papio-Missouri River Natural Resources District's Personnel, Legislative and Public Affairs Subcommittee was held at the Natural Resources Center, 8901 S. 154th Street, Omaha, NE on March 9, 2004. The meeting was called to order by Chairperson Barbara Nichols at 7:00 p.m.

QUORUM CALL: Quorum call was taken. The following were in attendance.

Subcommittee Members Present	Subcommittee Members Absent	Other Directors Present	Others Present
Conley (Fred)		Jansen	Steve Oltmans
Connealy		Conley (John)	Emmett Egr
Gardner		Tesar	Marlin Petermann
Nichols			Paul Peters
Rubin			Pat Teer
			Jean Tait
			Paul Woodward
			Trent Heiser

ADOPTION OF AGENDA:

- ☼ **It was moved by Rubin and seconded by Connealy that the agenda be amended to allow discussion of an employee health insurance shortfall.**

Roll call vote was held on the motion. The motion carried by a vote of 5-0.

Voting Yea	-	Conley, Connealy, Gardner, Nichols, Rubin
Voting Nay	-	None
Abstaining	-	None
Absent -		None

- ☼ **It was moved by Connealy and seconded by Conley that the amended agenda be approved.**

Roll call vote was held on the motion. The motion carried by a vote of 5-0.

Voting Yea	-	Conley, Connealy, Gardner, Nichols, Rubin
Voting Nay	-	None
Abstaining	-	None
Absent -		None

PROOF OF PUBLICATION: Public notice of the meeting was posted at all District offices and published in the Omaha World-Herald on March 5, 2004. The proof of publication affidavit is included with the file copy of these minutes.

P-MRNRD AFFIRMATIVE ACTION PLAN: Pat Teer briefed the Subcommittee on the suggested revisions to the P-MRNRD Affirmative Action Plan. She also reported on actions taken in CY 2003 to implement the plan.

- ✿ **It was moved by Rubin and seconded by Connealy that the Subcommittee recommend to the Board that the proposed revisions to the P-MRNRD Affirmative Action Plan be adopted.**

Roll call vote was held on the motion. The motion carried by a vote of 5-0.

Voting Yea – Connealy, Conley, Gardner, Nichols, Rubin

Voting Nay - None

Abstaining - None

Absent - None

PAPIO-MISSOURI RIVER NRD BENEFIT COMPARISON (pursuant to 2003 State Salary Survey): Pat Teer illustrated the P-MRNRD Benefit Comparison through the use of a PowerPoint presentation. Included were vacation days, holidays, sick leave, health/dental/life insurance and retirement. The staff is recommending no changes to the Benefit package.

- ✿ **It was moved by Rubin and seconded by Conley that the Subcommittee recommend to the Board that no changes be made to the P-MRNRD benefit package at this time.**

Roll call vote was held on the motion. The motion carried by a vote of 5-0.

Voting Yea – Connealy, Conley, Gardner, Nichols, Rubin

Voting Nay - None

Abstaining - None

Absent - None

P-MRNRD WAGE AND SALARY ADMINISTRATION PROGRAM FOR 2004 (based on 2003 State Salary Survey prepared by Nebraska Department of Personnel): A PowerPoint presentation was given by Pat Teer briefing the Subcommittee on the P-MRNRD Wage and Salary Administration Program and the proposed staff recommendations for calendar year 2004.

- ✿ **It was moved by Rubin and seconded by Conley that the Subcommittee recommend to the Board that the wage and salary pay ranges (midpoints) be adjusted to the proposed ranges, effective January 1, 2004.**

Roll call vote was held on the motion. The motion carried by a vote of 5-0.

Voting Yea – Connealy, Conley, Gardner, Nichols, Rubin
Voting Nay - None
Abstaining - None
Absent - None

- ☼ **It was then moved by Rubin and seconded by Connealy that that the Subcommittee recommend to the Board that an “n” factor of 3.7% (average increase in midpoint values) be used to compute Adjustment Factors for Calendar Year 2004 and that the resulting Adjustment Guide become effective January 1, 2004.**

Roll call vote was held on the motion. The motion carried by a vote of 5-0.

Voting Yea – Connealy, Conley, Gardner, Nichols, Rubin
Voting Nay - None
Abstaining - None
Absent - None

- ☼ **It was then moved by Connealy and seconded by Conley that the Subcommittee recommend to the Board that the staff-recommended updates to the Salary Grade Schedule be accepted.**

Roll call vote was held on the motion. The motion carried by a vote of 5-0.

Voting Yea - Connealy, Conley, Gardner, Nichols, Rubin
Voting Nay - None
Abstaining - None
Absent - None

EMPLOYEE HEALTH INSURANCE FUNDING: Subcommittee member and P-MRNRD Representative to the NARD, Pete Rubin, briefed the subcommittee on an insurance program shortfall being foreseen by the Nebraska Association of Resources Districts (see attached). He distributed information showing negative claims history. He stated that the individual NRDs are being asked to contribute additional funding.

- ☼ **It was moved by Rubin and seconded by Conley that the Subcommittee recommend to the Board that the P-MRNRD contribute \$500 per participating employee to the Nebraska Association of Resources District’s Insurance Fund.**

Roll call vote was held on the motion. The motion carried by a vote of 5-0.

Voting Yea - Connealy, Conley, Gardner, Nichols, Rubin
Voting Nay - None
Abstaining - None
Absent - None

LEGISLATIVE UPDATE: General Manager Steve Oltmans briefed the subcommittee on LB 962 – the bill related to recommendations by the Water Policy Task Force. The bill is still being debated and a number of amendments are pending, including the stormwater management funding issue.

OTHER ITEMS OF INTEREST: General Manager Steve Oltmans briefed the subcommittee on the recent high construction bids received on the Missouri River Pedestrian Bridge. He told the subcommittee that he will be working with the City of Omaha and others to determine the best course of action.

