The Honorable James Timmerman  
Mayor of Gretna  
P.O. Box 69  
Gretna, NE 68028  

RE: MS4 Public Notice for the City of Gretna  
NDEQ ID: 999248  
PROGRAM ID: NER220008  

Enclosed are the:  

- Notice of Intent (NOI), Storm Water Management Plan (SWMP), and Public Notice  

The Department will submit the public notice to a local newspaper for publication in the near future at no cost to the facility. The public notice may also be found on the NDEQ website: http://deg.ne.gov. The public notice specifies the length of the public comment period and contains instructions on submitting comments and/or requesting a hearing. Following the completion of the public notice period the Department will review any comments and hearing requests. All formal comments must be submitted in writing as set forth in the public notice.  

If you have any questions or need additional information, please contact Ryan Joe at (402) 471-8330 or ryan.joe@nebraska.gov.  

Thank you,  

Kim Bubb  
Staff Assistant  
NPDES Permits and Compliance Section  

cc/with enclosure:  
Dan Gittinger, Development Services Director
SMALL MS4 NOTICE OF INTENT

Pursuant to the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System General Permit and Remand Rule and 40 CFR Part 124.10, the Nebraska Department of Environmental Quality (NDEQ) proposes to publicly notice the notice of intent (NOI) and storm water management plan (SWMP) for the City of Gretna, 204 N. McKenna Ave., Gretna, NE 68028 (NPDES# NER220008). The City of Gretna’s small municipal separate storm sewer system (sMS4) discharges storm water to waterbodies in the Missouri Tributaries, Elkhorn River, and Lower Platte River Basins. The SWMP would be authorized for a period of up to five years and would restrict pollutant discharges to comply with the requirements of Department regulations. The NOI, SWMP, and other public information are available for review online or at NDEQ’s Lincoln Office (address below) between 8:00 a.m. and 5:00 p.m. weekdays, excluding holidays. SWMP information or maps may be available on the permittee’s stormwater website. To request copies of the draft permit and other information, call 402-471-3557. Individuals requiring special accommodations or alternate formats of materials should notify the Department by calling 402-471-2186. TDD users should call 800-833-7352 and ask the relay operator to call the Department at 402-471-2186. Written comments, objection and/or hearing requests concerning permit issuance may be submitted to Kim Bubb, NPDES/NPP Permits Unit, Nebraska Department of Environmental Quality, 1200 N St., Suite 400, the Atrium, PO Box 98922, Lincoln, NE 68509-8922 before the comment period ending date of June 8, 2018. A determination to hold a hearing will be based upon factual environmental or regulatory consideration.
NPDES Small Municipal Separate Storm Sewer System Notice of Intent
For Small MS4s New Permittees (sMS4 – NOI)
(Revised: December 19, 2016)

This form is designed for use by cities, counties and other governmental bodies seeking coverage under the General NPDES Small Municipal Separate Storm Sewer System (sMS4) Permit pursuant to NDEQ Title 119, Chapter 10 002.11A.

1. Identification of Applicant and Designation of Certifying Official

Name of Applicant: CITY OF GRETNA
Certifying Official: JAMES TIMMERMAN
Title of Certifying Official: MAYOR
Mailing Address: P.O. Box 69
GRETNA, NE 68028
Telephone: (402) 332 3336

1 The Certifying Official will need to sign page 4 of this application, and must meet the following qualifications:

All permit applications submitted to the Department shall be signed:

002.01 In the case of corporation, by a responsible corporate officer (defined in 002.01A or 002.01B);
002.02 In the case of a partnership of a sole proprietorship, by a general partner or proprietor; and
002.03 In the case of a municipal, State or other public facility by either a principal executive officer or ranking elected official.

2. Designation of Authorized Representative

Completion of this section is not required if the Certifying Official is to be the sole contact concerning this application.

Name of Authorized Representative: DAN GUTIERREZ
Title of Authorized Representative: DEVELOPMENT SERVICES DIRECTOR
Employer of Authorized Representative (if not the applicant): CITY OF GRETNA
Mailing Address: P.O. Box 69
GRETNA, NE 68028
Telephone: (402) 332 3336 x 203

2 The "authorized representative" is the primary facility contact for correspondence and monitoring reporting, and must meet the requirements set forth in NDEQ Title 119 Chapter 13 003. All other correspondence, reports and SEMR’s shall be signed by a person designated in 002.01 through 002.03 or a duly authorized representative if such representative is responsible for the overall operation of the facility from which the discharge originates; the authorization is made in writing by the person designated under 002.01 through 002.03 and the written authorization is submitted to the Director.
3. **Standard Industrial Classification (SIC) Codes**

Check or list the SIC codes that apply to the applicant. At least one SIC code must be checked or listed. See examples:

- 9111 - Executive Offices (i.e., Government Administration)
- 9411 - Public Education Program
- 9431 - Public Health Program
- 9511 - Environmental Quality Program (e.g., water resource mgmt. including storm water transport)
- 9532 - Urban Planning and Development
- 9621 - Public Administration of Transportation Programs
- 9711 - National Security

Other (list):

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**Example 1:** A city that anticipates both its public works and planning departments having responsibilities under the NPDES permit for sMS4 discharges would check 9111, 9511 and 9532.

**Example 2:** A county that anticipates both its health and roads and planning departments having responsibilities under the NPDES permit for sMS4 discharges would check 9111, 9431, 9532 and 9621.

**Example 3:** A public university that operates its own sMS4 would check 9411.

4. **Identification of the Small Municipal Separate Storm Sewer System (sMS4) Area**

   a. **Attach a map (or maps) of the Small Municipal Separate Storm Sewer System (sMS4) that shows the location of all outfalls identified to date (Also see “c” below) and the receiving water to which they discharge.** The receiving waters may be identified either on the map or in an associated map index or attachment.

   b. **What is the approximate size of the Small Municipal Separate Storm Sewer System (sMS4) area in square miles?** _2.42 SQ. MI._ **SEE ATTACHED MAP**

   c. **Provide an explanation (below or in the map or associated index/attachment) as to the extent to which the map identifies all storm water outfalls.** See examples below.

