

**Programs, Projects & Operations
Subcommittee Meeting
April 8, 2003
7:00 p.m.
Agenda**



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

Programs, Projects & Operations

John Conley, Chairperson
Rich Jansen, Vice-Chairperson
Tim Fowler
Joe Neary
Rich Tesar

Alternate Members: Dick Connealy
Pete Rubin

Staff Liaison: Gerry Bowen
Jerry Herbster
Ralph Puls
Paul Woodward *

1. Meeting Called to Order – Chairperson John Conley
2. Quorum Call
3. Adoption of Agenda
4. Proof of Publication of Meeting Notice
5. Review and Recommendation on Lower Platte River Corridor Alliance (LPRCA) Issues:
 - a. Sarpy County Wastewater/Water Study -- Mark Wayne, Sarpy County Administrator; Toby Churchill, Sarpy County Economic Development; Lou Lamberty, Olsson and Associates; Steve Oltmans and Gerry Bowen
 - b. Cumulative Impact Study Agreement – Gerry Bowen
 - c. Western Sarpy/Clear Creek Flood Reduction Project – Interlocal Agreement with Nebraska Army National Guard, Lower Platte North NRD and Lower Plate South **NRD** – Martin Cleveland
6. Review and Recommendation on Urban Cost Share Applications for **FY 2004** – Gerry Bowen
 - a. Recreation Area Development (RAD)
 - b. Urban Drainageway Program (UDP)
 - c. Urban Conservation Assistance Program (UCAP)
7. Review and Recommendation on Approval of Water Purchase Agreement with Pender, NE – Dick Sklenar
8. Review and Recommendation on Cooperating Technical Partners Agreement with Federal Emergency Management Agency (FEMA) – Paul Woodward
9. Review and Recommendation on Bids for Front Rotary Mower – Jerry Herbster
10. Review and Recommendation(s) on P-MRNRD Paperless Project Issues – Trent Heiser
11. Review and Recommendation on California Bend Project Eminent Domain Appeal Involving Wright Investment, Inc.'s Farm Tenant (Brent Arp/Willie Arp Farms, Inc.) – *[Executive Session, if needed]* – Paul Peters
12. Other Items of Interest
13. Adjourn

Memo to the Programs, Projects and Operations Subcommittee

Subject: Southern Sarpy Wastewater/Water Study

Date: March 28, 2003

From: Gerry Bowen

In February, 2002, the Board approved a resolution (attached) to request funding in the Water Resources and Development Act (WRDA) to fund a study of wastewater and rural water needs in Southern and Western Sarpy County outside of the Papillion Creek Watershed. Sarpy County was a strong supporter of the project.

Similar funding was previously approved for a study of these same issues in Northern Cass County. The Cass County study, under the auspices of the Lower Platte River Corridor Alliance, is currently underway and nearing completion.

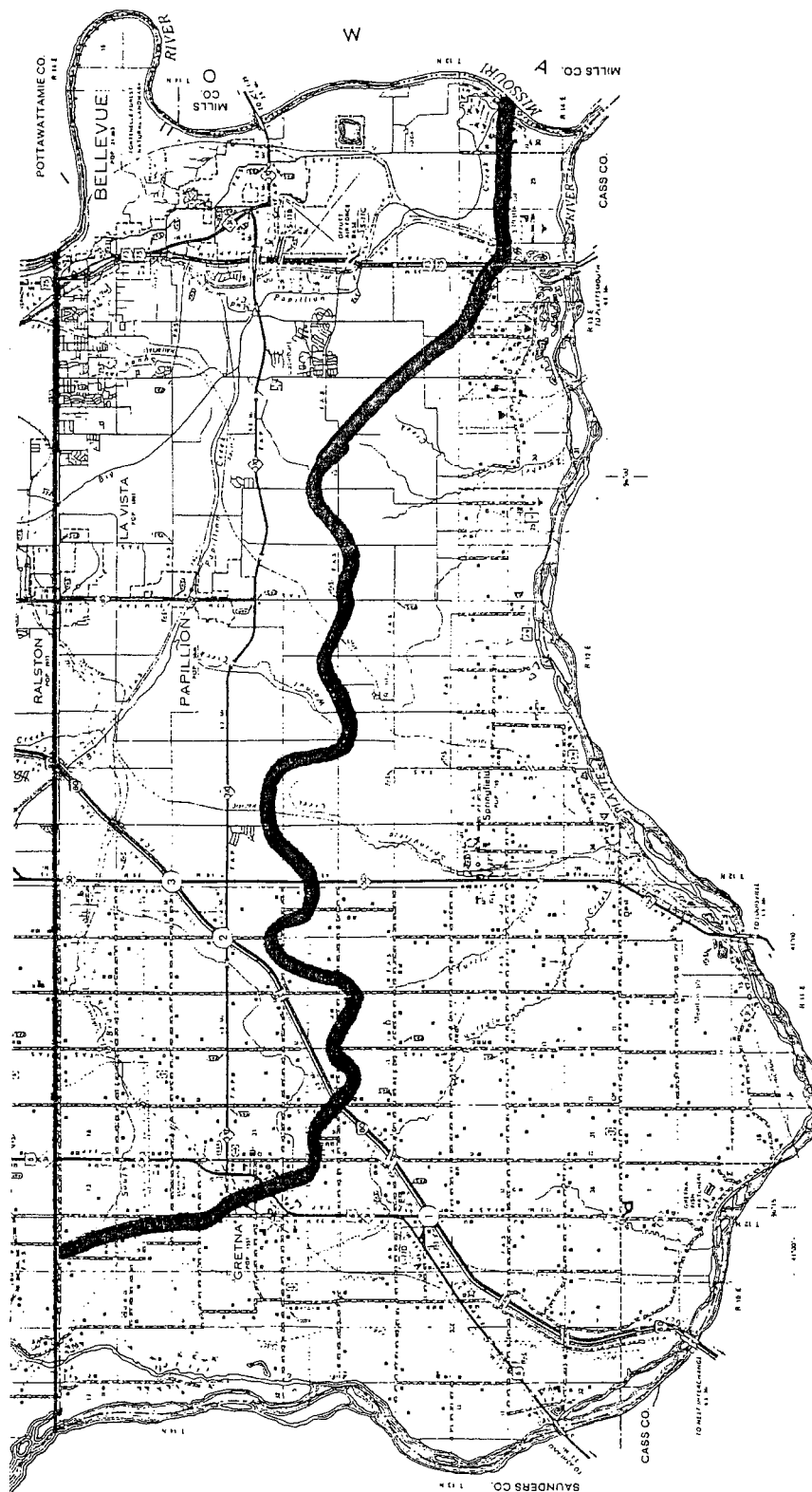
To date, the funding mentioned above for the Sarpy study has not been included in federal budgeting process.