ADJOURNMENT: Being no further business, the meeting adjourned by acclamation at 8:00 p.m.

/pt/com/plpa/march/march04.plp.minutes

Date: 6 March, 2004
To: Steve Oltmans
Re: Pedestrian Bridge – Interlocal Agreement Summary of Finances.
From: Jim Becic

Steve – per your request, I've included a brief summary of the Interlocal Agreement that the District entered into with the Cities of Omaha and Council Bluffs on the 24th of October, 2000 as it pertains to the District. I understand that you have a copy of the full text of this Agreement.

- 1) The purpose of the Agreement is to address the “development, design, construction, funding operation and maintenance of the trail crossing pedestrian bridge...”
- 2) Lead Agency – City of Omaha.
- 3) Term - Permanent duration --- Provided, that if the parties are not able to secure all of the funding for the pedestrian bridge in the amounts specified below in (4 a, b, c and e), in approximately five years or October, 2005 - the agreement automatically terminates.
- 4) Funding – Design and Construction - for all parties
 - a) Application by the NDOR for Transportation and Community and System Preservation surface Transportation Program: \$1,742,000.00
 - b) Application to the State of Nebraska by the City of Omaha for State Enhancement Funds – for construction only: \$1,500,000.00
 - c) Application to the State of Iowa by the City of Council Bluffs for State Enhancement Funds, Recreation Trail Grant Funds, and Vision Iowa Grant Funds for construction only: \$1,500,000.00
 - d) A commitment from the 2001, Federal Transportation Appropriations Bill in the amount of: \$17,000,000.00
 - e) Application by the City of Omaha for P-MRNRD funds for a commitment to be made in three equal installments over three years. The initial payment (\$333,333.33) was made to the City of Omaha in June, 2003. The NRD Board approved this agreement on 12 October, 2000, for a total commitment of: \$1,000,000.00

Missouri River Bridge Expenditures to Date:

\$3.5 million – Paid by Omaha to date to Figg Engineering
\$1.0 million – Reimbursed to date by State of Nebraska
\$2.2 million – Reimbursement requested and pending

Thus, \$300,000 remaining if NRD monies.

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W-H
 3-8-04

The need for vision

Omaha, to its credit, stands at a notable point in its downtown development.

The city is enjoying a remarkable renaissance along the riverfront. Impressive recent additions downtown include a new convention center and arena as well as an imaginatively designed corporate headquarters, the First National Tower. Visitors coming downtown from Eppley Airfield are now greeted by attractive new public spaces and a grand view of the skyline. Public art is becoming better incorporated into the city's appearance. Construction of a new performing arts center is under way. A well-considered beautification initiative, Omaha by Design, is taking shape.

This summer, construction was to have started on an ambitious public structure to symbolize the downtown's forward momentum: a graceful pedestrian bridge across the Missouri River. The proposal was a bold move in tune with the can-do spirit animating Omaha's burst of redevelopment.

What a disappointment it was to learn on Saturday that the bids for the bridge project are far in excess of available funds. The lower of two bids was \$44 million, double the \$22 million estimate that city officials have been using.

Such a dramatic disparity between estimate and bid can't be fully explained by even the recent jump in steel prices. City officials are right to have the architects examine the bid documents in an effort to determine the reasons for the divergence.

Whatever the reasons, the cost es-

**Bridge, though
 sidetracked,
 would still
 complement**

**Omaha's forward
 momentum.**

timate process has, in this instance, ill served the city. It is a remarkable turn of events for a project of this magnitude to be sidetracked so abruptly. But, given the fi-

nancial realities, there is no other choice but to press the pause button in order to size up the city's options.

Omaha officials should certainly examine all possibilities for putting the project on-track, albeit in revamped form. Whether that will be possible in light of the financial strictures is, of course, the key judgment that city officials ultimately will have to make.

There ought to be no doubt about one thing, though. If Omaha is going to compete in today's economic and cultural environment, it needs to demonstrate vision—through a positive business climate, certainly, but also through attention to cultural amenities and community appearance, from clean streets to attractive public spaces.

When a regional city embraces such an approach, it often bolsters its chances to secure new development and build a positive national reputation. Omaha has taken a variety of encouraging steps in that regard, as we've detailed above.

The pedestrian bridge would complement that forward-looking vision well. Indeed, it would provide an exclamation point to the entire process, conveying a sense of confidence and ambition to the region and to the nation.

City officials deserve encouragement as they work to keep the bridge project moving ahead. The ultimate goal is one in which Omahans can take pride.



Scrap plans on bridge

According to The World-Herald, ex-Sen. Bob Kerrey, who instigated the plan for a walkway bridge across the Missouri River, now thinks the project should go back to the drawing board due to contractors' bid submissions that indicate the actual expense of the project. Perhaps he should re-think the whole thing and drop it entirely.

In addition to the cost of the project, whatever it may be, additional costs have not been considered. There would be cost overruns, whose amounts won't be known until the project is finished, and the ongoing maintenance of the structure for its entire life.

Local tax money will have to pick up the future unknown expenses. And how many months per year would the bridge be unusable? And how many people would choose to use it during that period?

Taxpayers' money should be used for the good of the general public. Perhaps the bridge money could be more useful in keeping the libraries open and to ease tuition costs for deserving students at the community colleges and universities in this area.

V. Fletcher Nipper, Omaha

Think of the taxpayers

The projected cost (\$22.6 million) of the proposed footbridge over the Missouri River has been exorbitant from day one. Recent bids of \$45 million are way, way over the top.

Please, just once, think about the taxpayers and abandon the whole outrageous idea. The need isn't there in the first place.