   THE ATTACHED MAP IDENTIFIES THAT STORM SEWER DISCHARGE POINTS THAT EXIST FOR EACH RESPECTIVE DRAINAGE BASIN, DUE TO THE CONFIGURATION OF THE CORPORATE LIMITS, SEVERAL OUTFALLS EXIST ALONG THE RESPECTIVE TRIBUTARIES.

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**Example 1:** It is believed that the attached map identifies all storm sewer discharge points that exist in the Small Municipal Separate Storm Sewer System (sMS4).

**Example 2:** The attached map identifies all storm sewer discharge points constructed since 1950, and all known discharge points that were constructed prior to 1950. There may be unidentified outfalls in the older areas of the city and if such discharges exist they will be identified as part of the Illicit Discharge Detection and Elimination efforts to be carried-out under the permit.
5. **Shared Responsibilities**

a. **Check the appropriate statement below. Only one may be checked.**

Completion of this section does not preclude the applicant from changing plans relative to coordinated programs or co-permittee implementation efforts. If such a change occurs, the applicant (or a representative of the coordinated group) needs to provide the NDEQ with a written notification of the change.

(1) ___ At this time, the applicant anticipates implementing all provisions and requirements of the NPDES permit without entering any cooperative agreements with other public or private entities.

(2) __x__ At this time, the applicant will implement the provisions and requirements of the NPDES permit in conjunction with the other public entities identified below as coordinated programs as detailed in Part II of the permit.

(3) ___ At this time, the applicant anticipates implementing the provisions and requirements of the NPDES permit in conjunction with the other public entities identified below as co-permittees as detailed in Part II of the permit.

(4) ___ Other - Provide explanation below (See Additional Information).

b. **Coordinated Programs or Co-permittees:** If (2), (3) or (4) were checked, identify the cooperative partners or potential partners.

The City is a member of the Papillion Creek Watershed Partnership. As a member of the Partnership, some required elements of the plan will be completed jointly with other permittees. These items are outlined in an Interlocal Agreement. A copy of the agreement is included with the supporting documentation.

c. **Additional Information:** Provide any other information that may be pertinent. If (5) was checked, provide an explanation in the following spaces.
6. Storm Water Management Plan (SWMP) and Monitoring Plan Implementation

Include the following information as an attachment to this application.

a. Identify the best management practices (BMPs) or SWMP elements that are proposed for implementing each of the Minimum Control Measures set forth in NDEQ Title 119, Chapter 10 002.12B through 002.12E.¹

b. Establish measurable goals for each of the BMPs or SWMP elements (Examples of measurable goals: Pass local regulations establishing construction site erosion control requirements; Cause the words "No Dumping" to appear on 20% of curb inlets each year; Hold public information meetings on storm water protection once each year; Conduct a stream/lake-side clean-up day each year).

c. Provide a proposed implementation schedule for the BMPs or SWMP elements. Implementation needs to be completed within the 5-year permit term.

d. Provide a justification of all proposed BMP’s.³

¹ BMP justification and measurable goal proposals are in lieu of wet-weather monitoring, unless monitoring is requested by the permittee or required by the NDEQ.

7. Supporting Documents

In an attachment to this NOI include a list of supporting documents used to implement and detail the sMS4 SWMP. Permittees may utilize and reference these documents in the SWMP. These documents must be submitted with the NOI and SWMP for review by the NDEQ. Supporting documents may be submitted electronically. Examples of supporting documents include standard operating procedures manuals, storm water pollution prevention plans, maintenance plans, etc.

8. MS4 Annual Expenditures

Please list the anticipated first twelve (12) months of the of MS4 annual expenditures in the sMS4 NOI, if feasible. The data from annual expenditures will be used by the NDEQ to aid in determining the maximum extent practicable of the sMS4 BMPs. If the permittee has determined that a breakdown of annual expenditures is required to detail program implementation and maintenance, an annual expenditure report may be attached to the NOI.

Since this is the initial NOI for the city, the expenditures are estimated for the coming calendar year. They are as follows:

1. Visual Inspection (every 6 months) $1500
2. Maintenance of Culvert Pipes
   A) Sediment Removal $2000
   B) Testing
3. Sediment Control
   A) Silt Fence $2500
   B) Waffles

4. Outlet Velocity Control Measures $5000
   A) Stone Rip Rake
   B) Stabilization of Channel
5. Headwall and Flared End Replacement
6. Revegetation $1500
7. Slope Stabilization (Sides) $1000

Total $13,500

Attachment #2
9. Certification

I certify under penalty of law, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment for knowing violations.

[Signature]
Certifying Official's Signature

Dec 27, 2017
Date Signed

JAMES TIMAELMAN
Certifying Official's Printed Name

MAYOR
Certifying Official's Title

4 The Certifying Official identified in Section 1 of this application must sign above.

10. Completeness Review:

☑ Have the NOI sections 1 thru 6 been completed?

☐ Was the proper signature provided in NOI Section 9?

☑ Is a map of the Small Municipal Separate Storm Sewer System (sMS4) as required in NOI Section 4 attached?

☐ Is the SWMP and Monitoring Plan information as required in Section 6 attached?
Small Municipal Separate Storm Sewer Systems in Douglas and Sarpy Counties – Stormwater Management Plan

Measurable goals listed in the Stormwater Management Plan are target goals on which progress will be reported on in the annual report.

