

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MAY 21, 2013 AGENDA**

Subject:	Type:	Submitted By:
THOMPSON CREEK WATERSHED RESTORATION-YEAR ONE-SPECIAL OPERATION & MAINTENANCE AGREEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the Mayor to execute a Special Operation & Maintenance Agreement with the Papio-Missouri River Natural Resources District for the financial assistance provided for channel stabilization activities in the Thompson Creek Watershed Restoration Project.

FISCAL IMPACT

The Papio-Missouri River NRD is agreeing to provide up to \$60,000 of funding from their Urban Drainageway Program to be used for design and construction activities subject to the finalization of their FY14 budget. The grant requires a local share of \$40,000 which is funded through the Capital Fund and General Fund.

RECOMMENDATION

Approval

BACKGROUND

The City submitted grant applications to the Nebraska Department of Environmental Quality (NDEQ) and the Nebraska Environmental Trust (NET) in the fall of 2012 for funding of the Thompson Creek Watershed Restoration Project. Those applications were required in order to seek funding from the PMRNRD at the 60% level in their Urban Drainageway Program. A grant application was made to the PMRNRD in early March 2013 and the NRD Board of Directors determined that the request for assistance met the requirements of the Urban Drainageway Program. The NRD's draft FY14 budget includes \$60,000.00 for this project and they have requested that the Special Operation and Maintenance Agreement be executed and one copy returned to them. The activities which are covered by this funding are to be completed by June 1, 2014. The agreement also requires that recognition be given to the NRD for their assistance on project signs and public announcements.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE MAYOR TO EXECUTE A SPECIAL OPERATION AND MAINTENANCE AGREEMENT WITH THE PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT FOR FINANCIAL ASSISTANCE PROVIDED FOR CHANNEL STABILIZATION ACTIVITIES IN THE THOMPSON CREEK WATERSHED RESTORATION PROJECT.

WHEREAS, the City Council of the City of La Vista has determined that said Thompson Creek improvements are necessary; and

WHEREAS, the FY 2012/13 Capital Fund Budget contains funding for this project; and

WHEREAS, the Papio-Missouri NRD has agreed to provide up to \$60,000 for funding from their Urban Drainageway Program; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, authorize the Mayor to enter into a special operation and maintenance agreement with the Papio-Missouri River Natural Resources District for financial assistance provided for channel stabilization activities in the Thompson Creek Watershed Restoration Project subject to review by the City Administrator and City Attorney.

PASSED AND APPROVED THIS 21ST DAY OF MAY, 2013

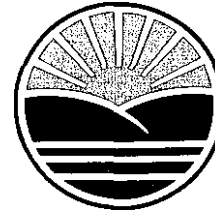
CITY OF LA VISTA

Mike Crawford, Acting Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

PAPIO-MISSOURI RIVER
NATURAL
RESOURCES
DISTRICT



8901 S. 154TH ST.
OMAHA, NE 68138-3621
(402) 444-6222
FAX (402) 895-6543
www.papionrd.org

April 22, 2013

Mr. John Kottman
City of LaVista
9900 Portal Road
LaVista, Nebraska 68128

Re: Urban Drainageway Program
Thompson Creek Channel Improvement Project

Dear Mr. Kottman:

On April 11, 2013, the Papio-Missouri River NRD Board of Directors determined that the City's request for assistance on the Thompson Creek Channel Improvement Project met the requirements of the District's Urban Drainageway Program. The action was contingent upon funds ultimately being included in the NRD's FY 2014, and future budgets. The NRD's Draft FY 2014 Budget will include **\$60,000.00** for this project. The remaining two years of the project will face the same budgetary requirements.

Current guidelines require the City to execute the attached Special Operation and Maintenance Agreement as a condition of the funding. Please obtain the appropriate signatures and return one copy to this office. In addition, the agreement will also require the City to provide public recognition of the District's contribution to the project on all project signs and public announcements.

In addition, the project must be completed, and reimbursement requested from the District by **June 1, 2014**. If for any reason, this deadline can't be met, or, the project's scheduled completion is after this date, a written request for an extension must be submitted to the District Office as soon as practical.

If you have any questions, please contact me.

Sincerely,

Gerry Bowen
Natural Resources Planner

Attachment

16113 BG:pb file 521

**PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
URBAN DRAINAGEWAY PROGRAM**

Special Operation and Maintenance Agreement

This agreement is made between the **Papio-Missouri River Natural Resources District** (hereinafter "the District"), acting under authority of Section 2-3235 R.R.S., 2007, and **the City of LaVista** (hereinafter "the Sponsor") which sponsor intends to carry out the following described project: **Thompson Creek Channel Improvement Project** (hereinafter "the Project") located in **Sarpy County, Nebraska**.

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

1. The Sponsor warrants that it now has, or can obtain, the resources, ability, and authority, and will obtain the additional funds, permits, services, materials, and land rights necessary to complete the Project, without additional cost to the District.
2. The Sponsor shall operate, maintain, and repair the Project after completion in accordance with accepted engineering standards and practices, without additional cost to the District. If the Project is either removed or improperly maintained within a period of **ten (10) years** following completion, the Sponsor may be requested to refund all, or a portion, of the District's cost share funds.
3. The Sponsor shall indemnify and hold the District harmless from and against all liability and damages resulting from the design, construction, operation, or maintenance of the Project, and against all demands, causes of action, and claims arising therefrom, except as may be caused by negligence of the District, its agents, representatives, or employees.
4. The Sponsor shall publicly acknowledge the District's contribution to the Project on a permanent sign, plaque or other fixture (containing the District's logo), to be maintained by the Sponsor for the life of the project specified above. Such acknowledgement shall also be contained on all temporary construction signs and in all media publicity about the Project.

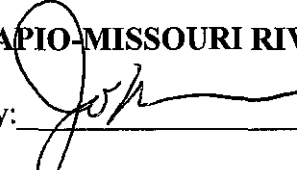
SPONSOR: **CITY OF LAVISTA**

By: _____

Attest: _____

Date: _____

PAPIO-MISSOURI RIVER NRD

By:  _____

Attest:  _____

Date: 4-23-13

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SPONSOR: CITY OF LAVISTA

By: _____

Attest: _____

Date: _____

PAPIO-MISSOURI RIVER NRD

By: _____

Attest: _____

Date: 4-23-13