

# **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT DIRECTORS POLICY MANUAL INDEX**

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Updated: May 9, 2024

**1.1 Policy Manual - Definitions.** As used in these policies, the following definitions shall apply:

“Administrative Coordinator”	Staff member designated by the General Manager
“Assistant General Manager”	Staff member designated by the General Manager
“Assistant Treasurer”	Member of the Board designated by the Treasurer
“Authorized Program”	A program authorized by these policies
“Authorized Projects”	A project authorized by these policies
“Board”	Board of Directors of the District
“Chairperson”	Chairperson of the Board
“Commission”	Nebraska Natural Resources Commission
“Director”	Member of the Board
“District”	Papio-Missouri River Natural Resources District
“Senior Accountant”	Staff member designated by the General Manager
“General Manager”	General Manager of the District
“Legal Counsel”	Attorney retained by the Board
“Management”	General Manager and delegated staff
“Officers”	Officers of the Board
“Secretary”	Secretary of the Board
“Staff”	District employees
“These Policies”	The policies set out herein
“Treasurer”	Treasurer of the Board
“Vice-Chairperson”	Vice-Chairperson of the Board

[December 5, 1986; June 8, 2006; July 14, 2022]

**1.2 Policy Manual - Authority.** The general authority for these policies is Section 2-3228(6), R.R.S., 1943.

[December 5, 1986]

**1.3 Policy Manual - Effect of Policies.** Except as otherwise provided by law, or otherwise authorized, provided or necessarily implied by a subsequent resolution of the Board, these policies, including the appendices to these policies, shall govern the activities and administration of the District, superseding all prior resolutions of the Board in conflict herewith.

[December 5, 1986; May 12, 2005]

**1.4 Policy Manual - Construction of Policies.** In case of ambiguity in these policies which, in the opinion of the General Manager, must be resolved prior to the next regularly scheduled meeting of the Board, the Chairperson is empowered to exercise his or her sole discretion to construe and resolve such ambiguity by the issuance of an order to the General Manager in writing, upon which writing Management may rely; provided that, a copy of each such order shall be mailed to the Directors at the time of its issuance and the subject of the ambiguity placed upon the agenda for the next regular meeting of the Board.

[December 5, 1986]

**1.5 Policy Manual - Amendment.** The Policies may be amended, or repealed, or new policies may be adopted by majority resolution of the Board. Any such proposed resolution may be moved and debated, and amendments germane thereto may be offered and adopted, at any regular meeting of the Board; provided that,

- A. except in the case of corrections of ambiguities in these policies, the full text of any proposed resolution amending or repealing a policy or adopting a new policy shall be submitted in writing to the Board with the meeting notice.
- B. in the case of Policies 1.1 through 16.9 the vote on the question of the final adoption of such resolution shall be postponed until the next regular meeting of the Board, at which time further amendment of such resolution shall not be in order
- C. if public notice or a public hearing are required by law prior to the adoption or revision of a policy (such as in the case of erosion and sediment control rules and regulations) the vote on the question of the final adoption or revision of such policy shall not be in order until such requirements have been satisfied; and,
- D. Legal Counsel shall prepare working drafts of policy manual changes and additions, and further other services, requested by any Director with notice to the Chairperson, and shall mail copies of resulting work product to the Chairperson and to the General Manager for their information.

[December 5, 1986; July 9, 1987; December 14, 1989; February 14, 2013]



**2.0 Directors - Attendance.** Sec. 2-3215 R.R.S., 1943, governs absences of directors from regular meetings of the Board. A director may request that the Board excuse his or her absence from Board meetings. Absences for which requests for excuse are communicated to the designated staff member at the headquarters office prior to the meeting for which the excuse is requested will be considered granted by operation of this policy, and such requests will be noted in the minutes and during roll call votes such directors shall be shown as absent with excuse. In the event any director shall have two consecutive unexcused absences, the General Manager shall send a letter to such director notifying such director of such fact and expressing concern for the absences.

[December 5, 1986]

**2.1 Directors - Vacancies.** Sec. 2-3215 R.R.S., 1943, governs when a vacancy exists in the office of director. Unless the Board elects to use a different procedure, any such vacancy shall be filled in the following manner: (1) Notice of such vacancy shall be given by the Chairperson to the Board at the first regular meeting of the Board after notification has been received by the Chairperson of the vacancy; (2) the General Manager then shall publish notice of such vacancy and in such notice request that persons interested in being considered for appointment to the position submit a letter of application to the Board no later than two weeks prior to the next regular meeting of the Board; and, (3) at such next regular meeting of the Board such applicants may appear before the Board, and, at such meeting, the Board shall by majority resolution either elect one of such applicants to fill such vacancy or order the General Manager to re-publish such notice of such vacancy.

[December 5, 1986; September 14, 2006]

**2.2 Directors - Malpractice Indemnity.** (See Policy 13.8)

[December 5, 1986]

**2.3 Directors - Compensation and Expenses.**

A. Directors shall be compensated at the maximum per diem rate authorized by law, subject to any annual limitation provided by law.

B. Directors shall be reimbursed by the District for their actual and necessary expenses incurred in connection with their duties, including but not limited to expenses for:

1. Meals consumed by a Director engaged in District business;
2. Transportation of a Director engaged in District business, including but not limited to transportation to and from District meetings and other District activities;
3. Lodging when District business requires a Director to be away from home overnight; and,
4. Incidental expenses of a Director engaged in District business.

C. The General Manager is authorized to expend District funds, or to have reimbursement for actual and necessary expenses incurred, for the purpose of arranging or providing meals, transportation, lodging and incidentals for a Director under circumstances where such Director would be entitled to reimbursement by the District for incurring the same expenses.

D. Expenses by or for a Director under this policy shall be verified in the same manner as required for expenses of an employee of the District.

E. Directors' compensation and expenses will be processed with the second payroll of each month, with payments made via automatic deposit to a financial institution of the Director's choice.

[April 12, 1990; December 14, 2000; June 8, 2006]

**2.4 Directors - Indemnification.** The District shall indemnify each person who was or is a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, other than an action by the District, by reason of the fact that he or she is or was a director [officer, employee] of the District against expenses in excess of insurance coverage, including attorneys fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the District, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, or itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the District and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. Any indemnification under this policy shall be made by the District only as authorized in the specific case upon a determination that indemnification of the director [officer, employee] is proper in the circumstances because he or she has met the applicable standard of care set forth hereinabove; and, such determination shall be made by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit, or proceeding, or if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by Legal Counsel in a written opinion. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the District in advance of the final disposition of such action, suit, or proceeding, as authorized in the preceding sentence, upon receipt of an undertaking by or on behalf of the director [officer, employee] to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the District as authorized in this section.

[February 13, 1992]

## **2.5 Directors – Code of conduct for NRD Board of Directors**

### **A. All Board Members Should:**

1. Fully participate in District Board meetings and other public forums while demonstrating respect, kindness, consideration, and courtesy to others
2. Prepare in advance of meetings and be familiar with issues on the agenda
3. Represent the District at ceremonial functions at the request of the Chairperson
4. Be respectful of other people's time. Stay focused and act efficiently during public meetings
5. Serve as a model of leadership and civility to the District
6. Inspire public confidence in the District government
7. Leave contact information with the District in case an emergency or an urgent situation arises while the Board member is out of town
8. Demonstrate honesty and integrity in every action and statement
9. Participate in scheduled activities
10. Serve others, not ourselves. Be independent, impartial and fair in our judgment and actions. We should serve with dignity and respect, as well as be an agent of the democratic process.
11. Keep confidential information confidential and not inappropriately divulge what they know. Board members shall neither disclose confidential information without proper legal authorization, nor use such information for private interests, financial gain, or any other personal purposes.
12. Respect the long established, successfully proven method of presenting information to this body for making decisions. It is a Board member's responsibility to perform duties in accordance with the processes, rules of order established by this Board and of course, state law.
13. Represent many points of view in the District and provide the Board with advice based on a full spectrum of concerns and perspectives. Board members must be fair and respectful of all citizens.

### **B. Policies & Protocols Related To Conduct**

1. **Endorsement of Candidates** - Board members have the right to endorse candidates for all Board seats or other elected offices. It is inappropriate to mention endorsements during Board meetings or other official District meetings or functions.
2. **Keep political support away from public forums** - Board and Commission members may offer political support to a Board member, but not in a public forum while conducting official duties. Conversely, Board members may support Advisory Board members who are running for office, but not in an official forum in their capacity as a Board member.
3. **Public Meeting Hearing Protocol** - The Chairperson will open the public hearing. Staff will make the initial presentation. The applicant or appellant shall have the right to speak first. The Chairperson or hearing officer will determine the length of time allowed for this presentation. Speakers representing pro points of view will be allowed to follow. Speakers representing opposing points of view will then follow. The Chairperson will determine how much time will be allowed for each speaker, with 3 to 5 minutes the standard time granted. The Chairperson will then ask the Board if any issues need clarification before the public hearing is closed. The Chairperson has the responsibility to run an efficient public meeting and has the discretion to modify the public hearing process in order to make the meeting run smoothly. Board members

will not express opinions during the public hearing portion of the meeting except to ask pertinent questions of the speaker or staff. "I think" and "I feel" comments by Board members are not appropriate until after the close of the public hearing. Board members should refrain from arguing or debating with the public during a public hearing and shall always show respect for different points of view.

4. **Travel Expenses** - The purpose of this regulation is to establish the policies and procedures for Board members who travel on official District business either in-state or out-of-state. Such travel shall include attendance at conferences, seminars, and training sessions on behalf of the District. The District shall pay reasonable expenses for registration fees, lodging, meals, transportation, and all allowable miscellaneous expenses for the Board member only. All travel expenses will be handled in the same manner and consistent with the provisions within the District's Employee Handbook.

### **C. Board Conduct Towards Other Directors**

1. **Practice civility, professionalism and decorum in discussions and debate** - Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, Board members to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated. Board members should conduct themselves in a professional manner at all times, including dress.

2. **Honor the role of the Chairperson in maintaining order** - It is the responsibility of the Chairperson to keep the comments of Board members on track during public meetings. Board members should honor efforts by the Chairperson to focus discussion on current agenda items. If there is disagreement about the agenda or the Chairperson's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

3. **Demonstrate effective problem-solving approaches** - Board members have a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the District as a whole.

4. **Be punctual and keep comments relative to topics discussed** - Board members have made a commitment to attend meetings and partake in discussions. Therefore, it is important that Board members be punctual and that meetings start on time. It is equally important that discussions on issues be relative to the topic at hand to allow adequate time to fully discussed scheduled issues.

5. **Provide advance notice of initiatives.** In the absence of an emergency, a Board member should not request discussion or action on a subject or initiative that is not noted on the Board's or a subcommittee's agenda, or that involves information that has not been submitted in writing to the District's Administrative Coordinator in time to be disseminated in the usual manner to the other members of the Board in advance of the meeting.

### **D. Board Conduct Towards District Staff**

1. **Governance** - Governance of the District relies on the cooperative efforts of elected officials, who set policy, and on District staff, who implement and administer the Board's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the District.

2. **Treat all staff as professionals** - Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

3. **Limit contact to specific District staff** - Questions of District staff and/or requests for additional background information should be directed to the General Manager. The General Manager should be copied on or informed of any request. Requests for follow-

up or directions to staff should be made only through the General Manager or the District legal counsel when appropriate. When in doubt about what staff contact is appropriate, Board members should ask the General Manger for direction. Materials supplied to a Board member in response to a request will be made available to all members of the Board so that all have equal access to information.

**4. Do not disrupt District staff from their jobs** - Board members should not disrupt District staff while they are in meetings, on the phone, or engrossed in performing their job functions, in order to have their individual needs met.

**5. Never publicly criticize an individual employee** - Board members should never express concerns about the performance of a District employee in public, to the employee directly, or to the employee's manager. Comments about staff performance should only be made to the General Manager through private correspondence or conversation.

**6. Do not get involved in administrative functions** - Board members must not attempt to influence District staff on the making of appointments, awarding of contracts, selecting of consultants, or other administrative functions.

**7. Do not attend meetings with District staff unless requested by staff.** - Even if the Board member does not say anything, the Board member's presence implies support, shows partiality, intimidates staff, and hampers staff's ability to do their job objectively.

**8. Limit requests for staff support** - Mail addressed to the District is reviewed by the General Manager who notes suggested action and/or follow-up items. Requests for additional staff support – even in high priority or emergency situations -- should be made to the General Manager who is responsible for allocating District resources in order to maintain a professional, well-run District government.

**9. Do not solicit political support from staff** – Board members should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from District staff. District staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

#### **E. Board Conduct Towards the Public in District Meetings**

**1. Be welcoming to speakers and treat them with care and gentleness** Speaking in front of the Board can be a difficult experience for some people. Some issues the Board undertakes may affect people's daily lives and homes. Some decisions are emotional. The way that the Board treats people during public hearings can do a lot to make them relax or to push their emotions to a higher level of intensity. Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual Board members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

**2. Be fair and equitable in allocating public hearing time to individual speakers** - The Chairperson will determine and announce limits on speakers at the start of the public hearing process. Generally, each speaker will be allocated three-minutes with applicants and appellants or their designated representatives allowed more time. If many speakers are anticipated, the Chairperson may shorten the time limit and/or ask speakers to limit themselves to new information and points of view not already covered by previous speakers. No speaker will be turned away unless he or she exhibits inappropriate behavior. Each speaker may only speak once during the public hearing unless the Board requests additional clarification later in the process. After the close of the public hearing, no more public testimony will be accepted unless the Chairperson re-opens the public hearing for a limited and specific purpose.

**3. Be attentive to speakers** - It is disconcerting to speakers to have Board members not look at them when they are speaking. It is fine to look down at documents or to

make notes, but reading for a long period of time or gazing around the room gives the appearance of disinterest. Be aware of facial expressions, especially those that could be interpreted as "smirking," disbelief, anger or boredom.

**4. Ask for clarification, but avoid debate and argument with the public** - Only the Chairperson – not individual Board members -- can interrupt a speaker during a presentation. However, a Board member can ask the Chairperson for a point of order if the speaker is off the topic or exhibiting behavior or language the Board member finds disturbing. If speakers become flustered or defensive by Board questions, it is the responsibility of the Chairperson to calm and focus the speaker and to maintain the order and decorum of the meeting. Questions by Board members to members of the public testifying should seek to clarify or expand information. It is never appropriate to belligerently challenge or belittle the speaker. Board members' personal opinions or inclinations about upcoming votes should not be revealed until after the public hearing is closed.

**5. No personal attacks of any kind, under any circumstance** - Board members should be aware that their body language and tone of voice, as well as the words they use, can appear to be intimidating or aggressive.

#### **F. Board Conduct Towards the Public in Unofficial settings**

**Make no promises on behalf of the Board** - Board members will frequently be asked to explain a Board action or to give their opinion about an issue as they meet and talk with constituents in the District. It is appropriate to give a brief overview of District policy and to refer to District staff for further information. It is inappropriate to overtly or implicitly promise Board action, or to promise District staff will do something specific.

#### **G. Board Conduct Towards Other Public Bodies**

**1. Be clear about representing the District or personal interests** - If a Board member appears before another governmental body or organization to give a statement on an issue, the Board member must clearly state:

a. If his or her statement reflects personal opinion or is the official stance of the District;

b. Whether this is the majority or minority opinion of the Board. Even if the Board member is representing his or her own personal opinions, remember that this still may reflect upon the District as an organization.

c. If the Board member is representing the District, the Board member must support and advocate the official District position on an issue, not a personal viewpoint.

d. If the Board member is representing another organization whose position is different from the District, the Board member should withdraw from voting on the issue if it significantly impacts or is detrimental to the District's interest. Board members should be clear about which organizations they represent and inform the Chairperson and Board of their involvement.

e. Any public comments by a Board member at an Advisory Board meeting should be clearly made as individual opinion and not a representation of the feelings of the entire District Board. Also, a Board member's presence may affect the conduct of the Advisory Board and limit its role and function.

**2. Correspondence also should be equally clear about representation** - District letterhead may be used when the Board member is representing the District and the District's official position. A copy of official correspondence should be given to the District's Administrative Coordinator to be filed as part of the permanent public record. District letterhead should not be used for correspondence of Board members representing a personal point of view, or a dissenting point of view from an official Board position.

**H. Board Conduct Towards Advisory Boards** - The District has established several Advisory Boards as a means of gathering more District input. Citizens who serve on Advisory Boards become more involved in government and serve as advisors to the District Board. They are a valuable resource to the District's leadership and should be treated with appreciation and respect.

#### **I. Board Conduct Towards The Media**

1. **Board members may contact or be contacted by the media.** The Chairperson and the General Manager are the official spokespersons for the District. The Chairperson is the designated representative of the Board to present the Board's official position. If an individual Board member is contacted by the media, the Board member should be clear about whether his or her comments represent the official District position or a personal viewpoint.

2. **Choose words carefully** - Comments taken out of context can cause problems. Be especially cautious about humor, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking with the media.

[April 14, 2011]

### **2.6 Directors – Handling Inappropriate Behavior**

**A. Public Disruption** - Members of the public who do not follow proper conduct after a warning in a public hearing may be barred from further testimony at that meeting or removed from the Board room.

**B. Inappropriate Staff Behavior** - Board members should refer to the General Manager any District staff who do not follow proper conduct in their dealings with Board members, other District staff, or the public. These employees may be disciplined in accordance with standard District procedures for such actions.

**C. Board Members' Behavior and Conduct** - District Board members who intentionally and repeatedly do not follow proper conduct may be formally censured by the Board.

1. Serious infractions of the Code of Conduct could lead to other sanctions as deemed appropriate by Board.
2. Board members should point out to the offending Board member infractions of the Code of Conduct.
3. If the offenses continue, then the matter should be referred to the Chairperson in private.
4. If the Chairperson is the individual whose actions are being challenged, then the matter should be referred to the Vice-Chairperson.
5. It is the responsibility of the Chairperson to initiate action if a Board member's behavior may warrant sanction.
6. If no action is taken by the Chairperson, the alleged violation(s) can be brought up with the full Board in a public meeting.
7. If violation of the Code of Conduct is outside of the observed behaviors by the Chairperson or Board members, the alleged violation should be referred to the Chairperson.
8. The Chairperson should ask the General Manager and/or the District Legal counsel to investigate the allegation and report the findings to the Chairperson.

9. It is the Chairperson's responsibility to take the next appropriate action. These actions can include, but are not limited to: discussing and counseling the individual on the violations; recommending sanctions to the full Board to consider in a public meeting; or forming a Board ad hoc subcommittee to review the allegation, the investigation and its findings, as well as to recommend sanction options for Board consideration

[April 14, 2011]

### **Policy 2.7 Directors - Terms of Directors**

Pursuant to Neb. Rev. Stat. § 2-3213, a Director's term shall be a four-year term. A Director's term will commence upon taking the Oath of Office and will end on December 31st of the fourth year of the term.

[January 10, 2019]



**3.0 Officers - Appointment.** The officers of the Board shall be a Chairperson, Vice-Chairperson, Secretary, and Treasurer, each of whom shall be elected by secret ballot by the Board at its July monthly meeting of each year, and an Assistant Treasurer, who, at such meeting, shall be designated by the Treasurer, with the concurrence of the Board. The results of the secret ballot will be announced to the Board.

[December 5, 1986; July 14, 2022]

**3.1 Officers - Term.** Each officer shall serve at the pleasure of the Board and hold office until his or her successor has been elected or until he or she resigns, or becomes incapacitated, as determined by the Board.

[December 5, 1986]

**3.2 Officers - Duties.**

A. The **Chairperson** shall be the principal officer of the Board. It is the duty of the Chairperson of the Board to:

1. open the meeting at the appointed time by taking the chair and calling the meeting to order;
2. announce in proper sequence the business that comes before the Board in accordance with the adopted agenda;
3. recognize members who are entitled to the floor;
4. to state and to put to vote all questions that legitimately come before the Board as motions or that otherwise arise in the course of proceedings and to announce the result of each vote, or, if a motion that is not in order is made, to rule it out of order;
5. enforce the rules relating to debate and to order and decorum within the Board;
6. expedite business in every way compatible with the rights of Directors;
7. decide all questions of order, subject to appeal – unless when in doubt, prefers to submit such a question to the Board for decision;
8. respond to inquiries of Directors relating to parliamentary procedure or factual information bearing on the business of the Board; and,
9. declare the meeting adjourned when the Board so votes.

The Chairperson shall assist the General Manager by interpreting and clarifying the actions, intent, and decisions of the Board between meetings as may become necessary to carry out the works, policies, and intents of the Board, as provided by Policy 1.4. In general, the Chairperson shall perform all duties incident to the office and such other duties as may be prescribed by the Board from time to time.

B. The **Vice-Chairperson** shall perform the duties of the Chairperson in the absence of the Chairperson, or in the event of the Chairperson's inability or refusal to act. When so acting, the Vice-Chairperson shall have all the powers of and be subject to, all the restrictions upon the Chairperson. The Vice-Chairperson shall perform such other duties as from time to time may be assigned by the Chairperson of the Board.

C. The **Secretary** shall keep, or cause to be kept, accurate minutes of the Board meetings, and perform all the duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the Chairperson or the Board.

D. The **Treasurer** shall perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the Chairperson or the Board. The Treasurer shall at all times follow regulations as established by law and by these policies.

E. The **Assistant Treasurer** shall act on behalf of the Treasurer in accordance with the written authorization signed by the Treasurer filed with the Secretary. When so acting, the Assistant Treasurer shall have all the power of and be subject to, all the restrictions imposed upon the Treasurer.

[December 5, 1986]

### **3.3 Officers - Nebraska Association of Resources Districts Director and Alternate Director.**

At each July Board of Directors meeting, the Board shall elect a Nebraska Association of Resources Districts Director and Alternate Director. The two Board members elected will serve as the voting delegate and alternate voting delegate at all NARD meetings. If both are unable to attend an NARD meeting, the Chairperson shall designate the voting delegate.

[March 2, 1988; March 9, 1989]

**4.0 Board Meetings - Regular Monthly Meetings.** Unless otherwise designated by the Board, the regularly scheduled monthly meeting of the Board shall be held on the second Thursday of each month, at the principal office of the District. Each meeting shall begin at 4:00 p.m. unless otherwise designated. If, prior to the meeting time the General Manager and the Chairperson determine that weather conditions are or will be dangerous for travel to and from the meeting, the regularly scheduled monthly meeting shall be postponed to a date and time determined by the Board Chairperson. The General Manager shall cause every reasonable effort to be made to notify each director of such postponement.

Regularly scheduled monthly meetings may be conducted by virtual conferencing subject to the requirements of Sections 84-1411(2)(b) and 84-1412 of the Open Meetings Act. The Chairperson can elect to hold Board meetings through virtual conferencing on his or her own directive or shall be called by the Chairperson upon the request of three other directors. It is the District's preference to conduct all Board meetings in person and virtual conferencing be only used when the health and safety of the directors, NRD Management, NRD staff and general public are at risk.

[December 5, 1986; December 8, 1988; July 9, 2009; December 12, 2019; July 14, 2022]

**4.1 Board Meetings - Special Meetings.** Special meetings of the Board may be called from time to time as follows:

A. As used herein, the term "special meeting" shall mean all meetings of the Board, requiring a quorum, other than the regularly scheduled monthly meetings.

B. Special meetings may be called on the Chairperson's own motion or shall be called by the Chairperson upon the request of three other directors.

C. The action of the Chairperson in calling such special meeting, and the specification of the date and time and the subjects to be acted upon at such special meeting shall be expressed by oral or written communications to the General Manager, who upon receiving such communications, shall make a memorandum thereof and within 24 hours (exclusive of weekends and NRD holidays) transmit by e-mail to each Director, at his or her last known e-mail address, a notice advising the date and time when such special meeting shall convene pursuant to the call. Such notice shall further contain an agenda of the subjects to be acted upon at such special meeting, which agenda may only be modified at such public meeting to include items of an emergency nature unknown at the time the call for such meeting was made. Meeting agenda and related materials will be posted to the web site at least 3 days prior to the meeting date.

D. In addition to transmitting e-mail notice to all Directors, the General Manager shall cause two attempts to be made to communicate notice of the special meeting to each Director by telephone, such calls shall originate during the District's normal business hours and shall be made to the Director's number shown in the current telephone directory, or to such telephone number as a Director may specify in writing delivered to the General Manager for this purpose.

E. Special meetings may be called to convene on not less than the third day (exclusive of weekends and NRD holidays) after the day that e-mail notice to Directors of such meeting and may be called to convene only at the principal office of the District and between the hours of 8:00 a.m. and 8:00 p.m. on a day other than Saturday, Sunday, or an NRD holiday.

F. Special meetings may be conducted by virtual conferencing subject to the requirements of Sections 84-1411(2)(b) and 84-1412 of the Open Meetings Act. The Chairperson can elect to hold Board meetings through virtual conferencing on his or her own directive or shall be called by the Chairperson upon the request of three other directors. It is the District's preference to conduct all Board meetings in person and virtual conferencing be only used when the health and safety of the directors, NRD Management, NRD staff and general public are at risk.

[December 5, 1986; November 18, 1999; October 9, 2003; July 14, 2022]

**4.2 Board Meetings - Emergency Meetings.** (Governed by Section 84-1411(5) R.R.S., 1999.) When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes and any formal action taken in such meeting shall pertain only to the emergency. Such emergency meetings may be held by means of electronic or telecommunication equipment. The provisions of Section 84-1411(4) R.R.S., 1999, shall be complied with in conducting emergency meetings, i.e., reasonable efforts shall be made to provide advance notification to the news media of the time, place and subject of the emergency meeting. Minutes specifying the nature of the emergency and any formal action taken will be available to the public no later than the end of the next regular business day.

[December 5, 1986; May 12, 2005]

**4.3 Board Meetings - Agenda.** Except for items of an emergency nature, the agenda for regular meetings of the Board shall be finalized 24 hours prior to the hour of the meeting.

[December 5, 1986; January 8, 2015; July 14, 2022]

**4.4 Board Meetings - Notice of Meetings and Expenditures.** Public Notice of the regular Board meeting shall be e-mailed to the six offices of the District, the Board and news media at least 6 days prior to the meeting. The Public Notice shall contain the time, place and date of the meeting and a statement that, "The agenda for each such meeting shall be kept continually current and shall be readily available for public inspection at the principal office of the Papio-Missouri River NRD at 8901 South 154<sup>th</sup> Street, Omaha, NE, during normal business hours." The notice of the District's regular Board of Directors meeting shall be published in the Omaha World-Herald. The District's monthly expenditures shall be published in the least expensive legal newspaper in each of the six counties on a yearly basis.

[December 5, 1986; October 9, 2003]

**4.5 Board Meetings - Conduct of Meetings.**

A. For the sake of accuracy, a recording shall be made of Board meetings, with a secretary also present to record the minutes of the meeting.