A. Public Education and Outreach

<table>
<thead>
<tr>
<th>BMP#</th>
<th>SWMP Element Description</th>
<th>Target Goals &amp; Implementation Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>1, 3, &amp; 4.</td>
<td>Develop a plan for outreach that defines the goals, objectives, target audience and distribution process of materials for the public education and outreach program</td>
<td>Year 1 - Develop a 5 year education and outreach plan. Submit the plan to NDEQ with the Annual Report. Years 2-5 – Review and update the plan each permit year and include the revised plan in the Annual Report.</td>
</tr>
<tr>
<td>2.</td>
<td>Maintain and update appropriate messages for targeted residential, construction, and commercial issues.</td>
<td>Year 1 – Inventory current outreach materials in each of these targeted areas and develop new materials as needed. Years 2-5 – Provide copies of new outreach materials in the annual report.</td>
</tr>
</tbody>
</table>

B. Public Participation and Involvement

<table>
<thead>
<tr>
<th>BMP#</th>
<th>SWMP Element Description</th>
<th>Target Goals &amp; Implementation Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Provide opportunities for citizens to comment on new rules, ordinances, and regulations regarding the MS4.</td>
<td>On-Going All Years - Post on the City of Gretna Website proposed changes to rules, ordinances, and regulations. Provide information in the annual report on approved changes and input received from the public.</td>
</tr>
<tr>
<td>2.</td>
<td>Create opportunities for citizens to participate in the implementation of stormwater controls.</td>
<td>On-Going All Years - Post on the Papillion Creek Watershed Partnership Website opportunities for public involvement in stormwater control related activities.</td>
</tr>
<tr>
<td>3.</td>
<td>Provide access to information about the City of Gretna SWMP.</td>
<td>On-Going All Years – Maintain current City of Gretna SWMP and MS4 annual reports on the Papillion Creek Watershed Partnership Website.</td>
</tr>
<tr>
<td>BMP#</td>
<td>SWMP Element Description</td>
<td>Target Goals &amp; Implementation Schedule</td>
</tr>
<tr>
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</tbody>
</table>
| 1. a | Maintain a compliance plan or mechanism to follow up on illicit discharges.               | Year 1 – Develop a compliance plan for following up on illicit discharges.  
**On-Going All Years** – Maintain the compliance procedures per the permit requirements. |
| 1. b | Maintain a map showing all known MS4 outfalls and the location of all state-designated waters receiving direct discharges from MS4 outfalls. | **On-Going All Years** – Maintain a continually updated storm sewer system map per the permit requirements.              |
| 1. c | Conduct field screening activities per the permit requirements (set forth in 40 CFR Part 122.26(d)(1)(iv)(D)) specifically geared to local TMDL pollutants of concern such as E. Coli and to eliminate illicit discharges. | Year 1 – Develop dry weather screening, sampling, and quality control plan to address pollutants of concern. Conduct screening under current plan during Year 1.  
**On-Going All Years** – Annually conduct dry weather monitoring according to screening and sampling plan. |
| 1. d | Implement procedures to investigate and trace sources of identified illicit discharges to the MS4. | **On-Going All Years** – Document investigations include date observed, result of investigation(s) and date closed. |
| 1. e | Implement procedures to remove illicit discharges to the MS4. Document all interactions with potentially responsible parties. | **On-Going All Years** – Use the code enforcement procedures to eliminate unauthorized non-stormwater discharges identified during an investigation |
| 1. f | Identify and address allowable non-stormwater discharges determined to be significant contributors to pollutants. Identify any additional non-stormwater discharges that will not be addressed as illicit discharges. | **On-Going All Years** – Report on any local controls or conditions placed upon exempt non-stormwater discharges and additional identified exempted non-stormwater discharges. |
| 2 & 3. | Coordinate with adjacent permitted MS4s to report illicit discharges to the appropriate authority having jurisdiction and respond to reports from other MS4s. | Year 1 – Develop procedures for coordination with adjacent permitted MS4's.  
**On-Going All Years** – Include in the annual report any known illicit discharge reports to and from adjacent MS4s. |
| 4. | Maintain written procedures for the IDDE component of the MS4 permit. | Year 1 – Develop written procedures for the IDDE component of the MS4 permit.  
**On-Going All Years** – Make available upon request the standard operating procedures developed under this program component. |
| 5. | Receive reports and complaints, internally and from the public, of illicit discharges and illegal dumping into the MS4. Respond to and investigate complaints about spills, dumping, or disposal of materials other than stormwater to the MS4. | **On-Going All Years** – Coordinate with others in the (City/County) to resolve complaints.  
Develop a system to generate reports and track the number of calls per year in regard to spills, dumping or improper disposal of material to the MS4. Include a count of complaints received and investigations completed in the annual report. |
<table>
<thead>
<tr>
<th>BMP#</th>
<th>SWMP Element Description</th>
<th>Target Goals &amp; Implementation Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Maintain the established program requiring operators of public or private construction activities to comply with local erosion and sediment control requirements.</td>
<td>On-Going All Years—Include any updates to City of Gretna Code or Permit requirements in the annual report.</td>
</tr>
<tr>
<td>2.</td>
<td>Maintain a compliance plan or mechanism to follow up on construction site non-compliance.</td>
<td>Year 1 — Develop compliance plan to follow up on construction site non-compliance. On-Going All Years — Maintain the compliance procedures per the permit requirements.</td>
</tr>
<tr>
<td>3.</td>
<td>Review grading permit applications and maintain a continually updated inventory of all private and public construction sites.</td>
<td>On-Going All Years — Include in the annual report the number and type of grading permits reviewed.</td>
</tr>
<tr>
<td>4.</td>
<td>Maintain the electronic records for inspection of construction sites and enforcement of erosion and sediment control measures.</td>
<td>Year 1 — Develop a strategy for site inspections by municipal staff, and include in the annual report. On-Going All Years — Inspect construction sites on a regular basis and on a complaint basis. Track the number of sites inspected annually in a database. Initiate enforcement proceedings as appropriate to address violations. Include a summary of inspections completed and enforcement actions taken in the annual report.</td>
</tr>
<tr>
<td>5.</td>
<td>Provide training for municipal staff with respect to their assigned duties as it relates to sediment and erosion control from construction activity. One formal training course for inspection staff during their employment with the City and internal training on an as needed basis to maintain consistent reporting among all inspectors.</td>
<td>On-Going All Years—Include in the annual report the number of staff and their sediment and erosion control training completed.</td>
</tr>
<tr>
<td>6.</td>
<td>Communicate with the regulated community and other groups affected by the Construction Site Runoff program and provide a mechanism to receive complaints from the public.</td>
<td>On-Going All Years — Conduct workshops for developers, builders, site designers, contractors, and/or City of Gretna staff as determined necessary. Track reports from the public regarding construction sites. Include the number of reports received in the annual report and the permittees response.</td>
</tr>
</tbody>
</table>
### E. Post Construction Runoff Control