Dennis Grams, former NDEQ Director and EPA Region 7 Administrator, contacted the District about another federal fund administered by EPA that could be used to study water and wastewater issues. Under the program, eligible projects can receive up to \$200,000 each, with no local match required. Grams, currently with Olsson Associates, offered to prepare the application on behalf of the District. A draft scope of services is attached for your review. Applications are due April 14, 2003.

Mark Wayne, Sarpy County Administrator, and Toby Churchill, Sarpy County Economic Development, have indicated support for this new effort, and will be providing information to be used in the application.

It is recommended that the Subcommittee recommend to the Board that the District submit an application for EPA funding for a study of wastewater and water supply needs in Southern and Western Sarpy County.

SARPY COUNTY



NEBRASKA



SCALE 1" = 5 MILES
SCALE 1" = 126,720

3. NARD Washington D.C. Legislative Conference: Director Rubin noted that the NARD Washington D.C. Legislative Conference would be held March 16-20, 2002. Directors Melissa Gardner, Tim Heller and Barb Nichols and GM Oltmans will be representing the District. Director Rubin will also be going as a representative of the NARD.

C. National Association of Conservation Districts: Director Rich Jansen reported on the NACD Conference that was held February 3-7, 2002, in Reno, NV. He distributed a written report. A copy of the report is attached to the file copy of the minutes.

SUBCOMMITTEE REPORTS:

A. Joint Finance, Expenditures and Legal/Programs, Projects and Operations Subcommittee: Director Tim Heller reported that the Joint FEL/PPO Subcommittee had met on February 12, 2002 and gave a brief recap of the meeting.

Director Heller reported that the Subcommittee had discussed a sending in a request for federal funding for a Sewage and Water Supply Reconnaissance Study in the Platte River Watershed Tributaries in Sarpy County. This would be included in the FY 03 appropriations. The Subcommittee took no action on this item.

Director Rubin asked if this request could be addressed at the April 9th Subcommittee meeting. GM Oltmans noted that he had checked with Congressman Bereuter's office and they indicated that the deadline for getting the request to the Energy and Water Development Committee is March 20th. There was discussion.

Tim Schram, Sarpy County Commissioner, addressed the Board. He stated that one of the issues the Sarpy County Board deals with is sewage and waste water which is necessary for continued economic development and environmental safety of the County. He noted that he was aware that funding is tight on all levels of government - federal, state and local, but there is an opportunity here and the County is very interested in being a partner in this request. He stated that he could not commit to a dollar amount at this time. He stated that it was much more feasible and economical to address the problem of sewage and wastewater in the pre-development stage. He stated that the County is concerned with the 1-80 corridor and portions of southern Sarpy County. He also pointed out that Cass County had already secured funding through Congressman Bereuter's office to do a study on their side of the river. He stated that it would be beneficial to everyone if we could be included in a regional concept to address these water quality and quantity issues.

There was discussion.

****MOTION NO. 3:** It was moved by Nichols and seconded by Jansen that the District submit the following to the Nebraska Congressional Members' offices for inclusion in FY 03 Federal Appropriations:

Energy and Water Development FY 03 Appropriations:

\$250,000 to implement through the Papio-Missouri River Natural Resources District on behalf of the Lower Platte River Corridor Alliance and Sarpy County at 50% federal share under Section 503 of the Water Resource Development Act of 1996, to assess and plan for water quality infrastructure and improvements in the Lower Platte River Watershed, concentrating on direct drinking water and wastewater needs within the Lower Platte River Corridor, including all the tributaries in Sarpy County, NE, draining to the Platte River from the Sarpy/Douglas County line south easterly to the junction of the Platte and Missouri Rivers in Sarpy County, NE.

**Amendment
No. 1 to
Motion No. 3**

It was moved Connealy and seconded by Heller that the motion be amended to provide that adoption of the motion does not commit the District to participate in the cost of the assessment and plan.

Roll call vote was held on Amendment No. 1 to Motion No. 3. The amendment carried on a vote of 8-yea and 3-nay.

Voting Yea – Conley (Fred), Conley (John), Connealy, Heller, Jansen, Krajicek, Nichols, Tesar
Voting Nay - Gardner, Rubin, Neary
Abstaining – None
Absent – None

Roll call vote was held on the amended motion. The motion carried on a vote of 6-yea and 5-nay.

Voting Yea – Conley (Fred), Connealy, Heller, Jansen, Krajicek, Nichols
Voting Nay – Conley (John), Gardner, Rubin, Tesar, Neary
Abstaining – None
Absent – None

****MOTION NO. 4:** It was moved by Jansen and seconded by Conley (Fred) that the following recommendation be adopted:

Recommendation #2: West Papio Trail Interlocal Agreement with City of Omaha for Boxelder Creek Bridge – Recommendation that the General Manager be authorized to execute an Interlocal Cooperation Act agreement with the City of Omaha for the Boxelder Creek Bridge Project, providing a maximum District contribution of \$25,000, subject to approval as to form by the District's Legal Counsel.

Roll call vote was held on the motion. The motion carried.

Scope of Services for Development Study of Southern and Western Sarpy County

Purpose

The purpose of this project is to develop a “blue print” for future regional development that is both sensitive and protective of environmental concerns and keenly aware of the need for economic growth.

Partners

- MUD, Scott Keep
- City of Omaha, Norm Jackman
- MAPA, Paul Mullen
- Sarpy County, Mark Wayne
- Sarpy County Development, Toby Churchill
- NDEQ, Jay Ringenberg

Stakeholders

- City of Bellevue
- City of Papillion
- City Gretna
- City of Springfield
- City of LaVista
- Hansen’s Lake
- Developers

Task No. 1 —Gather Data/Maps of Study Area

Consult with County planners and governmental offices to develop land use and ownership mapping within the project boundaries.

All public and private enterprises already established in the study area will be shown on the mapping along with all residential, commercial industrial and agriculturally zoned lands.

Details to be provided on the maps will include the following:

- Existing land use
- Vegetation
- Topography
- Physical features (roads, streams, railroads, lakes, transmission pipelines, power lines, etc.)
- Corporate limits
- Commercial and Industrial property ownership
- Existing utilities
- SID’s and unincorporated residential areas
- Extraterritorial zoning jurisdictions

Task No. 2—Review Previous Studies/Reports

Task No. 3—Identify Critical Ecosystems

Identify critical ecosystems that should be preserved or restored.