B. Each member of the Board, including the Chairperson, shall have one vote upon each matter submitted to a vote at a meeting of the Board.

C. Voting on any motion or resolution before the Board shall be by roll call vote in open session. Roll calls of Directors shall be made in rotating alphabetical order. The record shall state how each Director voted, or if the Director was absent or not voting.

D. Pursuant to statute, a majority of the voting members of the Board shall constitute a quorum, and the concurrence of a majority of a quorum shall be sufficient to take action and make recommendations (Sec. 2-3219, R.R.S., 1943). Such provision is hereby construed as requiring the concurrence of a majority of the Directors present for the passage of a motion (if such majority is a quorum) and, therefore, Directors present but abstaining on a motion should be counted as voting and such votes regarded as having the same effect as negative votes.

[December 5, 1986; December 12, 2002; January 8, 2015]

**4.6 Board Meetings - Rules of Order.** Unless superseded by law, by these policies, or by prior or future resolution, Robert's Rules of Order, Newly Revised, will govern the conduct of all meetings of the Board.

[December 5, 1986]

**4.7 Board Meetings - Minutes.** Minutes of all Board meetings showing the time, place, members present and absent, the action taken, and the vote thereon, shall be prepared.

[December 5, 1986]

**4.8 Board Meetings - Right to Speak.** The following rules and regulations shall govern the conduct and privilege to speak of persons attending open meetings of the District:

- A. Prior to the convening of the meeting, the General Manager shall post an agenda at the door of the meeting room.
- B. A Request to Address the Board sheet shall be posted with the agenda and citizens wishing to speak at the meeting shall so indicate on this sheet and specify the agenda item or items on which they desire to be heard.
- C. During the consideration of each agenda item the Chairperson shall call upon citizens who have indicated a desire to be heard on such item, in the order in which the Chairperson shall determine. The Chairperson, in his or her discretion, may also allow other citizens to be heard after all those who have given prior indication of a desire to speak have been heard on such item.
- D. Every citizen speaking at the meeting shall begin his or her remarks by stating his or her name and postal address.
- E. All citizens' remarks shall be directed to the Chairperson who shall determine by whom any appropriate response shall be made.
- F. The Chairperson may limit or allot the time allowed for the remarks of citizens called upon to be heard and may rule any such citizen out of order for exceeding such limitation, or for remarks which are repetitious or irrelevant.

[December 5, 1986]

#### **4.9 Board Meetings - Meeting Materials Distribution.**

A. Meeting materials for the Board Meetings will be posted to the District web site at [www.papionrd.org](http://www.papionrd.org). pursuant to the following:

Board Meeting Information: Draft Board agenda and other available information will be posted to the website at least 5 days prior to the meeting date. Draft agenda will be e-mailed to Directors at least 5 days prior to the meeting date.

Final agenda, Subcommittee minutes, etc., will be posted to the website by 4:00 p.m. the day prior to the Board Meeting. Final agenda will be e-mailed to Directors by 4:00 p.m. the day prior to the meeting date.

B. Except with the consent of two-thirds of the entire Board of Directors, and with the exception of matters related to litigation, the Board at a non-emergency meeting (see 84-1411(3), R.R.S., 1943) shall not consider personnel matters or give initial consideration to a new project unless the available informational materials relating thereto are e-mailed to the Directors and posted to the web site at least five days prior to the day of the meeting.

[December 5, 1986; September 8, 1994; October 9, 2003]

**4.10 Board Meetings - Agenda Distribution.** The draft agenda will be posted to the web site ([www.papionrd.org](http://www.papionrd.org)) at least 5 days prior to the meeting date. The final agenda will be posted to the web site and e-mailed to Directors by 4:00 p.m. the day prior to the Board Meeting.

[December 5, 1986; October 9, 2003]

**5.0 Subcommittees - Appointment.** The standing Subcommittees of the Board, other than the Executive Subcommittee, shall consist of Directors appointed by the Chairperson as regular or alternate members with the approval of the Board.

[December 5, 1986; March 3, 1988; May 9, 1991; March 12, 1992; August 12, 1993; July 13, 1995]

**5.1 Subcommittees - Term.** Regular and Alternate members of Subcommittees shall serve at the pleasure of the Chairperson.

[December 5, 1986; May 9, 1991; March 12, 1992; July 13, 1995]

**5.2 Subcommittees - Officers.** The officers of Subcommittees shall be a Subcommittee Chairperson and a Subcommittee Vice Chairperson. Officers of Subcommittees other than the Executive Subcommittee shall be appointed by and serve at the pleasure of the Chairperson.

[December 5, 1986; March 12, 1992]

**5.3 Subcommittees - Notice of Meetings.** Notice of meetings of Subcommittees shall be e-mailed to all Directors at least five days prior to the date of the meeting, with the exception that notice of meetings of the Finance, Expenditure and Legal Subcommittee for the purpose of reviewing bills or making recommendations for disbursements of District funds may be given by telephone at least forty-eight hours prior to the meeting. Public notice of the meetings of subcommittees shall be posted, mailed and published in the same manner as provided for regular board meetings by Policy 4.4.

[December 5, 1986; March 3, 1988; May 9, 1991; March 12, 1992; August 12, 1993; July 13, 1995; October 9, 2003]

**5.4 Subcommittees - Conduct of Meetings.** A quorum of a Subcommittee, other than the Executive Subcommittee, shall consist of the Subcommittee Chairperson or the Subcommittee Vice Chairperson and one other regular member or one other alternate member attending in place of a regular member of the Subcommittee. A quorum of the Executive Subcommittee shall consist of two members of the Subcommittee. Each member of a Subcommittee, or alternate member attending in place of a regular member of the Subcommittee, shall be entitled to vote upon the matters before the Subcommittee. In the event a regular member of a subcommittee is unable to attend a subcommittee meeting, such member shall arrange to have an alternate member of the subcommittee attend in his or her place, or shall notify the Subcommittee Chairperson or Vice-Chairperson of such member's inability to arrange such attendance by an alternate member of the subcommittee.

[December 5, 1986; March 3, 1988; May 9, 1991; March 12, 1992; July 13, 1995]

**5.5 Subcommittees Rules of Order.** (See Policy 4.6.)

[December 5, 1986]

**5.6 Subcommittees - Minutes.** All Subcommittee meetings shall be recorded and the recordings retained for 18 months.

[December 5, 1986; January 8, 2015]

**5.7 Subcommittees - Bad Weather Postponement of Meetings.** If, prior to the Subcommittee meeting time the General Manager and the Chairperson of the Subcommittee determine that weather conditions are or will be dangerous for travel to and from the meeting, the date, time and place of the meeting shall be determined by the Subcommittee Chairperson. The General Manager shall cause every reasonable effort to be made to notify each member of the Subcommittee of such postponement.

[December 5, 1986; December 12, 2002]

**5.8 Subcommittees - Authority.** Each of the standing subcommittees of the Board shall have authority to make recommendations for Board action with respect to subjects within its jurisdiction and, with the assistance of the General Manager, may conduct such investigations and negotiations, and provide such responses to inquiries, as may be necessary for the formulation of its recommendations.

[March 12, 1992]

**5.9 Subcommittees - Meeting Materials Distribution.**

A. Meeting materials will be posted to the District web site at [www.papionrd.org](http://www.papionrd.org) pursuant to the following:

**Subcommittee Information:** Subcommittee Agendas and background information will be posted to the website at least 5 days prior to the Subcommittee meeting date. Agendas and staff recommendation memos will be e-mailed to Directors at least 5 days prior to the Subcommittee meeting date.

B. Except with the consent of two-thirds of the entire Subcommittee, and with the exception of matters related to litigation, the Subcommittee shall not consider personnel matters or give initial consideration to a new project unless the available informational materials relating thereto are e-mailed to the Directors and posted to the web site at least five days prior to the day of the meeting.

[September 8, 1994; October 9, 2003]



**6.0 Executive Subcommittee - Appointment.** The regular members of the Executive Subcommittee shall consist of the Chairperson, Vice Chairperson, Secretary and the Treasurer (or the Assistant Treasurer in the absence of the Treasurer) of the Board. The Chairperson of that standing Subcommittee of the Board which the Chairperson of the Board determines has primary jurisdiction over the principal subject of an Executive Subcommittee meeting shall be an ad hoc voting member of the Executive Subcommittee for that meeting. In the case of District emergency, the Chairperson, or the Vice Chairperson in the absence of the Chairperson from the District, may appoint other members of the Board to serve as substitutes for members of the Executive Subcommittee who may be absent from the District or otherwise temporarily unable to serve.

[December 5, 1986; April 13, 1989; March 12, 1992; August 12, 1993]

**6.1 Executive Subcommittee - Term.** Members of the Executive Subcommittee shall serve during their term as officers.

December 5, 1986; April 13, 1989; March 12, 1992]

**6.2 Executive Subcommittee - Officers.** The officers of the Board shall be the officers of the Executive Subcommittee.

[December 5, 1986]

**6.3 Executive Subcommittee - Emergency Jurisdiction.** The Executive Subcommittee is empowered to provide approval of emergency responses to legislative initiatives, natural disasters and other District crises; provided that, a report of each such approval shall be mailed to the Directors at the time of such approval.

[December 5, 1986; March 12, 1992; July 13, 1995]

**6.4 Executive Subcommittee - Meetings.** Meetings of the Executive Subcommittee shall be called by the Chairperson.

[December 5, 1986]

**6.5 Executive Subcommittee – General Manager Jurisdiction.** The Executive Subcommittee is responsible for the periodic review of the General Manager Employment Agreement.

[July 14, 2022]

**7.0 Finance, Expenditure and Legal Subcommittee - Appointment.** (See Policy 5.0)

[December 5, 1986; March 12, 1992]

**7.1 Finance, Expenditure and Legal Subcommittee - Term.** (See Policy 5.1)

[December 5, 1986; March 12, 1992]

**7.2 Finance, Expenditure and Legal Subcommittee - Officers.** (See Policy 5.2)

[December 5, 1986; March 12, 1992]

**7.3 Finance, Expenditure and Legal Subcommittee - Jurisdiction.** The Finance, Expenditure and Legal Subcommittee shall have jurisdiction with respect to:

- A. The annual budget of the District;
- B. the District's periodic financial reports and annual audit;
- C. deposits and investments of District funds;
- D. review of District bills and recommendations for disbursement of District funds;
- E. acquisition and disposal of land, easements or rights-of-way;
- F. litigation involving the District; and,
- G. the District's insurance coverage.

[December 5, 1986; March 12, 1992; August 12, 1993]

**7.4 Finance, Expenditure and Legal Subcommittee - Meetings.** Meetings of the Finance, Expenditure and Legal Subcommittee shall be called by the Chairperson or by the Subcommittee Chairperson. Meetings of the Finance, Expenditure and Legal Subcommittee for the purpose of reviewing bills or making recommendations for disbursements of District funds shall be called by the Chairperson or by the Subcommittee Chairperson at the request of any member or such Subcommittee and held during the hour prior to the regular monthly meeting of the Board when those bills or disbursements will be discussed.

[December 5, 1986; March 12, 1992; August 12, 1993]

**7.5 Finance, Expenditure and Legal Subcommittee - Budgetary Oversight.** If, at any time during the fiscal year, the District expenditures from any budgetary account, for which more than \$20,000 was budgeted for that fiscal year, exceed the amount budgeted by more than 10%, the Chairperson of the Finance, Expenditure and Legal Subcommittee may call a meeting of such Subcommittee to consider recommendations to the Board with respect to such account.

[July 9, 1992; July 14, 2022]

**8.0 Personnel, Legislative and Public Affairs Subcommittee - Appointment.** (See Policy 5.0)

[December 5, 1986; March 12, 1992]

**8.1 Personnel, Legislative and Public Affairs Subcommittee - Term.** (See Policy 5.1)

[December 5, 1986; March 12, 1992]

**8.2 Personnel, Legislative and Public Affairs Subcommittee - Officers.** (See Policy 5.2)

[December 5, 1986; March 12, 1992]

**8.3 Personnel, Legislative and Public Affairs Subcommittee - Jurisdiction.** The Personnel, Legislative and Public Affairs Subcommittee shall have jurisdiction with respect to:

- A. Personnel requirements of the District;
- B. wages, salaries and benefits due to District employees;
- C. grievances of District employees;
- D. annual evaluation of the District's General Manager;
- E. legislation affecting the District and the District's legislative activities; and,
- F. the information and education activities of the District.

[December 5, 1986; March 12, 1992]

**8.4 Personnel, Legislative and Public Affairs Subcommittee - Meetings.** Meetings of the Personnel, Legislative and Public Affairs Subcommittee shall be called by the Chairperson or by the Subcommittee Chairperson.

[December 5, 1986; March 12, 1992]

**9.0 Programs, Projects and Operations Subcommittee - Appointment.** (See Policy 5.0)

[December 5, 1986; March 3, 1988; May 9, 1991; March 12, 1992; July 13, 1995]

**9.1 Programs, Projects and Operations Subcommittee - Term.** (See Policy 5.1)

[December 5, 1986; May 9, 1991; March 12, 1992; July 13, 1995]

**9.2 Programs, Projects and Operations Subcommittee - Officers.** (See Policy 5.2)

[December 5, 1986; March 12, 1992]

**9.3 Programs, Projects and Operations Subcommittee - Jurisdiction.** The Programs, Projects and Operations Subcommittee shall have jurisdiction with respect to:

- A. Formulation of District goals and objectives;
- B. establishment of District projects and programs;
- C. implementation and administration of existing District projects and programs;
- D. purchase and disposal of equipment, supplies and other personal property;
- E. acquisition of services;
- F. coordination of District activities with the activities of other governmental entities; and
- G. naming of NRD reservoirs, recreation areas and other property and facilities.

[December 5, 1986; March 12, 1992; December 13, 2018]

**9.4 Programs, Projects and Operations Subcommittee - Meeting.** Meetings of the Programs, Projects and Operations Subcommittee shall be called by the Chairperson or by the Subcommittee Chairperson.

[December 5, 1986; May 9, 1991; March 12, 1992]

**10.0 – Conflicts of Interest.** (See memo, dated March 14, 2002, Appendix R)

**11.0 Ad Hoc Subcommittees - Appointment.** The Chairperson shall appoint the members of each Ad Hoc Subcommittee created by the Board.

[December 5, 1986]

**11.1 Ad Hoc Subcommittees - Term.** Members of each Ad Hoc Subcommittee created by the Board shall serve at the pleasure of the Chairperson.

[December 5, 1986]

**11.2 Ad Hoc Subcommittees - Officers.** Each Ad Hoc Subcommittee created by the Board shall have such officers as the Chairperson shall determine, such officers to be appointed by and serve at the pleasure of the Chairperson.

[December 5, 1986]

**11.3 Ad Hoc Subcommittees - Duties.** Each Ad Hoc Subcommittee created by the Board shall have such duties as the Board shall determine from time to time.

[December 5, 1986]

**11.4 Ad Hoc Subcommittees - Meetings.** Meetings of each Ad Hoc Subcommittee created by the Board shall be called by the Chairperson or by the Ad Hoc Subcommittee Chairperson.

[December 5, 1986]

**12.0 General Manager - Employment.** (Governed by the provisions of the General Manager Employment Agreement, Appendix A.)

[December 5, 1986]

**12.1 General Manager - Term.** (Governed by the provisions of the General Manager Employment Agreement, Appendix A.)

[December 5, 1986]

**12.2 General Manager - Duties.** (Governed by the provisions of the General Manager Employment Agreement, Appendix A.)

[December 5, 1986]

**12.3 General Manager - Authority.** Except as otherwise directed by the provisions of the General Manager Employment Agreement (Appendix A), within the limitations of the Nebraska Budget Act (Sec. 23-921, R.R.S., 1943), and within any limitations set by these policies, the General Manager, on behalf of the District, shall approve program applications, enter into contracts, employ staff (within the limits of the adopted budget for personnel for the fiscal year), authorize the commitment of District funds, and take such other actions as the General Manager determines reasonable and necessary to carry out the authorized programs and authorized projects of the District.

[December 5, 1986]

**12.4 General Manager - Delegation of Authority.** Whenever these policies call for the performance by the General Management of a duty or act, the General Manager may delegate such responsibility to Staff. (See Policy 1.1, "Management").

[December 5, 1986]

**12.5 General Manager - Performance Review.** (Governed by the provisions of the General Manager Employment Agreement, Appendix A.)

[December 5, 1986]

**12.6 General Manager - Assistant General Manager.** The General Manager may appoint an Assistant General Manager.

[December 5, 1986]

**12.7 General Manager - Monthly Report.** The General Manager shall report to the Board monthly, such report to include the following:

- A. Information/Education Report
- B. A personnel report, to include personnel development, promotions, and the hiring of new employees.
- C. A report on the authorized programs and projects of the District.
- D. A report on construction services, professional services and personal property purchases authorized by management.

[December 5, 1986; November 9, 1993; December 12, 2002; August 12, 2004; July 14, 2022]



**13.0 District Staff - Employment.** (Governed by the provisions of the District's Employee Handbook, Appendix B.)

[December 5, 1986]

**13.1 District Staff - Duties.** Staff shall perform such general duties as the General Manager shall determine from time to time in written job descriptions.

[December 5, 1986]

**13.2 District Staff - Discharge.** (Governed by the provisions of the District's Employee Handbook, Appendix B.)

[December 5, 1986]

**13.3 District Staff - Promotion.** (Governed by the provisions of the District's Employee Handbook, Appendix B.)

[December 5, 1986]

**13.4 District Staff - Compensation.** (Governed by the provisions of the District's Pay Program Administration Manual, Appendix C.)

[December 5, 1986; January 8, 2015]

**13.5 District Staff - Grievances.** (Governed by the provisions of the District's Employee Handbook, Appendix B.)

[December 5, 1986]

**13.6 District Staff - Insurance.** (Governed by the provisions of the District's Employee Handbook, Appendix B.)

[December 5, 1986]

**13.7 District Staff - Retirement.** (Governed by the provisions of the District's Employee Handbook, Appendix B.)

[December 5, 1986]

**13.8 District Staff - Malpractice Indemnity.** The District shall indemnify its present and future Directors, Officers and Staff for all amounts, in excess of insurance coverage, which they become legally obligated to pay to any person other than the District or its Directors, Officers or Staff, as a result of a claim, first made after the adoption of this resolution and brought to the attention of the Board of Directors within 60 days, seeking damages resulting from a negligent, act, error or omission arising out of the performance of or failure to perform professional services for the District; provided that such indemnity shall include the necessary and reasonable costs of defending such claim but shall exclude indemnification of any Director, Officer or employee for the consequences of his or her criminal acts or intentional torts, or for fines or penalties other than as may be assessed under Federal water laws; and, provided further, that this Policy may be amended and construed from time to time as the Board of Directors may determine.

[December 5, 1986]

**13.9 District Staff - Safety Program.** (Governed by the provisions of the District's Safety and Injury Prevention Program, Appendix J.)

[January 7, 1988]

**14.0 Financial - Depositories.** The Board of Directors shall approve depositories in which the funds of the District may be kept in demand deposit (checking) accounts.

[December 5, 1986; January 11, 1990; December 12, 2002; July 14, 2022]

**14.1 Financial - Investments.** The Treasurer of the District be, and is hereby authorized and directed to hold the funds of the District in the following manner:

A. The amount necessary for the immediate needs of the District shall be maintained on deposit in an FDIC-insured checking account at the named depositories , or their successors.

B. The remainder of the funds of the District shall be maintained in one or more of the following investment accounts, in such proportions or amounts as may be determined by the Treasurer, subject to the limitations hereinafter provided, to-wit:

1. In insured time certificates of deposit issued by any bank within the District.
2. In United States treasury notes or bonds, on the best terms as may be obtainable and in such multiples, amounts and maturities as may be available on the open market. The Treasurer is authorized to hold such notes or bonds until the maturity thereof, or sell the same when he or she shall determine that the proceeds thereof shall be necessary for the payment of District obligations or when a greater return to the District can be obtained by investing said proceeds in one or more other investments authorized by these rules and regulations.
3. In the Nebraska Public Agency Investment Trust.

C. No funds of the District accumulating in an amount in excess of the applicable FDIC insurance coverage shall be maintained on deposit or in certificates of deposit of any bank unless the excess is secured in the same manner as provided by statute for the deposit of public funds.

D. The Treasurer and General Manager, jointly; the Treasurer and the Assistant General Manager, jointly; the Assistant Treasurer and the General Manager, jointly; or the Assistant Treasurer and the Assistant General Manager, jointly, are authorized to issue written orders for the transfer of District funds between District deposit and investments accounts, issue checks against the District deposit accounts without prior approval of this Board for the purchase of such U.S. Treasury notes or bonds or time certificates of deposit as may be made by the Treasurer of the District pursuant hereto; and, redeem such instruments, and endorse such instruments for deposit in District deposit accounts.

E. The Senior Accountant is authorized to transmit verbal or electronic orders for the transfer of District funds between District deposit and investment accounts and for the purchase, sale or redemption of U.S. Treasury notes or bonds or certificates of deposit pursuant hereto.

F. The Treasurer is authorized and directed to designate the named depositories or their successors as the Treasurer's agent for the safekeeping of any U.S. Treasury notes or bonds purchased pursuant to the authority granted herein.

G. The Administrative Coordinator may sign financial documents as described in subparagraphs B and D above if a vacancy exists in either the position of General Manager or the position of Assistant General Manager

[December 5, 1986; January 11, 1990; December 12, 2002; January 12, 2006; June 8, 2006; January 8, 2015; July 14, 2022]

**14.2 Financial - Disbursements.** Checks, drafts and orders for payments of District funds on deposit any District depository, shall be made only as authorized by the Board and may be signed by the Treasurer and the General Manager, Jointly; or by the Treasurer and Assistant General Manager, jointly; or by the Assistant Treasurer and the General Manager, jointly; or by the Assistant Treasurer and the Assistant General Manager, jointly. Electronic funds transfer orders, except for those authorized by 14.1, shall be made upon the written or electronic approvals required for check disbursements. A copy of the approvals shall become a part of the accounting records. The Administrative Coordinator may sign financial disbursements in the manner noted above if a vacancy exists in either the position of General Manager or the position of Assistant General Manager.

[December 5, 1986; January 11, 1990; January 12, 2006; June 8, 2006; July 14, 2022]

### **14.3 Financial - Accounting.**

A. Accounting books and records for all financial transactions will be kept in accordance with generally accepted accounting principles. An audit of the District's books shall be made at the end of each fiscal year.

B. Expenses of the District employees and Directors will be reimbursed only upon the completion of an Expense Claim, Form 14.3.B., Manual of Standard Forms (Appendix E) and as necessary for the District to remain compliant with Internal Revenue Service requirements for an accountable plan.

C. An expense claim shall be submitted within sixty (60) days after the occurrence of the claimed expense. The expense claim shall itemize and describe the nature of the expense. Receipts for expenses shall be attached to the claim. The following rules apply to Expense Claim, Form 14.3.B.

1. **Description** – Record the purpose of the visit. If any amounts are included for guest meals, you should record name and title of the guests, business purpose and nature of expenditure(s), i.e., meals, etc.
2. **Lodging** – Receipts are required for all lodging expenditures, show single rate, if applicable.
3. **Transportation** – Air, Limo, Taxi, Etc. Receipts are required for all air expenditures; however, receipts are not required for normal local transportation such as taxi, subway, limousine, etc. Automobile Expenses (not to be used if you use District vehicle) – For use of personal automobile. Record number of miles driven and the amount of reimbursement. For rental car insert appropriate amount and attach copy of receipt.
4. **Tolls/Parking** - Receipts should be attached if available for parking or tolls incurred while using a District or personal vehicle for District business.

5. **Meals** – This should reflect amount expended on meals. Receipts are required for all meals if daily total exceeds \$39.00 and/or individual meal exceeds \$20.00.
6. **Telephone**: Charges should be accompanied by telephone bill which indicates business called and purpose.
7. **Other Expenses** – Other expenses such as meeting/conference registration fees, internet connection expenses, miscellaneous supplies, etc. Receipts should be attached if available.
8. **Daily Total** – The total amount of expenses (not including per diem) expended for each day should be accumulated and entered here.
9. **Per Diem** – Director per diem request should be noted here.
10. **Travel Advance** – If you have drawn a travel advance for a trip, insert the amount and calculate the balance owed to you or if the advance exceeds the expenses, return the amount due to the District.
11. **Credit Card Use** – A credit card receipt, except for fuel purchases, must be accompanied by an itemized receipt.
12. **Signature** - Sign and date and return to the NRC office.
13. If the spaces provided for explanations are not adequate, please use the space provided on the back of the form or attach additional pages as required.
14. Be sure report is completely and correctly identified and columns totaled.

D. Staff expense claims will be furnished to the Accounting Department by the first workday of each month. Staff expense claims shall have the written approval of the staff member's supervisor prior to being processed for payment. The Administrative Coordinator will forward monthly expense claims to each Director for review, signature and return to the office by noon on the Tuesday of the week following the Board meeting for payment with the next payroll.

E. The General Manager's expense claims shall be reviewed by the Senior Accountant and Treasurer. They shall endorse their recommendation and indicate the completion of their review by initialing the claim form. The claim form shall then be submitted to the Treasurer (or Assistant Treasurer) for approval prior to processing for payment. Any General Manager expense item that the Treasurer (or Assistant Treasurer in the absence of the Treasurer) declines to approve for payment shall be deleted from the claim form, so that other items on the claim form may be processed for payment. Any of the General Manager's expense items that are disputed by the Treasurer shall be referred to the Executive Subcommittee, which shall indicate in writing its decision on payment/non-payment of the item.

F. Director expense claims shall be reviewed by the Senior Accountant and by the General Manager. They shall endorse their recommendation and indicate the completion of their reviews by initialing the claim form. The claim form shall then be submitted to the General Manager (or Assistant General Manager) for approval prior to processing for payment. Any Director expense item that the General Manager (or Assistant General Manager) declines to approve for payment shall be deleted from the claim form, so that other items on the claim form may be processed for payment. Any Director's expense item that is disputed by the General Manager (or Assistant General Manager) shall be referred to the Executive Subcommittee, which shall indicate in writing its decision on payment/non-payment of the item.

G. Directors and District employees are eligible for a travel advance against the otherwise reimbursable expenses of any authorized out-of-District travel. The maximum amount for a travel advance shall be \$500.00. A written request for a travel advance must be submitted to the District Accountant at least five (5) days but not more than thirty (30) days prior to the date of travel. Any excess reimbursement or excess travel advance shall be returned within one hundred twenty (120) days after the expense was incurred.