<table>
<thead>
<tr>
<th>BMP #</th>
<th>SWMP Element Description</th>
<th>Measurable Commitments &amp; Implementation Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Continue to implement the Post Construction Program as stipulated in the City of Gretna code. Periodically update guidance material and develop divergent standards for difficult sites such as linear projects. Update as needed the Omaha Regional Stormwater Design Manual (ORSDM).</td>
<td>Year 1 - Develop divergent standards for guidance document and update guidance as needed. Submit standards with the annual report. On-going All Years - Revise as necessary. Include a summary of revisions in the annual report.</td>
</tr>
<tr>
<td>2.</td>
<td>Review and update, if needed, the standards outlined in the City of Gretna code and ORSDM for consistency with required performance standards as they relate to post-construction stormwater management plans.</td>
<td>On-going All Years - Report on any updates to the City of Gretna code or ORSDM.</td>
</tr>
<tr>
<td>3.</td>
<td>Maintain an online submittal and review process for site plans, easement and maintenance agreements, as built drawings, deed recordings and drainage studies.</td>
<td>On-going All Years - Report number of PCSMP projects and the status of their progress in the annual report.</td>
</tr>
<tr>
<td>4.</td>
<td>Develop SOPs for responding to complaints regarding Post Construction BMPs and a strategy for verifying BMPs are being installed &amp; maintained in perpetuity.</td>
<td>Year 1 - Submit SOPs with the annual report. On-going All Years - Report on any complaints and/or BMPs which have been certified as complete.</td>
</tr>
<tr>
<td>5.</td>
<td>Maintain a database that stores information on approved PCSMPs.</td>
<td>On-going All Years - Provide an inventory of certified stormwater control measures installed as part of the PCSMP requirements. Include a count of BMP types as well as any known changes to BMPs in the annual report.</td>
</tr>
<tr>
<td>6.</td>
<td>Inspect sites that are certified by the engineer of record and all sites identified as deficient on a complaint basis. Develop a protocol to bring sites into compliance.</td>
<td>Year 1 - Develop protocol for compliance assistance, and inspection strategy On-going All Years - Document and maintain inspection records of the certified PCSMP projects as identified in the strategy developed. Document any enforcement actions taken. Summarize activities in annual report.</td>
</tr>
<tr>
<td>BMP#</td>
<td>SWMP Element Description</td>
<td>Target Goals &amp; Implementation Schedule</td>
</tr>
<tr>
<td>------</td>
<td>-----------------------------------------------------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>1.</td>
<td>Maintain an inventory and map of municipal facilities. Review annually and update if needed.</td>
<td><strong>On-Going All Years</strong> – Maintain an inventory and map of all municipal facilities.</td>
</tr>
<tr>
<td>2.</td>
<td>Conduct assessments of municipal maintenance facilities and review their municipal runoff control plans as applicable. Revise plans as needed if facilities expand or reduce activities and implement recommendations based on annual inspections.</td>
<td><strong>Year 1</strong> – Develop a strategy to assess municipal facilities and prioritize them based upon a defined set of criteria, include strategy in the annual report. <strong>Years 2 - 5</strong> - Track the number of assessments for municipal facilities based upon the strategy developed in year 1. Include the number of assessments completed, a description of the assessment procedure and any changes in facilities ranking in the annual report.</td>
</tr>
<tr>
<td>3.</td>
<td>Continue to implement Good Housekeeping Program for municipal facilities that addresses “high-priority” facilities.</td>
<td><strong>On-Going All Years</strong> – Annually report new, removed, or significantly updated municipal facilities</td>
</tr>
<tr>
<td>4.</td>
<td>Implement practices for maintaining the storm sewer system that includes catch basin maintenance, open channels and other drainage structures, street sweeping, and structural stormwater controls. All maintenance procedures are to be performed such that waste water and waste materials do not enter the MS4.</td>
<td><strong>Year 1</strong>: Provide a description of the maintenance programs in the annual report. <strong>On-Going All Years</strong>: Annually report on Sewer Maintenance activities related to maintaining the storm sewer system and changes to any of the maintenance practices.</td>
</tr>
<tr>
<td>5.</td>
<td>Provide training for municipal employees in pollution prevention and good housekeeping.</td>
<td><strong>Year 1</strong> - Develop a strategy for municipal employee training in pollution prevention and good housekeeping, include strategy in annual report. <strong>On-Going All Years</strong> – Conduct training events for municipal staff include number of employees trained, based on strategy developed in year 1, in annual report.</td>
</tr>
<tr>
<td>6.</td>
<td>Provide educational material to contractors hired to perform maintenance activities on the MS4.</td>
<td><strong>Year 1</strong> - Develop materials to provide to contractors and include in the annual report. <strong>Years 2 - 5</strong> - Include in the annual report any new materials or updates to existing materials.</td>
</tr>
</tbody>
</table>
INTERLOCAL COOPERATION ACT AGREEMENT
FOR CONTINUATION OF THE
PAPILLION CREEK WATERSHED PARTNERSHIP