Task No. 4—Identify Future Transportation System

Based on NDOR, MAPA and Sarpy County long-range transportation plans, identify likely future transportation system

Task No. 5—Develop Future Zoning Map

In cooperation with City and County planning officials, develop future zoning map that identifies critical ecosystems to be saved/restored, potential future residential, commercial and industrial areas.

Task No. 6—Develop Long-Range Population Projections for Study Area

Task No. 7—Develop Water System to Meet Future Growth

Work with MUD to determine water distribution system needed to meet future growth. Develop system layout, possible staging and system cost estimates.

Task No. 8—Develop Wastewater Collection and Treatment System(s) to Meet Future Growth

Work with City of Omaha to determine collection system needed to carry wastewater to City of Omaha Papio Treatment Plant. Determine if interim or other permanent treatment facilities are needed. Develop system layout, possible staging and system cost estimates.

Task No. 9—Determine Stormwater Plan

Based on future zoning, develop plan to handle future stormwater runoff.

Memo to the Programs, Projects and Operations Subcommittee

Subject: Lower Platte River Corridor Alliance (LPRCA) – Cumulative Impact Study

Date: March 24, 2003

From: Gerry Bowen

The Nebraska Game and Parks Commission (GPC) has raised concerns about the impacts to habitat, and water quality and quantity in the Lower Platte River (Columbus to the mouth) of the numerous projects that have occurred on this stretch of river over time. In particular, they are concerned about levee projects such as Western Sarpy and Union Dikes, plus bank stabilization, diversions and bridge projects.

To address these concerns, the GPC has approached the Corps of Engineers (COE) about conducting a study of these cumulative impacts under the Corps' Section 22 Planning assistance to states. The first phase would be to prepare the scope of services for the overall Cumulative Impacts Study. This scope would define additional studies to be completed in the future.

GPC has approached the NRDs in this reach about contributing to the Phase 1 study costs. The attached interlocal agreement and addendum addresses this cost share arrangement. The Section 22 study is estimated to cost \$20,000, with the local match being \$10,000. It is proposed that this match be equally provided by the Lower Platte North, Lower Platte South, and Papio-Missouri River NRDs, GPC, and the Department of Roads. Each partner's cash contribution would be \$2,000.00. The Department of Natural Resources would contribute \$1,000 of "in-kind" services to the project.

It is recommended that the Subcommittee recommend to the Board that the General Manager be authorized to execute an interlocal agreement on behalf of the District for Phase I the Lower Platte River Cumulative Impact Study, subject to approval as to form by the District Legal Counsel.

INTERLOCK COOPERATION ACT AGREEMENT LOWER PLATTE CUMULATIVE IMPACT STUDY

This Agreement (hereinafter named "agreement") made and entered into this _____ day of _____ 2003, by the following Parties, hereafter referred to as "Partners":

Lower Platte North Natural Resources District (LPNNRD)
Lower Platte South Natural Resources District (LPSNRD)
Papio-Missouri River NRD (PMRNRD)
Nebraska Game and Parks Commission (NGPC)
Nebraska Department of Natural Resources (NDNR)
Nebraska Department of Roads (NDOR)

Where as:

The Platte River has experienced many changes over the years due to development in and adjacent to the flood plain. Inventories of various development or modifications associated with these changes have been addressed in specific reports generated by multiple agencies and stakeholders within the basin, however this information has not been combined to determine cumulative effects of these changes.

Recently the Nebraska Game and Parks Commission (NGPC) and the U.S. Fish and Wildlife Service (USFWS) have expressed interest in forming a committee to develop and execute a study to determine the effects of the cumulative impacts along the Lower Platte River.

In addition, the U.S. Army Corps of Engineers (USACE) is currently performing Flood Damage Reduction (FDR) studies at various locations in the study reach (Lower Platte General Investigation, Schuyler, Fremont and Union Dike). Recent comments submitted to the USACE by the NGPC and USFWS on several of these studies indicate a hesitancy to allow the USACE to move forward on any project construction on the river until cumulative impacts related to structures specifically related to the study are addressed.

The United States Army Corps of Engineers (COE) is willing to complete a study to determine the effects of the cumulative impacts along the Lower Platte River and provide fifty (50) percent assistance on the total study costs.

The Partners desire to join together and cooperate by providing the required fifty (50) percent non-federal share of the costs associated with the cumulative impact study.

Therefore, in consideration of the foregoing recitals and their mutual covenants hereinafter expressed, the Partners agree as follows:

1. Authority: This agreement is 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. Purposes: The purpose of this agreement is to study the cumulative effects of to the Lower Platte River which include construction of new levees, strengthening existing levees, construction of new bridges, replacement of existing bridges, stream bank stabilization, habitat mitigation, and other such projects as outlined on "Attachment 1" to this Agreement.
3. Costs: he costs associated with the various components of study will be outlined and approved in the form of Addendums to this Interlocal Agreement.
4. Contracts: The partners authorize the Nebraska Game and Parks Commission to enter into contracts on behalf of the Partners for completion of the USACE studies.
5. Payments: The Nebraska Game and Parks Commission will bill all Partners for their share of the non-federal study costs as payment requests are received.
6. Additional duties of parties: Each Partner will designate a contact person to assist the Committee for completion of the study and other required work.
7. Effective Date: This agreement becomes effective upon execution by all partners.
8. Duration of Agreement: This agreement shall remain in effect for an indefinite period of time until the completion and acceptance of the study or termination by one or more partners. It may be terminated at any time by any partner by giving the other partners 30 days notice in writing.
9. Execution of Agreement : Separate copies of this Agreement will be executed by the partners with the understanding that when the partners all have executed separate copies of the documents, all of the partners shall be bound by this Agreement to the same extent as though all of the partners had simultaneously signed a single master copy. The original copy of this agreement will be maintained as part of the records of the Nebraska Game and Parks Commission, with copies being mailed to all parties

IN WITNESS WHEREOF,

This Agreement is executed by the Lower Platte North Natural Resources District on this __day of _____,2003.

Lower Platte North Natural Resources District

By_____

Title_____

Designated Contact Person: _____

Mailing Address: _____

Telephone Number: _____

This Agreement is executed by the Lower Platte South Natural Resources District on this ___ day of _____, 2003.

Lower Platte South Natural Resources District

By _____

Title _____

Designated Contact Person: _____

Mailing Address: _____

Telephone Number: _____

**This Agreement is executed by the Papio-Missouri River Natural Resources District on
this _____ day of _____, 2003.**

Papio-Missouri River Natural Resources District

By _____

Title _____

Designated Contact Person: _____

Mailing Address: _____

Telephone Number: _____

This Agreement is executed by the Nebraska Game and Parks Commission on this ____ day of _____, 2003.

