

## MEMORANDUM

TO: Programs, Projects, and Operations Subcommittee

FROM: Ian Ghanavati, Water Resources Engineer

SUBJECT: Interlocal Agreement with SID 347 for WP-2 Trail Connection

DATE: March 11, 2025

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The West Papillion Regional Detention Basin 2 (WP-2) flood control reservoir, located near 180<sup>th</sup> and Giles, began construction in November 2023 and is anticipated to be complete in May 2025. In addition to its flood control features, WP-2 also includes an approximately 1.2-mile recreational trail around the reservoir; see the attached exhibit for a segment of the trail layout.

Sanitary Improvement District No. 347 (SID 347 or “Mirabel”) plans to construct a trail connection from their subdivision to WP-2. This connection will run through an SID 347 Outlot onto NRD property downstream of the WP-2 auxiliary spillway and connect to the main WP-2 trail via the spillway training dike. The trail was designed by the SID 347 engineer and has been reviewed by the Nebraska Department of Dam Safety, the Papio NRD, the City of Gretna, and Houston Engineering. The total trail connection is 13,601 square feet, of which a portion is being funded privately by the Mirabel developer to offset City of Gretna park fees. SID 347 is interested in cost sharing the construction of the remaining trail connection, and its associated seeding/grading costs, with the Papio NRD.

The Papio NRD offers a 50% cost share for trail projects through its Trails Assistance Program which typically recommends projects in the Spring for cost share, subject to available funding in the next fiscal year. However, for this project, SID 347 and Papio NRD staff are interested in pursuing cost share through a separate interlocal agreement (attached). This agreement specifies that the trail connection would be included in the Papio NRD’s WP-2 project through a change order, and that the Papio NRD would be reimbursed by SID 347 for the entirety of the private portion of the trail and 50% of the remaining trail connection. The primary reasons for this agreement are:

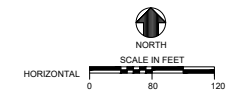
1. SID 347 desires to utilize Valley Construction, WP-2’s contractor, for construction of the trail connection given they are already on site.
2. Valley Construction has agreed to utilize the contract prices for WP-2 (bid in Fall 2023) for the trail connection, resulting in cost savings for the Papio NRD and SID 347.
3. District staff and SID 347 desire to build the trail connection concurrently with the WP-2 Project, resulting in less disturbance of the project site, additional oversight by the District consultant of sensitive project areas, and the earlier construction of the WP-2 Trail Connection.

The District would operate and maintain the portion of the trail within its property and SID 347 would do the same. If approved, the trail connection would be constructed in March on-schedule with the remainder of the WP-2 main trail. The total cost of the trail is

Attachments: Trail Overview, Proposed Interlocal

\$156,838 of which \$121,037.50 would be the reimbursed by the SID and the remaining \$35,800.50 would be the responsibility of the Papio NRD.

**Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute the proposed WP-2 Trail Connection Interlocal Agreement with Sanitary Improvement District No. 347, subject to such other terms and conditions as the General Manager determines necessary and Legal Counsel approves as to form.**