THIS INTERLOCAL COOPERATION ACT AGREEMENT
(hereinafter referred to as “this Agreement”) is intended to create a voluntary
mechanism for the purpose of addressing important subjects of concern to the
interested governments (hereinafter referred to as “the Interested
Governments”) situated in whole or part within the watershed of the Papillion
Creek (hereinafter referred to as “the Watershed”), the Interested Governments
consisting of the following governmental entities, to-wit: the CITY OF
BELLEVUE, Nebraska; the VILLAGE OF BOYS TOWN, Nebraska; the CITY
OF GRETNA, Nebraska; the CITY OF LAVISTA, Nebraska; the CITY OF
OMAHA, Nebraska; the CITY OF PAPILLION, Nebraska; the CITY OF
RALSTON, Nebraska; the COUNTY OF SARPY, Nebraska; and, the PAPIO-
MISSOURI RIVER NATURAL RESOURCES DISTRICT; provided,
however, this Agreement is made and entered as an Interlocal Cooperation Act
Agreement by and among only those of the Interested Governments which have
duly executed this Agreement at the foot hereof, such signatory entities
(hereinafter referred to collectively as “the Parties,” “the Papillion Creek
Watershed Partnership” or “the Partnership”), thus signifying the intent of
the Parties to act, and contribute their resources, as members of the “Papillion
Creek Watershed Partnership,” which is hereinafter defined and described.

WHEREAS, the Partnership originally was formed through an Interlocal
Cooperation Act Agreement dated on August 1, 2001 (hereinafter referred to as
the “Initial Agreement”), and expiring on July 31, 2004. An Interlocal
Cooperation Act Agreement for Continuation of the Papillion Creek Watershed Partnership was approved by the Parties in 2004 and 2009, effective July 1, 2004 and July 1, 2009 respectively, for a period of five years from and after their effective date.

WHEREAS, the Partnership has accomplished the assessment of existing water quality and quantity conditions, the cooperative preparation of NPDES Phase II Permit applications, the submittal of multiple grant applications, the analysis of additional flood control and the support of storm water utility legislation. The Partnership coordinated these issues at monthly meetings of its members’ representatives. The progress of Partnership activities was presented to the public at meetings and on a website (www.papiopartnership.org);

WHEREAS, the Partnership was instrumental in the preparation of the “Partnership NPDES Phase II Storm Water Management Plan” for the Watershed, (hereinafter referred to as the “SWMP”) a true and correct copy of which is attached to this Agreement as Exhibit “A” and incorporated herein by this reference;

WHEREAS, by the members of the Partnership continuing to act in concert and proposing, enacting and implementing common standards, there will be continued increases in effectiveness and in cost-sharing capability within the Partnership, particularly in the capability to implement the SWMP and to address federally-imposed requirements and mandates which are imminent and which must be funded locally;

WHEREAS, other premises that justify the continuation of the Partnership still exist, including, without limitation, that:

- The Papillion Creek does not meet water quality standards specified by the State of Nebraska;
The City of Omaha has a current Federal mandate to reduce combined sewer overflows;

The Watershed has not had a major widespread storm event since the 1960's;

The hydrology of the Watershed for the Flood Insurance Study will continue to need to be updated;

Urbanization of the Watershed and associated impervious area have increased dramatically since the 60's and 70's;

Deposition is occurring in Watershed reservoirs at unacceptable rates;

Currently there is inadequate funding to address storm water quantity and water quality problems within the Watershed;

The benefits of reducing existing and future flood impacts in the Watershed include: decreased public and private property damages, reduced potential loss of life, lower flood insurance costs, decreased cost to taxpayers and public agencies for flood disaster relief;

Improvement of water quality in streams and reservoirs will result in increased fish, aquatic, and riparian habitat; recreational improvements, reduction of reservoir operation and maintenance costs; and improved aesthetics;

Potential increased recreational opportunities from the work of the Partnership could include: green spaces (picnic areas, outdoor activities), boating, canoeing, fishing, trail systems, riparian areas for bird watching, nature hikes, education, wildlife viewing, etc.;

Techniques which could be employed by the Partnership include: implementation of low impact development techniques and other green infrastructure to address stormwater quality and quantity issues;
facilitation of multi-use storm water structures; pursuing establishment of stormwater utility enabling legislation; minimization of future fill and construction in the FEMA-designated floodplain/floodway in the Papillion Creek Watershed; implementing better site design that minimizes impervious surfaces, utilizes techniques to mimic natural hydrology, and approximates pre-development runoff conditions; updating hydrology to 2001 and 2040; formulating a master drainage plan for the Watershed; providing adequate construction and maintenance funding; buy-outs/relocations of structures in flood prone areas; providing increased upstream flood storage; enhancing public education and outreach; implementation of new construction site management practices; development of new development/redevelopment standards; implementation of an illicit discharge program; enhance environmental aspects of public street maintenance; reducing the environmental impacts of herbicide, pesticide, and fertilizer application; developing a water quality and quantity monitoring program; developing an industrial site inspection program; construction of retention/detention ponds designed for both water quantity and quality; restoration, creation and enhancement of wetlands; preservation of riparian areas; environmental restoration of streams; creation of buffer strips; use of grassed swales for drainageways; updating of design and construction standards; application of standardized ordinances/regulations throughout the Watershed; and, implementation of new set back ordinance/regulation and open drainage requirements;

- Standardization of the construction development permit process would reduce liability to landowners from flooding and erosion problems and reduce sediment runoff during construction;
• Continuation of a coordinated effort will improve compliance with federal, state, and local regulations,

WHEREAS, in carrying out its mission, the Partnership will work cooperatively with, but not limited to, the U.S. Army Corps of Engineers, the Metropolitan Area Planning Agency, the USDA Natural Resources Conservation Service, the Nebraska Game and Parks Commission, the Nebraska Department of Environmental Quality, the Nebraska Department of Natural Resources, the University of Nebraska, the University of Nebraska Cooperative Extension, and State and County Health Departments,