W-H 3-8-04
Dick Switzer, Omaha

Bids could force redesign of riverfront footbridge

By C. DAVID KOTOK

WORLD-HERALD STAFF WRITER

The twin sails over the Missouri River may have to be trimmed after bids for the pedestrian bridge between Omaha and Council Bluffs came in Friday at double the expected cost.

The city doesn't have enough money to build the project for the \$45 million low bid, said Mayor Mike Fahey.

The futuristic bridge, with its

"We all wish we could build this bridge for \$23 million. If we can't build it for that, it's back to the drawing board — literally."

Bob Kerrey, former U.S. senator



two suspension towers designed to look like giant sails, was supposed to redefine Omaha's skyline and symbolize the cooperation between Omaha and Council

Bluffs. It was proposed as a \$22.6 million project.

"It missed by so far it's mind-boggling," Fahey said.

No one Friday suggested walk-

ing away from the pedestrian bridge linking Omaha's new riverfront with a proposed park in Council Bluffs. But one supporter says something has to change if the bridge is to be built.

The idea grew out of former U.S. Sen. Bob Kerrey's back-to-the-river efforts. Before the Nebraska Democrat left the Senate in 2000, Kerrey secured the \$17 million federal grant for the span. The money was viewed as a

See **Bridge:** Page 2

Bridge: Review to ask why bids doubled estimate

Continued from Page 1
going-away gift from Kerrey's colleagues.

"We all wish we could build this bridge for \$23 million," Kerrey said Friday from his home in New York. "If we can't build it for that, it's back to the drawing board — literally."

City officials and private bridge designers were in Lincoln Friday for the bid opening. They were prepared for an overrun of a couple of million dollars because of the recent 40 percent rise in steel prices.

But they were stunned by the more than \$20 million difference.

City Parks Director Larry Foster said he had not seen such a disparity between estimated costs and the actual bid in his 30-year career.

"Obviously, I was surprised," said Alan Phipps, regional director for designer Figg Bridge Co. of Denver. "This was not what we expected."

Only two bids were submitted. Fru-Con Construction Corp. of Longmont, Colo., submitted the apparent low bid of \$44,942,000, compared with \$50,286,498 bid by Massman Construction Co. of Kansas City, Mo.

No bids were submitted by three other pre-approved bidders, including Kiewit Western Co. of Omaha, a subsidiary of Peter Kiewit Sons' Inc.

The submitted bids are now meaningless, Fahey and Foster said, because they will be rejected.

The city already is strapped for funds and doesn't have additional money for the bridge project, which also will link Nebraska and Iowa trail systems.

"The taxpayers are not going to come up with the difference," Kerrey said.

Nebraska's two U.S. senators — Democrat Ben Nelson and Republican Chuck Hagel — had received no requests for more federal money. Neither offered Friday to seek additional cash.

In addition to the \$17 million in federal construction funds, the rest of the money to build the bridge was to come from a \$1.7 million federal planning grant, \$1.5 million each from the States of Nebraska and Iowa, and \$1 million from the Papio-Missouri River Natural Resources District.

Both Kerrey and Fahey said the gap is much too large to try to fill with a private fund-raising effort.

"It's always better to go with the design you fell in love with," Kerrey said. When that's impossible, he said, the only choice is to scale back and come up with an affordable design.

City officials were not prepared Friday to abandon the elaborate design that they envision as the city's signature image. First, Foster and Fahey said, they will give Figg and the Omaha-based architect firm Bahr Vermeer & Haecker a chance to examine the bid docu-

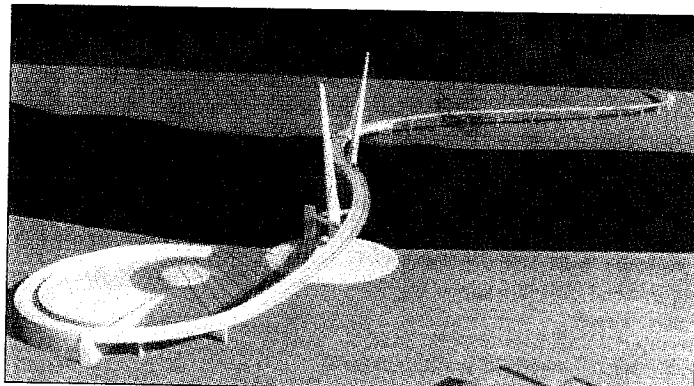
ments to find out why they were so far off.

After the bids are formally rejected, the designers can also discuss with the construction companies what brought them to the conclusion that it would cost \$45 million to \$50 million.

City officials declined to speculate on how long the bridge might be delayed. There is little doubt that construction will not start this summer and that the 2006 completion date is in question.

One concern for the city is the effect of choosing a plainer design as its riverfront centerpiece. In other words, will the pedestrian bridge be, well, too pedestrian?

The 105-condo Riverfront Place development unveiled last year was tied to the nearby pedestrian bridge. A Council Bluffs condominium and apartment plan also is proposed for the foot of the bridge on the Iowa side.



FIGG BRIDGE CO.

An architect's rendering shows the design of the planned pedestrian bridge over the Missouri River from Omaha to Council Bluffs.

AGREEMENT

FOR MISSOURI RIVER TRAIL CROSSING BRIDGE

THIS AGREEMENT is hereby made and entered into this 13th day of April, 2000, by and between the CITY OF OMAHA, a municipal corporation organized and existing under the laws of the State of Nebraska located in Douglas County, Nebraska, (hereinafter referred to as "Omaha"), the CITY OF COUNCIL BLUFFS, a political subdivision organized and existing under the laws of the State of Iowa, (hereinafter referred to as "Council Bluffs"), and the Papio-Missouri River Natural Resources District, a natural resource district organized and existing under the laws of the State of Nebraska, (hereinafter referred to as the "P-MRNRD").