### PLANT SCHEDULE

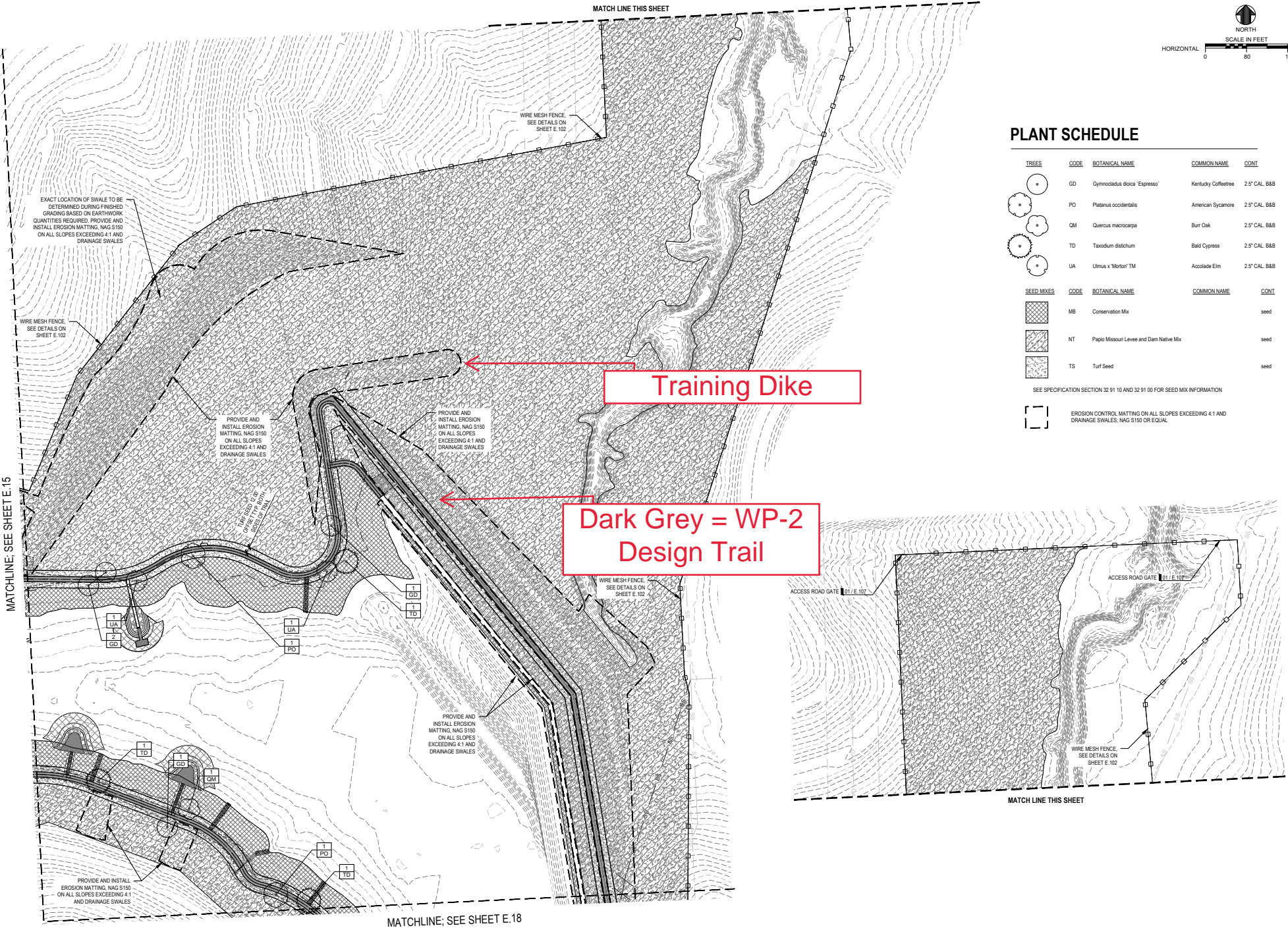
TREES	CODE	BOTANICAL NAME	COMMON NAME	CONT
	GD	Gymnocladus dioica 'Espresso'	Kentucky Coffeetree	2.5' CAL. B&B
	PO	Platanus occidentalis	American Sycamore	2.5' CAL. B&B
	QM	Quercus macrocarpa	Burr Oak	2.5' CAL. B&B
	TD	Taxodium distichum	Bald Cypress	2.5' CAL. B&B
	UA	Ulmus x 'Morton' TM	Accolade Elm	2.5' CAL. B&B

SEED MIXES	CODE	BOTANICAL NAME	COMMON NAME	CONT
	MB	Conservation Mix		seed
	NT	Papio Missouri Levee and Dam Native Mix		seed
	TS	Turf Seed		seed

SEE SPECIFICATION SECTION 32 91 10 AND 32 91 00 FOR SEED MIX INFORMATION

EROSION CONTROL MATTING ON ALL SLOPES EXCEEDING 4:1 AND DRAINAGE SWALES. NAG S150 OR EQUAL.



MATCHLINE: SEE SHEET E.15

MATCH LINE THIS SHEET

MATCH LINE THIS SHEET

MATCHLINE: SEE SHEET E.18

**DAM SITE WP-2**  
**PAPIO-MISSOURI RIVER NATURAL RESOURCE DISTRICT**  
 SARYP COUNTY, NEBRASKA  
 2023

ENGINEER'S SEAL



REVISIONS	
NO.	DATE

DESIGNED BY: MHAS  
 DRAWN BY: MHAS  
 QA / QC BY: REF  
 PROJECT NO.: 001-12-01  
 DATE: 08.21.2023

TITLE  
**LANDSCAPE  
 AND FENCE  
 PLAN ENLG**

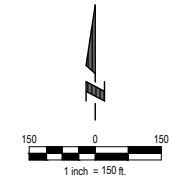
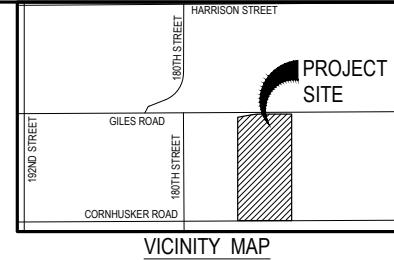
# MIRABEL