Nebraska Game and Parks Commission

By_____

Title_____

Designated Contact Person: _____

Mailing Address: _____

Telephone Number: _____

This Agreement is executed by the Nebraska Department of Natural Resources on this _____ day of _____, 2003.

Nebraska Department of Natural Resources

By _____

Title _____

Designated Contact Person:

Mailing Address:

Telephone Number:

This Agreement is executed by the Nebraska Department of Roads on this _day of _____, 2003.

Nebraska Department of Roads

By _____

Title _____

Designated Contact Person: _____

Mailing Address: _____

Telephone Number: _____

INTERLOCAL COOPERATION ACT AGREEMENT
LOWER PLATTE CUMULATIVE! IMPACT STUDY-PHASE I
ADDENDUM "A"

This Addendum to the agreement made and entered into this _____ day of _____ 2003, by the following Parties, hereafter referred to as "Partners":

Lower Platte North Natural Resources District (LPNNRD)
Lower Platte South Natural Resources District (LPSNRD)
Papio-Missouri River NRD (PMRNRD)
Nebraska Game and Parks Commission (NGPC)
Nebraska Department of Natural Resources (NDNR)
Nebraska Department of Roads (NDOR)

Where as: This Addendum is entered into pursuant to number three (3) of the Interlocal Cooperation Act Agreement for the Lower Platte Cumulative Impact Study dated _____, 2003, for the purpose of studying the cumulative effects of changes to the Lower Platte River which include construction of new levees, strengthening existing levees, construction of new bridges, replacement of existing bridges, stream bank stabilization, habitat mitigation and other such projects.

Therefore, it is agreed by the above partners to participate in a Phase I "scoping" study with the United States Army Corp's of Engineers (USACE) to study the cumulative effect or changes to the Lower Platte River. The Partners agree to the following for this initial study phase:

1. costs: The total non-federal cash and in-kind service contributions of \$10,000 each will be collected from the partners as follows:

	<u>Cash</u>	<u>In-Kind</u>
Lower Platte North Natural Resources District	\$2,000	\$ 1,500
Lower Platte South Natural Resources District	\$2,000	\$ 500
Papio-Missouri River NRD	\$2,000	\$ 500
Nebraska Game and Parks Commission	\$2,000	\$6,500
Nebraska Department of Natural Resources		\$1,000
Nebraska Department of Roads	<u>\$2,000</u>	
Totals:	\$10,000	\$10,000

2. Purpose: The purpose of this Addendum "A" is complete a "scoping" study which will include collecting data from past Lower Platte River studies and geo-reference that data to a Geographic Information System (GIS). This study phase will also define the "scopes" for Phase II and subsequent study phases.
3. Contracts: The partners authorize the Nebraska Game and Parks Commission to enter into a contract on behalf of the Partners for completion of the USACE Phase I study.

4. Payments: The Nebraska Game and Parks Commission will disburse funds as needed and bill each Partner for their share of the study costs as payments are made.
5. Effective date: This addendum becomes effective upon execution by all partners and will extend until completion of the Phase I study.

IN WITNESS WHEREOF,

This Addendum "A" is executed by the Lower Platte North Natural Resources District on this ____ day of _____, 2003.

Lower Platte North Natural Resources District

By: _____

Title: _____

**This Addendum "A" is executed by the Lower Platte South Natural Resources District
on this ____ day of _____, 2003.**

Lower Platte South Natural Resources District

By:_____

Title:_____

This Addendum " Ais executed by the Papio-Missouri River Natural Resources District
on this
_____day of _____,2003.

Papio-Missouri River Natural Resources District

By:_____

Title:_____

**This Addendum "A" is executed by the Nebraska Game and Parks Commission on this
____ day of _____, 2003.**

Nebraska Game and Parks Commission

By: _____

Title: _____

This Addendum "A" is executed by the Nebraska Department of Natural Resources on this _____ day of _____, 2003.

Nebraska Department of Natural Resources

By: _____

Title: _____

This Addendum "A" is executed by the Nebraska Department of Roads on this ____ day
of _____, 2003.

Nebraska Department of Roads

By: _____

Title: _____

**MEMORANDUM TO THE PROGRAMS, PROJECTS AND OPERATIONS
SUBCOMMITTEE:**

SUBJECT: Western Sarpy/Clear Creek Flood Reduction (WS/CC) Project
Interlocal Agreement with Nebraska Army National Guard, Lower Platte North
NRD and Lower Platte South NRD

DATE: March 31, 2003

BY: Martin P. Cleveland

Over the past several years, District staff has met frequently with the Nebraska Army National Guard (Guard) in order to develop the attached agreement document. The Guard leadership has agreed to this document and has executed the same. This agreement will also be reviewed and is expected to be approved/signed by the other NRDs by mid-April. The execution of this agreement is one of two conditions (other is the Corps approval of Limited Reevaluation Report – expected in April 2003) that is required by the Department of Natural Resources in order for them to reimburse the Papio-Mo. River NRD for over \$1,000,000 in project expenses.

The major components of this “Guard” agreement are as follows:

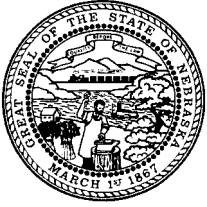
- The Guard will seek federal appropriations for design and construction of the Guard segment of the WS/CC Project.
- The Guard will design and construct their segment of levee to withstand the 50-year or higher flood (WS/CC design will provide for 50-year level levees).
- The NRDs have the right to design and construct the Guard segment of levee if the Guard fails to obtain federal appropriations.
- The NRDs will operate and maintain the Guard segment of levee along the Platte River and the Salt Creek Weir/Revetment Structure, located near Highway 6.
- The Guard will provide all lands, easements and other rights-of-way which the Corps deems is necessary for the construction, operation and maintenance of the WS/CC Project on both sides of Platte River for nominal consideration.
- The Guard will contribute 12% of the NRDs’ outlays for acquisition of lands, easement and other Right-of-ways for construction, operation and maintenance of the WS/CC Project Conservation Measures.

It is Management’s recommendation that the Subcommittee recommend to the Board that the General Manager be authorized to execute an Interlocal Agreement with Nebraska Army National Guard, Lower Platte North NRD and Lower Platte South NRD for the Western Sarpy/Clear Creek Flood Reduction Project, subject to changes deemed necessary by the General Manager and approved as to form by Legal Counsel.