H. While conducting District business, Directors and District employees shall be eligible for reimbursement for mileage. It shall be the policy of the District to pay the standard mileage rate allowed by the State of Nebraska Administrative Services Department, pursuant to Section 81-1176, R.R.S., 1943, for those Directors and District employees required to provide their own vehicles. However, while conducting District business out of the District if air travel is available, the District shall reimburse the lesser amount, i.e., if lowest available rate for air travel is \$200.00 and mileage is \$225.00 the District shall only pay \$200.00. If air travel is available and Directors or District employees choose to drive, they will be reimbursed for the reimbursable expenses for one travel day and Directors shall be paid for only one day of per diem. If air travel is available, additional housing expense will not be allowed as a reimbursable expense if road transportation is utilized as a matter of choice.

[December 5, 1986; February 4, 1988; June 8, 2006; July 14, 2022]

#### **14.4 Financial - Reports.**

A. Major changes to the District's accounting system or the replacement of the accounting system with a different system shall require the prior approval of the Board, except where required by law. Minor changes, such as adding new accounts, deleting obsolete accounts, renaming accounts, etc.; are not considered major changes and may be made with the approval of the General Manager.

B. Management shall provide to the members of the Finance, Expenditure and Legal Subcommittee such periodic written itemizations of planned and pre-authorized disbursements of District funds as such Subcommittee shall request.

[December 5, 1986; July 9, 1992; January 12, 2006]

**14.5 Financial - Fidelity Bonds.** The Treasurer, the Assistant Treasurer, the General Manager, the Assistant General Manager, the Administrative Coordinator, and the District Accountant each shall be bonded in the sum of \$100,000.00 prior to performing any such function.

[December 5, 1986; December 12, 2002; June 8, 2006]

**14.6 Financial - Recognition Dinners.** The District may hold a recognition dinner each year for the elected Directors, employees or volunteers of the District. The maximum cost per person for such dinner shall not exceed twenty-five (\$25.00) per person. An annual recognition dinner may be held separately for elected Directors or separately for employees or for volunteers, or any combination thereof.

[September 8, 1994]

**14.7 Financial - Beverages and Meals Provided at Public Meetings.** The District may provide:

A. Non-alcoholic beverages to individuals attending public meetings of the Board of Directors; and,

B. Non-alcoholic beverages and meals to:

1. Any individuals while performing or immediately after performing relief, assistance, or support in emergency situations, including, but not limited to tornado, flood, fire or accident; and,
2. Volunteers during or immediately following their participation in any activity approved by the Board, including, but not limited to, mowing parks, picking up litter, etc.

[September 8, 1994]

**14.8 Financial - Awards.** The District may provide awards to include plaques, certificates of achievement, or other items of value, not to exceed \$200.00 per award, to recognize the accomplishments of Directors, employees, volunteers and other elected officials at the discretion of the General Manager.

[September 8, 1994]

**15.0 Purchasing - Real Property.** For authorized programs and projects:

A. Offers to purchase title to real property within the District may be issued by the General Manager, title to real property may be purchased or accepted, and instruments relating thereto (containing such covenants and conditions as Legal Counsel approves as to form) may be executed by the General Manager with prior approval of the transaction by the Board.

B. Leasehold interests in real property, in favor of the District, may be purchased or accepted, and instruments relating thereto (containing such covenants and conditions as Legal Counsel approves as to form) may be executed by the General Manager, with the prior approval of the transaction by the Board.

C. Leases of District real property to others may be granted, and instruments relating thereto (containing such covenants and condition as Legal Counsel approved as to form) may be executed by the General Manager

1. with the prior approval of the transaction by the Board;
2. if such lease is for an annual cash rental cropping lease.

D. Real property easements, permits and licenses for nominal consideration in favor of the District may be acquired, and instruments relating thereto (containing such covenants and conditions as Legal Counsel approves as to form) may be executed by the General Manager, without prior approval of the transaction by the Board.

E. Offers to purchase easements, permits and licenses over real property within the District for more than nominal consideration may be issued by the General Manager, real property easements, permits and licenses for more than nominal consideration in favor of the District may be acquired, and instruments relating thereto (containing such covenants and conditions as Legal Counsel approves as to form) may be executed by the General Manager

1. with prior approval of the transaction by the Board; or,
2. if the Board has previously determined the necessity for the acquisition and the consideration offered or to be paid by the District for the acquisition does not exceed the appraised damages reflected in the written report of a real estate appraiser retained by the District.

[December 5, 1986; June 13, 1991; November 9, 1993; September 14, 1995; January 8, 2015; July 14, 2022]

**15.1 Purchasing - Construction Services.** The General Manager is authorized to contract for construction services and to rent equipment for authorized programs and projects. Any such contract shall not require Board approval when the contract price does not exceed \$100,000. Construction services shall mean construction, operation, maintenance, and repair of improvements to real estate and fixtures. Contracts shall not be phased or split to avoid the limitation. The General Manager is authorized to effect change orders accumulating not more than a total of 10% of the contract amount. Contracts under this policy shall be subject to the provisions of Policy 15.6, 15.7 and 15.8.



[December 5, 1986; June 13, 1991; April 15, 1993; December 10, 1998; February 14, 2013; January 10, 2019; July 14 2022]

## **15.2 Purchasing - Professional Services.**

A. Statement of purpose. It is the purpose of this policy to provide a uniform procedure for advertising for and selecting firms for the award of contracts for professional services.

B. Definitions. As used throughout this policy, unless the context otherwise requires, the following terms shall have the following meanings:

1. Firm: Any person, partnership, association or corporation engaged in, and legally authorized to practice in the state, a professional service.
2. Professional services: Any one or more of the following services: architecture, engineering, land surveying, or landscape architecture.
3. Auditing Services: Auditing Services are excluded from the requirements of Policy 15.2.B.2. and shall be obtained in accordance with Policy 15.6 Purchases by Formal Competitive Bidding.” The District shall obtain bids for auditing services at a minimum of every five years.

C. Selection Committee. The Ad Hoc Selection Committee responsible for selecting and negotiating with firms for these professional services shall consist of five Directors appointed by the Chairperson.

D. Request for Services. Projects that have been determined by the General Manager as requiring professional services shall be advertised at least once in the daily newspaper having the greatest circulation in the District. Written requests for professional services (requests for proposals) shall be posted on the District’s website and may be sent by Management to a known qualified firms. Such requests for proposals shall indicate the general scope of the professional services , a uniform date by which to reply, and the name of the District staff member to contact for replies to any questions.

E. Reply by interested firms. After the firm has obtained a copy of the general scope of the professional services, then firm shall reply in writing to the General Manager, following the format outlined in the request for proposals (RFP), by the date specified in the request.

F. Method of selection. The method of selection of a firm for professional services shall be in accordance with the following estimated fees, as established by the General Manager:

1. When the fee does not exceed one hundred thousand dollars (\$100,000), the General Manager shall select the firm directly, giving consideration to selection factors for the project which shall include, but not be limited to, the following:
  - a) Project understanding and approach,
  - b) The project organization, adequacy of available staff, location of personnel relative to the project location and the proposed schedule of completion,

- c) Similar projects completed by the firm,
  - d) Qualifications of the professional personnel and staff members.
2. When the fee exceeds one hundred thousand dollars (\$100,000), the Ad Hoc selection committee shall, where possible, select the three (3), or more at its discretion, best qualified firms in accordance with the considerations set out in subsection (1), above, and from the reply to the items set out in subparagraph E. The selection committee shall rank the firms first, second, third, etc. Where possible, the three (3) or more at its discretion, best qualified firms shall be given a time and place for a personal interview by the selection committee. After review of submittal materials and the personal interview, the selection committee shall rank the firms first, second, third, etc.

G. Fee negotiations.

The firm ranked as first shall be notified to appear and negotiate with Management on the fee, detailed scope and schedule for the professional services requested. If Management and the firm selected as first cannot come to an agreement regarding the fee, the negotiations with that firm shall be terminated and the firm ranked second shall be contacted. If the factors which caused them to be ranked as such have not changed, negotiations shall be initiated with them. The procedure shall be repeated until an agreement is reached if it can be reached.

Where agreement is reached, the contract in final written form shall be submitted to the Ad Hoc selection committee for approval and be awarded and executed, if approved, in accord with all applicable provisions of these policies and applicable provisions of State Statutes.

The General Manager is authorized to effect contract scope and work changes accumulating not more than a total of 10% of the contract amount, with a not-to-exceed amount of \$50,000.

H. Board authority not limited. Nothing in this policy shall be construed to abrogate, limit or amend the authority of the Board in the award or approval of contracts.

[December 5, 1986; June 13, 1991; January 9, 1992; January 12, 2006; February 14, 2013; January 10, 2019; July 14, 2022]

**15.3 Purchasing - [Reserved]**

**15.4 Purchasing - Emergency Purchasing Authority.** In the event of flood or other natural disaster, or the immediate threat thereof, and the concurrence of six (6) Directors and receipt of written authorization from the Chairperson, or the Vice-Chairperson in the Chairperson's absence from the District, regarding the nature of the emergency that exists, the infeasibility of a Board meeting, and the planned action. Management shall take the action authorized in such written authorization (Emergency Declaration, Form 15.4., Manual of Standard Forms (Appendix E)).

A. Such authorization may include the authority to take one or more of the following actions on behalf of the District:

- 1. Purchase or otherwise acquire easements or other interests in real estate;

2. Purchase, retain, or otherwise acquire the services of contractors or other persons using the informal bidding procedure in Policy 15.6.B., notwithstanding the maximum consideration or price limitation stated in Policy 15.6.B and the bonding requirements stated in Policies 15.7 and 15.8;
3. Purchase, lease, or otherwise acquire equipment, materials, supplies, or other personal property using the informal bidding procedure in Policy 15.6.B., notwithstanding the maximum consideration or price limitation stated in Policy 15.6.B and the bonding requirement stated in Policy 15.7;
4. Expend funds of the District, by District draft, by and with the concurrence of the Treasurer, when immediate payment is required as a pre-condition to the acquisition of necessary interests in real estate or the acquisition of necessary services or personal property; and,
5. Execute such contracts, purchase orders, leases, easements, assurances, or other covenants or documents in writing which may be required as a pre-condition to the acquisition of necessary interests in real estate or the acquisition of necessary personal services or personal property.

B. An attempt shall be made to contact each Director at the telephone number prescribed for the purpose of calling Special Board meetings as outlined in these policies. At the next regular meeting of the Board following such emergency, the General Manager shall present the written authorization and a written report of the actions taken pursuant to this resolution and recommendations as to any further action necessary to be taken by the Board with respect to such emergency.

[December 5, 1986; June 13, 1991; January 14, 2016; July 14, 2022]

### **15.5 Purchasing – [Reserved]**

**15.6 Purchasing - Competitive Bidding.** The competitive bidding requirements hereinafter set forth shall not apply to the purchase of utilities, insurance policies, intangible personal property, such as bonds, bills, notes and certificates of deposit, and unique or non-competitive items, such as library books, publications and used personal property. Purchases of personal property which are available from only one source due to the unique nature of the requirement, compatibility, its supplier, proprietary product or market conditions shall not be subject to the competitive bidding requirements hereinafter. Purchases of services that are of such unique nature that the consultant or contractor selected is clearly and justifiably the only practicable source to provide the service shall not be subject to the competitive bidding requirements hereinafter or within Policy 15.2.

A. Purchases Exempt from Competitive Bidding. Whenever the consideration or price for the purchase of any service or any item of personal property, or whenever the aggregate consideration or price for the purchase in one transaction of two or more similar or identical services or items of personal property, shall be \$10,000 or less, such service(s) or item(s) of personal property may be purchased from any supplier of such service(s) or item(s) without calling for competitive bids.

B. Purchasing by Informal Competitive Bidding. Whenever the consideration or price for the purchase of any service or any item of personal property, or whenever the aggregate

consideration for the purchase in one transaction of two or more similar or identical services or items of personal property, shall be estimated by Management to exceed the sum of \$10,000 and be less than \$100,000, Management shall cause the following information to be communicated to at least three known suppliers of such service or item, or in the case of two or more similar or identical services or items of personal property to be purchased in one transaction, to at least three known suppliers of all of such services or items, to-wit: (a) the specifications for such service(s) or item(s), and (b) an Invitation for Informal Competitive Bids (Form 15.6.B., Manual of Standard Forms, (Appendix E)) thereon, including a notification of the final time for the reception of bids. Management shall award such contract to the supplier determined by Management to be the lowest responsible bidder whose informal written bid shall be timely received. Management shall report such contract to the Board at the next regularly scheduled meeting, unless contracting for such specific item or service was previously authorized by the Board. A written memorandum of such communications and copies of the informal bids thus received shall be made and maintained in the files of the District and available for inspection by any interested person during all normal business hours; provided, however, in the event the lowest and best informal bid thus received exceeds the sum of \$100,000, Management shall submit to the Board for its consideration and action the informal bids received by the District.

#### C. Purchases by Formal Competitive Bidding.

1. Whenever the consideration or price for purchase of any service or item of personal property, or the aggregate consideration or price for the purchase in one transaction or of two or more similar or identical services or items, shall be estimated by Management to be the sum of \$100,000 or more, Management shall prepare or cause to be prepared detailed written specifications for such service(s) or item(s), and an invitation for bids thereon, and the invitation for bids shall be posted on the District's website and may be sent by Management to known suppliers of such service or item, or, as determined by the General Manager, the General Manager shall cause the invitation for formal sealed competitive bids to be published once each week for two consecutive weeks in a publication having general circulation within the District, the last publication of which shall be at least one week prior to the final time for reception of bids.
2. All formal sealed competitive bids received by the General Manager shall be publicly opened and read by the General Manager, or a designated representative, at the time specified in the invitation for bids.
3. Contracts for the purchase of services or items of personal property in the amount of \$100,000 or more shall be awarded to the lowest responsible bidders by resolution of the Board, which reserves the right to accept or reject any and all bids in whole or part. Contracts shall not be phased or split to avoid the limitation.
4. Invitations for formal sealed competitive bids shall be drawn in accordance with Form 15.6.C., Invitation for Formal Competitive Bids, in the District's Manual of Standard Forms (Appendix E).

D. Unforeseen Requirements. In the event Management determines that there exists a need for personal property for an unforeseen need, repair, parts or materials for District projects which these regulations would normally require to be let for formal sealed competitive bids, he may use the informal bidding procedure described in Policy 15.6.B. to purchase such item or items.

[December 5, 1986; June 13, 1991; December 9, 1993; December 10, 1998; February 14, 2013; January 10, 2019; July 14, 2022, May 9, 2024]

**15.7 Purchasing - Bid Bonds.** Whenever the consideration or price for the purchase of any service or any item of personal property, or the aggregate consideration for the purchase in one transaction of two or more similar or identical services or items of personal property, shall be estimated by Management to exceed the sum of \$100,000, or whenever, prior to the issuance of the invitation for bids, Management shall determine it to be in the best interests of the District, each bidder, shall be required to submit to the District a corporate surety bid bond, with at least one corporate surety authorized to be business in the State of Nebraska (or a certified check payable solely to the District as bid security) in the amount of 5% of such bidder's bid, conditioned upon execution of such contract in accordance with such bidder's bid, any such corporate surety bond to be in such form as approved by Legal Counsel.

[June 13, 1991; December 10, 1998; July 14, 2022]

**15.8 Purchasing - Performance Bonds.** Whenever the consideration or price for the purchase of any service, or the aggregate consideration for the purchase in one transaction of two or more similar or identical services shall be estimated by Management to exceed the sum of \$100,000 or whenever, prior to the issuance of the invitation for bids, Management shall determine it to be in the best interests of the District, the successful bidder to whom or to which the contract for such purchase is awarded shall be required to submit bonds, with at least one corporate surety authorized to do business in the State of Nebraska, having a penalty amount equal to the amount of such contract and conditioned upon faithful performance of such contract and upon payment of labor and materials furnished in connection therewith, such bond(s) to be in such form as approved by Legal Counsel.

[June 13, 1991; February 14, 2013; January 14, 2016; July 14, 2022]

**15.9 Purchasing – Cost-shared Projects.** Paragraphs 15.0 through 15.8 of these policies shall not apply to projects constructed by other governmental agencies, developers or other cooperators in accordance with cost-sharing agreements with the District that are specifically authorized by the Board. Paragraph 15.2 of these policies shall not apply to projects engineered by other governmental agencies, developers or other cooperators in accordance with cost-sharing agreements with the District that are specifically authorized by the Board.

[May 12, 2005]

**16.0 District Property - Construction and Maintenance Equipment Rental.** Management is authorized to lease District construction and maintenance equipment to governmental entities and owners of land contiguous to District projects on a cost-reimbursable basis, where such work would be of short duration and will not materially interfere with the progress of District-sponsored projects. The rental rate to be charged is from the annual FEMA Schedule of Equipment Rental Rates. District equipment will not be leased to others without operator. Operator charges will be at the regular rate of pay for the staff member operating the equipment, plus employee benefits payable by the District. There will be no charge for mobilization. Management is authorized to establish equipment rental rates for equipment if rates for such equipment are not found in the Blue Book. This policy shall not apply to unusual work such as snow removal. Management is authorized to lease equipment, with operator, to governmental entities for snow removal work at negotiated rates.

[December 5, 1986; December 12, 2002; July 14, 2022]

**16.1 District Property - Insurance.** [Reserved]

**16.2 District Property - Surplus Personal Property.** Management is authorized to declare any item of district personal property, with an estimated fair market value of \$5,000 or less, as surplus to the needs of the District, and is authorized to sell such item for the highest price obtainable after receiving oral bids from at least two persons known or believed to be potential purchasers of such items, or after publishing a newspaper advertisement for the sale of such item. Contracts for sales of such surplus property shall not be phased or split to avoid the limitation.

[February 5, 1987; February 14, 2013; July 14, 2022]

**16.3 District Property - Repair and Maintenance.** Management is authorized to contract for services to maintain and repair District headquarters, office and maintenance buildings without Board approval if the estimated cost of any instance of maintenance or repair, does not exceed \$20,000. If the estimated cost of any instance of maintenance or repair exceeds \$20,000, Management shall obtain approval from the Chairperson of the Programs, Projects and Operations Subcommittee, or Vice-Chairperson of the Subcommittee in the absence of the Chairperson. Contracts shall not be phased or split to avoid the limitation. Contracts under this policy shall be subject to the provisions of Policy 15.6, 15.7 and 15.8).

[December 5, 1986; June 13, 1991; December 12, 2002; February 14, 2013; July 14, 2022]

**16.4 District Property - Nebraska Clean Air Act Designations.** The use of tobacco products is prohibited in all District buildings, vehicles and motorized equipment with cabs. Additionally, the use of tobacco products is prohibited within a reasonable distance outside the entrances to and air intakes and operable windows of District buildings, and at such other locations as provided by laws or government regulations. Public notices of this policy shall be posted.

[December 10, 1987; May 9, 1991; March 10, 2009]

**16.5 District Property - Use of Natural Resources Center Meeting Rooms.** In scheduling the use of Natural Resources Center (NRC) meeting rooms, programs sponsored by the Papio-Missouri River NRD will receive first consideration. If not reserved for NRD purposes, the meeting rooms are available to governmental agencies, civic groups, schools, for profit businesses, individuals, etc. The fact that a group is permitted to meet in the NRC meeting rooms does not in any way constitute an endorsement of the group's policies or beliefs. Upon adequate notice, and for adequate reasons, the Papio-Missouri River NRD reserves the right to revoke the permission to use meeting rooms.

**A. REGULATIONS:**

1. A user's fee is required for use of any of the NRC meeting rooms. This user's fee is waived for other governmental agencies and non-profit groups. For profit groups are allowed building use during normal business hours.

<b>PROFIT ORGANIZATION MEETING ROOM FEE SCHEDULE</b>	
<b>Number of Attendees</b>	<b>Room Charge</b>
<b>25</b>	<b>\$ 75.00</b>
<b>26-50</b>	<b>\$ 100.00</b>
<b>51-75</b>	<b>\$ 125.00 VC only</b>
<b>76-100</b>	<b>\$ 150.00 VC only</b>
<b>* Non-profit senior citizen group(s) requesting room set up would follow the fee schedule for Profit Organizations.</b>	

Fee schedule is proportionate with the wear and tear on building.

2. Application form and user's fee, if applicable, must be provided to the District before the function will be scheduled.

3. Responsibility for damage to rooms or their contents rests with the user.

4. Neither the Papio-Missouri River NRD nor its employees will assume responsibility for any property of the user.

5. Normal building hours available for public group use are:

## 2015 NRC MEETING ROOM SCHEDULE

DAY OF WEEK	DAY TIME PROGRAM	EVENING PROGRAM
Monday	8:30 a.m. - 4:30 p.m.	6:00 p.m. – 9:00 p.m.
Tuesday***	8:30 a.m. - 4:30 p.m.	6:00 p.m. - 9:00 p.m.
Wednesday	8:30 a.m. - 4:30 p.m.	6:00 p.m. - 9:00 p.m.
Thursday ***	8:30 a.m. - 4:00 p.m.	6:00 p.m. - 9:00 p.m.
Friday	8:30 a.m. - 4:00 p.m.	Closed *
Saturday**	Closed	Closed *
Sunday**	Closed	Closed *

Evening programs available only by pre-approval of NRD staff.

\* Times for “special use permits” may be varied only with approval of NRD staff. All stated times include set up time.

\*\* Weekend hours are only available to non-profits April – October unless approved by NRD staff.

\*\*\* Second Tuesday and Thursday of each month reserved for P-MRNRD use only.

6. At the end of the meeting, the NRC clean-up check list will be used to ensure all personal property is removed and the meeting room and/or NRD equipment is left neat and clean for succeeding users.

7. Room setup will be the responsibility of each user except as outlined in paragraph 1. Tables, chairs, easels, and coffee pots will be provided pending prior notification. Decorations are not to be attached to any furnishings or walls by tape, glue or tacks. Displays and other District material may not be moved unless prior approval is granted.

8. Alcoholic beverages are PROHIBITED.

9. Catered meals are permitted. No food or beverages may be prepared within the NRC except coffee. Coffee, condiments, cups or napkins will NOT be supplied by the NRD. Serving trays, coffee pots, and other items stored in the Board Room Cabinets are property of the NRD and are NOT for public use.

10. Trash containers must be emptied at the end of the program and garbage placed in the dumpster on the east side of the parking lot

11. Kitchen facilities and vending machines are not available for public use.

12. Weddings or wedding receptions, Bridal Showers, or Graduation Parties are NOT permitted in the NRC or park.

13. Meeting rooms and park facilities are not available to anyone for commercial use who sells, trades, or vends goods, products, or commodities.



14. Organized Runs/Walks are welcomed and can be arranged through NRD staff.

[December 10, 1987; June 11, 1992; December 8, 1994; December 10, 1998; April 11, 2002; January 8, 2015; July 14, 2022]

**16.6 District Property - Sales and Grants of District Real Property.** All sales and conveyances of District real property shall require prior approval by the Board; provided, however, easements and permits involving District real property which will not result in permanent paved surfaces and structures on such property and which the General Manager determines will not substantially affect its fair market value or affect its usability by the District, and containing such covenants and conditions as the General Manager determines reasonable and Legal Counsel approves as to form, may be granted by the General Manager without approval of the transaction by the Board, the grants of permits to be made for nominal consideration and the grants of easements to be made to other governmental subdivisions or agencies and to non-governmental entities for nominal consideration., and provided further, that the General Manager may, without consideration, execute releases of District easements which he determines have no further District purpose and are not marketable.

[September 14, 1995; September 12, 2002; July 14, 2022]

**16.7 District Property – Donation Recognition and Naming of NRD Reservoirs, Recreation Areas and Other Property:**

It is the policy of the NRD to provide opportunities on certain projects for financial donations (non-public funds) to be recognized by the “naming” of an identifiable component in honor of the donor. Eligible projects will be those with full public access and public use, and as designated by the Board of Directors.

The NRD shall identify and describe the separable components of the project which would be appropriate for donor recognition. The NRD shall develop and estimate full implementation cost for each separable component.

Donors may select and fund separable components on a first-come basis. The Board of Directors shall, singly, or jointly if it is a project with other co-sponsors, consider each donation and the proposed "name." Recognition shall continue permanently or for the life of the component and shall survive an assignment of the project to a successor public agency. The District and the donor shall enter into a written agreement on the terms of the donation. To the extent practicable, such agreement shall be binding on both parties.

Eligible donors shall include individuals, corporations, organizations and not-for-profit organizations, irrespective of their site of business or residence. Recognition may be for any persons, living or deceased, organizations, corporations, and the like. The Board of Directors must approve of the recognition “name.”

Naming of NRD Reservoirs, Recreation Areas and Other Property.

It shall be the general practice of the Papio-Missouri River NRD to name reservoirs, recreation areas and other District owned property and facilities that the District constructs to ensure their proper identification for public utilization. It is the policy of the NRD Board of Directors to consider naming proposals, seek citizen input, allow input per written contracts or

agreements and formally decide on proposed names of NRD constructed or to be constructed reservoirs, recreation areas and other District owned property and facilities.

A. Papio-Missouri River NRD Board member or a Board created naming ad hoc subcommittee can request the naming of a NRD reservoir, recreation area, or District owned property or facility. The request shall be submitted to the Programs, Projects and Operations (PPO) Subcommittee and the request should include the proposed name of the property or facility and a description of why the naming is being proposed. The PPO Subcommittee shall then vote, upon a motion, to recommend a proposed name of the property or facility to the Board of Directors. To ensure that sufficient opportunity exists for citizen input, the Board of Directors will review the PPO Subcommittee recommendation, allow for public comment and input, and then vote on the naming motion at the next regular Board meeting. The naming resolution shall be approved by a majority vote.

It shall be the general practice of the District to not consider politicians in this naming policy. General categories to consider:

- a. Historical Naming – Due to the historical significance to the area being evaluated.
- b. Geographic Naming – Refers to naming an area after local geographic features that are associated with the site.
- c. Individuals – Those individuals who have had a significant role in current or past accomplishments for the benefit of Nebraska and/or the District.

All naming recognition must be consistent with the NRD’s mission and role as a public entity. In this regard, due attention shall be given to both long-term and short-term appropriateness of naming.

[July 13, 2000, December 13, 2018]

**16.8 District Property – Vehicle Replacement Schedule:** It is the policy of the NRD to maintain all District-owned vehicles to keep them in the best condition possible. The District will use the following as a guideline for the replacement of District-owned vehicles:

- ◆ Gas Vehicles - 7 years or 150,000 miles
- ◆ Diesel Vehicles - 8 years or 200,000 miles

This is a guideline only. Recommendation for replacement of vehicles based on maintenance history and/or vehicle condition is at the discretion of the General Manager.