## LOTS 1 THRU 82 & OUTLOTS "A" THRU "F" INCLUSIVE TRAIL IMPROVEMENTS - SECTION I

Located in the NE1/4 OF THE NW1/4 ALONG WITH PART OF THE SE1/4 OF THE NW1/4,  
 of Section 21, Township 14N, Range 11E, of the 6th P.M.

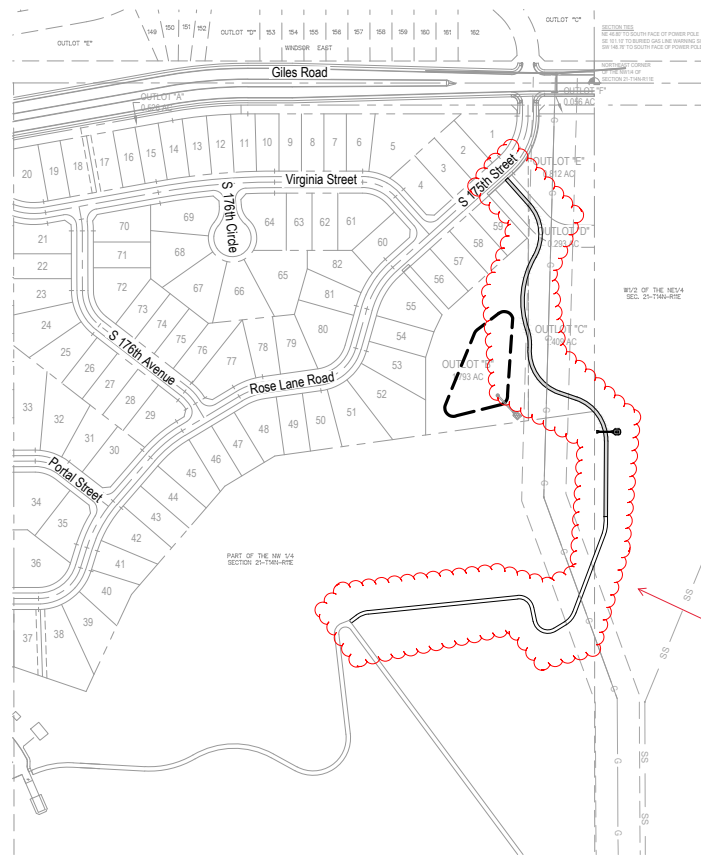
SID NO. 347

SARPY COUNTY, NEBRASKA



### APPROXIMATE BID QUANTITIES

ITEM	DESCRIPTION	QUANTITY	UNIT
1	CLEARING AND GRUBBING - GENERAL	1	LS
2	COMMON EXCAVATION (ESTABLISHED QUANTITY)	2,944	CY
3	CONSTRUCT 24" CMP	26	LF
4	CONSTRUCT 24" FLARED END SECTION	2	EA
5	ROCK RIPRAP TYPE "B"	22	TN
6	CONSTRUCT 6" PCC RECREATIONAL TRAIL	13,601	SF
7	INSTALL SEEDING - UPLAND SEED MIX	1.44	AC
8	INSTALL EROSION CONTROL MATTING	6,970	SY



### INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	COVER
2	NOTES
3	DETAILS
4	STORM SEWER
5	TRAIL GEOMETRICS PLAN
6	TRAIL PLAN AND PROFILE - STA. 0+00 TO 9+00
7	TRAIL PLAN AND PROFILE - STA. 9+00 TO 17+11
8	CROSS SECTIONS
9	CROSS SECTIONS
10	CROSS SECTIONS
11	CROSS SECTIONS
12	CROSS SECTIONS
13	CROSS SECTIONS

**Proposed WP-2  
 Trail Connection**

### BENCHMARK:

<b>BENCHMARK #1:</b>	CHISELED "X" SOUTH RIM OF A CURB INLET MANHOLE. FIRST CURB INLET EAST OF 17TH STREET ON THE SOUTH SIDE OF GILES ROAD, BOOK 4748, PAGE 3.
<b>ELEV:</b>	1,148.71'
<b>BENCHMARK #2:</b>	CHISELED "X", EAST RIM OF A CURB INLET MANHOLE. FIRST CURB INLET SOUTH OF GILES ROAD ON THE EAST SIDE OF 17TH STREET, BOOK 4876, PAGE 2.
<b>ELEV:</b>	1,169.11'