WHEREAS, Omaha, Council Bluffs and the P-MRNRD are independent political subdivisions organized and existing under either the laws of the States of Nebraska or Iowa; and,

WHEREAS, the Missouri River is generally considered the boundary between the States of Nebraska and Iowa; and,

WHEREAS, the Cities of Omaha and Council Bluffs are located directly across the Missouri River from one another; and,

WHEREAS, it is the mutual desire of the cities to be connected via a trail crossing bridge over the Missouri River; and,

WHEREAS, the parties have previously undertaken, in partnership with other governmental agencies, a preliminary study of various options for accommodating pedestrian and bicycle traffic between the cities of Omaha and Council Bluffs; and,

WHEREAS, this preliminary study has recommended the Nebraska side of a Trail Crossing Bridge across the Missouri River be located in the general area of the Omaha Dock Board property and the Iowa side of this Trail Crossing Bridge be located in the general area of Council Bluff's Playland Park; and,

WHEREAS, funding for the Missouri River Trail Crossing Bridge from the State of Nebraska, the State of Iowa, the United States, Omaha and Council Bluffs, the Papio-Missouri River Natural Resource District and private sources has been or may be secured in the approximate amount of fifteen million dollars; and,

WHEREAS, it is necessary for the parties to enter into an agreement to set forth their respective rights, duties and obligations regarding the development, design, construction, funding, operation, and maintenance of the Missouri River Trail Crossing Bridge; and,

WHEREAS, such an agreement falls within the intent and purposes of the Nebraska Interlocal Cooperation Act, Sections 13-801 through 13-827 NEB. REV. STAT.

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

I. PURPOSE

The purpose of this Agreement is to provide for the development, design, construction, funding, operation and maintenance of a trail crossing pedestrian bridge over the Missouri River that will connect the cities of Omaha, Nebraska, and Council Bluffs, Iowa and the recreational trails in each state and to specify the terms and conditions under which such project will be undertaken.

The parties mutually agree that a trail crossing bridge, at the aforementioned location, will significantly impact the visual character of future Omaha/Council Bluffs riverfront development. Additionally, due to the prominence of its riverfront location, this new trail crossing bridge will become an important visual "signature" for the cities of Omaha and Council Bluffs. Therefore, aesthetics are a critical consideration in the design of this bridge and the parties are mutually committed to constructing a trail crossing bridge that emphasizes design creativity, while also addressing constructibility and durability in an economically justifiable design.

II. TERM

This Agreement shall be in full force and effect from and after its date of execution by all parties hereto, except as specified herein below at sections X. and XI. and shall have permanent duration, without a separate entity being created. Provided, that if the parties are not able to secure all of the funding for the pedestrian bridge in the amounts specified herein below at paragraph IV.A. by the date specified herein below at paragraph IV.A., i.e., in approximately five years, this Agreement shall automatically terminate as of such date without further action of the parties hereto and the parties shall have no further obligations hereunder.

III. LEAD AGENCY

No separate legal or administrative entity is created by this Agreement. Omaha shall serve as the lead agency of the trail crossing bridge project and shall be responsible for the administrative work necessary for the development, design, construction, funding, operation and maintenance of the pedestrian bridge as more fully set forth herein below.

IV. FUNDING OF THE TRAIL CROSSING BRIDGE

A. Design and Construction Funding

The design and construction of the trail crossing bridge will be jointly funded from a variety of public and private sources. Omaha, as the lead agency will coordinate the efforts to obtain funding, including but not limited to,

- (1) application by the Nebraska Department of Roads for appropriated FY2000 federal funds from the Transportation and Community and System Preservation Surface Transportation Program in the amount of \$1,742,000.00;
- (2) application by Omaha to the State of Nebraska for State Enhancement Funds to be utilized for construction only (approx. \$1.5 million);
- (3) application by Council Bluffs to the State of Iowa for State Enhancement Funds, Recreation Trail Grant funds, and Vision Iowa Grant funds to be utilized for construction only (approx. \$1.5 million total);
- (4) application by Omaha for P-MRNRD funds (\$1 million contingent upon final commitment of the parties to the trail crossing bridge agreement payment to be by three equal installments paid over a period of three years); and,
- (5) application for other future private/public funds as may be necessary.

Each of the parties shall diligently perform and undertake efforts to secure the aforementioned funding and provide the others with periodic status reports on the funds secured, committed or denied for the trail crossing bridge project. Funds shall be committed or secured on or before December 31, 2005.

Upon submittal of appropriate invoices, Omaha shall pay all billings associated with the trail crossing bridge project and shall submit reimbursement requests to all aforementioned funding agencies in the appropriate amounts.

B. Operation and Maintenance Funding

Upon completion of construction of the trail crossing bridge, Omaha, through its Finance Department, shall establish and maintain a separate fund, dedicated solely to the inspection, operation and maintenance of the trail crossing bridge in accordance with this section. Interest accrued by the fund will remain in this separate fund and shall be used for the sole purposes as described herein. It is currently estimated that such fund will require annual appropriations in the amount of \$200,000. However, upon completion of the trail crossing bridge design the annual appropriation amount may require adjustment. This Agreement shall be amended to reflect the adjusted annual appropriation amount upon completion of the trail crossing bridge design, and periodically thereafter to provide amounts necessary to maintain the trail crossing bridge in good working order, in a safe

condition suitable for pedestrian use, and in accordance with applicable state, local and federal standards for bridges.

Omaha and Council Bluffs shall each contribute annually, on or before March 1 of each year, beginning with the March immediately following completion of the trail crossing bridge, to such separate fund an amount, equal to 50% of the annual appropriation amount, or any subsequent adjustment thereof. The initial and subsequent annual contributions to the separate fund shall be contingent upon attainment of funding for construction of the trail crossing bridge as specified hereinabove on or before December 31, 2005 and completion of the bridge.