[August 14, 2003; February 14, 2013]

**16.9 District Property – NRD Historical Remains Discovery Policy:** If any NRD personnel or its contractors discover any previously unknown historic, archeological or paleontological remains while conducting District activities they are to immediately notify the NRD General Manager or Assistant General Manager of what they have found and its location. Required federal, state or tribal coordination will be initiated to determine the appropriate course of action (i.e. if the remains warrant recovery effort and/or historic designation).

**[December 12, 2019]**

## **17.0 District Programs - Urban Conservation Assistance Program.**

The Urban Conservation Assistance Program is an authorized program of the District to provide technical and financial assistance to units of government (sponsors) and citizen groups to help prevent or control erosion, flooding, and related resource concerns in urbanized areas.

### Criteria For Assistance

1. Potential projects need to be on lands under control of the Sponsor through deed, lease, or easement.
2. Acceptable Practices:
  - a. permanent grade stabilization structures
  - b. channel stabilization measures
  - c. stormwater management facilities
  - d. diversions and terraces
  - e. permanent seeding, sodding, and mulching of critical areas
3. An enclosed storm sewer is not an eligible practice or project.

### District Responsibilities

1. Administer the Urban Conservation Assistance Program.
2. Reimburse Sponsors 60% of the actual costs of the project, including engineering, up to a maximum District outlay of \$30,000 per project.
3. All projects shall be approved by Management.
4. Provide technical assistance on all projects.

### Sponsor Responsibilities

1. Complete District's UCAP Special Project Request, Form 17.0.B, Manual of Standard Forms (Appendix E)
2. Execute and fulfill the District's Special Project Operation and Maintenance Agreement, Form 17.0.C, Manual of Standard Forms (Appendix E)
3. Provide all necessary land rights.
4. Provide the local matching funds.
5. Contract for the construction of the approved project. Sponsor's personnel and equipment costs are not eligible for reimbursement.
6. Complete the project within one year of approval, unless prior written approval is obtained from the District.

(February 5, 1987; February 9, 1989; April 9, 2009)

**17.1 District Programs - Urban Conservation Program.** The Urban Conservation Program is an authorized program of the District. The Urban Conservation Program is a technical assistance program of the District to address natural resources concerns in urban and urbanizing areas. It includes commenting on development proposals through the District's membership on the City of Omaha Development Review Committee and similar planning committees of counties and other communities in the District. It also provides technical assistance to individual landowners to help solve flooding or erosion problems. The District also reviews and comments on plans for drainage improvements, bank stabilization and temporary sediment and erosion control in urban areas. Management administers this program.

[February 5, 1987]

## **17.2 District Programs -Reserved.**

**17.3 District Programs - Conservation Assistance Program.** The Conservation Assistance Program (CAP) provides cost-sharing funds to encourage the application of soil and water conservation practices. The goal of CAP is to reduce erosion, siltation and the pollution of our lakes and streams. Technical assistance for design, layout and inspection of CAP practices is provided by the U.S.D.A. Natural Resources Conservation Service (NRCS). The District has adopted the NRCS Technical Guide as the District's Guide.

### **A. APPLICATION PROCEDURES AND POLICIES:**

1. Applicants are required to apply for cost-sharing assistance at the local NRCS office as a prerequisite to District funding.
2. The order of priority for funding assistance is:
  - No. 1: EQIP (Environmental Quality Incentive Program)
  - No. 2: Nebraska Soil and Water Conservation Fund
  - No. 3: Conservation Assistance Program
3. The Conservation Assistance Program adopts a cost-share rate of 75 percent of the average unit cost established for EQIP. Changes become effective at the same time as the EQIP rate changes become effective.
  - a. Special projects will be cost-shared at a rate of 85 percent.
4. The District's cost-sharing assistance limit is \$50,000 per landowner per fiscal year. Applications exceeding \$50,000 will be reviewed on an "as received" basis.

**B. ELIGIBLE PRACTICES:** All eligible conservation practices must have enduring conservation benefits or pollution control benefits. They must be widely applicable to the District. These are:

1. Terraces
2. Grassed waterways
3. Underground outlets for terraces
4. Grade stabilization structures
  - a. Grade stabilization structures must meet the following criteria to be eligible for cost-sharing:
    - (1) A minimum of 75% of the applicant's land draining into the proposed structure must have adequate land treatment
    - (2) The structure must provide grade stabilization
    - (3) A grade stabilization structure is the only viable alternative to solve the erosion problem

5. Diversions
6. Water and sediment control basins
7. Livestock waste control facilities
  - a. Cost-sharing for livestock waste control facilities is limited to earthwork and appurtenant structures only and is available only to livestock production facilities existing on or before January 1, 1979
  - b. As a prerequisite to cost sharing, the State of Nebraska Department of Environment and Energy must require that livestock waste control is needed.
8. Tree Planting
  - a. Cost-sharing is available for planting trees and shrubs for farmstead or acreage windbreaks, field windbreaks, wildlife habitat or other beneficial uses. Practices excluded from this program include orchard trees, Christmas trees, plantings for ornamental purposes or nursery stock for resale.
  - b. Plantings must be protected from destructive fire or grazing
  - c. The planting must be kept free from excessive weed growth during the planting year and weed control shall be continued in succeeding years until the trees are well established.
  - d. The cost-share rate for establishment includes cost sharing for site preparation, seedlings, planting and weed control the year of planting.
  - e. The practice shall be maintained for a minimum of 20 years following the year of planting.
  - f. Specifications - Species selection and site preparation will be in accordance with NRCS field technical guides.
  - g. Planting design will be developed by the NRCS, Papio-Missouri River NRD, the Nebraska Game and Parks Commission or the Nebraska Forest Service.
9. Windbreak Renovations

#### C. APPROVAL:

1. Applications (Conservation Assistance Application, Form 17.3.A., Manual of Standard Forms (Appendix E)) are approved by Management for construction based on the following criteria, in the order they appear:
  - a. Date the applicant agrees to complete construction
  - b. Date of application
2. Applications will not be approved if construction of eligible practices has begun before approval.
3. The date of completion shall be no later than one year following the date of application.
4. If construction is not started by the projected completion date, the application is automatically canceled.

## D. SPECIAL PROJECTS

1. Special Projects (Targeting) policies may be different from those established for CAP.
  - a. Funds budgeted for the Papio Creek Watersheds Special Fund that are unallocated after the first six months of the Fiscal Year shall be added to the CAP fund.
  - b. Silver Creek Watershed
    - (1) Separate policies set out in the District's Silver Creek Watershed workplan (Appendix F).
  - c. Hanson Lake No. 3
    - (1) Separate policies set out in the District's Hanson Lake 3 Special Water Quality Work Plan (Appendix D).
  - d. Pigeon/Jones Creek
    - (1) Separate policies set out in the District's Pigeon/Jones Creek Watershed Plan (Appendix G)
  - e. Papillion Creek Watershed 319 Incentives
    - (1) Special Practices approved for the 319 Watershed Plan to reduce erosion and improve water quality in the Papillion Creek Watershed
      - (a) Eligible practices:
        - Contracted EQIP practices for the life of the contract that address Water Quality as a resource concern:
          - Cost share up to 90%
          - Cover Crop cost share up to 75%
        - Continuous CRP and Nebraska Buffer Strip Program practices for the life of the contract that address Water Quality as a resource concern:
          - \$150/ac. per year for Waterways and Buffer Strips
          - \$100/ac. per year for all other related continuous practices
        - General CRP practices for the life of the contract that address Water Quality:
          - \$50/ac. per year
        - NRD Septic System Practices:
          - 75% cost share up to \$5,000 on Tier I systems
          - 75% cost share up to \$7,500 on Tier II systems
        - NRD Stand-Alone practices:
          - 75% cost share on any EQIP practice that addresses Water Quality as a resource concern
          - 85% cost share on Terracing
          - Current EQIP rate on Cover Crops
            - a. \$7,500 cap per year for up to 3 years
            - b. Cannot be applied to the same tract after 3 years

E. CONSERVATION DEMONSTRATION PROJECTS: Projects to demonstrate the use of soil and water practices to the public so as to stimulate their implementation.

1. Policies may be different from those established for CAP

2. Eligible Practices

a. Structural

- (1) Terrace systems
- (2) Erosion control dams
- (3) Sediment basins
- (4) Other

b. Cultural

- (1) Reduced tillage systems
- (2) Contour strip cropping
- (3) Crop rotations
- (4) Permanent vegetation (including trees)
- (5) Wildlife Habitat
- (6) Other

3. Criteria for Selection of Demonstration Projects

- a. HELs in critical need of land treatment (high erosion rates)
- b. Located in Special Watershed Project area and/or located where land treatment will benefit public lands
- c. Highly visible and accessible location
- d. Located in a geographical area where land treatment is lacking
- e. Land is HEL, but farm plan calls for no structural conservation measures
- f. Land controlled by cooperative, capable owner and/or manager
- g. One or more projects in each county

4. Funding

- a. Maximum of \$25,000 per project

F. EMERGENCY REPAIR PROGRAM FOR CONSERVATION PRACTICES: To provide cost-sharing assistance to landowners to repair conservation practices.

1. Eligibility requirements

- a. Must be in area designated by FSA as eligible for Emergency Conservation Program (ECP) funds
- b. Terraces damaged due to contractor error, owner or operator neglect will not be eligible
  - (1) NRCS will certify to this effect in Statement of Need
- c. Completed practices will be certified by the SCS as meeting specifications

2. Cost Share Rate

- a. The non-EQIP portions of the cost, not to exceed 90% of the total cost.

[February 5, 1987; February 9, 1989; August 9, 1990; February 14, 1991; December 8, 1994; April 6, 1995; June 12, 1997; September 14, 2000; December 13, 2012; December 10, 2020; June 9, 2022]

**17.4 District Programs - Nebraska Soil and Water Conservation Program.** The Nebraska Soil and Water Conservation Program (NSWCP) is an authorized program of the District. The Nebraska Soil and Water Conservation Program was established for the purpose of financially assisting landowners in Nebraska with the costs of installing soil and water conservation measures. The objectives of the program are to properly conserve and utilize the water and related land resources of the state, to encourage groundwater recharge to protect the state's dwindling groundwater supply and to reduce soil erosion and sediment damages. Funds are apportioned by the Nebraska Natural Resources Commission to Natural Resources Districts which in turn administers the program on a District-wide level.

A. APPLICATION PROCEDURES AND POLICIES: Applicants are required to apply for cost-sharing assistance at the local Farm Service Agency (FSA) office as a prerequisite to NSWCP funding. The order of priority for funding assistance is:

- No. 1: FSA, EQIP, Agricultural Conservation Program
- No. 2: Nebraska Soil and Water Conservation Fund
- No. 3: District Conservation Assistance Program

The NSWCP adopts a cost-share rate of 75% of the average unit cost established for the FSA EQIP, or 75% of the actual cost of construction, whichever is less. The cost-share assistance limit is \$50,000 per landowner. Applications exceeding \$50,000 will be reviewed on an "as received" basis.

B. ELIGIBLE PRACTICES: The Commission approves a list of eligible conservation practices. Each District may select any or all of these practices as eligible for its program. Eligible practices in District:

1. NC-1 Constructing terrace systems
2. NC-2 Constructing terrace underground outlets
3. NC-4 Constructing grade stabilization structures
  - a. Grade Stabilization structures must satisfy the following criteria to be eligible for cost-sharing
    - (1) A minimum of 75% of the applicant's land draining into the proposed structure must have adequate land treatment
    - (2) The structure must provide grade stabilization
    - (3) A grade stabilization structure is the only viable alternative to solve the erosion problem
4. NC-6 Constructing diversions
5. NC-7 Constructing grassed waterways
6. NC-8 Constructing water-and-sediment-control basins
7. NC-10 Pasture planting or range seeding



## 8. NC-16 Windbreak Renovation

### C. APPROVAL:

1. Applications (NSWCP Application, Form 17.4.A., Manual of Standard Forms (Appendix E)) are approved by Management for construction based on the following criteria, in the order they appear:
  - a. Date the applicant agrees to complete construction
  - b. Date of application
2. Applications will not be approved if construction of eligible practices has begun before approval.
3. The date of completion shall be not later than one year following the date of application.
4. If construction is not started by the projected completion date, the application is automatically canceled.

### D. ADMINISTRATION:

1. Policies, Procedures, Rules for NSWCP set out in Commission's Program handbook

[February 5, 1987; February 9, 1989; August 9, 1990; June 9, 2022]

**17.5 District Programs - Information and Education Program.** The District conducts a number of outreach activities as part of its Information and Education Program. This outreach provides the public with accurate information on Papio NRD projects and programs and develops an increased awareness and concern for natural resources conservation and management. Major activities include:

- A. **Program Brochures:** Various informative brochures regarding Chalco Hills Recreation Area and District projects are updated, published, and distributed, as necessary.
- B. **Education Programs:** The District works with local teachers, environmental education specialists, and school administrators to provide in-classroom programming at schools throughout the District, as well as outdoor curricula and field trips at the Chalco Hills Recreation Area. Approximately 75,000 children visit Chalco Hills or take advantage of other Papio NRD-sponsored education programs each year. The District is also a major supporter of Earth Day Omaha and "World O! Water" celebrations. The District serves on the planning committee of numerous youth education programs, including Water Works for students in Douglas and Sarpy Counties, Conservation Field Days at Summit Lake and Danish Alps; and Nebraska Envirothon, an environmental competition for high school students. The education team assists with other events including Outdoor Discovery Program, N.A.R.D. ACE Camp, Know Your Well, Chalco Summer Series, and disseminates 8,000 tree seedlings each year to schools in celebration of Arbor Day.

- C. Teacher/School Grants: Scholarships for \$500 are awarded annually to area teachers who wish to continue their education in conservation-related subjects. The District also provides up to \$1,000 grants to develop outdoor classrooms and other projects at schools in the District.
- D. Speakers Bureau: In response to numerous requests annually from various civic groups, Papio NRD staff conduct presentations regarding resource management, flood mitigation, recreation, and other topics.
- E. Media Relations: The District provides information to the public through media relations outreach. Coverage is secured in local and area newspapers, radio stations, television stations, and their accompanying digital platforms (websites, social media, etc.)
- F. Website: Information about Papio NRD programs, projects, and events are provided on the District's website at [www.papionrd.org](http://www.papionrd.org).
- G. Social Media: In addition to the website, the public can find information about the Papio NRD programs, projects, and events via social media platforms Facebook, Twitter, Instagram and YouTube.
- H. Interpretive Signage: Signage that highlights the District's mission is used at recreation sites managed by the Papio NRD including Chalco Hills Recreation Area, Prairie View Recreation Area, Elkhorn Crossing Recreation Area, Graske Crossing Access Site, West Maple Road Access Site, and Platte River Landing.

[February 5, 1987; March 3, 1988; December 8, 1994; December 10, 1998; May 13, 2010; December 13, 2018; June 9, 2022]

**17.6 District Programs - Floodplain Management Program.** The Floodplain Management Program is an authorized program of the District. Technical assistance is given to all communities, counties and individuals in the District. The Staff makes recommendations regarding development and improvements in floodplain areas. These recommendations are based on Federal flood insurance rate maps, state regulations and/or currently accepted floodplain management standards which cohere to wise uses of floodplain areas. Staff also deals with the general public on a day-to-day basis to determine the floodplain status of the individual's land or soon-to-be-acquired land. Management administers this program.

[February 7, 1987; June 9, 2022]

#### **17.7 District Programs – [Reserved]**

#### **17.8 District Programs – [Reserved]**

**17.9 District Programs - Equipment Rental and Sales Program.** The Equipment Rental and Sales Program is an authorized program of the District. The District maintains a rental program of specialized equipment and sells related supplies.

A. Tree Planters:

1. Available as a complete planting service. District provides labor and planting machinery.
2. Planting Service Rates
  - a. \$.75 per tree planted
  - b. \$100.00 minimum charge

[February 5, 1987; December 13, 2012; June 9, 2022]

**17.10 District Programs – [Reserved]**

**17.11 District Programs - Emergency Dike Protection, Fortification, Repair Assistance Program.** The Emergency Dike Protection, Fortification, Repair Assistance Program is an authorized program of the District to provide technical and financial assistance on eligible projects where a flood control dike or levee is, at the discretion of Management, in imminent danger of failure.

A. Criteria for Assistance:

1. Eligible Persons and Projects
  - a. Public or private landowners who have exhausted or have insufficient funds or other resources available to provide adequate relief from the applicable hazards. Other governmental resources (e.g., Natural Resources Conservation Service, Corps of Engineers) shall be investigated and shown to be unavailable or not expedient enough to prevent a dike failure before the NRD will consider providing financial assistance.
  - b. More than one landowner must be affected by the potential dike failure. In addition, at least one public facility, such as a road, must be potentially affected by a possible dike failure.
  - c. The dike or levee must, in the opinion of Management, be in danger of failure during the next major flood event.
  - d. The dike or levee must be along the Platte, Elkhorn or Missouri Rivers.
2. Eligible Measures
  - a. Measures to stabilize the riverside toe of the dike against riverbank erosion, such as installing jetties or bank protection.
  - b. Measures to repair or stabilize dike erosion and/or slough areas, such as installing fill material, rip-rap, filter cloth, sandbags or the like.

- c. A measure must reduce threats to life or property which could result from a flood.
- d. All measures must be technically sound, and be limited to what existed before the watershed was impaired.
- e. Elevating the profile of a dike or rebuilding a dike (after failure) are not eligible measures under this program.
- f. Measures to be used must be the most cost efficient ones which will provide immediate, adequate and safe relief from the hazard causing the emergency.

#### B. Cost-Sharing:

1. NRD will provide 60% of actual contracted construction costs. Cooperator's "in-house" expenses are not eligible. Cooperators are responsible for obtaining any needed land rights and they are not a cost-share item.
2. Cost-share funds will be committed according to the date of application. However, if two or more applications are being considered at one time, preference shall be given to those projects that may directly affect NRD facilities.
3. Cost-share funds will not be released until the project is complete according to plans and certified as such by NRD staff.
4. Management will have the authority to approve applications for cost-sharing up to the allowable limits.
5. The Cooperator will be liable for any additional cost above the dollar amount approved by Management.
6. Work must be complete within six months after the NRD approval date. Extensions may be granted if just reason can be demonstrated.

#### C. Limitations:

1. NRD reserves the right to approve or reject plans.
2. Cooperator must hold and save the Papio-Missouri River NRD free from damages or claims due to the construction, operation and maintenance of the project, except where such damages are due to the fault or negligence of the Papio-Missouri River NRD.
3. NRD reserves the right to terminate the cost-share agreement in whole or part if the NRD determines that the Cooperator failed to comply with the program guidelines.
4. Cooperator must give the NRD the right to enter, at reasonable times and in a reasonable manner, upon lands which it owns or controls, for access to the project for the purpose of inspection.

5. Project facilities (cost-share work) must be maintained for a period of 10 years after they are completed. If it is not properly maintained, according to the NRD, the cost-share funds must be returned to the NRD and the Cooperator will not be eligible for future cost-sharing.
6. The Cooperator must sign an operation and maintenance agreement, which incorporates these guidelines prior to the initiation of construction.
7. Reasonable changes can be made in the field; however, Management approval is necessary if the approved project cost-share provided by the District is to be increased. In no event will the maximum funding limitation of \$10,000 per project be exceeded.
8. All applicable permits (e.g., Corps of Engineers Section 404) must be acquired by the operator prior to starting repairs.

D. Requesting Reimbursement: Upon completion of construction, it will be necessary for the Cooperator to request reimbursement from the District. This can be done by providing the following:

1. A letter from the Cooperator that the work was completed according to the approved plan.
2. A breakdown of the work items, unit costs, total project costs and the reimbursement being requested.
3. Copies of all billings from all contractors or suppliers for all work items.

[February 5, 1987; June 9, 2022]

**17.12 District Programs - Lands for Conservation Program.** The Lands for Conservation Program is an authorized program of the District. It is a program used to encourage the construction of terrace systems during the summer. (Lands for Conservation Program, Form 17.12.A., Manual of Standard Forms (Appendix E))

A. GENERAL PROVISIONS:

1. The program will be on a contractual basis between the landowner or his authorized representative and the Papio-Missouri River NRD for up to one year while conservation practices are being installed.
2. Natural Resources Conservation Service (NRCS) personnel will design the terrace system. These practices must protect the entire field on which they are established, however, the area under contract will be the smallest practical area on which to construct the practices, as agreed with the cooperator.
3. Terrace systems may be cost-shared through a Federal cost-share program, State of Nebraska NSWCP program, or the CAP program, or jointly cost-shared among these programs.
4. Construction must be done between June 1st and September 15.

5. The field enrolled in the program must be planted to a protective cover prior to, or after, construction. This may be a crop for harvest, or simply a cover crop to prevent erosion but may not be a row crop.
6. Lands under this program must be lands that are normally farmed. Hay or pasture land is eligible if that land has been included in a regular crop rotation program.
7. Land enrolled in any United States Department of Agriculture's "Reduced Acreage" program is not eligible for the program.
8. Maximum contract area for any operating unit will be 40 acres. Payment is \$200 per acre. If ownership of the land changes during the contract period, the contract becomes void unless it is agreed by both the District and the new owner to continue the contract.
9. The landowner will contract for the construction of terraces, waterways, tile outlets or any other necessary construction.
10. Terrace systems must be maintained for 10 years.
11. The Papio-Missouri River NRD may designate areas of preference, where a high priority exists to target these funds.

[February 5, 1987; February 9, 1989; August 9, 1990; December 13, 1990; December 13, 2012; June 9, 2022]

**17.13 District Programs - P.L. 46 Assistance Program.** The Public Law 46 Assistance Program is an authorized program of the District. Through a memorandum of understanding, the District provides staff to the USDA Natural Resources Conservation Service (NRCS) offices to assist them with their activities and to help administer related District programs.

[February 5, 1987; February 9, 1989]

**17.14 District Programs - Stream Crossing Grade Control Program.**

The Stream Crossing Grade Control Program is an authorized program of the District to provide technical and financial assistance to local subdivisions of government and local nonprofit organizations who install grade control with other stream crossing projects, such as road crossings and utility crossings.

**A. GOAL:** To encourage and assist governmental agencies to incorporate grade control features in stream crossing projects for the purpose of reducing stream degradation.

**B. OBJECTIVES:** To provide technical and financial assistance on eligible grade stabilization projects.

**C. CRITERIA FOR ASSISTANCE:** Eligible projects must protect the existing streambed from at

least five (5) feet of future degradation. Plans and specifications for the project must be reviewed and accepted by the District prior to construction.

D. DISTRICT RESPONSIBILITIES:

- (1) Administer the Program.
- (2) Reimburse 50% of all eligible costs of the project up to \$150,000 per project.
- (3) Eligible costs shall include all costs associated with design, construction, and construction observation. The following shall also apply:
  - (a) Sponsor's "in-house" design costs are not eligible for cost-sharing.
  - (b) Construction must be performed by a qualified contractor. Reimbursement for use of Sponsor's labor and equipment are not eligible costs.
- (4) The District must approve plans, specifications, and/or implementation schedules.

E. SPONSOR RESPONSIBILITIES:

- (1) The sponsor shall submit an application on forms provided by the District (Stream Crossing Grade Control Program Application, Form 17.14, Manual of Standard Forms, Appendix E).
- (2) The sponsor shall submit preliminary plans with the application. The following items should be included:
  - (a) total estimated cost
  - (b) implementation schedule, including estimated costs for component parts.
  - (c) preliminary design
  - (d) location maps.
- (3) The sponsor shall obtain all land rights for the project at no cost to the District.
- (4) The sponsor shall provide all future operation and maintenance on the project at no cost to the District.
- (5) The sponsor must comply with all local, state, and federal laws.
- (6) The sponsor must obtain all local, state, and federal permits necessary for the project.
- (7) The sponsor shall administer all contracts for design, construction, and construction inspection.
- (8) The sponsor shall hold and save the District free from damages or claims due to the design, construction, or operation and maintenance of the project.
- (9) The sponsor shall execute an agreement with the District which will outline these guidelines.
- (10) The sponsor shall complete the project within one year.

F. REQUESTING REIMBURSEMENT:

- (1) Upon completion of construction, reimbursement may be requested by the sponsor by providing the following:
  - (a) Copies of final pay estimates which shows total units, unit costs, and total component costs.
- (2) Progress payments on individual components will not be allowed.

**17.15 District Programs - Erosion and Sediment Control Act Program.** The Erosion and Sediment Control Act Program is an authorized program of the District governed by the District's Erosion and Sediment Control Act Rules and Regulations (Appendix I). The program is administered by Management and the Board of Directors.

[June 4, 1987; December 11, 2014; August 11, 2016]

**17.16 District Programs - Urban Stormwater Management Program.** The Urban Stormwater Management Program is an authorized program of the District. To promote the health, safety and well-being of the public, it is the present and long- range intent of the District to:

A. Serve as a regional coordination and management agency for major urban drainage and flood control systems which are those systems that involve open channels where the drainage area is more than approximately 200 acres. Coordination of actions affecting these systems is necessary to achieve the best possible results in the District.

B. Develop Urban Drainage Master Plans or Watershed Management Plans which define policies and outline plans for the development, financing, implementation and continued maintenance of urban drainage and flood control systems in each basin. This will be done with the assistance of and in consultation with other local governmental agencies. The master plan will be presented for adoption to each local governmental agency identified as responsible for implementing all or portions of the plan.

In accordance with this policy, Stormwater Management Policies (hereinafter referred to as the "Policies") were developed for the Papillion Creek Watershed through a community-based process known as Watershed By Design involving the development community, Papillion Creek Watershed Partnership (PCWP) members, public agencies, non-profit organizations, other stakeholder groups and the general public. The Policies adopted by the Papillion Creek Watershed Partnership members consist of six (6) Policy Groups, headed as follows:

- #1 Water Quality Improvement
- #2 Peak Flow Reduction
- #3 Landscape Preservation, Restoration, and Conservation
- #4 Erosion and Sediment Control and Other BMPs
- #5 Floodplain Management
- #6 Stormwater Management Financing

These PCWP Policies are attached hereto in Appendix S and incorporated herein by reference and provide guidance for a comprehensive approach to stormwater quality and quantity management.

Also, in accordance with this policy, Stormwater Management Policies were developed for the Southern Sarpy Watershed that drains to the Platte and Elkhorn Rivers. Urbanized development of this southern half of Sarpy County being facilitated by installation of a sanitary sewer system, led to the need to establish the framework for a Stormwater management program and a comprehensive watershed plan. The policies adopted by the Southern Sarpy Watershed Partnership (SSWP) consist of six (6) policy groups, headed as follows:



- #1. Water Quality Improvement
- #2. Peak Flow Reduction
- #3. Landscape Preservation, Restoration, and Conservation
- #4. Erosion and Sediment Control and other BMPS
- #5. Floodplain Management
- #6. Stormwater Management Financing

These SSWP policies are attached hereto in Appendix “S” and incorporated herein by reference and provide guidance for a comprehensive approach to Stormwater quality and quantity management.