Attachment

CC: Nelson Carpenter, Corps of Engineers
Glenn Johnson, LPSNRD
Mike Murren, LPNNRD

STATE OF NEBRASKA



Mike Johanns
Governor

MILITARY DEPARTMENT
Roger P. Lempke
Adjutant General
1300 Military Road
Lincoln, Nebraska 68508-1090
Phone: (402)471-3241

March 12, 2003

Construction and Facilities Management Office

Marlin Peterman, PE
Papio-Missouri River Natural Resources District
8901 South 154th Street
Omaha, NE 68138-3621

Dear Marlin:

Transmitted herewith are three copies of the Interlocal Cooperation Act Agreement for the Western Sarpy/Clear Creek Project Levee. These copies have been executed by the Adjutant General on behalf of the Nebraska Military Department. Please work to complete the execution of this Agreement.

In the meantime we should continue to work on the intent of this Agreement by arranging for the appropriate responsibilities and progress by the Parties to the Agreement. I look forward to hearing from you on further discussions.

Sincerely

A handwritten signature in cursive script that reads "Samuel J. Truax".

Samuel J. Truax, PE
Chief, CFMO Engineering

Enclosure



INTERLOCAL COOPERATION ACT AGREEMENT
Among
NEBRASKA ARMY NATIONAL GUARD,
LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT,
LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT and
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
For The
NEBRASKA ARMY NATIONAL GUARD FLOOD CONTROL PROJECT

THIS AGREEMENT (hereinafter referred to as “THIS AGREEMENT”) is made and entered into by and among the NEBRASKA ARMY NATIONAL GUARD (hereinafter referred to as “the NE-ARNG”), the LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT (hereinafter referred to as “the LPNNRD”), the LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT (hereinafter referred to as “the LPSNRD”) and the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT (hereinafter referred to as “the P-MRNRD”) (the NE-ARNG, the LPNNRD, the LPSNRD and the P-MRNRD hereinafter being referred to collectively as “the PARTIES” or singularly as “a PARTY;” and, the LPNNRD, the LPSNRD and the P-MRNRD hereinafter being referred to collectively as “the NRDS”).

RECITALS:

WHEREAS, the Department of the Army, Corps of Engineers’ (hereinafter referred to as “the CORPS”) has been authorized by Congress to undertake design and construction of the Western Sarpy/Clear Creek Flood Control Project (hereinafter referred to as “the WS/CC PROJECT”), the purpose of which is to provide flood control levee improvements (hereinafter referred to as “the WS/CC PROJECT LEVEE”) along a reach of the Platte River extending from Highway 6 north to a point approximately 1½ miles south of Highway 92, all within the collective boundaries of the NRDS; and,

WHEREAS, a portion of the WS/CC PROJECT LEVEE (such portion hereinafter being referred to as “the **WESTERN SARPY LEVEE EXTENSION**”) necessarily will be constructed by the CORPS on NE-ARNG property owned by the Federal Government on the east bank of the Platte river in the P-MRNRD, and a portion of the WS/CC PROJECT LEVEE (such portion hereinafter being referred to as “the **CLEAR CREEK LEVEE EXTENSION**”) necessarily will be constructed by the CORPS on NE-ARNG property owned by the Federal Government on the west bank of the Platte river in the LPNDRD; and,

WHEREAS, the NRDS have entered into an agreement among themselves to provide for the non-Federal sponsorship of the WS/CC PROJECT; and,

WHEREAS, the NE-ARNG intends to construct a flood control levee project (hereinafter referred to as “the **NE-ARNG PROJECT**”) consisting of a levee to protect NE-ARNG facilities along the west bank of the Platte River, north of Highway 6 (hereinafter referred to as “the **NE-ARNG LEVEE**”), and a weir and grade control revetment extending from approximately Highway 6 to the NE-ARNG LEVEE (hereinafter referred to as “the **WEIR AND REVETMENT**”);and,

WHEREAS, construction of the NE-ARNG PROJECT is essential to the effectiveness of the WS/CC PROJECT; and,

WHEREAS, the NE-ARNG PROJECT and the WS/CC PROJECT both are subject to the Federal Emergency Management Agency’s requirement that certain conservation measures for endangered species mitigation (hereinafter referred to as “the **CONSERVATION MEASURES**”) be constructed, operated and maintained; and,

WHEREAS, the NE-ARNG is agreeable to contribute 12% of the cost of the CONSERVATION MEASURES as described herein; and,

WHEREAS, the PARTIES desire to provide for their mutual cooperation in the performance of the WS/CC PROJECT and the NE-ARNG PROJECT .

NOW, THEREFORE, for and in consideration of their mutual covenants hereinafter expressed, the parties agree as follows:

1. THIS AGREEMENT is made pursuant to the authority provided in the Nebraska Interlocal Cooperation Act (§§13-801, R.R.S., 1943, et seq.), without a separate entity being created, and the duties and responsibilities of the PARTIES shall be as defined by THIS AGREEMENT.

2. PURPOSE OF THIS AGREEMENT. The purpose of THIS AGREEMENT is to provide for a definition and sharing of certain duties with respect to the WS/CC PROJECT and the NE-ARNG PROJECT.

3. NE-ARNG PROJECT FUNDING. The NE-ARNG will diligently seek federal appropriations for design and construction of the NE-ARNG PROJECT.

4. NE-ARNG PROJECT DESIGN. If sufficient federal funds are appropriated, the NE-ARNG, using those funds, will prepare plans and specifications for the NE-ARNG PROJECT calling for the NE-ARNG LEVEE to be designed for a 50-year or higher flood without freeboard, which plans and specifications also may call for a by-pass channel; such plans and specifications to also include, without limitation, a manual for the operation, maintenance, replacement, repair, and rehabilitation (hereinafter referred to as “**OMRR&R MANUAL**”) of the NE-ARNG PROJECT, and will submit such plans and specifications for approval by the NRDS, which approval(s) shall not be withheld or delayed unreasonably. In the event the NE-ARNG fails to obtain sufficient federal funds appropriations for design of the NE-ARNG PROJECT, the NRDS may prepare plans and specifications for the NE-ARNG PROJECT at their own cost and expense, and submit such plans and specifications for approval by the NE-ARNG, which approval shall not be withheld or delayed unreasonably, in which instance the NE-ARNG LEVEE shall be designed for a 50-year flood without freeboard and the NE-ARNG PROJECT shall not include a by-pass channel.