Funds may be used for inspection, operation and maintenance of the trail crossing bridge as specified herein below. In the event the funds in such account are insufficient to pay for the inspection, operation and maintenance of the trail crossing bridge, Omaha and Council Bluffs shall each contribute 50% of the sum necessary to cover such expenses.

Omaha shall have authority to withdraw amounts from such account to pay persons providing inspection, operation and maintenance services as set forth herein below.

In the event private funds are secured specifically for maintenance, operations or repairs, these funds shall be deposited in this separate fund and expended, as herein described and the required commitment from Omaha and Council Bluffs shall be proportionally reduced.

Omaha shall furnish to Council Bluffs and the P-MRNRD an annual statement of the separate fund, which shall illustrate revenues and expenditures.

V. TRAIL CROSSING LOCATION

It is presently contemplated by the parties that the trail crossing bridge shall be located with its eastern terminus in Playland Park and with its western terminus in the general area of the City of Omaha public dock, provided that such locations may be changed upon mutual consent of the parties hereto, the States of Iowa and Nebraska and any other funding partners.

VI. ENVIRONMENTAL ASSESSMENT, BRIDGE DESIGN, DEVELOPMENT AND CONSTRUCTION

Omaha shall direct the process to obtain a trail crossing bridge design and award a contract to a design professional. Omaha shall consult with Council Bluffs, the P-MRNRD, the States of Iowa and Nebraska and any other funding partners to select a mutually agreeable design and design professional. The selection of the design professional shall utilize the City of Omaha's prescribed selection process, which shall satisfy the Nebraska Department of Roads, Consultant Engineering Service Selection Procedures For Local Public Agencies For Federal Aid Projected, dated October 21, 1997. Two representatives of Council Bluffs and a representative of the P-MRNRD shall serve on the committee formed to select the design professional. The

design contract shall be a separate agreement between Omaha, on behalf of the parties hereto, and the selected design professional.

Omaha shall be responsible for advertising for bids and awarding a contract to construct the trail crossing bridge. The process used shall comply with the public bidding laws of the State of Nebraska, as applied to the City of Omaha. Omaha shall consult with Council Bluffs, the P-MRNRD, the State of Iowa and any other public funding partners to solicit input regarding the selection of the contractor. Omaha shall secure formal concurrence from the Nebraska Department of Roads prior to contract award. The construction contract shall be a separate agreement between Omaha, on behalf of the parties hereto, and the selected contractor.

The parties hereby agree that included in the scope of the design and construction of the Missouri River trail crossing bridge is the required access approaches. These approaches may include ramps, paved trails, stairs, elevators or other methods necessary to provide access to the bridge. Such access expenditures shall extend to the construction techniques required to provide access to the bridge from the adjoining surface elevation using appropriate design standards. Construction of trails, paths, walks or other pedestrian/bicycle surfaces necessary to connect to these bridge accesses shall not be considered as costs of this trail crossing bridge.

Costs of design and construction shall be paid from the funds in the design and construction account specified hereinabove in paragraph IV.A.

Construction and design of the trail crossing bridge shall conform to all applicable state, federal and local requirements associated with Missouri River bridges or other similar types of pedestrian bridges. Omaha shall submit, at the appropriate times, plans, specifications and other design related materials to the Nebraska Department of Roads and the Iowa Department of Transportation for their review.

VII. TRAIL CROSSING BRIDGE INSPECTION AND MAINTENANCE

Omaha shall be responsible for securing inspection of the pedestrian bridge as required by appropriate regulations. This task shall be performed by persons with appropriate training and credentials. The cost of such annual inspections shall be paid from the fund specified herein above in IV.B.

Omaha may arrange for inspections, other than the annual inspection, upon request of Council Bluffs, the Nebraska Department of Roads or the Iowa Department of Transportation or any other federal or state department or agency with jurisdiction over bridges on the Missouri River, or upon receipt of reliable information that the trail crossing bridge has been damaged, is in disrepair, or otherwise presents a danger to the public. Such inspections shall be performed by persons with appropriate training and credentials in a timely manner after such request or notification and shall be paid from the fund specified hereinabove at IV.B. Omaha shall provide Council Bluffs prior notification of each such inspection unless impracticable due to exigent circumstances.

Omaha shall timely provide Council Bluffs with a copy of the inspection report prepared by persons hired to perform any such inspections. Omaha and Council Bluffs shall consult and determine a schedule for and prioritize the maintenance or repair needs identified. Omaha shall arrange for such maintenance and repair work to be performed and make payment for such work from the inspection, operation and maintenance account described in paragraph IV.B hereinabove. The parties anticipate that such maintenance needs will include, but not be limited to, painting, repair or replacement of lighting apparatus, cables and decking, preservation of structural integrity, and any work necessary to comply with applicable state, local and federal standards for pedestrian bridges.

VIII. TRAIL CROSSING BRIDGE OPERATION

Omaha shall be responsible for operation of the trail crossing bridge, including but not limited to promulgation of rules and regulations for use, preparation and installation of signage and scheduling of special event. Omaha shall consult with Council Bluffs to draft mutually agreeable rules and regulations for use of the trail crossing bridge and to determine appropriate signage. Costs of such signage shall be paid from the inspection, operation and maintenance account described in paragraph IV.B. hereinabove.

Omaha shall be responsible for the review, approval and scheduling of special events, which use the trail crossing bridge or portions thereof. Omaha shall notify Council Bluffs of such special event requests and consult with Council Bluffs to develop mutually agreeable (1) policies and (2) a review and approval process.

If Omaha and Council Bluffs are unable to agree on whether a specific use or special event should be permitted, the special event or use shall not be permitted.