WHEREAS, as part of implementing the federally-imposed NPDES requirements where necessary, and to address stormwater management on a watershed-wide basis, a Watershed Management Plan, Implementation Plan and Stormwater Management Policies (hereinafter referred to collectively as the “Plants and Policies”) were developed through a community-based process involving the development community, Partnership members, public agencies, non-profit organizations, other stakeholder groups and the general public. The Plans and Policies developed through the Partnership consist of six (6) Policy Groups, headed as follows:

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

and the texts of the Stormwater Management Policies are attached hereto as Exhibit “B” and incorporated herein by this reference.
WHEREAS, The Plans and Policies are intended to be adopted, in total, by the respective members of the Partnership, using their respective land use review and adoption processes (typically reviewed by a Planning Commission or Board and then review and adoption by the elected Board or Council); provided this agreement is not meant to limit any jurisdiction from adopting comparable or more stringent Stormwater Management Policies, regulations, or ordinances.

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

1. **Authority:** This Agreement is an agreement for collective and cooperative action made pursuant to authority provided in the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. §13-801, R.R.S., 1943, et seq.), without a separate entity being created, and, whenever possible, this Agreement shall be construed in conformity therewith.

2. **Mission:** It shall be the mission of the Partnership to address issues related to surface water quality and storm water quantity in the Watershed by establishing and implementing regionally common goals and standards for the development of the Watershed through 2040.

3. **Applicability:** Members of the partnership having jurisdiction over land area outside the physical boundaries of the Watershed expect and intend that planning activities within the Watershed for projects of the Partnership will, insofar as feasible, apply universally to all such land areas as though they were located physically within the Watershed unless specifically excluded by the respective partnership member.

4. **Goals:** The Partnership shall have as its goals:
a) Assisting the parties that have NPDES stormwater permits in the implementation of those elements of the SWMP and other programs and projects that are reasonably and feasibly undertaken by collective action of the Partnership;

b) Compliance with Federal, State, and local storm water quality and quantity regulations;

c) Improvement of water quality in the Watershed's streams and reservoirs;

d) Increased water-based recreational opportunities that result from water quality improvements in existing streams and reservoirs and associated improvements in quality of life;

e) Standardization of the construction development process and evaluation of its effectiveness;

f) Assessment and characterization of current water quality and quantity conditions for the watershed;

g) Storm Water Management Plan update;

h) Environmental compliance;

i) Sediment and erosion control;

j) Floodplain management; and,

k) Development of and updates to the Plans and Policies.

5. **Executive Committee:** The members of the Partnership shall establish an Executive Committee consisting of one representative from each entity that is a member of the Partnership. Each representative shall have one vote and all actions of the Executive Committee shall require a recorded vote. A quorum (at least 50% of members) must be present for any action requiring a vote. Unless otherwise specified, a simple majority of those members present shall be required for approval of any proposed
action. It is understood that the authority of each Executive Committee member to act on behalf of his/her respective elected board or council shall be defined by that member's respective board or council.

6. **Administering Agent**: The Executive Committee designates the Papio-Missouri River Natural Resources District (hereinafter referred to as the "NRD"), or other member of the Partnership which is willing to serve in such capacity, as Administering Agent to administer this Agreement. The Administering Agent serves at the pleasure of the Executive Committee and performs duties assigned by the Executive Committee, which may include, without limitation:

a) Seeking any state legislation which a majority of the parties to this Agreement determine necessary to support the work of the Partnership;

b) Designating such personnel and assistance which shall be deemed desirable to support the work of the Partnership;

c) Preparing, presenting and distributing educational materials;

d) Organizing meetings of members of the Partnership and interested persons to share knowledge and compare projects and programs of all involved;

e) In July of each year, set meetings for one year and post those meeting dates to the Partnership website and email to the Partnership members and others.

f) Prepare written minutes of the action items and record votes for each meeting.

g) Post Partnership meeting agendas 7 days prior to meeting date on Partnership website. Action items involving an expenditure of funds may not be added to an agenda following its posting.
h) Preparing reports on the work of the Partnership;

i) Entering into contracts on behalf of the Partnership as the Executive Committee directs for the performance of specific actions consistent with both the goals of this Agreement and the respective missions of members of the Partnership;

j) Holding and maintaining the Partnership Fund, calculating the amount of money necessary to be raised by contributions each year in order to carry out the work of the Partnership, and making requests for contributions from the members of the Partnership, all as the Executive Committee directs;

k) Disbursing the Partnership Fund as directed by the Executive Committee and reimbursing members of the Partnership for expenditures made on behalf of the Partnership or for the reasonable value of activities performed on behalf of the Partnership, as reasonable value is determined by the Executive Committee.

Provided, however, and notwithstanding any provisions of this agreement to the contrary, when a member of the Partnership is acting as the Administering Agent under this Agreement and administering the directions, recommendations and requests of the Executive Committee, the governing body of the Administering Agent has the authority to make such determinations and take and implement such actions as such governing body, in its sole discretion, determines lawful, feasible and reasonable.

7. **Implementation.** The Partnership intends and agrees that the elements of the SWMP, the Plans and Policies, and other beneficial programs and projects meeting the mission and goals of this Agreement, will be implemented as follows:
a) Responsibility for implementation of an element of the SWMP therein identified solely for individual action by a Partner will rest with the respective member(s) of the Partnership upon whom the primary duty to implement such element has been imposed by law or regulation. Regulations or ordinances implementing elements of the SWMP and the Plans and Policies will be adopted by each member of the Partnership as appropriate. The provisions of such regulations or ordinances shall indicate the geographic jurisdictional limits to which such regulation or ordinance shall apply. This agreement is not meant to limit any jurisdiction from adopting comparable or more stringent Stormwater Management Policies, regulations, or ordinances.