C. Expect and continue to rely on other local governmental subdivisions (cities, counties and SID’s) to continue to develop, finance, implement, operate and maintain urban drainage and flood control systems that involve enclosed conduits (storm sewers), road crossing and other similar appurtenant systems.

D. Assume responsibility for major urban drainage and flood control systems in the District in accordance with the Urban Drainage Master Plan. For areas where no Urban Drainage Master Plan is currently available, the District will consider the planning, development, improvement, financing, implementation and continued maintenance of existing and proposed improvements to major urban drainage and flood control systems on an individual basis.

E. Expect, concurrent with or prior to assumption of responsibility for an urban drainage and flood control system, that the local subdivision with regulatory responsibility and authority enact for existing and proposed urban development Sediment and Erosion Control ordinances and Stormwater Management ordinances.

F. Financing of the additional duties and responsibilities envisioned by this policy statement could be through:

1. District general tax levy revenue
2. Stormwater utility fees, and,
3. Federal, state and local funds that may be available to assist the District

[February 5, 1985; October 12, 2006; December 13, 2018; June 9, 2022]

### **17.17 District Programs - Urban Drainageway Program.**

The Urban Drainageway Program is an authorized program of the District to provide technical and financial assistance to municipalities to control erosion and/or flooding along major urban drainageways.

#### **A. Criteria for Assistance**

- (1) An eligible project involves improvements made on any major drainageway (open channel) in a developed, urban area where erosion or flooding threatens public or private property.
- (2) Each project must be sponsored by a municipality or other unit of government (including SIDs) with authority and capability to carry out the project.
- (3) An enclosed storm sewer is not an eligible project.
- (4) Eligible projects shall receive no more than \$1.5 million in District funds.

- (5) Approved projects may be implemented over a period of consecutive years.
- (6) All measures must be technically feasible and environmentally acceptable.

### B. Project Eligibility

Matching funds will be distributed according to the three Levels of Design, which consist of the following:

- Level 1 (Restoration) – Restoration of a continuous reach or reaches of the channel through enhancing meanders and stabilizing the bed (possibly elevating incised channels with grade control structures to reconnect to the historical floodplain) and banks, using predominantly bioengineering techniques with some structural techniques if necessary.
- Level 2 (Rehabilitation) – Rehabilitation of a continuous reach or reaches of the channel bed (possibly including grade control structures) and banks along the existing channel alignment, using a combination of bioengineering and structural techniques.
- Level 3 (Stabilization) – Stabilization of a limited, critical area of the channel banks and/or bed that does not have a significant impact on the entire reach with grade control structures along existing channel alignment using bioengineering and/or structural techniques.

## Levels of Design

	<b>Level 1</b> <i>Restoration</i>	<b>Level 2</b> <i>Rehabilitation</i>	<b>Level 3</b> <i>Stabilization</i>
<b>Reach Length</b>	Continuous or having a significant impact on the reach	Continuous or having a significant impact on the reach	Repairs in a critical area that does not have a significant impact on the reach
<b>Stream Channel Modification</b>	In a predominantly unconfined or historical stream channel	Confined in modified channel pattern	Can be in an unconfined or historical stream or modified/confined channel
<b>Stream Improvement Techniques</b>	Majority are bioengineering techniques, habitat enhancement, flow redirection, and (if possible) flow retention	Bioengineering and/or structural techniques, habitat enhancement, flow redirection, and (if possible) flow retention	Bioengineering and/or structural techniques
<b>Hydraulic Impact</b>	Will restore hydraulic connection to floodplain	May restore hydraulic connection to floodplain	Will not affect hydraulic connection to floodplain

- Note: Both Level 1 and Level 2 will accelerate natural stream stabilization processes

### C. District Responsibilities

- (1) All projects will require approval by the Board of Directors
- (2) Administer the Urban Drainageway Program.
- (3) Review and prioritize all applications.
- (4) Provide funding for a portion of the local eligible project costs (i.e. excluding state and federal funds) as follows:
  - (a) Provide 75% cost share on all Level 1 projects
  - (b) Provide 60% cost share on all Level 2 projects
  - (c) Provide 40% cost share on all Level 3 projects
- (5) Eligible project costs shall include all costs associated with design, construction, and construction observation. The following shall also apply:
  - (a) Sponsor's "in-house" design and construction inspection costs are eligible for cost-sharing provided that the work is performed or supervised by a licensed professional engineer.
  - (b) Construction must be performed by a qualified contractor. Reimbursement for use of Sponsor's equipment is not an eligible cost.
  - (c) Preliminary study costs (if necessary) are eligible for cost-sharing only if the project is constructed.
- (6) The District may require construction of component parts in consecutive years.
- (7) The District reserves the right to approve or reject plans, specifications, and/or implementation schedules.
- (8) The District shall budget funds for the component parts of all approved projects. Previously approved projects have priority for funding.

#### D. Sponsor Responsibilities

- (1) The sponsor shall submit an application on forms provided by the District (Urban Drainageway Program Application, Form 17.17, Manual of Standard Forms, Appendix E).
- (2) The sponsor shall submit preliminary plans with the application. The following items should be included:
  - (a) total estimated cost
  - (b) implementation schedule, including estimated costs for component parts.
  - (c) environmental acceptability statement.
  - (d) preliminary survey and design information.
  - (e) location maps.
- (3) The sponsor shall obtain all land rights for the project at no cost to the District.
- (4) The sponsor shall provide all future operation and maintenance on the project at no cost to the District.
- (5) The sponsor must comply with all local, state, and federal laws.
- (6) The sponsor must obtain all local, state, and federal permits necessary for the project.
- (7) The sponsor shall administer all contracts for design, construction and construction inspection.
- (8) The sponsor shall hold and save the District free from damages or claims due to the design, construction, or operation and maintenance of the project.
- (9) The sponsor shall execute an agreement with the District which will outline these guidelines.
- (10) The sponsor shall apply for EPA 319 and Nebraska Environmental Trust funding in order to be eligible for Level 1 or Level 2 project cost share from the District.

#### E. Requesting Reimbursement

- (1) Upon completion of construction of each component, reimbursement may be requested by the sponsor by providing the following:
  - (a) Certificate of Completion, signed by a licensed, professional engineer.
  - (b) Copies of final pay estimates which shows total units, unit costs, and total component costs.
- (2) Progress payments on individual components will not be allowed.

(September 10, 1987; January 13, 2011)

#### **17.18 District Programs - Emergency Floodwarning Program.**

The Emergency Floodwarning Program is an authorized program of the District. The District operates and maintains an Alert Floodwarning System that has been installed in the Papio basin. This system consists of 17 combination rain and stream gauges and 5 rain gauges. Information collected by this system is transmitted to the National Weather Service office in Valley. Through an interlocal agreement, the District maintains this system with the City of Omaha, Douglas County, Washington County and Sarpy County. All parties help to share the cost of this maintenance. The National Weather Service, through this same agreement, has agreed to monitor the system and provide watches and warnings as well as forecasts based on the information provided by this system.

The Staff communicates with Emergency Management agencies, law enforcement agencies, and the National Weather Service to help them provide the general public with advance warning prior to floods. The agencies are expected to provide the Staff with information concerning upstream conditions and forecasted flood levels in project areas.

[February 5, 1987; December 8, 1994; December 10, 1998; June 9, 2022]

**17.19 District Programs - Stream Staff Gauge Program.** The Stream Staff Gauge Program is an authorized program of the District. Stream staff gauges have been placed by the District at various locations along the Platte and Elkhorn Rivers, and along the Papio, Springfield and Bell Creeks, to aid in determining stream flows and flood stages. The District maintains these gauges. During high water events, staff, spotters for the National Weather Service and others make visual observations of these gauges to document stream stages and assist in flood forecasting. Management will continue to maintain this system.

[February 5, 1987]

**17.20 District Programs - Rain Gauge Program.** The Rain Gauge Program is an authorized program of the District. The District maintains a rain gauge network by supplying individual cooperators with rain gauges and data books to develop long-term rainfall data and assist in flash flood warning. During periods of intense rainfall, the National Weather Service and the news media can contact cooperators and receive rainfall information. This network also allows the District to evaluate emergency operations needs while providing hydrologic data for future use.

[February 5, 1987; June 9, 2022]

**17.21 District Programs - Groundwater Management Program.** The Groundwater Management Program is an authorized program of the District, governed by the District's Groundwater Management Program Rules and Regulations (Appendix N). The authority for these rules is contained in Chapter 46, Reissue Revised Statutes of Nebraska, Article 7 of the Nebraska Groundwater Management and Protection Act. The program consists of a static water level and water quality monitoring programs, implementation of the District's Groundwater Management Plan, and implementation of the District's Integrated Management Plan.

- A. Static water levels have been recorded by Staff in both the spring and fall of each year at a number of irrigation well sites in the District since groundwater monitoring began in 1978. Data is provided to the United State Geological Survey and the University of Nebraska Conservation and Survey Division. The monitoring program will continue to be updated by Management.
- B. Water quality sampling and analysis has been conducted during the growing season at both individual wells (since 1992) and monitoring well nests (since 1999) across the District. The monitoring system will continue to be updated by Management.
- C. The District's Groundwater Management Plan outlines objectives towards meeting a groundwater reservoir life goal. The District's reservoir life goal is to maintain water in the groundwater reservoir in sufficient quantity and quality for all beneficial uses in perpetuity. As additional data becomes available, a revision to this goal may be made by the Board. The

following groundwater management objectives are intended to achieve the reservoir life goal:

1. Continue improvements to the Groundwater Level Monitoring Program in an attempt to provide the District with reliable measurements of the overall water level of each of the aquifers of the District and to assist in determining seasonal changes in water levels.
  2. Continue improvements to the District-wide Groundwater Quality Monitoring Program through cooperative efforts between the District, Nebraska Department of Environment and Energy and the U.S. Geological Survey.
  3. Encourage, through information and education activities, conservation of ground water quantity and protection of groundwater quality.
  4. Establish management or control areas in the District to address specific problems of groundwater quantity or quality, should the data collected indicate a need for such control areas.
  5. Continue to evaluate requests (petitions) from rural landowners for a more adequate and dependable water supply.
  6. Cooperate with other NRDs in the management of contiguous portions of the groundwater reservoir.
  7. Continue to participate in the Eastern Nebraska Water Resources Assessment (ENWRA) to establish a hydrogeologic framework for the glaciated portion of eastern Nebraska.
- D. The District's Voluntary Integrated Management Plan (IMP) was developed and is administered in conjunction with the Nebraska Department of Natural Resources (DNR) and outlines goals and objectives for the portion of the District within the Lower Platte River Basin where groundwater and surface water are considered hydrologically connected. The area affected by the IMP is the Platte and Elkhorn River alluvial aquifers and the surface area that drains to the Platte and Elkhorn Rivers. A requirement of IMPs is to implement at least one groundwater control. The District adopted a groundwater control that established a limit on the expansion of certified groundwater irrigated acres. Certification of irrigated acres consists of making application and providing documentation to the District, that an irrigation well is located in the hydrologically connected area and documentation of the number of acres irrigated using that irrigation well (Application for Certification of Irrigated Acres, Form 17.21-1, Manual of Standard Forms (Appendix E)). Those wishing to expand groundwater irrigated acres must obtain a variance from the District (Application for a Variance to Expand Irrigated Acres, Form 17.21-2, Manual of Standard Forms (Appendix E)). The first goal of the IMP is to implement policies to protect existing groundwater and surface water uses and allow for future development. The adoption of the groundwater control is intended to allow the District to meet that goal. The NDNR has adopted a comparable surface water control for the area. The limit on the expansion of irrigated acres and the rules and regulations for obtaining a variance are included in The Groundwater Management Program Rules and Regulations (Appendix N).
- E. The District's Groundwater Management Rules and Regulations also contain rules and procedures to manage groundwater irrigation runoff (Appendix N). A complaint form for

use when groundwater irrigation runoff is observed is to be completed and returned to the District (Complaint of Violation, Form 17.21-3, Manual of Standard Forms (Appendix E)).

- F. The District's Groundwater Management Rules and Regulations (Appendix N) designate and establish Groundwater Management Areas within the District. Groundwater Quality Management Areas are designated as Phase I, Phase II, or Phase III. Groundwater Quantity Management Areas are designated as Level I, Level II, or Level III.
- G. The District's Groundwater Management Program may provide financial assistance to units of government or private landowners to encourage the conservation or protection of groundwater.
  - a. Criteria for financial assistance
    - i. Public water suppliers with a designated wellhead protection area or municipalities with a designated wellhead protection area are eligible for financial assistance and are responsible for administering any professional service contracts required to complete a Wellhead Protection Area plan as specified in a written agreement with the District.
    - ii. Private landowners who make application with the District are eligible for financial assistance and shall make all data from District sponsored monitoring equipment available to the District.
    - iii. Irrigated property in an IMP area must be properly certified with the District in order to receive financial assistance.
  - b. Eligible Cost-Share Practices within a Phase I or Level I Groundwater Management Area
    - i. Irrigation Water Management practices, intermediate or advanced techniques, in accordance with criteria in the current Natural Resources Conservation Service Nebraska Practice Payment Schedule for EQIP.
  - c. Eligible Cost-Share Practices within a Phase II or Level II Groundwater Management Area
    - i. Irrigation Water Management practices, only advanced techniques, in accordance with criteria in the current Natural Resources Conservation Service Nebraska Practice Payment Schedule for EQIP.
    - ii. Laboratory testing for nitrate and nitrite of:
      - 1. one water sample per year for each registered well
      - 2. one soil sample once every two years for every 20 acres or greater of property to be planted in corn, potatoes, or grain sorghum.
    - iii. The purchase of a fertilizer meter and manifold to improve the accurate use and uniform application of nutrients.
  - d. Eligible Cost-Share Practices within a Hydrologically Connected Area

- i. District approved flow meters or time totalizers may receive cost-share assistance before March 1, 2025. Following this date, no cost-share will be available for flow meters or time totalizers.
- e. Eligible Cost-Share on Wellhead Protection Area Plans within a Phase II Groundwater Management Area
  - i. Contracted professional services for Wellhead Protection Area Plans meeting Nebraska Department of Environment and Energy criteria.
- f. District's Responsibilities
  - i. District staff will review and prioritize all applications on an annual basis. All funding will be subject to the annual budget approved by the District's Board of Directors.
  - ii. Eligible project costs shall include all costs associated with the purchase and installation of District approved practices, equipment, or professional services required to complete a Wellhead Protection Area plan.
  - iii. The District reserves the right to approve or reject, in its sole discretion, any applications, plans, specifications, and/or implementation schedules.
  - iv. The District will provide funding for a portion of the local eligible project costs (i.e. excluding state and federal funds) as follows:
    - 1. Provide 50% cost share on all Phase I or Level I eligible practices, up to a maximum cost equal to the General EQIP Payment Schedule as reported in the current Natural Resources Conservation Service Nebraska Practice Payment Schedule for EQIP.
    - 2. Provide 50% cost share on all Phase II or Level II eligible practices, up to a maximum cost equal to the General EQIP Payment Schedule as reported in the current Natural Resources Conservation Service Nebraska Practice Payment Schedule for EQIP. Cost-share for a fertilizer meter and manifold is exempt from the maximum General EQIP Payment Schedule but shall not exceed a maximum NRD cost-share of \$5,000. Cost-share for soil and water testing for each landowner shall not exceed \$1,000 in any given year.
    - 3. Provide 50% cost share on all eligible practices within a Hydrologically Connected Area, up to a maximum cost equal to the General EQIP Payment Schedule for Irrigation Water Management, Advance Technique, as reported in the current Natural Resources Conservation Service Nebraska Practice Payment Schedule for EQIP.
    - 4. Provide 50% cost-share for a Wellhead Protection Area Plan not to exceed a maximum NRD cost-share of \$30,000

[February 5, 1987; December 11, 2014; February 8, 2018; March 8, 2018; June 9, 2022]



**17.22 District Programs - Chemigation Certification Program.** The Chemigation Certification Program is an authorized program of the District governed by the District's Chemigation Certification Program Rules and Regulations (Appendix U). Management is authorized and directed to administer this program and conduct inspections, prescribe forms, approve or deny applications, issue and revoke permits (Chemigation Certification Permit, Form 17.22, Manual of Standard Forms (Appendix E)), collect and dispense fees, supervise cleanup and recovery plans, and carry out all other responsibilities and authorities imposed upon or granted to the District by the Nebraska Chemigation Act (Sections 46-1101 et seq., R.R.S.) or by the adopted rules and regulations of the Nebraska Department of Environment and Energy (Title 195, Nebraska Administrative Code); provided, however, the consent of the Board shall be required prior to the institution by the District of a civil action under Section 46-1138(2) R.R.S. and Management shall keep and maintain detailed records of the administration of the Act.

[February 5, 1987; July 13, 1989; December 11, 2014; June 9, 2022]

**17.23 District Programs – Celebrate Trees Program.** The Celebrate Trees Program is an authorized program of the District. The District administers this grant program to encourage and assist communities in the District with planting trees on public land throughout the District. Grant applications are approved and administered by Management.

A. Criteria for Assistance:

1. Planting project must be on public land.
2. Applicant must complete the Celebrate Trees application form and include a detailed plan of the proposed tree planting with tree species identified. Shrubs are not eligible for funding.
3. Applicants will be funded using a ranking system that puts higher emphasis on the following criteria:
  - a. Public Parks
  - b. Replacing diseased and storm damaged trees
  - c. Plans with multiple species
  - d. Date of sign up

B. The maximum amount awarded for any one tree planting project per year will be \$3,000.00 with a maximum of \$300.00 per tree.

[June 9, 2022; April 11, 2024]

**17.24 District Programs - [Reserved]**

**17.25 District Programs - Project Operation and Maintenance Assistance Program.** The Project Operation and Maintenance Assistance Program is an authorized program of the District. The District will consider assuming the operation and maintenance for existing flood control levee projects, previously maintained by others, on a case-by-case basis. The District may decide to (1) accept the entire responsibility for future operation and maintenance, (2) provide some degree of assistance on O&M activities, or (3) not provide assistance.

A. Requirements: The following criteria must be met in order for the project to be considered:

1. All rights-of-way for the project area must be available for the District's use. It must be free from encumbrances and be provided at no cost to the District.
2. The levee project must currently be operated and maintained by another governmental entity (e.g., city, county, SID, drainage district). An exception to this may be if adjacent privately-owned levees join the publicly-operated levee, thus forming an integral link in the flood control system. In this case, the public body must acquire the necessary land rights and make them available to the District.
3. An interlocal agreement must be executed which outlines specific conditions of the responsibilities being assumed and/or assistance being provided.

B. General Guidelines:

1. Greater consideration for assuming the entire operation and maintenance responsibility will be given to those levee projects possessing the following qualities: protect human life, protect transportation corridors, railroads, highways.
2. In the event that total assumption of the operation and maintenance responsibilities is not agreeable, the District will consider providing technical assistance at no cost and specialized levee maintenance equipment at cost to the owner agency. Technical assistance may be in the form of inspections, design of major repairs or consultation. The furnishing of specialized maintenance could include arm mowing, backhoe and dozer work, brush control, etc. Assistance on the repair of a structural failure may also be available. General levee maintenance such as normal mowing, debris removal, roadway surfacing, etc., would still be done by the owner agency. Conditions under this type of arrangement would include, but not necessarily be limited to, the following.
  - a. Construction, operation and maintenance on District projects would take priority over any request for specialized levee maintenance. In other words, assistance will be provided on an "as available" basis.
  - b. The owner agency would have to "hold and save" the District harmless from any and all liabilities.
  - c. The District would only provide manpower and equipment (including fuel, oil, repairs, etc.). Any necessary materials must be provided.
  - d. The owner agency must exhaust all other options for assistance (e.g., state and federal), prior to requesting District assistance.
  - e. An annual inspection by the District should be conducted and recommendations made to the owner agency for needed maintenance and the correction of structural deficiencies.

## **17.26 District Programs - [Reserved]**

**17.27 District Programs - Recreation Area Development Program.** The Recreation Area Development Program is an authorized program of the District to provide financial assistance to units of government (cities, towns, villages, counties or other municipalities) to establish, develop and improve public recreation areas.

### A. Criteria for Assistance:

1. Each project must be sponsored by a city, town, village, county or other municipality with the statutory authority and capability to develop and manage public recreation areas.
2. The recreation area, or park, must be part of a comprehensive plan for the municipality.
3. To be eligible, a project must be associated with, or exhibit, some form of natural resources conservation.
4. Eligible project features:
  - a. development of a recreation area plan,
  - b. land acquisition (eligible only if recreation area is developed at the same time)
  - c. grading, seeding and landscaping
  - d. buildings and facilities
    - (1) picnic shelters
    - (2) restroom
5. Projects must conform with all local, state and federal laws.

### B. District Responsibilities:

1. Administer the Recreation Area Development Program.
2. Management shall review, prioritize and approve applications for assistance when the cost share amount is \$20,000 or less. The approval of the Board is required on projects where the cost share is between \$20,001 and \$50,000, or, when the amount requested in applications exceeds the amount budgeted for this program.
3. Reimburse sponsors 50% of the local costs (i.e., excluding federal and state funds) of the project, not to exceed \$50,000 in District funds, as determined in B.2. above, for each public recreation area.

### C. Sponsor Responsibilities:

1. The Sponsor shall submit an application on forms supplied by the District.
2. The Sponsor shall submit preliminary plans with the application. The following items should be included:

- a. option purchase agreement
  - b. recreation area development plan (prepared by a consultant)
  - c. estimated total cost
  - d. implementation schedule
  - e. location map
  - f. appropriate section of the comprehensive plan.
3. The Sponsor shall obtain all necessary local, state and federal permits
  4. The Sponsor shall manage the recreation area and provide all future operation and maintenance of the area at no cost to the District.
  5. The Sponsor shall agree to manage the area as a public recreation area for a minimum of 50 years.
  6. The Sponsor shall administer all contracts for design, construction and construction inspection of the project.
  7. The Sponsor shall control all erosion on the site during construction and until permanent vegetation is firmly established.
  8. The Sponsor shall hold and save the District free from damages or claims due the construction, or operation and maintenance of the recreation area.
  9. The Sponsor shall execute an agreement with the District which outlines these guidelines.
  10. The Sponsor is encouraged to utilize recycled or recyclable products whenever practical or feasible.

D. Requesting Reimbursement:

1. Upon completion of the project, the Sponsor may request reimbursement from the District by providing the following:
  - a. certificate of completion
  - b. copies of final pay estimates, invoices or deed(s).

[May 10, 1989; November 12, 1991; October 8, 1992]

**17.28 District Programs [Reserved]**

**17.29 District Programs – [Reserved]**

**17.30 District Programs - Floodplain Purchase Program.** The Floodplain Purchase Program is an authorized program of the District to promote the health, safety and well-being of the public and reduce flood damages through the purchase of flood prone lands and improvements.

A. Purpose:

1. To reduce future flood insurance and disaster assistance costs by removing repetitively and/or substantially damaged structures from flood risk areas.
  2. To provide an opportunity for owners of repetitively and/or substantially damaged structures to have those structures permanently removed from flood risk areas, and to reduce risk to life from flooding.
  3. To complement Federal, state and local efforts to restore floodplain values, protect the environment and provide recreational and open space uses.
- B. Objective: To provide a voluntary program whereby property in the floodplain would be purchased, and whereby buildings in the floodplain would be razed or relocated outside of the floodplain, on a willing seller/willing buyer basis, without exercise of eminent domain.
- C. Criteria for Eligibility:
1. The property/building(s) must be located within the District and within the Special Flood Hazard Area (SFHA) as identified on published FEMA Flood Insurance Maps. Portions of a parcel of property may be purchased.
  2. The fair market value of the property and improvements will be based upon an appraisal prepared by a certified licensed appraiser retained and paid by the District. In the case where a portion of a parcel is purchased, severance damages will not be considered or paid.
  3. The acquisition will be fee title, deeded to the District.
  4. This program will not be carried out within the corporate limits of cities or villages, except as provided in Paragraph F. herein.
- D. Priorities of Acquisition:
1. Priorities for acquisitions are as follows:
    - a. Residences and associated buildings
    - b. Commercial buildings
    - c. Farmsteads
    - d. Industrial buildings
  2. Priority will be given to properties within a designated floodway as identified on published FEMA Flood Insurance Rate Maps.
  3. Priority will be given to those properties and buildings that have experienced recurring flooding problems and/or have been substantially damaged.
  4. Properties and buildings located on the riverside of a publicly owned and operated levee system will receive high priority.

5. Emphasis will be placed on acquiring these properties under foreclosure.

E. Funding Assistance:

1. Management will apply for Federal, state and local funds that are available to assist in the implementation of this program. This assistance may be available through:
  - a. Federal Emergency Management Agency (FEMA)
  - b. Department of Housing and Urban Development
  - c. USDA Natural Resources Conservation Service - P. L. 83-566
  - d. Others
2. Relocation assistance to families or businesses will not be provided by the District unless required by law.

F. City, County or Village Sponsored Floodplain Purchase Projects

1. The District will cost share with Cities, Counties or Villages who wish to sponsor a Floodplain Purchase Project, under the following conditions:
  - a. The sponsor shall execute an agreement with the District which generally meets the guidelines of this Program and the following:
    1. The acquisition(s) will be fee title, deeded to the sponsor.
    2. The District shall administer all contracts for design, construction, and construction inspection.
    3. The sponsor or the District shall apply for Federal, State, and other funding assistance.
    4. The District will cost share half the local cost of the project, including all professional services.
  - b. The sponsor shall provide for all future operation and maintenance on the project at no cost to the District.
  - c. The sponsor shall hold and save the District free from damages or claims due to the construction, operation, and maintenance of the project.

G. Disposition of the Property/Buildings:

1. Building(s) will either be demolished or sold as surplus property, depending upon the condition of the buildings and the marketability of the structure(s).
2. The land will be graded, smoothed and covered with a soil suitable for vegetative growth.
3. A revegetation plan (grasses, trees and shrubs) will be prepared and implemented.

H. Authorities:

1. The Board of Directors will decide all acquisitions, which shall be subject to the availability of funds.
2. Management will plan and implement grading and revegetation plans.
3. Policies of the District regarding purchasing (Policy 15) and property (Policy 16) shall apply.