The parties hereby express their understanding and intent that this Missouri River trail crossing bridge is to be considered an element of the "Back to the River" Trail. The uses of the trail crossing bridge shall therefore include, but not be limited to, the approved uses of the "Back to the River" Trail including pedestrians, bicycles, rollerblades, skateboards, strollers, wheelchairs, other means of non-motorized transportation, and other mutually approved usage.

IX. TRAIL CROSSING BRIDGE OWNERSHIP

Upon completion of construction, the trail crossing bridge shall belong to Omaha and Council Bluffs. The boundary line between the States of Nebraska and Iowa, which is presently located at a point between the east and west banks of the Missouri River, shall serve as the demarcation of ownership with the eastern portion of the trail crossing bridge belonging to Council Bluffs and the western portion of the trail crossing bridge belonging to Omaha. The percentage of ownership of the trail crossing bridge is temporarily established as 59.3% to Council Bluffs and 40.7% to Omaha. Final ownership will be based upon a survey to be completed once the trail crossing bridge is constructed. The bridge ownership shall be modified to coincide with this survey.

X. DAMAGE OR DESTRUCTION OF THE TRAIL CROSSING BRIDGE

In the event the trail crossing bridge is substantially damaged or destroyed by fire, explosion, the elements, the public enemy, or other casualty, neither Omaha nor Council Bluffs shall be obligated to repair, rebuild, or reconstruct the bridge, and any funds available in the inspection, operation and maintenance account may be used upon mutual agreement to demolish, remove, repair, rebuild or reconstruct the trail crossing bridge. If such funds are insufficient to provide for the costs of such demolition or removal, Omaha and Council Bluffs shall each contribute 50% of the sum necessary to cover such expense. This Agreement shall terminate upon completion of such demolition or removal.

In the event of such substantial damage to, or destruction of, the bridge shall occur, Omaha or Council Bluffs shall have the option to repair or replace same, at its own cost and expense. If the bridge is rebuilt, repaired or replaced, Omaha and Council Bluffs shall continue to share ownership as established in section IX.

XI. REMOVAL OF TRAIL CROSSING BRIDGE AND TERMINATION OF AGREEMENT

If Omaha and Council Bluffs mutually agree that the existence of the trail crossing bridge is no longer desirable whether for economic, political or other reasons, the trail crossing bridge may be demolished and removed. Any funds available in the inspection, operation and maintenance account may be used to demolish or remove the trail crossing bridge. If such funds are insufficient to provide for the costs of such demolition or removal, Omaha and Council Bluffs shall each contribute 50% of the sum necessary to cover such expense. This Agreement shall terminate upon completion of such demolition or removal.

XII. RIGHTS, DUTIES AND OBLIGATIONS OF P-MRNRD

P-MRNRD agrees to receive and process an application by Omaha for P-MRNRD funds in the amount of \$1 million for the Missouri River trail crossing bridge project. Approval of such funding by the P-MRNRD is contingent upon final commitment of Omaha, Council Bluffs, the States of Nebraska and Iowa and any other funding partners to the project. Evidence of such final commitment shall be provided to P-MRNRD in a form, manner and time frame satisfactory to it. If such \$1 million funding is approved, by the Board of Directors of P-MRNRD, acting in their sole discretion, payment shall be made to Omaha in three equal installments paid over a period of three years. Omaha shall invoice the P-MRNRD in accordance with paragraph IV.A and use such funds for design and construction costs only. P-MRNRD may further restrict such funds in any manner not inconsistent with this Agreement.

P-MRNRD agrees to cooperate and provide representatives to engage in the consultations and other duties as specified in this Agreement.

Omaha agrees to defend and indemnify the P-MRNRD and hold the P-MRNRD harmless from and against all claims, demands, causes of action, costs and expenses, including court costs and attorneys fees, for personal injuries or property damages arising out of the design,

construction, use, operation, inspection, maintenance, repair or replacement of the Missouri River trail crossing bridge project, except personal injuries or property damages caused by the sole negligence of the NRD.

XIII. RIGHTS, DUTIES AND OBLIGATIONS OF COUNCIL BLUFFS

Council Bluffs agrees to accept ownership of the eastern portion of the Missouri River trail crossing bridge in the percentage detailed in section IX. and to retain ownership of same throughout the term of this Agreement.

Council Bluffs agrees to continually keep open and permit pedestrians, other bridge users and design, construction, operations, inspection, and maintenance personnel and vehicles ingress and egress to and from the trail crossing bridge and the ground upon which the eastern terminus of the bridge lies, except for closures mutually agreed upon in advance with Omaha and in exigent circumstances. Council Bluffs agrees to secure and retain ownership or public control of the real property surrounding the eastern terminus of the trail crossing bridge and to use such property in a manner compatible with a trail crossing bridge and acceptable to Omaha.

Council Bluffs agrees to cooperate and provide representatives to engage in the consultations and to perform other duties as specified in this Agreement.

XIV. RIGHTS, DUTIES AND OBLIGATIONS OF OMAHA

Omaha agrees to accept ownership of the western portion of the Missouri River trail crossing bridge in the percentage detailed in section IX. and to retain ownership of same throughout the term of this Agreement.

Omaha agrees to continually keep open and permit pedestrians, other bridge users and design, construction, operations, inspection, and maintenance personnel and vehicles ingress and egress to and from the trail crossing bridge and the ground upon which the western terminus of the bridge lies, except for closures mutually agreed upon in advance with Council Bluff and in exigent circumstances. Omaha agrees to secure and retain ownership or public control of the real property surrounding the western terminus of the bridge and to use such property in a manner compatible with a trail crossing bridge and acceptable to Council Bluffs.