**E & A CONSULTING GROUP, INC.**  
 Engineering • Planning • Environmental & Field Services  
 10069 NW Valley Road, Suite 100 • Omaha, NE 68154  
 Phone: 402.865.1700 • Fax: 402.865.3999  
 State of NE, Certificate of Authorization #C00008



MIRABEL  
 LOTS 1 THRU 82 & OUTLOTS "A"  
 THRU "F" INCLUSIVE  
 TRAIL IMPROVEMENTS -  
 SECTION I  
 SARPY COUNTY, NEBRASKA

COVER

**PRELIMINARY  
 NOT FOR  
 CONSTRUCTION**

Revisions	Date	Description

Proj No: P2021.10.01.01  
 Date: 08/18/2021  
 Drawn By: CYSB  
 Scale: AS SHOWN  
 Sheet: 1 of 13

**INTERLOCAL COOPERATION AGREEMENT**

**Between**

**SANITARY IMPROVEMENT DISTRICT No. 347 of SARPY COUNTY,  
NEBRASKA**

**And**

**PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**

**For**

**WP-2 TRAIL CONNECTION**

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THIS AGREEMENT (hereinafter “**THIS AGREEMENT**”) is made by and between the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (“the **NRD**”) and the **Sanitary and Improvement District No. 347 of Sarpy County, Nebraska** (“the **SID**”), pursuant to the authority provided in the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. §§13-801, *et seq.*).

**WHEREAS**, the NRD has undertaken the construction and development of a flood control structure, known as the WP-2 Regional Detention Basin Project in Sarpy County, Nebraska (“the **WP-2 PROJECT**”);

**WHEREAS**, the SID is working with a developer, Mirabel, LLC (the “**DEVELOPER**”) to design and develop a 9,620 square foot recreational trail (the “**SID TRAIL**”) that is to run through the Mirabel residential subdivision;

**WHEREAS**, the SID desires to design and develop a 3,981 square foot trail connection, which would connect the SID TRAIL to the WP-2 PROJECT (the “**TRAIL CONNECTION**”), bringing the total trail area to 13,601 square feet;

**WHEREAS**, the SID desires to design, develop, and construct the SID TRAIL and TRAIL CONNECTION concurrently with the NRD’s development and construction of the WP-2 PROJECT;

**WHEREAS**, the SID desires to utilize Valley Construction, Inc., the contractor that is currently undertaking the construction of the WP-2 PROJECT for the NRD

pursuant to a contract awarded through a public bidding process by the NRD (“the **CONTRACTOR**”), to develop and construct the SID TRAIL and TRAIL CONNECTION;

**WHEREAS**, the NRD will direct the **CONTRACTOR** to undertake construction of the SID TRAIL and TRAIL CONNECTION by executing a change order to the construction contract between NRD and the **CONTRACTOR** for the construction of the WP-2 PROJECT (the “**CHANGE ORDER**”);

**WHEREAS**, the **DEVELOPER** will be responsible for a portion of the cost of the 9,620 square foot portion of trail not to exceed \$67,340, or the SID TRAIL, running through the Mirabel subdivision, and SID will be responsible for any cost of the SID TRAIL exceeding the foregoing amount; and

**WHEREAS**, the SID and the NRD desire to evenly split the cost of the construction of the TRAIL CONNECTION, and the incidental costs associated therewith, including seeding, grading, and the installment of a culvert along the TRAIL CONNECTION.

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

**1. PROJECT BENEFITS.** The parties do hereby find and determine that the TRAIL CONNECTION will be of mutual benefit to the NRD and the SID.

**2. PROJECT PARTICIPANTS.** The SID TRAIL and TRAIL CONNECTION shall be undertaken without any separate entity being created, and the duties and responsibilities of the parties with respect to the SID TRAIL and TRAIL CONNECTION shall be as defined by THIS AGREEMENT.