5. NE-ARNG PROJECT CONSTRUCTION. If sufficient federal funds are appropriated, the NE-ARNG, using those funds, will construct the NE-ARNG PROJECT in accordance with the plans and specifications prepared by NE-ARNG and approved by the NRDS, in which instance the NE-ARNG LEVEE shall be constructed for a 50-year or higher flood without freeboard, and such construction may include a by-pass channel. In the event the NE-ARNG fails to obtain sufficient federal funds appropriations for construction of the NE-ARNG PROJECT, the NRDS shall construct the NE-ARNG PROJECT at their own cost and expense in accordance with the plans and specifications prepared by the NRDS and approved by NE-ARNG, the NE-ARNG LEVEE to be constructed for a 50-year flood without freeboard and the NE-ARNG PROJECT to not include a by-pass channel.

6. PROJECT INSURANCE. In the event the design and construction of the NE-ARNG PROJECT is performed by the NRDS, each contract between the NRDS and their design engineers or construction contractors in connection with design or construction of the NE-ARNG PROJECT shall include a provision calling for the NE-ARNG to be specified as a named insured with respect to each policy of insurance furnished to the NRDS by such engineers or contractors.

7. NE-ARNG PROJECT OMRR&R. After construction of the NE-ARNG PROJECT is completed, the NRDS, without cost to the NE-ARNG, shall perform or provide for the OMRR&R of those portions of the NE-ARNG LEVEE and the WEIR AND REVETMENT which run alongside and immediately adjacent to the Platte River. The NE-ARNG shall perform or provide for the OMRR&R of the remaining portions of the NE-ARNG PROJECT, without cost to the NRDS. OMRR&R of the NE-ARNG PROJECT shall be performed in a manner compatible with the project's authorized purposes and in accordance with applicable Federal and State laws and specific directions prescribed in the NE-ARNG PROJECT OMRR&R MANUAL.

8. WS/CC PROJECT OMRR&R. The OMRR&R of the WS/CC PROJECT, including the CONSERVATION MEASURES and monitoring thereof, shall be performed

without cost to the NE-ARNG; and, OMRR&R of the WS/CC PROJECT shall be performed in a manner compatible with the WS/CC PROJECT'S authorized purposes and in accordance with applicable Federal and State laws and specific directions prescribed in the WS/CC PROJECT OMRR&R MANUAL.

9. ACCOMODATIONS FOR NE-ARNG OPERATIONS. The OMRR&R and CONSERVATION MEASURES of the WS/CC PROJECT shall not stop or unnecessarily impede any NE-ARNG military training operations on either its east or west bank training sites. Access to the NE-ARNG'S east bank training areas will be arranged such that the WS/CC PROJECT LEVEE and access routes will be made available as agreed to allow NE-ARNG military training access, including measures for military vehicles to proceed from the WS/CC PROJECT LEVEE down to the appropriate training areas. Unless otherwise agreed to by the PARTIES during design of the WS/CC PROJECT, training area and chute access shall be provided by road crossings on rock sills at the extremities of the chute on the NE-ARNG property accompanied by baffles, or by posts with cables and warning signs, to limit boat access; by culverted low-flow crossings at two intermediate points on the chute designated by NE-ARNG; and, by a eighty-foot-wide swath of tree clearing to accommodate the chute restoration. A twenty-five-foot-wide area on the military training side of the property line between the WS/CC PROJECT and the NE-ARNG property will be cleared as agreed to by the PARTIES to provide access to the property line fence.

10. WS/CC PROJECT REAL ESTATE ACQUISITIONS AND RELOCATIONS: All lands, easements and other rights-of-way which the CORPS determines are necessary for construction, operation and maintenance of the WS/CC PROJECT, other than rights-of-way necessary for the CONSERVATION MEASURES, will be acquired, and all necessary relocations related thereto will be performed or provided, without cost to the NE-ARNG; provided, however, lands, easements and other rights-of-way over NE-ARNG property on the east bank of the Platte river in the P-MRNRD, which the CORPS determines are necessary for construction, operation and

maintenance of the WS/CC PROJECT LEVEE, will be conveyed or granted by the NE-ARNG to the P-MRNRD for nominal consideration; and, provided, further, lands, easements and other rights-of-way over NE-ARNG property on the west bank of the Platte river in the LPNNRD, which the CORPS determines are necessary for construction, operation and maintenance of the WS/CC PROJECT LEVEE, will be conveyed or granted by the NE-ARNG to the LPNNRD for nominal consideration.

11. CONSERVATION MEASURES CONTRIBUTION. For purposes of THIS AGREEMENT, NE-ARNG's aforesaid nominal consideration conveyances to the NRDS of lands easements and other rights-of-way over NE-ARNG property for the WS/CC PROJECT LEVEE shall be deemed equivalent and tantamount to a NE-ARNG contribution of (a) 12% of the NRDS' outlays for acquisition of the lands, easements and other rights-of-way for construction, operation and maintenance of the CONSERVATION MEASURES; and, (b) 12% of the CORPS' cost of design and construction of the CONSERVATION MEASURES.

12. WS/CC PROJECT STRUCTURE REMOVALS OR ELEVATING: Any structure removals or structure elevating which the CORPS determines is necessary for the WS/CC PROJECT will be performed or provided by the NRDS without cost to the NE-ARNG, except the removals necessary to construct the NE-ARNG PROJECT.

13. ENVIRONMENTAL INVESTIGATIONS. Any investigations necessary to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. 9601-9675, that may exist in, on, or under lands, easements or other rights-of-way necessary for the construction, operation, and maintenance of the WS/CC PROJECT, shall be performed or provided by the NRDS without cost to the NE-ARNG.

14. RISK OF LOSS. The NE-ARNG shall permanently bear the sole risk of loss of or damage to completed portions of the NE-ARNG PROJECT from flood or other casualty. The NRDS shall permanently bear the sole risk of loss of or damage to completed portions of the WSCC PROJECT from flood or other casualty.

15. EFFECTIVE DATE. THIS AGREEMENT shall be in force and effect from and after its execution by all of the PARTIES, and shall have permanent duration.

16. NONDISCRIMINATION. The PARTIES shall not, in the performance of THIS AGREEMENT, discriminate or permit discrimination in violation of federal or state laws because of race, color, sex, age, political or religious opinions, affiliations or national origin.

17. APPLICABLE LAW. Each PARTY shall follow all applicable federal and Nebraska statutes in carrying out the faithful performance and terms of THIS AGREEMENT.

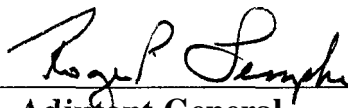
18. SEVERABILITY. In the event any portion of THIS AGREEMENT is held invalid or unenforceable for any reason, it is agreed that any such invalidity or unenforceability shall not affect the remainder of THIS AGREEMENT and the remaining provisions shall remain in full force and effect; and, any court of 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 only and are not for use in the construction of THIS AGREEMENT.

