

# Memorandum

To: Programs, Projects, and Operations Subcommittee

From: Eric Williams

Date: September 3, 2024

RE: Interlocal Agreement with Lower Platte South NRD and Nebraska Game & Parks Commission for Removal of Tree Debris Lied Bridge Cost Share

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The District (P-MRNRD) has collaborated with Lower Platte South NRD (LPSNRD) to construct the MoPac Trail along the former Missouri Pacific Railroad line, including construction of a trail over the bridge across the Platte River. This bridge is commonly referred to as the Lied Bridge.

An initial Interlocal Agreement (attached) specified the terms for the construction of the bridge and connecting trails to public access points on each side of the river. The agreement indicates that Nebraska Game and Parks Commission (NGPC) would be responsible for normal operations and maintenance of the bridge and connecting trails, but that both the P-MRNRD and the LPSNRD would be responsible for repairs to the bridge resulting from erosion and catastrophic events.

Following multiple high-water events in the Platte River, significant debris has accumulated on the upstream side of the structure. The proposed Amendment to the original agreement specifies terms for completing the needed debris removal. P-MRNRD will contract for debris removal from the bridge, seek federal funds for this work, and NGPC and LPSNRD will each reimburse P-MRNRD for one third of the cost of this work, not to exceed \$200,000 for any entity.

- **Management recommends that the Subcommittee recommend to the Board of Directors that the General Manager be authorized to execute the proposed Amendment to the Interlocal Cooperation Agreement with the Lower Platte South Natural Resources District, and the Nebraska Game and Parks Commission for the Trail Over Platte River Bridge (Lied Bridge), subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.**

**AMENDMENT No. 3 TO  
INTERLOCAL COOPERATION ACT AGREEMENT BETWEEN  
LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT  
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT and  
NEBRASKA GAME AND PARKS COMMISSION  
FOR THE  
TRAIL OVER PLATTE RIVER BRIDGE**

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This Amendment to the Interlocal Cooperation Act Agreement (hereinafter "**THIS AMENDMENT**") is made by and among the following:

Lower Platte South Natural Resources District (hereinafter "**LPS**");  
Papio-Missouri River Natural Resources District (hereinafter "**PAPIO**"); and  
Nebraska Game and Parks Commission (hereinafter "**NG&PC**");  
hereinafter referred to collectively as "the **PARTIES**".

In **THIS AMENDMENT**, the bridge constructed across the Platte River to support and connect a recreational trail near South Bend, Nebraska, named the Lied Platte River Bridge, will be referred to as "the **BRIDGE**." The right-of-way connecting the Bridge to Nebraska Highways 31 and 66 where a recreational trail has been constructed will be referred to as "the **CONNECTING LINKS**."

**WHEREAS**, in a 1996 INTERLOCAL COOPERATION ACT AGREEMENT, entered into by and among the **PARTIES**, the **PARTIES** agreed to cooperate to acquire, rehabilitate, maintain, repair and operate the **BRIDGE** and the trail approaches connecting the **BRIDGE**. Specifically, the **PARTIES** outlined certain Operation and Maintenance roles and responsibilities in Exhibit "F" of the 1996 INTERLOCAL

COOPERATION ACT AGREEMENT;

**WHEREAS**, in March 2019, the Platte River and the surrounding area, including the BRIDGE and the CONNECTING LINKS, endured a historical flooding event which caused significant damage to the BRIDGE and one of the CONNECTING LINKS which connects the recreational trail to Hwy 31 as well as significant sand and debris deposits and erosion;

**WHEREAS**, the PARTIES entered into that certain EXHIBIT “G” to clarify their individual responsibilities to each other for the damages caused and remedial measures required as a result of the March 2019 Flooding;

**WHEREAS**, the parties desire to enter into EXHIBIT “H” to provide for an update to the PARTIES responsibilities under the 1996 INTERLOCAL COOPERATION ACT AGREEMENT; and

**WHEREAS**, THIS AMENDMENT is made pursuant to authority provided in the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. §§ 13-801, et seq.), without a separate entity being created, and whenever possible, THIS AMENDMENT shall be construed in conformity therewith.

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

1) Exhibit “H” 2024 Project Responsibilities, as set forth below, shall be added to the 1996 INTERLOCAL COOPERATION ACT AGREEMENT immediately following Exhibit “G.”

## EXHIBIT “H”

### 2024 Project Responsibilities

The PARTIES hereby agree that the following actions shall be taken by the respective parties:

- 1) **DEBRIS REMOVAL.** The PAPIO will contract for the removal of debris from the BRIDGE that accumulated as a result of the 2024 Flooding of the Platte River (the “**DEBRIS REMOVAL PROJECT**”). The total cost of the DEBRIS REMOVAL PROJECT shall not exceed six hundred thousand dollars (\$600,000). The PAPIO shall apply for and seek available federal funds for the reimbursement of costs associated with the DEBRIS REMOVAL PROJECT, when feasible (“**FEDERAL FUNDS**”).
- 2) **DEBRIS REMOVAL REIMBURSEMENT.** The NG&PC and LPS will each reimburse the PAPIO for a third of the total cost for all work related to the Debris Removal (the “**DEBRIS REMOVAL COST SHARE**”). PAPIO shall provide final expense information to NG&PC and LPS before finalizing any contracted work for the DEBRIS REMOVAL PROJECT. In the event that the PAPIO does not receive FEDERAL FUNDS, NG&PC and LPS shall reimburse the PAPIO for all non-federally reimbursed costs for the DEBRIS REMOVAL PROJECT in the amounts equaling their DEBRIS REMOVAL COST SHARE obligations within forty-five (45) days of receiving a written request from the PAPIO. The NG&PC and LPS’s total reimbursement to the PAPIO for the DEBRIS REMOVAL PROJECT shall not exceed two hundred thousand dollars (\$200,000) per party.
- 3) **RATIFICATION.** Except as it is expressly amended by THIS AMENDMENT,

the 1996 INTERLOCAL COOPERATION ACT AGREEMENT shall remain in effect and binding upon the PARTIES.

- 4) **EFFECTIVE DATE.** THIS AMENDMENT shall be deemed to have permanent duration, and shall become effective upon complete execution of counterparts of THIS AMENDMENT by the PARTIES.

**IN WITNESS WHEREOF,**

THIS AMENDMENT is executed by the Lower Platte South Natural Resources District on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**Lower Platte South Natural Resources District**

By: \_\_\_\_\_

Title: General Manager

THIS AMENDMENT is executed by the Papio-Missouri River Natural Resources District on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**Papio-Missouri River Natural Resources District**

By: \_\_\_\_\_

Title: General Manager

THIS AMENDMENT is executed by the Nebraska Games & Parks Commission on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**Nebraska Game & Parks Commission, State of  
Nebraska**

By: \_\_\_\_\_

Title: \_\_\_\_\_