**3. APPLICATION AND SUBMISSION OF PLANS.** Prior to commencing performance of the relevant phase of the SID TRAIL and TRAIL CONNECTION, the SID shall retain an engineering firm to design the SID TRAIL and TRAIL CONNECTION. The cost of retaining the engineering firm for the SID TRAIL and TRAIL CONNECTION shall be deemed a cost for which the SID is solely responsible. The SID shall submit all designs to the NRD for the NRD’s approval. Once the NRD approves the SID’s designs for the TRAIL CONNECTION, the NRD shall submit to the SID the

CHANGE ORDER, the approved design, any associated specifications for the SID TRAIL and TRAIL CONNECTION, and implementation schedules (collectively the “DOCUMENTS”). If during any phase of the TRAIL CONNECTION construction, there are material changes to the DOCUMENTS, the NRD shall timely inform the SID and/or the SID shall timely inform the NRD, in writing, of the material change and submit an updated version of the relevant document or documents that were impacted by the material change.

**4. PERMITS.** All necessary local, state and federal permits, which the NRD determines are necessary for construction of the TRAIL CONNECTION or for the permanent operation, maintenance, repair, replacement, management and regulation of the TRAIL CONNECTION, shall be obtained by the NRD, which shall hold the same. The cost of such permits shall be deemed a cost of the TRAIL CONNECTION.

**5. UTILITY RELOCATIONS.** The SID shall be solely responsible for relocation of any utilities that are determined to interfere with construction of the SID TRAIL and TRAIL CONNECTION, or with the operation, maintenance, repair, replacement, management or regulation of the SID TRAIL and TRAIL CONNECTION.

**6. CONSTRUCTION CONTRACT; INSURANCE REQUIREMENTS.** The NRD shall ensure that provisions of the CHANGE ORDER shall include, but not be limited to, covenants and conditions providing that the SID shall be named as an additional insured in all insurance provided to the NRD by the CONTRACTOR.

**7. SID CONTRIBUTION.** As its contribution(s) towards the aforesaid costs of the original engineering and construction and of the TRAIL CONNECTION (“the **SID CONTRIBUTION**”), the SID shall reimburse the NRD for up to a total of \$121,037.50 (one hundred and twenty-one thousand and thirty-seven dollars and 50/100 cents) for the shared costs of the TRAIL CONNECTION and the full costs of the SID TRAIL, after the SID receives a contribution from the DEVELOPER for the SID TRAIL. The SID CONTRIBUTION shall be paid in two parts: an initial deposit of \$60,518.75 (sixty thousand and five hundred and eighteen dollars and 75/100 cents) to be paid five (5) days prior to the commencement of construction on the TRAIL CONNECTION (“the **INITIAL INSTALLMENT**”) and a final installment of \$(sixty thousand and five hundred and

eighteen dollars and 75/100 cents) to be paid within sixty (60) days after the completion of the TRAIL CONNECTION (“the **FINAL INSTALLMENT**”).

The NRD shall provide an invoice(s) to the SID detailing all of the billings and costs for which it seeks reimbursement prior to the SID paying the FINAL INSTALLMENT.

Any State, Federal, foundation or other grants received by either of the parties at any time for purposes of offsetting costs and expenses of the TRAIL CONNECTION shall be credited to both parties in equal shares against their respective obligations hereunder for costs and expenses of the SID TRAIL and TRAIL CONNECTION.

**8. ABANDONMENT OF THE PROJECT.** In the event the SID abandons the TRAIL CONNECTION prior to its completion, the NRD shall not be responsible for any costs, payments, or billings related to the TRAIL CONNECTION. If at the time of abandonment, the NRD has paid the CONTRACTOR an installment of the NRD CONTRIBUTION or any other monies related to the TRAIL CONNECTION, the SID shall reimburse any and all installment(s) or monies related to the TRAIL CONNECTION paid by the NRD to the NRD.

**9. GRANT OF PROPERTY ACCESS RIGHTS.** The SID shall grant to the NRD, and to its contractors, agents, and employees, including the CONTRACTOR, the right to enter upon and use for working space, the portion of the SID’s property that is necessary for the NRD and the CONTRACTOR to access in order to facilitate the construction of the SID TRAIL and the TRAIL CONNECTION (the “**PROJECT AREA**”) as partially depicted in Exhibit A to this Agreement.

**10. OPERATION AND MAINTENANCE OF THE SID TRAIL AND TRAIL CONNECTION.** After completion of SID TRAIL and TRAIL CONNECTION, the SID or its successor in interest, at its own and sole cost and expense, shall permanently own, operate, maintain, repair, replace, manage and regulate the trail on the SID Property, as depicted in Exhibit A, during its useful life, as the SID determines necessary, and in accordance with applicable and generally-accepted engineering practices, state and federal statutes and regulations.