[December 12, 1991; May 10, 2001; December 13, 2018; June 9, 2022]

**17.31 District Programs - Ice Jam Removal.** The Ice Jam Removal Program is an authorized program of the District.

A. If the General Manager, or in his or her absence the Assistant General Manager, as the principal executive officer of the District, in the exercise of his or her discretion, and after a personal inspection of the affected area,

1. Determines that flood waters impounded by an ice jam in the Platte or Elkhorn Rivers within the District pose an imminent threat of widespread or severe flood damage, injury or loss of life or property, unless such ice jam is promptly removed and the impounded waters released; and,
2. Executes a written proclamation containing the aforesaid determination and his or her determination that such ice jam and resulting impoundment of flood waters constitute a local disaster emergency within the contemplation of Section 81-829.50(1), R.R.S., 1943, and, in accordance with Section 81-829.50(1), R.R.S., 1943, immediately mails a copy of such proclamation to the Nebraska Emergency Management Agency and the county clerk of each county within which such ice jam is occurring,

then, the General Manager is authorized to carry out District duties and responsibilities under applicable agreements creating local or interjurisdictional civil defense agencies and organizations; and, if the General Manager, on the basis of his or her inspection and after consultations with the District's engineers, determines that the use of explosives is the only feasible method to obtain the timely removal of such ice jam and release of impounded flood waters, then the General Manager, on behalf of the District, may employ any persons, firms or corporations who or which he or she determines are qualified, upon such terms and conditions as he or she determines reasonable, to remove such ice jam and release such impounded flood waters, using explosives; provided, however, in accordance with Section 81-829.50, R.R.S., 1943, no such declarations or employments shall be continued, extended, or renewed for a period in excess of seven days, after the date of the original declarations, without the consent of the Board, expressed by resolution.

B. Members of the Executive Subcommittee shall give the General Manager authority to contract for ice jam removal services pursuant to this policy shall be exempt from the competitive bidding and purchasing requirements and restrictions contained in District policies.

C. Pursuant to Section 81-829.46, R.R.S., 1992, the General Manager is hereby designated as the District's liaison officer to facilitate the cooperation and protection of the District in the work of disaster prevention, preparedness, response and recovery.

[March 10, 1994; June 9, 2022]

**17.32 District Programs - Well Abandonment Program.** The Well Abandonment Program is an authorized program of the District. Its purpose is to provide incentives to landowners to properly plug and cap water wells no longer in use. These "abandoned wells" can provide a direct pipeline to groundwater for chemicals, fertilizer, livestock waste and other pollutants which could contaminate public or private wells. They are also a safety hazard to humans, pets or livestock that may fall into them. (Well Abandonment Program Application, Form 17.32, Manual of Standard Forms (Appendix E)).

A. General Program Provisions:

1. Well must be abandoned by a licensed water well contractor or pump installer.
2. Well must be abandoned in accordance with Nebraska Department of Health regulations.
3. The P-MRNRD will provide cost-sharing at the rate of 75% of the total cost of the abandonment with a maximum cost-share of \$750 for domestic wells, \$1000 for hand-dug wells, and \$1,500 for irrigation and municipal wells.
4. Eligible costs include the sealing of the well, pulling pumps or pipe and filling cisterns, but do not include moving windmill towers, cement slabs or other obstructions.
5. The Natural Resources District may inspect site before, during or after the completion of the well abandonment.
6. Well must be abandoned within 6 months of the approval of application.
7. Notice of abandonment must be provided by a licensed water well contractor to the Department of Natural Resources.
8. The individual who performs the abandonment must sign a notarized affidavit that the procedure followed program guidelines.

[August 12, 1993; October 13, 1994; August 8, 1996; December 10, 2015; June 9, 2022]

**17.33 District Programs - Solid Waste/Recycling.** The Solid Waste/ Recycling Program is an authorized program of the District. Through this program, the District will encourage sound solid waste management programs and innovative recycling efforts within the District by participating on Advisory Committees, providing funding for studies or investigations and providing incentive grants.

[December 8, 1994]



## **17.34 District Programs – [Reserved]**

**17.35 District Programs - Wetlands and Stream Mitigation Banking.** The Wetlands and Stream Mitigation Banking Program is an authorized program of the District. The Wetlands and Stream Mitigation Banking Program is designed to utilize the benefits provided by District projects that create wetlands. Wetlands created by District projects will act as credits in a bank to be used to compensate (mitigate) for wetlands that are adversely impacted or destroyed. These credits can then be sold to other agencies, sold to private individuals or used by the District. This program will be administered by Management according to an Interagency Review Team (IRT) approved Banking Prospectus, General Banking Instrument and individually approved Site Development Plans .

### A. Criteria for Assistance

1. Impacted or destroyed wetlands must be located within District boundaries.
2. All impacts must be authorized by obtaining a permit under Section 404 of the Clean Water Act.

### B. District Responsibilities

1. Establish and/or maintain aquatic habitat through restoration, creation, enhancement, and/or preservation at wetland and stream mitigation bank sites owned or managed by the District and approved by the IRT.
2. Maintain each wetland and stream mitigation bank site in accordance with established maintenance criteria until requirements for closure of the site are met or it is determined that long-term maintenance is unnecessary.
3. Perform all necessary monitoring and prepare an annual report in order to demonstrate compliance with success criteria established in the Site Development Plan.
4. Maintain an accounting procedure that documents the activity of all mitigation bank accounts.
5. Obtain all appropriate environmental documentation, permits, or other authorizations needed to establish and maintain the bank.
6. Establish a total price for each wetland and stream mitigation bank site as approved by the Board.

### C. Applicant Responsibilities

1. Submit an application on a form provided by the District, and
  - a. Submit a 404 permit application which includes an initial identification and/or delineation of the wetlands proposed to be impacted or destroyed.
  - b. Deposit funds in an escrow account in the amount and as specified by the District to pay for the credits applied for. These funds will be reimbursed to the applicant with interest earned if the application is denied for any reason.

2. Receive approval from the U.S. Army Corps of Engineers for the use of wetland and stream mitigation bank credits prior to obtaining a Section 404 permit.
3. Provide District a copy of an approved 404 permit.

[May 9, 1996, February 13, 2003; June 9, 2022]

**17.36 District Programs - Lower Platte River Corridor Alliance.** The Lower Platte River Corridor Alliance is an authorized program of the District. The purpose of the Alliance, consisting of the three NRDs bordering the river from Columbus to the mouth and numerous State Agencies, is to foster and facilitate the planning, zoning and project implementation necessary to restore and preserve the natural resources in the Lower Platte River. The program shall be administered in accordance with interlocal agreements between members of the Alliance and other written agreements of the District.

[December 10, 1998]

**17.37 District Programs - Small Flood Control and Water Quality Structure Program.** The Small Flood Control and Water Quality Structure Program is an authorized program of the District to provide technical and financial assistance to landowners in the installation of small flood control and water quality structures within the Papillion Creek Watershed.

A. Criteria for Assistance:

1. The watershed for each structure shall be at least 300 acres.
2. All projects shall be designed as high hazard flood control structures to contain the 100-year flood below the emergency spillway.
3. Projects under this program shall have a total project cost of less than \$2,500,000, such costs to include but are not limited to preliminary design, geotechnical investigations, final design and construction engineering, soils and materials testing and project construction (“Project Costs”).
4. At least 75% of the applicant’s property in the watershed shall have adequate land treatment. Adequate land treatment shall be defined as having 5 tons per acre per year or less soil loss as determined by the Revised Universal Soil Loss Equation (RUSLE).
5. For structure sites involving more than one landowner, a joint application shall be submitted.
6. Projects must be in conformance with all local, state and federal laws.
7. Projects must meet the Guidelines of the District’s 319 Water Quality Management Plan and be eligible for funding under the Federal Section 319 programs.

B. District Responsibilities:

1. Administer the Small Flood Control and Water Quality Structure Program.

2. Management shall review and prioritize all applications annually.
3. The District shall contract with a consulting engineering firm for a preliminary and final design, geotechnical investigations and construction administration engineering services for the project.
4. The District shall select and retain a contractor for the construction of the project.
5. The District shall fund 100% of the total Project Costs.
6. The District shall determine the necessary land rights (easements) for the project and shall have the necessary land rights appraised. The necessary land rights (easements) will be granted or acquired by the District. The District will contribute 50% of the appraised value of the land rights (easements) for the project.
7. Upon completion of the construction, the District will operate and maintain the structure.

C. Applicant Responsibilities:

1. Submit an application on a form provided by the District.
2. The applicant(s) shall provide needed land rights (easements) to the District for the project at a rate of 50% of the appraised value. The easement shall include the right of ingress and egress to survey, design, construct, operate and maintain the structure, the right to permanently and/or temporarily store flood waters behind the structure and the right to limit other uses.
3. The applicant(s) shall donate an easement over their adjoining property within the watershed guaranteeing the adequate land treatment will be maintained in perpetuity.
4. The applicant(s) shall establish and maintain permanent vegetative cover on a 50-foot strip of land adjacent to the permanent pool of the structure.
5. The total project cost may exceed \$2,500,000 if the applicant(s) pays for all costs exceeding that limit. The applicant(s) shall also agree to fund those project features that are beyond minimum standards for flood control structure design (e.g., a roadway on top of a dam).
6. The applicant(s) shall execute an agreement with the District incorporating these guidelines.

[February 10, 2000; February 11, 2021]

**17.38 District Programs – Conservation Easement Program.**

The Conservation Easement Program is an authorized program of the District to acquire easements on private lands to preserve and protect natural areas in the District.

A. Criteria for Eligibility

1. The parcel of land must contain one or more of the following natural areas or features.
  - a. wetlands,
  - b. native or reestablished prairies,
  - c. floodplain or upland woodlands,
  - d. riparian corridors,
  - e. wildlife habitat,
  - f. other natural areas
2. In urban areas, the minimum size of the parcel shall be 1 acre.
3. In rural areas, the minimum size of the parcel shall be 5 acres.

B. Program Features

1. Management shall administer the Conservation Easement Program.
2. The District shall follow the provisions of the Conservation and Preservation Easement Act (§ 76-2,111 – 76-2,118), which requires approval of the easement by the local planning and zoning board.
3. The District shall obtain title information including any existing encumbrances, liens, or easements.
4. The District shall survey the area and prepare a legal description of the parcel.
5. If the easement is to be purchased, the District shall contract with an appraiser to determine the value of the easement.
6. The District shall prepare all documents related to the acquisition of the easement.
7. Actual terms of the easement shall be negotiated on a case-by-case basis. However, all easements shall be permanent and assignable.
8. The District shall cause the easement to be recorded with the Register of Deeds in the county in which the easement area is located.
9. The District shall annually inspect the easement area to ensure the terms of the easement are being followed.
10. The owner shall be responsible for all property taxes and special assessments.
11. The owner shall be responsible for all routine maintenance of the property.

[June 14, 2001]

**17.39 District Programs – Flood Mitigation Planning and Mapping Assistance Program.**

The Flood Mitigation Planning and Mapping Assistance Program is an authorized program of the District to provide technical and financial assistance to governmental entities located within the District to help identify flood prone areas and plan projects to reduce flood risk and damage.

A) Criteria for Assistance:

- 1) Assistance in flood mitigation planning and mapping requires sponsorship by a city, town, village, county, municipality or other unit of local government with the authority and capability to carry out the Flood Mitigation Plan and/or adopt any new or revised National Flood Insurance Program (NFIP) Flood Hazard Studies and Maps.
- 2) The Sponsor must participate in the NFIP and be in “good-standing” status.
- 3) All Flood mitigation planning and floodplain mapping must conform with all federal, state and local laws, standards or guidelines.

B) Eligible Activities:

- 1) Preparation of a Flood Mitigation Plan.
- 2) Preparation of or revisions to NFIP Flood Hazard Studies and Maps.

C) Funding Assistance:

- 1) The District will reimburse 50% of the local (non-federal or non-state) cost up to a maximum of \$50,000 in District funds for each such eligible activity.

D) District Responsibilities:

- 1) Administer the Flood Mitigation Planning and Mapping Assistance Program.
- 2) Management shall review, prioritize and approve applications for assistance when the cost share amount is \$20,000 or less for each such eligible activity. The approval of the Board is required where the cost share is between \$21,000 and \$50,000 for each such eligible activity, or, when the amount requested in applications exceeds the amount budgeted for this program.
- 3) The NRD reserves the right to review and approve or reject plans, reports, maps, specifications, and or implementation schedules.
- 4) The District will retain the services of contractors necessary for developing flood hazard mapping under the CTP program.

E) Sponsor Responsibilities:

- 1) The sponsor shall submit an application for each such eligible activity on forms provided by the NRD along with a cover letter describing the need for a Flood Mitigation Plan and/or flood plain mapping.

- 2) The sponsor shall execute an agreement with the NRD which outlines proposed activities for each application.
- 3) The sponsor shall retain the services of contractors necessary for eligible activities, other than those supported by the CTP program.
- 4) The sponsor must agree to implement the Flood Mitigation Plan and adopt any new or revised NFIP Flood Hazard Studies and Maps that result from activities funded with NRD assistance.

[June 2003; December 13, 2018]

**17.40 District Programs - Trails Assistance Program.** The Trails Assistance Program is an authorized program of the District to provide financial assistance to units of government (cities, counties, villages, or other government entities) to build recreational trails.

A. Criteria for Assistance

1. Each project must be sponsored by a city, village, county, or other municipality, with the statutory authority and capability to develop and manage public recreation trails.
2. The trail must be part of a comprehensive trails plan for the municipality.
3. Eligible project features include:
  - a. trail construction
  - b. grading, seeding, and landscaping
  - c. bridges and drainage facilities
  - d. signage
4. Projects must conform with all local, state, and federal laws.

B. District Responsibilities

1. Administer the Trails Assistance Program.
2. Management shall review and prioritize applications for assistance. The approval of the Board is required on projects
3. Reimburse Sponsor 50% of the local costs (i.e., excluding state and federal funds) of the approved project.

C. Sponsor Responsibilities

1. The Sponsor shall submit an application on forms supplied by the District.
2. The Sponsor shall submit the following items with the application:
  - a. estimated total cost,
  - b. implementation schedule,
  - c. location map.

3. The Sponsor shall obtain all necessary local, state, and federal permits.
4. The Sponsor shall manage the trail and provide all future operation and maintenance of the area at no cost to the District.
5. The Sponsor shall agree to operate, maintain, and repair the trail for a minimum of 50 years.
6. The Sponsor shall administer all contracts for design, construction, and construction observation for the project.
7. The Sponsor shall control all erosion on the site during construction and until permanent vegetation is firmly established.
8. The Sponsor shall hold and save the District free from damages and claims due to the construction, or operation and maintenance of the recreation trail.
9. The Sponsor shall execute an agreement with the District which outlines these guidelines.
10. The Sponsor is encouraged to utilize recycled or recyclable products whenever practical or feasible.

C. Requesting Reimbursement

1. Upon completion of the project, the Sponsor may request reimbursement from the District by providing the following:
  - a. certificate of completion
  - b. copies of final pay estimates, invoices, or deeds.

[April 14, 2005; December 10, 2015]

**17.41 – Stormwater Best Management Practice Program.**

The Stormwater Best Management Practice (BMP) Program is an authorized program of the District to provide technical and financial assistance to local subdivisions of government and local nonprofit organizations who install best management practices to control stormwater runoff and to educate the public about stormwater management .

A. Criteria for Assistance

- (1) Eligible measures include but are not limited to:
  - (a) raingardens, green roofs, bioswales, infiltration trenches, rain barrels, bioretention, pervious pavement
  - (b) public outreach campaigns, including rain barrel distribution, informational signs, outdoor classrooms, development and production of educational materials for the public
- (2) The following are not considered eligible projects
  - (a) piped, underground detention systems

- (b) projects constructed to comply with current local stormwater regulations

#### B. District Responsibilities

- (1) Administer the Stormwater BMP Program.
- (2) Management will prioritize and approve eligible applications
- (3) Reimburse 50% of all eligible costs of the project up to \$5,000 per project. Eligible costs shall include all costs for construction of BMPs, materials, publication costs, and professional services related to projects. The following shall also apply:
  - (a) Sponsor's "in-house" design costs are not eligible for cost-sharing.
  - (b) Construction must be performed by a qualified contractor. Reimbursement for use of Sponsor's labor and equipment are not eligible costs.
- (4) The District must approve plans, specifications, and/or implementation schedules.

#### C. Sponsor Responsibilities

- (1) The sponsor shall submit an application on forms provided by the District (Stormwater Best Management Practice Program Application, Form 17.41, Manual of Standard Forms, Appendix E).
- (2) The sponsor shall submit preliminary plans with the application. The following items should be included:
  - (a) total estimated cost
  - (b) implementation schedule, including estimated costs for component parts.
  - (c) preliminary design including expected stormwater runoff and water quality benefits
  - (d) location maps.
- (3) The sponsor shall obtain all land rights for the project at no cost to the District.
- (4) The sponsor shall provide all future operation and maintenance on the project at no cost to the District.
- (5) The sponsor must comply with all local, state, and federal laws.
- (6) The sponsor must obtain all local, state, and federal permits necessary for the project.
- (7) The sponsor shall administer all contracts for design, construction and construction inspection.
- (8) The sponsor shall hold and save the District free from damages or claims due to the design, construction, or operation and maintenance of the project.
- (9) The sponsor shall execute an agreement with the District which will outline these guidelines.
- (10) The sponsor shall complete the project within one year.
- (11) The sponsor shall install signage to educate the public on the project purpose and to acknowledge the District's contribution.

#### D. Requesting Reimbursement

- (1) Upon completion of construction, reimbursement may be requested by the sponsor by providing the following:
  - (a) Copies of final pay estimates which shows total units, unit costs, and total component costs.
- (2) Progress payments on individual components will not be allowed.

(June 12, 2008; June 11, 2015; June 9, 2022)



## **17.42 District Programs – Lake Dredging Program.**

The Lake Dredging Program is an authorized program of the District to provide technical and financial assistance to units of government (sponsors) to dredge retained sediments in permanent water quality basins and lakes within the sponsor's boundaries and extraterritorial jurisdiction.

### **Criteria for Eligible Projects:**

1. The Sponsor must be a unit of government (city, county, sanitary & improvement district).
2. Only public access lakes and permanent water quality basins are eligible for assistance.
3. Dredging shall be limited to the capacity of the conservation pool of the water quality basin or lake.
4. An individual lake or basin shall be eligible for assistance if the following specific criteria are met:
  - a. The water body has not been dredged in the immediately preceding ten (10) years.
  - b. Verification that 75% of the original capacity has been lost to sedimentation.
  - c. Verification of impaired water quality that will be improved by dredging project, including calculation of benefits.
5. The Sponsor must have a watershed management plan to control erosion and reduce sedimentation from the drainage area.

### **District Responsibilities:**

1. Provide 50% of the local costs (after applying any state or federal cost share assistance) of the project up to a maximum NRD cost share of \$100,000 per project. Eligible costs include:
  - a. Actual dredging costs
  - b. Professional engineering services for design, calculation of dredging amount and water quality benefits.

### **Ineligible costs include:**

- a. Costs associated with land rights acquisition.
  - b. Costs associated with the acquisition of necessary permits for the project.
  - c. Costs associated with relocation of utilities.
  - d. Sponsor's "in-house" labor and equipment costs.
2. All projects will require the approval of the Board of Directors.
  3. Review and approve all dredging plans prior to Sponsors' bidding of the project.

### **Sponsor Responsibilities:**

1. Complete District's LDP Application Form, Form 17.42A, Manual of Standard Forms (Appendix E). The following items should accompany the application:
  - a. Copy of the original construction plans for the lake or water quality basin. If original plans are not available, an engineering study will be necessary to calculate the original capacity.
  - b. Location map of the project.
  - c. Location map of the proposed disposal site(s) and site restoration plan.
  - d. Detailed project cost estimate.
2. Execute and fulfill an agreement outlining these guidelines (Form 17.42B. Manual of Standard Forms, Appendix E)
3. Provide all matching funds.
4. Provide all permits required for the project at no cost to the District.
5. Provide all necessary land rights at no cost to the District.

6. Contract for the dredging of the lake or water quality basin of the approved project.
7. Complete dredging operation within one year of approval.

[May 14, 2009]

**17.43 District Programs – Rural Acreage Wildlife Habitat Improvement Program.** The Rural Acreage Wildlife Habitat Program is an authorized program of the District. The District administers this program locally to provide cost-sharing funds to rural acreage landowners who establish or improve wildlife habitat. Cost-sharing funds are provided by the District. Contracts are approved and administrated by Management. (Wildlife Habitat Application, Form 17.42, Manual of Standard Forms (Appendix E))

**A. GENERAL REQUIREMENTS:**

- (1) Habitat Plan Developed
  - (a) Includes details such as location of tract, seeding plan, and other requirements
- (2) Use and Management of Contracted Land
  - (a) No haying or grazing
  - (b) No vehicles allowed
  - (c) Noxious weeds must be controlled
- (3) Maximum Acreage Per Cooperator or Farm
  - (a) The maximum acreage is 20 acres.
- (4) Maximum annual payment per cooperator
  - (a) The maximum annual payment per cooperator, not including habitat materials or site preparation payments, is \$2,000 per year.
- (5) Habitat Improvement Materials
  - (a) Must meet the technical standards of the District
  - (b) Cost of planting materials is reimbursed to the cooperator.
- (6) Forfeiture of Payment for Non-Compliance with Provisions
  - (a) Failure to comply may require the cooperator to forfeit one or more payments.
- (7) Change of Ownership or Farm Plan
  - (a) Releases the cooperator from contract obligations
- (8) Lands That Do Not Qualify for Contracts
  - (a) Those within corporate limits of municipalities
  - (b) Those on public lands
- (9) Termination of Contract
  - (a) May be terminated by the District
- (10) Effective Date of Contracts
  - (a) April 1 or November 1 of the first contract year

**B. COST SHARE PROVISIONS:**

Contract Term: 5 or 10 years  
Payment Rate: \$100/acre annually (paid 100% by District)  
Minimum Size: 2 acres per cooperator  
Maximum Size: 20 acres per cooperator  
Planting Requirements: Combination of native grass/legumes and tree/shrub plantings as, specified on site development and approved by NRD representative.

Habitat Material Cost-sharing Rates:

- (1) 100% of actual costs (paid entirely by District) not to exceed:
- (2) \$100/100 for tree/shrub planting
- (3) \$150/acre for warm season grass/legume mix establishment

[December 13, 2012; June 9, 2022]

**17.44 District Programs – Flood Mitigation Assistance Program.**

The Flood Mitigation Assistance Program is an authorized program of the District to provide technical and financial assistance to municipalities and other units of government to mitigate flood losses through structural flood control projects in developed, urban areas.

A. Criteria for Assistance

1. An eligible project involves improvements made to protect critical infrastructure from flooding.
2. Each project must be sponsored by a municipality, or other unit of government (including SIDs) with authority and capability to carry out the project
3. Eligible measures include:
  - a. Flood reduction levee systems to protect water dependent, critical infrastructure
  - b. Flood reduction detention structures
  - c. Flood reduction channel improvements
4. This program will not pay to assist with levee accreditation for the Federal Emergency Management Agency (FEMA).
5. This program will not include levees that are federal levees or that are currently in the USACE PL-8499 program.
6. This program will not assist with levees that are intended to be shown as providing flood protection on the FEMA flood maps.
7. This program will not assist with a change of map process on the FEMA flood maps.
8. This program will not help to fund any projects that are necessary to meet federal, state or local ordinances.
9. Approved projects may be implemented over a period of consecutive years.
10. All measures must be technically feasible and environmentally acceptable.

B. District Responsibilities

1. Administer the Flood Mitigation Assistance Program.
2. Review and prioritize all applications.
3. Provide 50% cost sharing on all eligible costs of the project to a maximum amount of \$500,000 for District's share. Eligible costs shall include all costs associated with design, construction, and construction inspection. Land rights are not an eligible cost. The following shall also apply:
  - a. Sponsor's in-house design and construction inspection costs are eligible for cost-sharing provided that the work is performed or supervised by a licensed professional engineer and all hours can be documented.

- b. Construction must be performed by a qualified contractor. Reimbursement for use of Sponsor's labor and/or equipment is not an eligible cost.
  - c. Preliminary study costs (if necessary) are eligible for cost-sharing only if the project is installed.
4. The District may require construction of component parts in consecutive years.
5. The District reserves the right to approve or reject plans, specifications, and/or implementation schedules.
6. The District shall budget funds for the component parts of all approved projects. Previously approved projects have priority funding.

#### C. Sponsor Responsibilities

1. Sponsor shall submit an application on forms provided by the District (Flood Mitigation Assistance Program Application, Form 17.44, Manual of Standard Forms, Appendix E).
2. The sponsor shall submit preliminary plans with the application. The following items should be included:
  - a. Total estimated cost
  - b. Implementation schedule, including estimated costs for component parts
  - c. Environmental acceptability statement
  - d. Preliminary survey and design information
  - e. Location maps
3. The sponsor shall obtain all land rights for the project at no cost to the District.
4. The sponsor shall provide all future operation and maintenance on the project at no cost to the District.
5. The sponsor must comply with all local, state and federal laws.
6. The sponsor must obtain all local, state, and federal permits necessary for the project.
7. The sponsor shall administer all contracts for design, construction and construction inspection.
8. The sponsor must have applied for Hazard Mitigation Assistance Program funds through the Nebraska Emergency Management Agency. A copy of the application should be submitted with the application.
9. The sponsor shall hold and save the District free from damages or claims due to the design, construction, or operation and maintenance of the project.
10. The sponsor shall execute an agreement with the District which will outline these guidelines.

#### D. Requesting Reimbursement

1. Upon completion of construction of each component, reimbursement may be requested by the sponsor by providing the following information:
  - a. Certificate of Completion, signed by a licensed, professional engineer.
  - b. Copies of final pay estimates which shows total units, unit costs, and total component costs.
2. Progress payments on individual components will not be allowed.

3. Any state, federal or other grant funds received for the project will equally reduce the District and the sponsor's share of the project.

[December 11, 2014; June 9, 2022]

**17.45 District Programs – Private/Public Levee Repair Assistance Program.** The Private/Public Levee Repair Assistance Program is an authorized program of the District to provide technical and financial assistance on eligible projects where a flood control dike or levee has failed, and the protected area is in imminent danger of flooding.

A. Criteria for Assistance:

1. Eligible Persons and Projects

- a. Public or private landowners who have exhausted or have insufficient funds or other resources available to provide adequate relief from the applicable hazards. Other governmental resources (e.g., Natural Resources Conservation Service, Corps of Engineers, Federal Emergency Management Agency) shall be investigated and shown to be unavailable or not expedient enough to prevent flooding before the NRD will consider providing financial assistance.
- b. More than one landowner must be affected by the levee or dike failure. In addition, at least one public facility, such as a road, must be potentially affected by a possible levee or dike failure.
- c. The dike or levee must, in the opinion of Management, be in danger of not providing pre-failure flood protection during the next major flood event.
- d. The dike or levee must be along the Platte, Elkhorn, or Missouri Rivers.
- e. The repair of the failure must complete the levee or dike system and should include all failure locations (if more than one exists) within the system if identifiable, feasible and required by the NRD Board of Directors.