Omaha agrees to cooperate and provide representatives to engage in the consultations and to perform other duties as specified in this Agreement.

XV. NAMING OF TRAIL CROSSING BRIDGE

Omaha and Council Bluffs shall consult and mutually agree upon an official name for the Missouri River trail crossing bridge. Each agrees to undertake any process required of it in order to officially denominate such bridge with the selected name and shall require its officers and employees thereafter to use such name when referring to the trail crossing bridge in official documents and correspondence after selection of such name.

XVI. INDEPENDENT CONTRACTOR

It is understood and agreed by and between the parties that any and all acts that Omaha, Council Bluffs, or P-MRNRD or their personnel, employees, agents, contractors, or servants, performed pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the others. The parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the others. An employee or agent of one shall not be deemed or construed to be the employee or agent of the others for any purpose whatsoever. None of the parties nor its personnel, employees, agents, contractors, or servants shall be entitled to any benefits of the others. The parties shall not provide any insurance coverage to the others or their employees including, but not limited to, workers' compensation insurance. Each party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. None of the parties shall have any authority to bind the others by or with any contract or agreement, nor to impose any liability upon the others. All acts and contracts of each shall be in its own name and not in the name of the others, unless otherwise provided herein.

XVII. INSURANCE

No party to this agreement shall be obligated to obtain public liability insurance in connection with the design, construction, operation or maintenance of the trail crossing bridge or property and/or to obtain casualty insurance on such trail crossing bridge. Provided, that this section shall not be construed to prohibit the parties from requiring any design professional, construction contractor, inspector or contractor performing maintenance work to provide suitable insurance coverage for the work it performs in connection with the bridge.

XVIII. RECORDS

Each of the parties agrees to prepare, keep and maintain records, in a method, location and for a time period satisfactory to the others, necessary to determine that each was in compliance with the terms of this Agreement. Each party shall have the right to audit and examine such records during usual business hours upon reasonable advance notice to the others.

XIX. GENERAL CONDITIONS

Nondiscrimination

The parties shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability as defined by the Americans With Disabilities Act of 1990 and Omaha Municipal Code 13-82, political or religious opinions, affiliations or national origin.

Captions

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

Applicable Law

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

Interest of Omaha

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

Interest of the Parties

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

Merger

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

Modification

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

Approval of Amendments

The parties hereto acknowledge that, as of the date of the execution of this agreement, Section 10-142 of the Omaha Municipal Code provides as follows: "Any amendment to contracts or purchases which taken alone increases the original bid price as awarded (a) by ten percent, if the original bid price is one hundred fifty thousand dollars (\$150,000) or more, or (b) by seventy-five thousand dollars (\$75,000) or more, shall be approved by the City Council in advance of the acceptance of any purchase in excess of such limits or the authorization of any additional work in

excess of such limits. However, neither contract nor purchase amendments will be split to avoid advance approval of the City Council.

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

Strict Compliance

All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from an authorized representative.

Assignment

None of the parties may assign its rights under this Agreement without the express prior written consent of the other.

Successors and Assigns Bound by Covenants

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

Authorized Representative

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

- | | |
|--|--|
| A. City of Omaha
Larry N. Foster, Acting Director
Parks, Recreation and
Public Property Department
Omaha/Douglas Civic Center
1819 Farnam Street Suite 701
Omaha, NE 68183 | C. Papio-Missouri River
Natural Resources District
Steve Oltmans, General Manager
8901 South 154th Street
Omaha, NE 68138-3621 |
| B. City of Council Bluffs
Thomas P. Hanafan, Mayor
209 Pearl Street
Council Bluffs, IA 51503 | |

EXECUTED this 25 day of September, 2000.

ATTEST:

Olga Ramirez

CITY OF COUNCIL BLUFFS, a
Municipal Corporation

By

Thomas P. Nanan
Thomas P. Nanan, Mayor
City of Council Bluffs

APPROVED AS TO FORM:

[Signature]
City Attorney

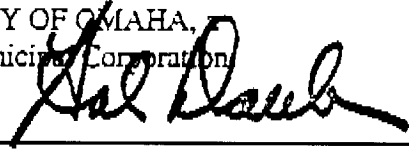
EXECUTED this 13th day of October, 2000.

ATTEST:




City Clerk of the City of Omaha

CITY OF OMAHA,
Municipal Corporation

By 

Hal Daub, Mayor
City of Omaha, Nebraska

APPROVED AS TO FORM:

 9/19/2000

Assistant City Attorney

EXECUTED this 24~~th~~ day of October, 2000.

ATTEST:

PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT

Patterson J. Lee

By Steve Oltmans
Steve Oltmans, General Manager
Papio-Missouri River Natural
Resources District

APPROVED AS TO FORM:

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RESOLUTION CD-230

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITIES OF COUNCIL BLUFFS AND OMAHA AND THE PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT SETTING FORTH THE RIGHTS, DUTIES AND OBLIGATIONS REGARDING THE DEVELOPMENT, DESIGN, CONSTRUCTION, FUNDING, OPERATION AND MAINTENANCE OF THE MISSOURI RIVER PEDESTRIAN/BIKEWAY BRIDGE.

WHEREAS, Omaha, Council Bluffs and the P-MRNRD are independent political subdivisions organized and existing under either the laws for the States of Nebraska or Iowa; and

WHEREAS, it is the mutual desire of the cities to be connected via a trail crossing bridge over the Missouri River; and

WHEREAS, the parties have previously undertaken, in partnership with other governmental agencies, a preliminary study of various options for accommodating pedestrian and bicycle traffic between the cities of Omaha and Council Bluffs; and

WHEREAS, this preliminary study has recommended the Nebraska side of a Trail Crossing Bridge across the Missouri River be located in the general area of the Omaha Dock Board property and the Iowa side of this Trail Crossing Bridge be located in the general area of Council Bluff's Playland Park; and

WHEREAS, it is necessary for the parties to enter into an agreement to set forth their respective rights, duties and obligations regarding the development, design, construction, funding, operation, and maintenance of the Missouri River Trail Crossing Bridge.

NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA

That the Mayor and City Council adopt the resolution authorizing the Mayor to enter into an Interlocal Agreement for the Missouri River Pedestrian/Bikeway Bridge.

ADOPTED
AND
APPROVED S. Tindler 25. 2000

Thomas P. Hanafan
Thomas P. Hanafan, Mayor

Attest: C. E. R. R. R.

ORDINANCE NO. 35356

AN ORDINANCE to approve an interlocal agreement between the City of Omaha, Nebraska, the City of Council Bluffs, Iowa, and the Papio-Missouri River Natural Resources District for the development, design, construction, funding, operation and maintenance of a trail crossing bridge over the Missouri River connecting the cities of Omaha, Nebraska and Council Bluffs, Iowa; to authorize the Finance Director to make payments in conformance therewith; and to provide an effective date.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

Section 1. That the attached interlocal agreement between the City of Omaha, Nebraska, the City of Council Bluffs, Iowa, and the Papio-Missouri River Natural Resources District for the development, design, construction, funding, operation and maintenance of a trail crossing bridge over the Missouri River connecting the cities of Omaha, Nebraska and Council Bluffs, Iowa is hereby approved.

Section 2. That the Finance Director is authorized to make the annual inspection, operation and maintenance payments specified in such agreement from Fund No. 001, Agency, No. 120, Organization No. 1220, Capital.

Section 3. That this Ordinance, not being of legislative character, and in accordance with Section 2.12 of the Omaha Home Rule Charter, 1956, as amended, shall be in force and take effect immediately from and after its date of passage.

INTRODUCED BY COUNCIL MEMBER

Marc Kraft

APPROVED BY:

Hal Daub 10/13/00
MAYOR OF THE CITY OF OMAHA DATE

PASSED OCT 10 2000 5-0

ATTEST:

Bruce Brown 10/13/00
CITY CLERK OF THE CITY OF OMAHA DATE

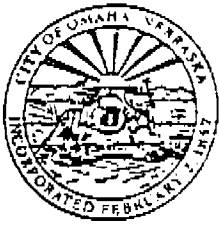
APPROVED AS TO FORM:

John J. Hammel 9-15-00
CITY ATTORNEY DATE
Spady

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

Bruce Brown
BY CITY CLERK



City of Omaha
Hal Daub, Mayor

September 26, 2000

RECEIVED

00 SEP 18 PM 12:55

CITY CLERK
OMAHA, NEBRASKA

**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

Larry N. Foster
Acting Director

NOV - 3 2000

Honorable President

and Members of the City Council.

The attached Ordinance approves an Interlocal Agreement between the Cities of Omaha, Nebraska and Council Bluffs, Iowa and the Papio Missouri River Natural Resources District to design, construct, manage and maintain a trail crossing bridge across the Missouri River.

As the City Council is aware, several years ago, a unique partnership of federal agencies, state and local governments, on both side of the Missouri River, non-profit groups, neighborhoods and citizens came together to form the "Back to the River" initiative. The accomplishments of "Back to the River" have been significant!

On October 5, 1999, the City Council accepted a \$4,209,731.00 grant to construct a major portion of the Riverfront Trail, exemplifying the type of success which has resulted due to the "Back to the River" partnership.

Early in the "Back to the River" planning process, an interconnect trail system was envisioned. This "vision" called for connecting the unique existing and planned riverfront facilities along both the Nebraska and Iowa banks of the river. To tie these trails together, a trail crossing bridge is clearly necessary.

The attached Interlocal Agreement represents a unique partnership to construct this trail crossing bridge across the Missouri River. The Agreement obligates the cities of Omaha and Council Bluffs to joint ownership of the bridge. Additionally, both cities agree to fund an ongoing maintenance fund for the bridge, with each city's annual funding obligation estimated at \$100,000.00. The Finance Director is authorized to make these payments from Fund No. 001, Agency 120, Organization 1220, Capital.

Funding to construct the bridge would be provided by a combination of grants from the states of Nebraska and Iowa, additional federal grants and other non-city governmental resources as may be necessary. The estimated project cost is \$15,000,000.00. The attached Agreement obligates the Papio Missouri River Natural Resources District to provide construction related funding in the amount of \$1,000,000.00. City funding is not anticipated for the bridge's construction and no City funding to construct the bridge is obligated by the attached Agreement.

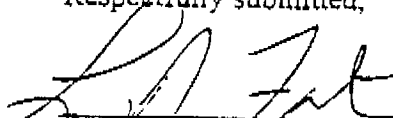
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Honorable President
and Members of the City Council
Page 2

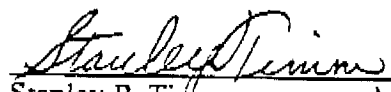
This Agreement includes a clause allowing the parties to terminate the Agreement should funding not be acquired to construct the bridge. More specific details are provided in the Agreement.

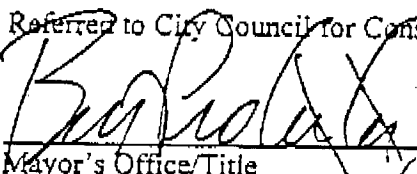
Your favorable consideration is requested.

Respectfully submitted,

 9/15/00
Larry N. Foster, Acting Director Date
Parks, Recreation and
Public Property Department

Approved as to Funding:

 9/18/00
Stanley P. Timm Date
Acting Finance Director

Referred to City Council for Consideration:
 9/18/00
Mayor's Office/Title Date