b) Subject to the availability of funds, implementation of those elements of the SWMP therein identified for action by the Partnership or individual partners and identified in the table attached hereto as Exhibit “C” and incorporated herein by reference shall be voluntarily undertaken by the Partnership collectively; provided, however, no voluntary collective undertaking by the Partnership shall be deemed to relieve a member of the Partnership of a primary duty imposed upon such member by law or regulation.

c) Any elements of the SWMP, alternatively, may be voluntarily undertaken by the Partnership collectively if the Executive Committee determines that such course of action is reasonable and feasible.

d) If the Executive Committee determines that such course of action is reasonable and feasible, the Partnership may voluntarily and collectively undertake beneficial programs and projects meeting the mission and goals of this Agreement.
8. **Funding:** Funding shall be administered as follows:

a) The Partnership Fund, established by the Initial Agreement, shall continue to be held by the Administering Agent in an interest-bearing account in trust for the members contributing thereto, in proportion to their contributions, and shall be expended as the Executive Committee directs to meet the mission and goals of this Agreement, establishing mechanisms for long-term funding and authorization for additional planning and implementation of such programs and projects, and for performance of other activities described in this Agreement. The Partnership Fund shall be funded and administered as follows:

i) On or before the first day of July after the effective date of this Agreement, each member of the Partnership shall make a contribution to the Partnership Fund in the amount shown, opposite such member's name, in the second column of the table attached hereto as Exhibit "D" and incorporated herein by reference (such amount hereinafter being referred to as the "Maximum Annual Contribution" for such member). For subsequent years during the term of this Agreement, the Administering Agent shall request annual contributions from the members of the Partnership in the amounts necessary to carry out the work of the Partnership, the amounts of such subsequent-year contributions to be determined by the Administering Agent prior to the first day of June of such subsequent year and paid by the members of the Partnership before the first day of July of such subsequent year. These subsequent-year contributions shall be proportional to such
members' first year contributions to the Partnership Fund, provided, however, in no case shall any such requested annual contribution exceed the amount of such member's Maximum Annual Contribution.

ii) Each year during the term of this Agreement, and from time to time as any member of the Partnership may reasonably request, the Administering Agent shall furnish to the members of the Partnership written statements of the condition of the Partnership Fund.

iii) Grants or contributions made by non-members of the Partnership shall not be deemed to offset or diminish the obligations of the members of the Partnership under this Agreement.

iv) If any member of the Partnership fails to contribute to the Partnership Fund as requested pursuant to this Agreement, such member's involvement and membership in the Partnership shall be terminated upon written notice of termination given by the Administering Agent to such member.

b) The Watershed Fund shall be comprised of Watershed Management Fees and NRD general property tax dollars to equitably distribute the capital cost of implementing structural water quality and quantity controls among new development or significant redevelopment within the watershed and to the general public. Based on an initial framework and rates set for Watershed Management Fees (hereinafter referred to as "Watershed Fees") defined in Policy Group #6 in the Stormwater Management Policies, the Partnership
does hereby agree to implement the Watershed Management Plan and Implementation Plan, attached hereto as Exhibit “E” and Exhibit “F” respectively, and both incorporated herein by reference, or as may be amended in three (3) to five (5) year increments through provisions in this Agreement, as follows:

i) The cities of BELLEVUE, GRETNA, LAVISTA, OMAHA, PAPILLION and RALSTON, and the County of SARPY (all hereinafter referred to collectively as “zoning jurisdictions”) agree to collect Watershed Fees from new development or significant redevelopment within the Papillion Creek Watershed, such Watershed Fees to be collected and earmarked specifically for construction of regional detention structures and water quality basins, as follows, to-wit:

a) Each zoning jurisdiction shall adopt a regulation or ordinance authorizing the collection of the Watershed Fees, according to Exhibit G or as specified in a previous agreement, for new development and significant redevelopment and authorizing the transfer of such fees to the NRD, consistent with the provisions of this Agreement. Developing subdivisions platted prior to 2009 may be exempt from collection of Watershed Fees.

b)  

c) On or before July 1st of each calendar year, each zoning jurisdiction shall remit to the NRD the Watershed Fees paid to or collected by such zoning jurisdiction on or before June 1st of such calendar year. Such Watershed Fees received by the NRD shall be held by the NRD in a
separate, interest-bearing account, to be known as the “Watershed Fund,” in trust for the members of the Partnership contributing thereto in proportion to their contributions, earmarked specifically for construction by the NRD of regional detention structures and water quality basins and expended by the NRD as further provided in this Agreement.

d) Each zoning jurisdiction shall, in general, adopt a framework consisting of three Watershed Fee classifications, to-wit:

(1) “Single Family Residential Development” (generally consisting of single-family and multi-family dwelling units up to 4-plexes, or as otherwise determined by the zoning jurisdiction). It is assumed that the density of single family development will be 3.5 residential units per acre. Watershed Fees shall be assessed per dwelling unit or equivalent prorated average area of lot basis; as shown in the table in Exhibit G and,

(2) “High-Density Multi-Family Residential Development” (consisting of other multi-family residential dwelling units determined by the local zoning jurisdiction to represent High density development) shall be assessed per gross acre as shown in the table in Exhibit G and shall be proportionately indexed to “Single Family Residential Development” in terms of the
potential to generate stormwater surface runoff. Such “High-Density Development” Watershed Fees shall be 1.25 times “Single Family Residential Development” Watershed Fees when considered on an estimated dwelling unit per gross acre basis.