IN WITNESS WHEREOF, the PARTIES have executed THIS AGREEMENT on the dates hereinafter indicated.

THIS AGREEMENT is executed by the NE-ARNG on this 11 day of March, 2002.

NEBRASKA ARMY NATIONAL GUARD

By 
Adjutant General

THIS AGREEMENT is executed by the LPNNRD on this ____ day of _____,2002.

**LOWER PLATTE NORTH NATURAL
RESOURCES DISTRICT**

By _____
General Manager

THIS AGREEMENT is executed by the LPSNRD on this ____ day of _____,2002.

**LOWER PLATTE SOUTH NATURAL
RESOURCES DISTRICT**

By _____
General Manager

THIS AGREEMENT is executed by the P-MRNRD on this ____ day of _____,2002.

**PAPPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT**

By _____
General Manager

Memo to the Programs, Projects, and Operations Subcommittee

Subject: FY 2004 Urban Cost Share Programs

- Recreation Area Development Program
- Urban Drainageway Program
- Urban Conservation Assistance Program

Date: March 28, 2003

From: Gerry Bowen

The District solicited applications for the urban cost share programs from the various units of government in the District for the upcoming fiscal year. The following applications were received.

1. Recreation Area Development

The Recreation Area Development Program (RAD) cost shares with cities and villages to develop and improve recreation areas within their jurisdiction. The cost share rate is 50%. On projects requesting more than \$20,000, the Policy Manual notes that Board approval is required. On all others, Management has approval authority.

The following projects were approved, but not funded in FY 2003. The sponsors plan on proceeding with the projects in FY 2004.

- a. In FY 2003, the Board approved an application from the City of Gretna to acquire some land for a new city park in the downtown area. The application also included funds for Phase 1 development of the new park. The project was not funded due to budgetary constraints. The total estimated cost of the project is \$70,000. They are requesting 50% of this amount, or \$35,000.
- b. In FY 2003, the Board approved an application from the City of South Sioux City for the renovation of Crystal Cove Park and lagoon. It was not funded since construction was not anticipated until 2004. The project will receive assistance from the Corps of Engineers under their 1135 Project authority.. The total estimated cost of the project is \$1,378,000. They are requesting the maximum under this program, or \$50,000.

The following new projects require Board approval.

- c. The City of Bellevue has requested assistance on Copper Creek Park. This is the third application for development of this major Bellevue Park. The previous applications covered the acquisition of land, and the construction access roads. This application is for trail development, including a connection to the Keystone Trail. This phase of construction is estimated to cost \$92,000. They are requesting 50% of this amount, or \$46,000.

- d. The City of Blair is requesting assistance to develop the Highway 30 Trail located adjacent to Highway 30 between Highway 133 and Lincoln Street. They have received approval from the Department of Roads for T-21 assistance. The total estimated cost of the project is \$244,435.00. They are requesting 50% of the local share of the project costs, or \$24,443.00.
- e. The Village of Arlington plans to construct a new public park that will include shelters, baseball, and softball fields. The first phase of the project will be to acquire approximately 19 acres of land. The Village has a signed purchase agreement with the current owner. The acquisition price is \$167,055. They are requesting the maximum under the program ,or \$50,000.
- f. The City of Omaha is planning to renovate Kiwanis Park located northwest of Abbott Drive and Locust Streets. The Kiwanis Clubs of Omaha plan to fund the majority of the \$1,075,122 estimated cost. The City is requesting assistance with the lagoon renovation, trail construction, and parking lot. They are requesting the maximum under the program, or \$50,000.
- g. The City of Gretna plans to proceed with Phase 2 of the development of the new park mentioned above. The project includes the installation of a picnic shelter, and a paved pathway and associated drainage improvements. The estimated cost of the project is \$45,000. The City is requesting 50% of this amount, or \$22,500.

The following table summarizes the applications for the RAD program for FY 2004. The FY 2002 budget for this program was \$147,721.

Sponsor	Total Estimated Cost	FY 03 Cost Share Requested
City of South Sioux City	\$1, 378,000	\$50,000
City of Gretna	\$70,000	\$35,000
City of Bellevue	\$92,000	\$46,000
City of Blair	\$244,435	\$24,443
Village of Arlington	\$167,055	\$50,000
City of Omaha	\$1,075,122	\$50,000
City of Gretna	\$45,000	\$22,500
Total	\$1,693,612	\$277,943

Management recommends that the Subcommittee recommend to the Board that the applications from the City of Bellevue for \$46,000, the City of Blair for \$24,443, the Village of Arlington for \$50,000, the City of Omaha for \$50,000, and the City of Gretna for \$22,500 be approved, and in addition, fund a requests from the City of South Sioux City for \$50,000 and the City of Gretna for \$35,000, for a total of \$277,943, subject to funding in the FY 2004 budget.

2. Urban Drainageway Program

The Urban Drainageway Program (UDP) cost shares with cities and villages to improve drainageways within their jurisdiction. The cost share rate is 60%. The Policy Manual notes that Board approval is required on all applications.

The following projects were approved in previous years **and** have FY 2004 components.

- a. The City of Fort Calhoun is the sponsor of the Eastside Drainageway Project originally approved in 1999. The City has obtained bids and awarded a contract for the project. Based on the bids, the total project cost is currently estimated to be \$442,160. The total District funds requested for the project is \$265,296. In FY 2000, the District provided \$30,000 in cost share funds to design the project. It is anticipated that an interlocal agreement with Fort Calhoun will be negotiated to reimburse Fort Calhoun the remaining \$235,296. The FY 2003 Budget contains \$100,000 for this project. For FY 2004, the remaining \$135,296 is requested.
- b. The City of Elkhorn has applied for assistance on a channel improvement project on Greenbrier Creek, a tributary of the West Branch. This project was approved, but not funded, in FY 2003. The project is estimated to cost \$144,050. They are requesting 60% cost sharing on the project, or \$86,430.

The following projects are new applications.

- a. The City of LaVista plans to stabilize a channel through LaVista Falls Golf Course. The estimated cost is \$205,910, of which \$170,950 is eligible under the UDP Program. They are requesting 60% cost share of the eligible costs, or \$102,570.
- b. The City of Omaha plans to stabilize a major storm sewer outlet entering the Big Papio Creek north of Pacific Street. The flows from the storm sewer threaten the stability of the recently completed Big Papio Channel Project that the District maintains. The total estimated cost of the project is \$204,000. The City is requesting 60% of this amount, or \$122,300.
- c. The City of Elkhorn has submitted an application for Phase 3 in the planned improvements to the West Branch Papillion Creek. Phase 1 and 2 were completed in 1999 and 2001, respectively. The total estimated cost is \$126,053. The City is requesting 60% of this amount, or \$75,632.