2. Eligible Measures

- a. Measures to re-establish the pre-failure height and level of flood protection, such as installing suitable fill material in the failed dike or levee area.
- b. Measures to stabilize the riverside toe of the dike against riverbank erosion, such as installing jetties or bank protection.
- c. Measures to repair or stabilize dike erosion and/or slough areas, such as installing fill material, riprap, filter cloth, sandbags, or the like.
- d. A measure must reduce threats to life or property which could result from a flood.

- e. All measures must be technically sound and be limited to what existed before the watershed was impaired.
- f. Elevating the profile of a dike is not eligible under this program.
- g. Measures to be used must be the most cost-efficient ones which will provide timely, adequate, and safe relief from the flooding hazard.

B. Cost-Sharing:

1. NRD will provide (90%) of actual contracted construction costs to a maximum “not to exceed” amount of \$200,000 per project. Cooperator’s “in-house” expenses are not eligible. Cooperators are responsible for obtaining any needed land rights and they are not a cost-share item.
2. Cost-share funds will be committed according to the date of application. However, if two or more applications are being considered at one time, preference shall be given to those projects that may directly affect NRD facilities or other public infrastructure such as roads, bridges, utilities etc.
3. Cost-share funds will not be released until the project is complete according to plans and certified as such by NRD staff.
4. The NRD Board of Directors will have the authority to approve applications for cost-sharing up to the allowable limits.
5. The Cooperator will be liable for any additional cost above the dollar amount approved by the Board.
6. Work must be complete within six months after the NRD approval date. Extensions may be granted if just reason can be demonstrated.

C. Limitations:

1. NRD reserves the right to approve or reject plans.
2. Cooperator must hold and save the Papio-Missouri River NRD free from damages or claims due to the construction, operation and maintenance of the project, except where such damages are due to the fault or negligence of the Papio-Missouri River NRD.
3. NRD reserves the right to terminate the cost-share agreement in whole or part if the NRD determines that the Cooperator failed to comply with the program requirements.
4. Cooperator must give the NRD the right to enter, at reasonable times and in a reasonable manner, upon lands which Cooperator owns or controls, for access to the project for the purpose of inspection.
5. Project facilities (cost-share work) must be maintained for a period of 10 years after they are completed. If it is not properly maintained, according to the NRD, the cost-

share funds must be returned to the NRD and the Cooperator will not be eligible for future cost-sharing programs.

6. The Cooperator must sign an operation and maintenance agreement which incorporates these requirements prior to the initiation of construction.
7. Reasonable changes can be made in the field; however, Management approval is necessary if the approved project cost-share provided by the District is to be increased. In no event will the maximum funding limitation of \$200,000 per project be exceeded.
8. All applicable permits (e.g., Corps of Engineers Section 404) must be acquired by the Cooperator prior to starting repairs.

D. Requesting Reimbursement: Upon completion of construction, it will be necessary for the Cooperator to request reimbursement from the NRD. This can be done by providing the following:

1. A letter from the Cooperator that the work was completed according to the approved plan.
2. A breakdown of the work items, unit costs, total project costs and the reimbursement being requested.
3. Copies of all billings from all contractors or suppliers for all work items.

[March 11, 2021]

**18.0 District Projects - Papio Creek Watershed P.L. 566 Project.** The Papio Creek Watershed P.L. 566 Project is an authorized project of the District and shall be carried out and maintained in accordance with the watershed work plan and other written agreements with the USDA Natural Resources Conservation Service (NRCS). The work plan, prepared and administered by the NRCS, calls for 52 grade stabilization and sediment control structures to be built. Twenty-five (25) structures have been constructed and seven remain as potential sites to complete the work plan. To enable the District to carry out its obligations as local sponsor, Management is authorized to:

- A. Acquire land rights, easements and right-of-way
  - 1. For structure sites that are still feasible to construct.
  - 2. Acquisition of real property is not limited to acquisitions for nominal consideration and will be decided on a case-by-case basis.
- B. Provide for relocations.
- C. Operate and maintain completed structures in accordance with the project agreements.

[February 5, 1987; June 9, 2022]

**18.1 District Projects - Turtle Creek Watershed P.L. 566 Project.** The Turtle Creek Watershed P.L. 566 Project is an authorized project of the District and shall be carried out and maintained in accordance with project agreements and written agreements with the USDA Natural Resources Conservation Service (NRCS). The District operates and maintains the two grade stabilization structures built under this completed project.

[February 5, 1987]

**18.2 District Projects – [Reserved]**

**18.3 District Projects – [Reserved]**

**18.4 District Projects - Buffalo Creek Watershed Project.** The Buffalo Creek Watershed project is an authorized project of the District and shall be carried out and maintained in accordance with Resources Development Fund contracts with the Commission, project agreements with the USDA Natural Resources Conservation Service, Sarpy County and the State of Nebraska and other written agreements of the District.

The District operates and maintains seven of the ten grade stabilization structures built under this completed project. Sarpy County maintains two road structures and the State of Nebraska maintains the other.

[February 5, 1987; May 9, 1991]



**18.5 District Projects - Papio Creek and Tributaries Project.** The Papio Creek and Tributaries Project is an authorized project (50 year Big Papio Channel from “L” Street to West Center Road) of the District. The project shall be operated and maintained in accordance with the Corps of Engineers Operation and Maintenance Manual for the project, Management’s Levee System Operation and Maintenance Guidelines, Management’s Emergency Operations Procedure Manual, written agreements with the Nebraska Natural Resources Commission and the City of Omaha and other written agreements.

It is the policy of the District to recommend to the City of Omaha, and other political subdivisions, that prior to issuance of a development or building permit adjacent to any creek or drainageway, that an erosion and sloughing setback for certain structures be required. Such setback shall be a minimum distance to allow a 3:1 slope plus 20 feet (horizontal) between the edge of the water in the stream during normal flow conditions and the closest point on the structure at grade.

[February 5, 1987; February 9, 1989; May 9, 1991; December 10, 1998; November 14, 2002; June 9, 2022]

**18.6 District Projects - Chalco Hills Recreation Area.** Chalco Hills Recreation Area at Wehrspann Lake (Site 20 of the Corps of Engineers Papillion Creek and Tributaries Lakes Projects) is an authorized project of the District. The project will be carried out, operated and maintained in accordance with the contract for Recreation, Fish, and Wildlife Development, for the lease for Public Park and Recreation Purposes, the Revised Recreation Master Plan, the Annual Plan for Operating and Maintenance and other written agreements with the U.S. Army Corps of Engineers, as well as the Rules and Regulations for the site adopted by the District (Appendix K).

[February 5, 1987; February 4, 1988]

**18.7 District Projects - Papio Channel Maintenance Project.** The Papio Channel Maintenance Project is an authorized project of the District and shall be carried out, operated and maintained according to the following:

- A. The work plan for construction shall be reviewed annually by the Board.
- B. Acquisition of land rights, easements and rights-of-way shall be limited to that provided for in paragraph 15.0.D. of these Policies, except as provided for in 18.7.F.
- C. Operate the project in accordance with Management's Emergency Operations Procedure Manual and Management’s Levee System Operation and Maintenance Guidelines.
- D. The District encourages the donation (nominal consideration) of land rights, easements and right-of-way along the Papillion, Little Papillion, Big Papillion, West Branch Papillion and South Branch Papillion Creeks, downstream of existing Corps of Engineers reservoirs, to the District to construct, operate, maintain, repair and replace flood control improvements and public recreation trails.
- E. Project agreements with the City of Papillion and the City of Omaha and other written agreements of the District.

F. Corps of Engineers Operations and Maintenance Manual for the Big Papio Channel Project.

[February 5, 1987; May 9, 1991; December 10, 1998; November 14, 2002]

**18.8 District Projects - R-613 Levee Project.** The R-613 Levee Project is an authorized project of the District and shall be operated and maintained in accordance with the Corps of Engineers Operations and Maintenance Manual for the project, Management's Levee System Operation and Maintenance Guidelines, Management's Emergency Operations Procedure Manual, and written agreements.

[February 5, 1987]

**18.9 District Projects - R-616 Levee Project.** The R-616 Levee Project is an authorized project of the District and shall be operated and maintained in accordance with the Corps of Engineers Operations and Maintenance Manual for the project, Management's Levee System Operation and Maintenance Guidelines, Management's Emergency Operations Procedure Manual, agreement with the USA and Bellevue on Bellevue/Offutt Drain, and written agreements.

[February 5, 1987]

**18.10 District Projects - Union Dike Project.** The Union Dike Project is an authorized project of the District and shall be operated and maintained in accordance with the Union Dike Drainage District Agreement with the District, Operation and Maintenance plan, Management Levee System Operation and Maintenance Guidelines, Management's Emergency Operations Procedure Manual and other written agreements.

[February 5, 1987; November 14, 2002; June 9, 2022]

**18.11 District Projects - Platte River Landing Recreation Area.** A project to provide Platte River recreation access at a location adjacent to the Highway 64 bridge is an authorized general benefit project of the District. The project will be carried out, operated and maintained by the District in accordance with agreements with Sanitary and Improvement District #196, Douglas County, Nebraska, and other written agreements, as well as Rules and Regulations adopted for the site by the District (Appendix K).

[January 7, 1988; May 9, 1991]

**18.12 District Projects - No-Name Dike Project.** No-Name Dike (a 2-mile reach of the Platte River levee from the Union Pacific Railroad to County Road 33) is an authorized general benefit project of the District. The project shall be carried out and maintained in accordance with the Operations and Maintenance Plan, Management's Levee System Operation and Maintenance Guidelines, Management's Emergency Operations Procedure Manual and other written agreements.

[January 7, 1988; May 9, 1991]

**18.13 District Projects - Missouri River Corridor Project.** The Missouri River Corridor Project is an authorized project of the District to:

1. renovate the decreasingly viable oxbow lakes and wetlands along the Missouri River for fish and wildlife habitat from South Sioux City, approximate River Mile 732, to the confluence of the Platte River, approximate River Mile 595;
2. identify and establish cultural and historical interpretation centers along the route - i.e., Lewis and Clark, Audubon, Native Americans, etc.; and
3. provide, where appropriate, river and lake access and development for recreation. Detailed designs, land rights and funding for specific sites may necessitate a cooperative effort with the District and the Corps of Engineers, Nebraska Game & Parks and other Federal, State, local and/or private entities.

Six sites (Hidden Lake, Great Marsh, Boyer Chute, California Bend, Lower Decatur Bend, and Blackbird Scenic Overview) have been implemented by the District and shall be carried out and maintained in accordance with the District's work plan and written agreements with the U.S. Army Corps of Engineers and the U.S. Fish and Wildlife Service and other written agreements of the District. Boyer Chute was deeded to and is managed by the U.S. Fish and Wildlife Service. Blackbird Scenic Overview is managed by the Omaha Tribe in accordance with written agreements and the Rules and Regulations of the District (Appendix M).

"Back to the River" is an initiative on the Missouri River that will examine the potential for recreation, fish and wildlife habitat development or restoration and economic development on the Nebraska side of the river from northeast Washington County to the Platte River in Sarpy County. The project is a cooperative venture between the Corps of Engineers, the City of Omaha, the Game and Parks Commission, the Natural Resources Commission and the District. In FY 94 the Corps conducted a feasibility study for this initiative. The District will continue to coordinate local efforts to fund and implement this federal effort.

[February 9, 1989; May 9, 1991; December 8, 1994; December 11, 2014]

**18.14 District Projects - Tekamah/Mud Creek Watershed P.L. 566 Project.** The Tekamah/Mud Creek Watershed P.L. 566 Project is an authorized project of the District and shall be carried out and maintained in accordance with the watershed work plan and other written agreements with the USDA Natural Resources Conservation Service (NRCS). The District operates and maintains the 15 grade stabilization and sediment control structures and five flood water retarding structures. The operation and maintenance of the recreation facilities at structure 5-A (Summit Lake) is the responsibility of the Nebraska Game and Parks Commission as specified in a contract with that agency.

[February 9, 1989; December 10, 1998]

**18.15 District Projects – [Reserved]**

**18.16 District Projects – [Reserved]**

**18.17 District Projects - Elkhorn Crossing Recreation Area.** Elkhorn Crossing Recreation Area is an authorized general benefit project of the District. The project will be carried out, operated and maintained in accordance with the contract with the Nebraska Natural Resources Commission and other written agreements. The Rules and Regulations for the Elkhorn Crossing Recreation Area are attached hereto as Appendix K.

[April 13, 1989]

**18.18 District Projects - Papio Trails System.** The Papio Trails System is an authorized project of the District. Approximately 130 miles of trails have been constructed around the Omaha metropolitan areas through collaboration of the District with local government agencies for the purposes of recreation, active transportation, and access to natural resources. Project planning, design, construction, and operations shall be carried out in accordance with agreements between the District and partner agencies and organizations. A Connectivity Plan showing priority trail projects to be constructed by the District has been discussed with the Board, and will be presented for review and update as needed. The Rules and Regulations for the Papio Trails System are attached hereto as Appendix L.

[May 9, 1991; June 9, 2022]

**18.19 District Projects - Walnut Creek Lake and Recreation Area.** Walnut Creek Lake and Recreation Area is an authorized project of the District and shall be carried out and maintained in accordance with the Project Master Plan prepared by the District, Resource Development Fund contracts with the Nebraska Department of Natural Resources, an interlocal agreement for comprehensive flood control with the City of Papillion and other written agreements of the District. The City of Papillion operates and maintains the lake and recreation area.

The District will operate and maintain the flood control dam in accordance with the Papio Dam Site 21/Walnut Creek Lake Operations and Maintenance Manual and Management's Emergency Operations Procedure Manual and other written agreements of the District.

[May 9, 1991; December 10, 1998; September 7, 2005]

**18.20 District Projects - Heron Haven Wetland.** The Heron Haven Wetland is an authorized project of the District. In 1992, the District entered into a cooperative agreement with the Omaha Chapter of the National Audubon Society to purchase and develop the Heron Haven Wetland located near 117th and West Maple Road. The District will own the land and the Audubon Society will develop, operate and maintain the site.

[December 8, 1994]

**18.21 District Projects - Rumsey Station Wetland.** The Rumsey Station Wetland is an authorized project of the District. In the process of acquiring right-of-way for the West Branch Papio Project, a wetland site was identified. The Board authorized purchase of the site, located between 54th and 66th Streets on the south side of the creek near Rumsey Road in FY 1994. In 2002, the wetlands were expanded as the District's first Wetland Mitigation Bank site.

[December 8, 1994; November 14, 2002; December 13, 2018; June 9, 2022]

**18.22 District Projects – Papio Dam Site 6/Newport Landing Project.** The Papio Dam Site 6/Newport Landing project is an authorized project of the District and shall be carried out and operated and maintained in accordance with written agreements with Horgan Development Company and the associated Sanitary and Improvement District (SID) #425, Douglas County, NE, and other written agreements of the District. This is a private/public project intended to provide flood control and recreation for the public and housing around a semi-private lake for the private sector.

The District will operate and maintain the completed flood control dam, Big Papillion Creek Channel Improvements, and the wetland/recreation area (Prairie View Recreation Area) in accordance with the Dam Site 6/Newport Landing Operations and Maintenance Manual, Management’s Levee System Operation and Maintenance Guidelines and Management’s Emergency Operations Procedure Manual and other written agreements of the District.

[December 10, 1998; November 14, 2002]

**18.23 District Projects - Silver Creek Watershed Project.** The Silver Creek Watershed Project is an authorized project of the District and shall be carried out and maintained in accordance with the Silver Creek Watershed, Special Erosion and Sediment Control Project, Burt County, Nebraska work plan. The work plan calls for the construction of approximately 30 stabilization dams over a ten year period. The work plan for construction will be reviewed by the Board annually. Land rights must be donated and construction and maintenance is provided by the District in accordance with Management’s Grade Stabilization Structure (dams), Operation and Maintenance Procedures and Management’s Emergency Operations Procedure Manual.

[December 10, 1998]

**18.24 District Projects – Little Papio Channel Project.** The Little Papio Channel Project is an authorized project of the District and shall be operated and maintained in accordance with an agreement with Douglas County, the Corps of Engineers Operations and Maintenance Manual for the project, Management’s Levee System Operation and Maintenance Guidelines, Management’s Emergency Operations Procedures Manual and other written agreements of the District.

[April 11, 1996]

**18.25 District Projects – Western Sarpy/Clear Creek Levee Project.** The Western Sarpy/ Clear Creek Levee Project is an authorized project of the District and shall be operated and maintained in accordance with the Merger Agreement with the Western Sarpy County Dike and Drainage District (Appendix P), Management’s Levee System Operation and Maintenance Guidelines, Management’s Emergency Operations Procedure Manual, an Interlocal Agreement with the Lower Platte North NRD and the Lower Platte South NRD and other written agreements of the District.

[March 10, 1994; November 14, 2002]

**18.26 District Projects – Prairie View Recreation Area.** Prairie View Recreation Area is an authorized general benefit project of the District and shall be carried out and maintained in accordance with the Program Master Plan, prepared by the District, written agreements with Horgan Development Company and the associated Sanitary and Improvement District (SID) #525, Douglas

County, Nebraska, and other written agreements of the District, as well as the Rules and Regulations for the site adopted by the District (Appendix K).

[November 14, 2002]

### **18.27 District Projects – Papio Dam Site 13/Youngman Lake.**

The Papio Dam Site 13/Youngman Lake project is an authorized project of the District and shall be carried out and operated and maintained in accordance with written agreement with Dial Realty Corporation, Lyman-Richey Corporation, the City of Omaha and other written agreements of the District. This is a private/public project intended to provide flood control and recreation for the public and housing near a portion of the lake for the private sector. The City of Omaha will operate a large recreation area surrounding and including the lakes.

The District will operate and maintain the completed flood control dam in accordance with the Dam Site 13/Youngman Lake Operations and Maintenance Manual and Management's Emergency Operations Procedure Manual and other written agreements of the District.

[November 18, 2004]

### **18.28 District Projects – Shadow Lake/Midland Lake Project.**

The Shadow Lake/Midland Lake project is an authorized project of the District and shall be carried out and operated and maintained in accordance with written agreements with the City of Papillion, 370 LLC, SID #267, Sarpy County, NE, Shadow Lake Development, LLC, and SID #264, Sarpy County, NE, with agreements with the USDA-NRCS and other written agreements of the District. This is a private/public project intended to provide flood control, water quality and recreation for the public and housing around public lakes for the private sector. The SIDs, and ultimately the City of Papillion, will operate and maintain the lakes and recreation facilities.

The District will operate and maintain the completed flood control dam (Shadow Lake) and water quality/grade control basin (Midlands Lake) in accordance with the Shadow Lake/Midland Lake Operations and Maintenance Manuals, USDA/NRCS agreements and Management's Emergency Operations Procedure Manual and other written agreements of the District.

[June 9, 2005]

### **18.29 District Projects – WP-5/Prairie Queen Recreation Area Project.**

The WP-5/Prairie Queen Recreation Area project is an authorized project of the District and shall be carried out and operated and maintained in accordance with written agreements with the City of Papillion and Sarpy County, NE and other written agreements of the District. This is a public project intended to provide flood control and recreation for the public. The City of Papillion will operate and maintain the recreation area.

The District will operate and maintain the completed flood control dam and the associated water quality basins in accordance with the WP-5 Operations and Maintenance Manual and Management's Emergency Operations Procedure Manual and other written agreement of the District.

[October 10, 2008; March 8, 2012; December 11, 2014; June 9, 2022]

### **18.30 District Projects – Pigeon/Jones Site 15/Danish Alps Recreation Area – Kramper Lake.**

The Pigeon/Jones Site 15/Danish Alps Recreation Area – Kramper Lake project is an authorized project of the District and shall be carried out and operated and maintained in accordance with written agreements with the Nebraska Natural Resources Commission and Dakota County, NE, and other written agreements of the District. This is a public project intended to provide flood control, sediment control and recreation for the public.

The District will operate and maintain the completed flood control dam and the Levee Improvements in accordance with the Pigeon/Jones Site 15/Danish Alps Recreation Area – Kramper Lake Operations and Maintenance Manual, Management’s Levee System Operation and Maintenance Guidelines and Management’s Emergency Operations Procedure Manual and other written agreements of the District. The Operation and Maintenance of the recreation facilities at the Kramper Lake/Danish Alps Recreation Area is the responsibility of the Nebraska Game and Parks Commission as specified in a contract with that Agency.

[September 14, 2000; December 11, 2014]

**18.31 District Projects – West Maple Elkhorn River Access.** West Maple Elkhorn River Access is an authorized general benefit project of the District that provides public access to the Elkhorn River. The project will be operated and maintained by the District, in accordance with written agreements with the Village of Waterloo, NE, and the Rules and Regulations for the site adopted by the District (Appendix K).

[May 13, 2004; October 13, 2011]

**18.32 District Projects – Elkhorn River Access at Graske Crossing.** The Elkhorn River Access at Graske Crossing project is an authorized general benefit project of the District that provides public access to the Elkhorn River. The project will be operated and maintained by the District in accordance with the Rules and Regulations for the site adopted by the District (Appendix K).

[August 10, 2006]

**18.33 District Projects – Waterford Recreation Area.** Waterford Recreation Area is an authorized general benefit project of the District and shall be operated and maintained in accordance to written agreements with the Waterford Homeowners Association, and other written agreements of the District as well as the Rules and Regulations for the site adopted by the District (Appendix K).

[February 11, 2000]

**18.34 District Projects – Wehrspann Wetland.** Wehrspann Wetland is an authorized project of the District and shall be carried out and maintained in accordance with the Project Agreement with the US Army Corps of Engineers and other written agreements of the District. The project is a water quality basin with a soil cement dam that protects Wehrspann Lake. The District operates and maintains the dam and water quality basin in accordance with the Wehrspann Wetland Operations and Maintenance Manual and Management’s Emergency Operations Procedure Manual and other written agreements of the District.

[January 8, 1998]

**18.35 District Projects – Zorinsky Basin 3.** Zorinsky Basin 3 is an authorized project of the District and shall be carried out and maintained in accordance with an interlocal agreement with the City of Omaha and the Whitehawk SID and other written agreements of the District. The project is a water quality basin that protects Zorinsky Lake. The City of Omaha operates and maintains the water quality basin as part of a city park. The District operates and maintains the dam in accordance with the Zorinsky Basin 3 Operations and Maintenance Manual and Management’s Emergency Operations Procedure Manual and other written agreements of the District.

[December 13, 2001]

**18.36 District Projects – Zorinsky Basin 1.** Zorinsky Basin 1 is an authorized project of the District and shall be carried out and maintained in accordance with an interlocal agreement with the City of Omaha and other written agreements of the District. The project is a water quality basin with a labyrinth weir control structure that protects Zorinsky Lake. The City of Omaha operates and maintains the water quality basin and mitigation area. The District operates and maintains the control structure in accordance with the Zorinsky Basin 1 Operations and Maintenance Manual and Management’s Emergency Operations Procedure Manual and other written agreements of the District.

[May 10, 2007; December 7, 2010]

**18.37 District Projects – Pigeon/Jones Creek Watershed Project.** The Pigeon/Jones Creek Watershed Project is an authorized project of the District and shall be carried out and maintained in accordance with the Pigeon/Jones Creek Watershed, Special Erosion and Sediment Control Project, Dakota County, Nebraska work plan. The work plan calls for the construction of approximately 20 stabilization dams over a ten year period. The work plan for construction will be reviewed by the Board annually. Land rights must be donated and construction and maintenance is provided by the District in accordance with Management’s Grade Stabilization Structure (dams) Operation and Maintenance Procedures and Management’s Emergency Operations Procedure Manual.

[September 14, 2000]

**18.38 District Projects – Papio Dam Site 15A/Flanagan Lake.** The Papio Dam Site 15A/Flanagan Lake project is an authorized project of the District and shall be carried out and operated and maintained in accordance with written agreements with the City of Omaha, Douglas County, NE and other written agreements of the District. This is a public project intended to provide flood control and recreation for the public. The City of Omaha will operate and maintain the recreation area. The District will operate and maintain the completed flood control dam and the associated water quality basin in accordance with the Papio Dam Site 15A/Flanagan Lake Operations and Maintenance Manual and Management’s Emergency Operations Procedure Manual and other written agreements of the District.

[October 8, 2009; November 8, 2012; December 13, 2018]



**18.39 District Projects – Glacier Creek Project.** The Glacier Creek project is an authorized project of the District and shall be carried out and operated and maintained in accordance with written agreements with the Board of Regents of the University of Nebraska and other written agreements of the District. This is a joint project with the University of Nebraska-Omaha and is intended to expand and create an adjunct to the Allwine Prairie Preserve and provide under unified management a continuous prairie-wetland-creek ecosystem complex in support of environmental education, research and native habitat conservation, and to support District wetland and stream channel mitigation bank improvements. The University of Nebraska-Omaha will manage the area. The District will construct, operate and maintain the wetland and stream channel bank improvements on the site in accordance with the Umbrella Banking Agreement with the US Army Corps of Engineers and other written agreements of the District.

[January 11, 2007]

**18.40 District Projects – Whitted Creek Rehabilitation Project.** The Whitted Creek Rehabilitation Project is an authorized project of the District. This project to stabilize Whitted Creek and increase riparian habitat demonstrates the use of bio-engineering techniques for the benefit of other local agencies, consulting engineers and the general public. The state of the art natural channel design methods are intended to solve stream degradation through a self-sustaining environmental approach. The project is operated and maintained by the District in accordance with Management's Levee System Operation and Maintenance Guidelines and other written agreements of the District.

[October 9, 2008]

**18.41 District Projects – [Reserved]**

**18.42 District Projects –WP-6/Portal Recreation Area.** The WP-6/Portal Recreation Area is an authorized project of the District and shall be carried out, operated, and maintained in accordance with Interlocal Agreements with the City of Papillion and Sarpy County, NE and other written agreements of the District. This is a public project intended to provide flood control and recreation for the public. The City of Papillion will operate and maintain the recreation area.

The District will operate and maintain the completed flood control dam and the associated water quality basins in accordance with the WP-6 Operations and Maintenance Manual, Management's Emergency Operations Procedure Manual, and other written agreements of the District.

[December 10, 2015; June 9, 2022]

**18.43 District Projects –WP-7/Big Elk Lake.** The WP-7/Big Elk Lake is an authorized project of the District and shall be carried out, operated, and maintained in accordance with Interlocal Agreements with the City of Papillion and Sarpy County, NE and other written agreements of the District. This is a public project intended to provide flood control and recreation for the public. The City of Papillion will operate and maintain the recreation area.

The District will operate and maintain the completed flood control dam and the associated water quality basins in accordance with the WP-7 Operations and Maintenance Manual, Management's Emergency Operations Procedure Manual, and other written agreements of the District.