(3) Commercial/Industrial Development shall be assessed per gross acre as shown in the table in Exhibit G and shall be proportionately indexed to “Single Family Residential Development” in terms of the potential to generate stormwater surface runoff. Such Commercial/Industrial Watershed Fees shall be 1.5 times “Single Family Residential Development.”

e) At approximately three (3) to five (5) year intervals, the Partnership and the development community shall review the Watershed Fees framework and rates, the Watershed Management Plan and the Implementation Plan with respect to availability of needed funds and rate of development within the Watershed. Subsequent changes to the Watershed Fees framework and rates, Watershed Management Plan and Implementation Plan, indicated by such review, shall be subject to formal approval by the respective local zoning jurisdictions and the NRD.

ii) The NRD agrees, subject to the availability of funding, to construct the regional detention structures and water quality
basins in accordance with the Watershed Management Plan and Implementation Plan as follows:

a) The NRD shall establish a Watershed Fund and utilize the Watershed Fees received to pay approximately one-third (1/3) of required capital costs of constructing the regional detention structures and water quality basins, including the cost of obtaining necessary land rights. The remaining approximately two-thirds (2/3) of such capital costs shall be paid by the NRD from the proceeds of its general property tax levying authority and from contributions from developers and other cooperators that the NRD may be able to obtain.

9. **Title to Property.** Title to any tangible property (e.g., monitoring equipment) obtained using funds contributed by members of the Partnership pursuant to this Agreement shall be held in the name of the Administering Agent in trust for the members of the Partnership in proportion to their total contributions to the Partnership Fund and Watershed Fee Fund.

10. **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. Counterpart copies of this Agreement, as executed, shall be maintained as part of the records of the Administering Agent.

11. **Effective Date:** This Agreement shall become effective on July 1, 2014.

12. **Duration of Agreement:** This Agreement shall be in effect for a period of five (5) years from and after its effective date.
13. **Termination.** Involvement of any member of the Partnership with the Partnership, and responsibilities under this Agreement, may be terminated by such member without cause effective upon 60 days written notice to the other members of the Partnership. Termination of a member's involvement with the Partnership pursuant to this Agreement shall not operate to terminate this Agreement nor shall it affect any rights obtained under this Agreement, prior to such notice of termination being given, for costs incurred or moneys advanced, or for actions taken or responsibilities assumed, by another member of the Partnership during the term of and pursuant to this Agreement.

14. **Additional Planning and Implementation.** The members of the Partnership may amend or supplement this Agreement from time to time as may be deemed necessary to provide long-term funding and authorization for additional planning and implementation of beneficial programs and projects to meet the mission and goals of this Agreement.

**IN WITNESS WHEREOF,** this Agreement is entered into by the members of the Partnership pursuant to resolutions duly adopted by their respective governing boards.

[Signature page(s) next]
INTERLOCAL COOPERATION ACT AGREEMENT
FOR CONTINUATION OF THE
PAPILLION CREEK WATERSHED PARTNERSHIP

SIGNATURE PAGE

Executed by the City of Bellevue, Nebraska on this 9th day of
June, 2014.

THE CITY OF BELLEVUE, NEBRASKA

[Signature]
MAYOR

[Signature]
CITY CLERK
INTERLOCAL COOPERATION ACT AGREEMENT
FOR CONTINUATION OF THE
PAPILLION CREEK WATERSHED PARTNERSHIP

EXECUTED ON:

Executed by the Village of Boys Town, Nebraska on this 10 day of
June, 2014.

THE VILLAGE OF BOYS TOWN, NEBRASKA

BY

CHAIRMAN, VILLAGE BOARD

Attest:

VILLAGE CLERK
INTERLOCAL COOPERATION ACT AGREEMENT
FOR CONTINUATION OF THE
PAPILLION CREEK WATERSHED PARTNERSHIP

SIGNATURE PAGE

Executed by the City of Gretna, Nebraska on this 20th day of
May, 2014.

THE CITY OF GRETNA, NEBRASKA

BY

MAYOR

Attest:

CITY CLERK
INTERLOCAL COOPERATION ACT AGREEMENT
FOR CONTINUATION OF THE
PAPILLION CREEK WATERSHED PARTNERSHIP

SIGNATURE PAGE

Executed by the City of LaVista, Nebraska on this 3rd day of June, 2014.

THE CITY OF LA VISTA, NEBRASKA

Attest:

Pamela A. Suerhe
CITY CLERK
INTERLOCAL COOPERATION ACT AGREEMENT
FOR CONTINUATION OF THE
PAPILLION CREEK WATERSHED PARTNERSHIP

SIGNATURE PAGE

Executed by the City of Omaha, Nebraska on this 26th day of

June, 2014.

THE CITY OF OMAHA, NEBRASKA

BY

MAYOR

Attest:

CITY CLERK

APPROVED AS TO FORM:

DEPUTY CITY ATTORNEY
INTERLOCAL COOPERATION ACT AGREEMENT
FOR CONTINUATION OF THE
PAPILLION CREEK WATERSHED PARTNERSHIP

SIGNATURE PAGE

Executed by the City of Papillion, Nebraska on this 7th day of
June, 2014.

THE CITY OF PAPILLION, NEBRASKA

BY __________________________
MAYOR

Attest:

__________________________
CITY CLERK
INTERLOCAL COOPERATION ACT AGREEMENT
FOR CONTINUATION OF THE
PAPILLION CREEK WATERSHED PARTNERSHIP

SIGNATURE PAGE

Executed by the City of Ralston, Nebraska on this 20th day of

May, 2014.

THE CITY OF RALSTON, NEBRASKA

BY

MAYOR

Attest:

CITY CLERK

24
INTERLOCAL COOPERATION ACT AGREEMENT
FOR CONTINUATION OF THE
PAPILLION CREEK WATERSHED PARTNERSHIP

SIGNATURE PAGE

Executed by the County of Sarpy, Nebraska on this 17th day of
June, 2014.

THE COUNTY OF SARPY, NEBRASKA

BY

CHAIRPERSON, COUNTY BOARD

Attested:

COUNTY CLERK
INTERLOCAL COOPERATION ACT AGREEMENT
FOR CONTINUATION OF THE
PAPILLION CREEK WATERSHED PARTNERSHIP

SIGNATURE PAGE

Executed by the Papio-Missouri River Natural Resources District on this
16 day of April, 2014.

PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT

BY
GENERAL MANAGER