

May 6, 1975

SENATOR DICKINSON: Like I told Senator Lewis, I need an extra pair of glasses once and awhile. This print is pretty fine. I still restate my question, in your opinion or anyone else who may care to respond, does this allow . . . the State Game and Parks Commission has tentatively agreed with a moral obligation, nothing legal, to be the recreational co-sponsor for say 6 to 8 sites. I want this on the record. So in addition to those . . . Assuming that this goes ahead, which as of now it has not for two specific reasons. One is that the Corps of Engineers is floundering around. They really don't know what they want to do. There's no project to be a partner on. Secondly, our State Attorney General has refused to allow the Game Commission as an entity . . . as an agency of state government to enter into 50 year contracts. My question is, in addition to these sites that the State Game and Parks Commission had agreed to be the sponsor on if all the things dovetailed together. The city of Omaha, the county of Douglas, Papio Natural Resource District have again morally agreed, nobody except the NRD has signed a valid contract to this date. It's my understanding that the State Game and Parks Commission intends to use some of the funds to help subsidize the city and/or Douglas or Sarpe county to develop those sites that those entities of government had agreed to develop. Is it the intention of LB 1055, passed in 1974, to allow the Game Commission to do this, in addition to spend funds and then into contracts onto those sites that they are specifically the co . . .

SENATOR MARVEL: OK, now let me answer you as to what my understanding of that hearing was. Then let me give you my interpretation of what the language does. It's my understanding based upon the public hearing as I remember, we're talking about something that happened a year ago. That was 10 years ago as far as I'm concerned. This money was to be spent specifically in the area that was shown in the map, which has to do with the Papio Creek Development or whatever other name you want to call it. Actually we're talking about site 20. Now that's the first part of my answer. So it was to be confined to that particular area. Secondly, the language which is usual language and the way it's written that language would, in my opinion and the opinion of the staff, would allow the Game Commission to make other contracts as is usual in their operation. Now does that answer your question? It does give them flexibility beyond site 20. As far as I'm concerned the money was to be confined to that particular area.

SENATOR DICKINSON: Then in your opinion they have flexibility enough to do anything they want to do on any of the sites, regardless of who the legal contract recreational partner-signer was or is to be?

SENATOR MARVEL: Well as long as they're operating legally within their particular authority, yes sir.

SENATOR DICKINSON: Well are they operating within their particular authority according to LB 1055?

SENATOR MARVEL: Yes.