[December 10, 2015; June 9, 2022]

**18.44 District Projects – Zorinsky Basin 2.** Zorinsky Basin 2 is an authorized project of the District and shall be carried out and maintained in accordance with an interlocal agreement with the City of Omaha and other written agreements of the District. The project is a water quality basin with a weir control structure that protects Zorinsky Lake. The City of Omaha operates and maintains the water quality basin and mitigation area. The District operates and maintains the control structure in accordance with the Zorinsky Basin 2 Operations and Maintenance Manual, Management's Emergency Operations Procedure Manual, and other written agreements of the District.

[December 10, 2015]

**18.45 District Projects – WP-1 Project.** The WP-1 Project is an authorized project of the District and shall be carried out, operated, and maintained in accordance with Interlocal Agreements with the City of Omaha, NE and other written agreements of the District. This is a public project intended to provide flood control and recreation for the public. The District will operate and maintain the recreation area in accordance with Rules and Regulations for the site adopted by the District (Appendix K), until such time that the City of Omaha assumes that responsibility.

The District will operate and maintain the completed flood control dam and the associated water quality basins in accordance with the WP-1 Operations and Maintenance Manual, Management's Emergency Operations Procedure Manual, and other written agreements of the District.

[December 13, 2018]

**18.46 District Projects – WP-2 Project.** The WP-2 Project is an authorized project of the District and shall be carried out, operated, and maintained in accordance with Interlocal Agreements with the City of Gretna and Sarpy County, NE and other written agreements of the District. This is a public project intended to provide flood control and recreation for the public. The District will operate and maintain the recreation area in accordance with Rules and Regulations for the site adopted by the District (Appendix K), until such time that the City of Gretna assumes that responsibility.

The District will operate and maintain the completed flood control dam and the associated water quality basins in accordance with the WP-2 Operations and Maintenance Manual, Management's Emergency Operations Procedure Manual, and other written agreements of the District.

[December 13, 2018]

**18.47 District Projects – WP-4 Project.** The WP-4 Project is an authorized project of the District and shall be carried out, operated, and maintained in accordance with Interlocal Agreements with the City of Gretna and Sarpy County, NE and other written agreements of the District. This is a public

project intended to provide flood control and recreation for the public. The District will operate and maintain the recreation area in accordance with Rules and Regulations for the site adopted by the District (Appendix K), until such time that the City of Gretna assumes that responsibility.

The District will operate and maintain the completed flood control dam and the associated water quality basins in accordance with the WP-4 Operations and Maintenance Manual, Management's Emergency Operations Procedure Manual, and other written agreements of the District.

[December 13, 2018]

**18.48 District Projects – Papio Dam Site 7.** The Papio Dam Site 7 Project is an authorized project of the District and shall be carried out, operated, and maintained in accordance with Interlocal Agreements with the City of Omaha and Douglas County, NE and other written agreements of the District. This is a public project intended to provide flood control and recreation for the public. The District will operate and maintain the recreation area in accordance with Rules and Regulations for the site adopted by the District (Appendix K), until such time that the City of Omaha assumes that responsibility.

The District will operate and maintain the completed flood control dam and the associated water quality basins in accordance with the Papio Dam Site 7 Operations and Maintenance Manual, Management's Emergency Operations Procedure Manual, and other written agreements of the District.

[December 13, 2018]

**18.49 District Projects – Papio Dam Site 12.** The Papio Dam Site 12 Project is an authorized project of the District and shall be carried out, operated, and maintained in accordance with Interlocal Agreements with the City of Omaha and Douglas County, NE and other written agreements of the District. This is a public project intended to provide flood control and recreation for the public. The District will operate and maintain the recreation area in accordance with Rules and Regulations for the site adopted by the District (Appendix K), until such time that the City of Omaha assumes that responsibility.

The District will operate and maintain the completed flood control dam and the associated water quality basins in accordance with the Papio Dam Site 12 Operations and Maintenance Manual, Management's Emergency Operations Procedure Manual, and other written agreements of the District.

[December 13, 2018]

**18.50 District Projects – Papio Dam Site 19.** The Papio Dam Site 19 Project is an authorized project of the District and shall be carried out, operated, and maintained in accordance with Interlocal Agreements with the City of Gretna and Sarpy County, NE and other written agreements of the District. This is a public project intended to provide flood control and recreation for the public. The District will operate and maintain the recreation area in accordance with Rules and Regulations for the site adopted by the District (Appendix K), until such time that the City of Gretna assumes that responsibility.

The District will operate and maintain the completed flood control dam and the associated water quality basins in accordance with the Papio Dam Site 19 Operations and Maintenance Manual, Management's Emergency Operations Procedure Manual, and other written agreements of the District.

[December 13, 2018]

**19.0 Improvement Projects - Washington County Rural Water System #1 and #2.** The Washington County Rural Water Systems are an authorized special improvement project of the District, governed by the Rules and Regulations – Rural Water Supply Systems (Appendix H), an Agreement to create a Joint Water Project Board, the Interlocal Cooperation Act Agreement between the Pappio-Missouri River NRD and the City of Blair, as well as Agreements for the Sale of Water between Metropolitan Utilities District of Omaha and City of Blair to the Pappio-Missouri River NRD.

[February 5, 1987; December 14, 1989; June 9, 2022]

**19.1 Improvement Projects - Elkhorn River Bank Stabilization Project.** The Elkhorn River Project is an authorized special improvement project of the District and was improved in 1990 and maintained in accordance with Resources Development Fund contracts with the Commission and other written agreements of the District. The Commission funded 75%, the District 15% and the benefited landowners 10% of the design, land-rights acquisition and construction. The benefited landowners shall be assessed for the operation and maintenance of this completed project.

[February 5, 1987; May 9, 1991]

### **19.2 Improvement Projects – [Reserved]**

**19.3 Improvement Projects - Dakota County Rural Water System.** The Dakota County Rural Water System is an authorized special improvement project of the District, governed by the Rules and Regulations of the Dakota, Thurston and Washington County Rural Water Supply Systems and an Agreement for the Sale of Water between the City of Dakota City and the District (Appendix H).

[December 14, 1989]

**19.4 Improvement Projects - Thurston County Rural Water System.** The Thurston County Rural Water System is an authorized special improvement project of the District, governed by the Rules and Regulations of the Dakota, Thurston and Washington County Rural Water Supply Systems and an Agreement for the Sale of Water between the City of Pender and the District (Appendix H).

[December 14, 1989]

**19.5 Improvement Projects – Elk/Pigeon Creek Drainage Project.** The Elk/Pigeon Creek Drainage project is an authorized special improvement project of the District and shall be carried out and maintained in accordance with the Amended Merger Agreement Between Drainage District #5 of Dakota County, Nebraska, and the Pappio-Missouri NRD (Appendix O). The

benefited landowners shall be assessed for the operation and maintenance of this completed project.

[March 12, 1998, May 14, 1998]

**19.6 Improvement Projects - Elkhorn Breakout Project.** The Elkhorn Breakout Project is an authorized special improvement project of the District and shall be carried out and maintained in accordance with the agreement with the Lower Platte North Natural Resources District (LPNNRD). Benefited landowners funded 7%, Dodge and Douglas Counties 12% and the District 12% of the cost of construction and improvements and the remaining 69% funded by FEMA. The LPNNRD is responsible for the design, construction, operation, and maintenance of the project. The benefited landowners in both districts shall be assessed for the operation and maintenance of this completed project.

[April 16, 1998]

**19.7 Improvement Projects – Western Sarpy Drainage Project.** The Western Sarpy Drainage Project is an authorized special improvement project of the District and shall be carried out and maintained in accordance with the Merger Agreement with the Western Sarpy County Dike and Drainage District (Appendix P). The benefited landowners shall be assessed for the operation and maintenance of this completed project.

[March 10, 1994]

**19.8 Improvement Projects – [Reserved]**

## **20.0 Public Hearings - Procedure.**

### A. Rules and Regulations governing conduct of Informal Public Hearings which are Non-Adjudicatory in nature:

1. Matters which are not required by law to be acted upon after a hearing may be handled by correspondence or in any other appropriate manner.
2. The District may at any time on its own motion order any public hearing which the District is authorized, either by law or by inherent authority, to conduct and, after giving notice, conduct such hearing in the manner as hereinafter provided.
3. Notice shall be given of all public hearings held by the District. Unless otherwise provided by law, such notice shall be published at least once in a newspaper of general circulation in the District or in the specific geographic area which is affected by the business of the hearing, and the publication shall be made no more than 21 days nor less than seven days prior to the date of the hearing. The published notice shall contain information as to the date, time, place, and purpose of the hearing.
4. The Chairperson or his or her delegate shall serve as presiding officer over the hearing; however, the presiding officer shall, in all cases, be a member of the Board. The presiding officer may appoint a hearing examiner for the purpose of assisting in the conduct of the hearing.
5. The presiding officer or hearing examiner shall, among other things, open the proceedings; enter into the record the notice given of the hearing; take appearances; accept and see that exhibits are properly numbered; answer questions asked or call upon other persons present to answer questions asked; and close the proceedings. The presiding officer and hearing examiner have no power, acting alone, to take any action involving a final determination from the proceedings when action by law is required of the District. The record in any hearing shall not be affected by any change of presiding officers or examiners during the conduct of that hearing.
6. No person shall be required to be sworn or take an oath prior to presenting any evidence, which may consist of any oral or written question, statement or testimony and any document.
7. Evidence at a public hearing will ordinarily be received in the following sequence: (1) District Board members and Staff; (2) federal and state governmental agencies; (3) other political subdivisions; (4) all other persons in the order as the presiding officer shall in his discretion choose. All persons shall be given the opportunity to be heard on matters relevant to the business and purpose of the hearing.

8. All persons presenting evidence at a hearing shall first state their full name and address, and declare whether they are appearing on their own behalf or on behalf of another person or organization, in which case such person or organization represented shall be named.
9. All evidence presented at the hearing is to be directed at the business and purpose of such hearing. In general, any evidence which is substantial and satisfactory, relevant, reasonable and persuasive, though it may not be technically admissible under the Rules of Evidence governing Nebraska Civil procedure, will be admissible before the Board. Any evidence not directed at the business and purpose of the hearing, or which is cumulative or repetitive, may, at the request of the presiding officer or hearing examiner, be terminated and excluded from the record.
10. In addition to statements and evidence presented by any other person through Staff or otherwise, the Board may secure and present such statements and evidence as it may consider necessary or desirable. Evidence shall include a copy of notice given for the public hearing and a statement explaining the business and purpose of the hearing.
11. A record shall be made of the hearing proceedings, with the evidence presented being a part thereof. Such record may consist of written statements and any other documentary evidence along with tape recordings or oral evidence or such transcripts as deemed necessary by the District.
12. The record of public hearings may be held open at the discretion of the presiding officer for submission of any evidence not available or presented at the time of the hearing. At the designated time, the hearing shall be closed by the presiding officer or hearing examiner after the inclusion of any evidence submitted and accepted.

B. Rules and Regulations governing conduct of Formal Adjudicatory Hearings before the District:

1. Within ten days after the initiation of an action necessitating a formal hearing as required by statute or any rules and regulations of the District, the Chairperson shall set a time and place for said hearing.
2. Formal hearings shall be conducted by a hearing examiner. The hearing examiner may be a Board member, a member of the Staff or any other person deemed to be knowledgeable in the procedures set out in these rules and the subject matter being considered at the hearing. The Board or the Chairperson shall expressly designate the person to serve this function.



3. The General Manager shall prepare an official notice setting the time and place of the formal hearing. Such notice shall contain a general description of the purposes of the hearing. Such notice shall be sent by certified mail to all parties known to be involved in the subject matter of the hearing and to any parties officially notifying the district of their interest not less than ten calendar days prior to said hearing so that they may appear if they deem it necessary or appropriate. In addition, the General Manager shall cause this notice to be published in a legal or other newspaper of general circulation in the county, or counties, District, or other area with which the hearing would be concerned not less than ten calendar days prior to said hearing.
4. Where two or more proceedings are legally or factually related, they may be heard and considered together on a consolidated record.
5. Any party who desires a continuance shall notify the District in writing of such desire immediately upon receipt of notice of hearing, or as soon thereafter as facts requiring such continuance come to his knowledge stating in detail the reasons why such continuance is necessary. Affidavits may be required in support of such requests. For good cause shown, the Board may grant such a continuance, and the Board may at any time order a continuance on its own motion. All requests for continuance shall be filed with the Secretary prior to the hearing involved. Any such requests subsequent to the opening of any hearing will be considered only if it involves matters unknown to the person requesting a continuance prior to the date of the hearing and which could not have been ascertained prior to said date, or other facts, the existence of which would prejudice the hearing and the rights of the moving party.
6. The Board or the hearing examiner shall with adequate notice to the parties thereto, request informal prehearing conferences for the purpose of narrowing the issues involved in the dispute and exploring the possibility for a voluntary settlement of the disputed matter-between the parties. Any agreements or stipulations entered into by the parties or their representatives shall be reduced to writing, signed by the parties or their representatives and made a part of the record of the disputed matter. Such agreements or stipulations shall thereafter be subject to review and approval by the Board, which upon approval, shall be thereby bound.
7. The hearing examiner will, among other things, open the proceedings; enter into the record the notice of hearing; take appearances; act on pleadings not previously filed; hear the evidence as provided for in the next section; rule on motions and objections; interrogate any witnesses; and close the proceedings. Examiners have no power to take any action involving a final determination of the proceedings. The record in any case shall not be affected by any change of examiners during the conduct of the hearing.

8. Ordinarily opening statements and/or oral arguments following the close of the presentation of evidence will be permitted only insofar as such statements and/or arguments relate to the presentation and explanation of evidence. However, the Board or hearing examiner may request or permit policy arguments. The Board will hear oral arguments for rehearing where there is a prior request therefore in writing. Unless otherwise ordered by the Board or hearing examiner, oral argument will be limited to thirty minutes on each side.
9. Any party desiring to submit a brief concerning the matter presented at any formal hearing may do so by indicating such desire at the close of said hearing. The time in which briefs shall be filed and the number of copies required will be fixed at the close of the hearing by the hearing examiner. Submission of briefs may be requested by the Board upon its own motion.
10. An official record of any formal hearing conducted pursuant to statute or the rules and regulations of the Board shall be preserved in the form taken at the hearing. Such records shall include all testimony and exhibits presented at the hearing. Such record may be kept by a District Staff member or other Board appointee unless any party to the hearing requests the use of the district court rules of evidence, in which case such records shall be kept by a court reporter to be procured by the party requesting such formal rules of evidence. Such record or a copy thereof shall be kept on file in the office of the District.
11. Hearings may be held by the Board during a regularly or specially scheduled meeting. Whenever practicable, a decision shall be reached and an order issued if necessary on the same date as the hearing; provided that, the Board may at its discretion defer decision on any proceeding until a later date. In that event, the Staff shall at the request of the Board, prepare copies of the official record of the hearing and transmit one copy, including copies of exhibits supplied in accordance with Rule 10, to each of the Board members by certified mail not less than ten days prior to the date set for the decision.
12. All orders and decisions of the Board, along with an explanation of the time and requirements for appeal from any such orders or decisions, following the close of any hearings, shall be transmitted to the parties directly involved in the hearing by certified mail.
13. Motions for rehearing shall be received within ten days after the receipt of the Board's order or decision at the office of the District.
14. The Board may at any time order the Staff to make a formal or informal investigation into any matter within the jurisdiction of the Board or order any hearing which the Board is authorized either by law or inherent power to conduct. In the event of an investigation, the Board may request the attendance of any party. In the event of such request, an order shall be entered requesting the party to appear as a witness, and said order shall set forth the purpose of scope of their appearance; a statement of the issues involved and any known facts which have or will be recognized by the District; shall state the time and place of the hearing; and shall be

served upon the witnesses in such manner as provided for notice in Rule 3 of this regulation. In all investigation proceedings, neither the Board nor the Staff shall be bound by any strict rules of procedure except that any party called to appear shall have the right to be heard on any point raised in the investigation.

15. Evidence will ordinarily be received in the following order: (1) complainants including Staff or Board member; (2) defendants or respondents; and (3) rebuttal.
16. In general, all evidence which is substantial and satisfactory, relevant, reasonable, and persuasive, though it may not be technically admissible under the Rules of evidence governing Nebraska civil procedure will be admissible before the Board.
17. Any materials intended for inclusion in the record as exhibits shall be supplied to the District in a quantity capable of providing each Board member with a copy in addition to the official record copy.
18. When any exhibit consists of three or more pages, each page shall be consecutively numbered at the bottom. Any detailed or complex exhibits consisting of more than three pages or with several distinct parts shall be prefaced with an index.
19. Each exhibit shall be consecutively marked and numbered.
20. Any party desiring to introduce into evidence any part or parts of the official files shall obtain copies thereof in advance of the hearing.
21. Any party proposing to introduce exhibits into evidence in any proceeding before the Board shall furnish copies of the exhibits to said opposing party. Upon proof of any failure to supply the said exhibit, it will be excluded from the hearing unless good and sufficient reason be shown by the party offering the same for the failure to furnish said exhibit to the other parties.
22. Relevant portions of books, papers or documents, shall be plainly designated and distinguished from all irrelevant portions before the relevant material may be entered into evidence. Where the irrelevant material in the book, paper or document is voluminous so as to encumber the record, the book, paper or document may be marked for identification and the relevant material read into the record. Upon direction of the Chairperson of the Board or the hearing examiner, a true copy of the relevant matter may be received as an exhibit in place of the original; provided that, copies are delivered to all parties of record and such parties are afforded an opportunity to examine the original from which the same may have been taken.

23. Where it may become necessary to offer exhibits in evidence which have not been specified on the list offered by the party proposing to use the same, the Chairperson or the hearing examiner may authorize their introduction if good cause be shown.
24. The presiding member of the Board of hearing examiner may exclude evidence which is cumulative or repetitious.
25. The presiding member of the Board or hearing examiner may authorize any party to furnish and serve late filed exhibits within a specified time after the closing of the hearing.
26. All prehearing procedures in a complaint proceeding having been performed pursuant to these rules and regulations, the Board may find against any party not appearing, either in-person or through his attorney on the date set for the formal hearing, and may issue any order against such person which appears justified by the evidence presented by the appearing party.
27. Any individual may appear in his own behalf before the Board. An individual may appear on behalf of another only if:
  - a. he is admitted to practice law before the Nebraska Supreme Court, or
  - b. he is admitted to practice law before the supreme court of any state and is accompanied by a person admitted to practice law before the Nebraska Supreme Court, or
  - c. he has satisfactorily demonstrated sufficient expertise in the subject matter of the hearing and the procedures set out in this regulation and relevant state laws pertaining to the issues.

[February 5, 1987]

**21.0 - [Section Reserved]**

**22.0 Miscellaneous - Confidential Information.** Confidential written communications by Legal Counsel to the District concerning litigation in progress shall be transmitted to the General Manager, who shall disseminate such communications as the Executive Subcommittee shall direct. Any confidential material posted to the District's website for consideration at a Subcommittee or Board meeting can only be accessed by use of a password issued to Board members and designated staff.

Members of the Board, management and employees are expected to:

1. Use confidential information properly.
2. Recognize and avoid conflicts of interest.
3. Protect District property, including information, products, services, and assets.
4. Treat fairly and with respect all employees, the public and others with whom they have dealings.
5. Confidential information obtained in the course of business must not be used for personal gain or revealed to anyone outside of the District without the consent of the General Manager or the Board of Directors unless otherwise permitted by law.

[December 8, 1994; February 14, 2003; September 11, 2008]

**22.1 Miscellaneous – Papio-Missouri River NRD “Paperless Project”:** The Papio-Missouri River NRD “Paperless Project” is an authorized project of the District. The purpose of the “Paperless Project” is to provide the P-MRNRD Board of Directors, staff and general public access to Subcommittee and Board information and to move to a paperless office concept.

To achieve this, each elected P-MRNRD Director will be issued a laptop computer. Laptop will be returned to the District office once the Director has left office. The following is the policy concerning Directors' e-mail addresses/internet/printing needs to be adopted:

**Directors' e-mail** – The present P-MRNRD e-mail system will be retained, and each Director will have their e-mail address or phone number listed on the District web page, if they so desire.

**Printing** – Each Director shall be given a choice of using his or her own printer, or using a printer supplied by the District. If the Director uses his or her own printer the Director can be reimbursed \$.05 per copy for any copies made pertaining to District business. This expense will be submitted as part of the Director's monthly expense claim form.

**Internet Services** – Each Director shall be allowed up to \$50.00 per month for reimbursement of the cost of internet service. This expense will be submitted as part of the Director's monthly expense claim form.

**Internet Services (Out of Town – Hotel Visits)** – While conducting District business while out of town, each Director may be reimbursed the actual cost per day for the internet connections.

All Subcommittee and Board of Director Information will be posted to the Papio-Missouri River NRD website ([www.papionrd.org](http://www.papionrd.org)). The posting schedule is as follows:

**Subcommittee Information:** Subcommittee Agendas and background information will be posted to the website at least 5 days prior to the Subcommittee

meeting date. Agendas and staff recommendation memos will be e-mailed to Directors at least 5 days prior to the Subcommittee meeting date.

**Board Meeting Information:** Draft Board agenda and other available information will be posted to the website at least 5 days prior to the meeting date. Draft agenda will be e-mailed to Directors at least 5 days prior to the meeting date.

Final agenda, Subcommittee minutes, etc., will be posted to the website by 4:00 p.m. the day prior to the Board meeting. Final agenda will be e-mailed to Directors by 4:00 p.m. the day prior to the meeting date.

[February 14, 2002; March 13, 2003; April 10, 2003; October 9, 2003; September 14, 2006; December 11, 2014]

## **22.2 – Miscellaneous - Public Record Availability**

1. Any person may examine public records maintained by the District during the District's business hours, make memoranda or abstracts from such records, or make copies of such records, upon written request to the General Manager of the District for an appointment to view such records at its Omaha office.
  - a. A request letter and its envelope should be addressed to the District's Omaha office, marked "Records Request," and include the requester's name, mailing address and day time telephone number in the event the District needs to contact the person.
  - b. The request should reasonably describe the records being sought and, whenever possible, include specific information about each record sought, such as the date, title or name, author, recipient, and subject matter. The District does not conduct research to determine what records to provide.
  - c. If the request does not sufficiently describe the records to allow the District to locate them, the District may require additional information to be provided.
  - d. A written request for the District to provide copies of records shall be considered an agreement that the person requesting the copies will pay 25 cents per copy made by the District on a standard 8½ x 11 inch sheet of paper. Original records shall not be removed from the District's premises.
  - e. The District will not provide copies of materials that are subject to copyright law.
2. Upon receipt of a written request for access to or copies of a public record, the District will provide the requested record(s) for examination, or the copies requested, as soon as practicable but no later than four (4) business days after the written request is received; except that, if the entire request cannot reasonably be fulfilled within four business days due to significant difficulty or extensiveness of the request, the District will notify the requester in writing as to the reasons for the delay, including the earliest practicable date for fulfilling the request, and provide an estimate of the expected cost of any copies and an opportunity for the requester to modify or prioritize the items within the request.
3. Any person requesting photographic or other copies of public records must pay for the cost of reproduction in the amount of 25 cents per copy made on standard 8 ½ x 11 inch paper. Any person requesting maps, aerial photographs, digital disks or audio copies must pay the cost of reproduction in an amount determined by the District to cover the actual costs of

making the records available. Charges for sales tax, and postage if necessary, shall be assessed on all requests.

4. The District may withhold records in accordance with Neb. Rev. Stat. 84-712.05. Any reasonably segregable public portion of such record shall be provided upon request after deletion of the portions which may be withheld.
5. Any person denied a request for public records by the General Manager or his or her designee shall receive a written response in accordance with Neb. Rev. Stat. 84-712.04. Any person denied a request for public records may seek review in accordance with Neb. Rev. Stat 84-712.03.

[April 10, 2008]

### **22.3—Miscellaneous – District Grant Acknowledgement**

Sponsors receiving a District grant or cost share shall be required to publicly acknowledge the District's contribution to the project on a prominently displayed permanent sign, plaque, or other fixture (containing the District's logo), to be maintained by the Sponsor for the life of the project. Such acknowledgement shall also be contained on all temporary construction signs, in all media publicity about the project, and in all operation and maintenance agreements executed for the project. Compliance with all requirements may vary from project to project and can be negotiated with the General Manager on a case-by-case basis.

[May 8, 2008]

**22.4 Miscellaneous - Public Agency Coordination Policy.** The benefits provided by District projects and programs include but not limited to, trail corridors, parks, recreation, and habitat restoration as well as flood mitigation and water quality improvement. All projects and programs undertaken by the District shall conform to the following Public Agency Coordination Policy:

- A. The District will continue to work with communities to manage development to minimize future flood risk.
- B. The District shall work with communities to manage the impact of future development on water quality in the District's lakes and streams.
- C. The District shall work with the local jurisdiction and surrounding jurisdictions in the planning of new flood control and/or water quality projects. The Community Master Plan of the local jurisdiction shall be incorporated into the planning of the District's project.
- D. When feasible, the District shall include amenities in flood control projects for public access including, but not limited to, trail corridors, park areas, water-based recreation, and/or wildlife habitat.
- E. The District shall continue to maintain and operate the Papillion Creek Watershed Flood Warning System in order to provide data to local entities for decision making purposes and to educate the public regarding flood risk within the watershed.

[August 11, 2011; December 13, 2012]



## APPENDICES

- Appendix A - General Manager Employment Agreement
- Appendix B - Employee Handbook
- Appendix C - Pay Program Administration Manual
- Appendix D - Hanson Lake No. 3 Special Water Quality Work Plan
- Appendix E - Manual of Standard Forms
- Appendix F - Silver Creek Watershed Workplan
- Appendix G - Pigeon/Jones Creek Watershed Work Plan
- Appendix H - Rules and Regulations - Rural Water Supply Systems
- Appendix I - Rules and Regulations - Erosion and Sediment Control Act
- Appendix J - Safety Manual
- Appendix K - Rules and Regulations for Papio NRD Recreation Areas
- Appendix L - Rules and Regulations - Papio Trails System
- Appendix M - Rules and Regulations - Blackbird Scenic Overview
- Appendix N - Groundwater Management Program
- Appendix O - Merger Agreement with Drainage District #5 of Dakota County
- Appendix P - Merger Agreement with Western Sarpy County Dike and Drainage District
- Appendix Q - [Reserved]
- Appendix R - Conflict of Interest – Nebraska State Statutes (Paul Peters memo, dated March 14, 2002)
- Appendix S - Stormwater Management Policies
- Appendix T - Urban Drainageway Guidance
- Appendix U - Chemigation Certification Program
- Appendix V - Family and Medical Leave and Family Military Leave Policy
- Appendix W - Affirmative Action Program