After completion of SID TRAIL and TRAIL CONNECTION, the NRD or its successor in interest, at its own and sole cost and expense, shall permanently own,



operate, maintain, repair, replace, manage and regulate the trail on NRD Property, as depicted in Exhibit A, during its useful life, as the NRD or WP-2 PROJECT's subsequent owner determines necessary, and in accordance with applicable and generally-accepted engineering practices, state and federal statutes and regulations.

**11. RISK OF LOSS.** The SID shall have the insurable interest in and shall bear the sole risk of loss of or damage to, the SID TRAIL and TRAIL CONNECTION and related components, whether such loss or damage results from flood or other casualty whatsoever.

**12. INDEMNIFICATION.** The SID shall indemnify and hold the NRD harmless from and against all liability and damages resulting from the design and construction of the SID TRAIL and TRAIL CONNECTION or resulting from the operation and maintenance of any trail on SID's Property as depicted in Exhibit "A," including all demands, causes of action, and claims arising therefrom, including court costs and attorneys' fees, except as may be caused by the negligence or willful misconduct of the NRD. The NRD shall indemnify and hold the SID harmless from and against all liability and damages related to operation and maintenance of any trail on NRD's property as depicted in Exhibit "A," including all demands, causes of action, and claims arising therefrom, including court costs and attorneys' fees, except as may be caused by the negligence or willful misconduct of the SID. Nothing contained within this paragraph shall serve as a waiver of immunity granted to the NRD and SID under Nebraska law.

**13. NON-DISCRIMINATION.** The parties hereto shall not, in the performance of THIS AGREEMENT, discriminate or permit discrimination by any of its contractors in violation of federal or state laws or local ordinances because of race, disability, color, sex, age, political or religious opinions, affiliations or national origin.

**14. ENTIRE AGREEMENT.** THIS AGREEMENT contains the entire agreement between the parties, and each party hereto agrees that neither the other party, nor any of the officers, agents, employees or contractors of the other party, have made any representations or promises with respect to the SID TRAIL and TRAIL CONNECTION not expressly contained herein.

**15. NOTICES.** All notices herein required shall be in writing and shall be served on the parties at their principal offices, or at such other address as either party may hereafter designate to the other party in writing for service of notice to itself. The mailing of a notice by certified or registered mail, return receipt requested, or delivery thereof by messenger, shall be sufficient service hereunder.

**16. BINDING EFFECT.** The provisions of THIS AGREEMENT shall inure to the benefit of, and shall be binding upon, the successors in interest and assigns of the respective parties hereto.

**17. APPLICABLE LAW.** Each party to THIS AGREEMENT shall follow all applicable federal and state statutes and regulations in carrying out the faithful performance of THIS AGREEMENT. Nebraska law will govern the terms and the performance under THIS AGREEMENT.

**18. SEVERABILITY.** In the event any portion of THIS AGREEMENT is held invalid or unenforceable for any reason, it is agreed that any such invalidity or unenforceability shall not affect the remainder of THIS AGREEMENT, the remaining provisions shall remain in full force and effect, and any court of competent jurisdiction may so modify any objectionable provision of THIS AGREEMENT so as to render it valid, reasonable and enforceable.

**19. CAPTIONS.** Captions used in THIS AGREEMENT are for convenience and not for use in the construction of THIS AGREEMENT.

**20. COUNTERPARTS.** THIS AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**[The remainder of this page is intentionally left blank.]**

**IN WITNESS WHEREOF**, the parties have executed THIS AGREEMENT, on the respective dates hereinafter indicated, pursuant to authorizing resolutions duly adopted at regularly-called meetings of their governing bodies.

The SID has executed THIS AGREEMENT on \_\_\_\_\_, 2025.

**The SANITARY IMPROVEMENT DISTRICT  
NO. 347 of Sarpy County, Nebraska**

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

**Name:** \_\_\_\_\_

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

The NRD has executed THIS AGREEMENT on \_\_\_\_\_, 2025.

**PAPIO-MISSOURI RIVER NATURAL  
RESOURCES DISTRICT**

**By:** \_\_\_\_\_  
JOHN WINKLER, General Manager

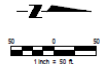
**EXHIBIT A**  
**The Project Area**

WP-2 RESERVOIR

NRD PROPERTY

SID 347 PROPERTY

NRD PROPERTY



LEGEND  
 # POC TEL