The following table summarizes the FY 2004 UDP projects. The FY 2003 budget for this program was \$265,250.

Sponsor	Total Estimated Cost	Cost Share Requested
City of Fort Calhoun *	\$442,160	\$135,296
City of Elkhorn **	\$144,050	\$86,430
City of Elkhorn	126,054	\$75,632
City of LaVista	\$205,910	\$102,570
City of Omaha	\$204,000	\$122,300
Total	\$1,122,174	\$522,228

* installment 3 of 3

** 2003 approval

Management recommends that the Subcommittee recommend to the Board that the applications from the City of Fort Calhoun for **\$135,296**, the City of Elkhorn for **\$86,430** and **\$75,632**, the City of LaVista for **\$102,570**, and the City of Omaha for **\$122,300**, for a total of **\$522,228** be approved, subject to funding in the FY **2004** budget.

3. Urban Conservation Assistance Program

The Urban Conservation Assistance Program (UCAP) cost shares with units of government to solve relatively minor erosion and flooding problems in their jurisdiction. The Policy Manual calls for Management approval of all applications. The following application was received.

- a. The City of LaVista plans to stabilize a roadside ditch along Giles Road from 72nd to 66th Street. The estimated cost of the project is \$15,525, of which, \$13,500 is eligible under this program. They are requesting 60% of the estimated, eligible costs, or \$8,100.

It is recommended that the Subcommittee recommend to the Board that the applications from the City of LaVista for **\$8,100** be approved, subject to funding in the FY **2004** budget.

17.27 RECREATION AREA DEVELOPMENT PROGRAM

The Recreation Area Development Program is an authorized program of the District to provide financial assistance to units of government (cities, counties, villages, or other municipalities) to establish, develop, and improve public recreation areas.

A. Criteria for Assistance

1. Each project must be sponsored by a city, village, county, or other municipality, with the statutory authority and capability to develop and manage public recreation areas.
2. The recreation area, or park, must be part of a comprehensive plan for the municipality.
3. To be eligible, a project must be associated with, or exhibit, some form of natural resources conservation.
4. Eligible project features:
 - a. development of a recreation area plan.
 - b. land acquisition (eligible only if recreation area is developed at the same time).
 - c. grading, seeding, and landscaping.
 - d. buildings and facilities (picnic shelters and restrooms).
5. Projects must conform with all local, state, and federal laws.

B. District Responsibilities

1. Administer the Recreation Area Development Program.
2. Management shall review, prioritize, and approve applications for assistance when the cost share amount is \$20,000 or less. The approval of the Board is required on projects where the cost share is between \$20,001 and \$50,000, or when the amount requested in applications exceeds the amount budgeted for this program.
3. Reimburse Sponsors 50% of the local costs (I.e., excluding state and federal funds) of the project, not to exceed \$50,000 in District funds, as determined in B.2 above, for each public recreation area.

C. Sponsor Responsibilities

1. The Sponsor shall submit an application on forms supplied by the District.
2. The Sponsor shall submit preliminary plans with the application. The following items should be included:
 - a. option/purchase agreement (if applicable)

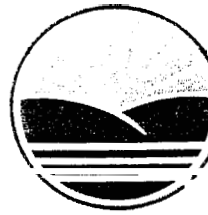
- b. recreation area development plan (prepared by a consultant)
 - c. estimated total cost
 - d. implementation schedule
 - e. location map
 - f. appropriate section of the comprehensive plan.
3. The Sponsor shall obtain all necessary local, state, and federal permits.
 4. The Sponsor shall manage the recreation area and provide all future operation and maintenance of the area at no cost to the District.
 5. The Sponsor shall agree to manage the area as a public recreation area for a minimum of 50 years.
 6. The Sponsor shall administer all contracts for design, construction, and construction observation for the project.
 7. The Sponsor shall control all erosion on the site during construction and until permanent vegetation is firmly established.
 8. The Sponsor shall hold and save the District free from damages and claims due to the construction, or operation and maintenance of the recreation area.
 9. The Sponsor shall execute an agreement with the District which outlines these guidelines.
 10. The Sponsor is encouraged to utilize recycled or recyclable products whenever practical or feasible.

C. Requesting Reimbursement

1. Upon completion of the project, the Sponsor may request reimbursement from the District by providing the following:
 - a. certificate of completion
 - b. copies of final pay estimates, invoices, or deeds.

(May 10, 1989; November 12, 1991; October 8, 1992)

PAPJO-MISSOURI RIVER
NATURAL
RESOURCES
DISTRICT



Form 17.27 A

RECREATION AREA DEVELOPMENT PROGRAM

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

APPLICATION FORM

1. DATE: March 08, 2002
2. PROJECT NAME: New City Park Acquisition & Development
3. PROJECT SPONSOR: City of Gretna
(Address) 204 North McKenna Avenue
P.O. Box 69
Gretna, Nebraska 68028-0069
4. CONTACT PERSON: Steven W. Perry, P.E. TITLE: City Engineer
5. TELEPHONE: (402) 399-8552
6. PROJECT LOCATION **: South of Westplains Road, one half block east of
North McKenna Avenue at Wallace Street
7. DESCRIPTION OF PROJECT **: Acquisition and phase 1 development of
approximately two-acre park site for the residents of Gretna near the
downtown area
8. TOTAL ESTIMATED COST: \$ 70,000
9. COST SHARE REQUEST: \$ 35,000
10. SIGNATURE/TITLE: ✓ James E. Warren
James E. Warren, Mayor

** Attach additional sheets as necessary.

DESCRIPTION OF THE PROJECT

The project involves the acquisition of approximately 1.8 acres of land that is contiguous with the unimproved Aberdeen Street right-of-way south of Westplains Road. The project will be developed in phases in accordance with the concept plan approved by the City Council. The development phases are:

- I. Site Acquisition, Grading, & Parking
- II. Park Shelter, Foot Bridge, & Walkway
- III. Play Structure, Lighting, & Landscaping
- IV. South Linear Project Development
- V. Street Extension & CUI-De-Sac

The project has been identified in the City's comprehensive plan and will become part of the overall walking-trail system for the community. The drainage system for the future Linear Park is presently being designed by the City Engineer with construction to begin in April of 2002.

IMPLEMENTATION SCHEDULE

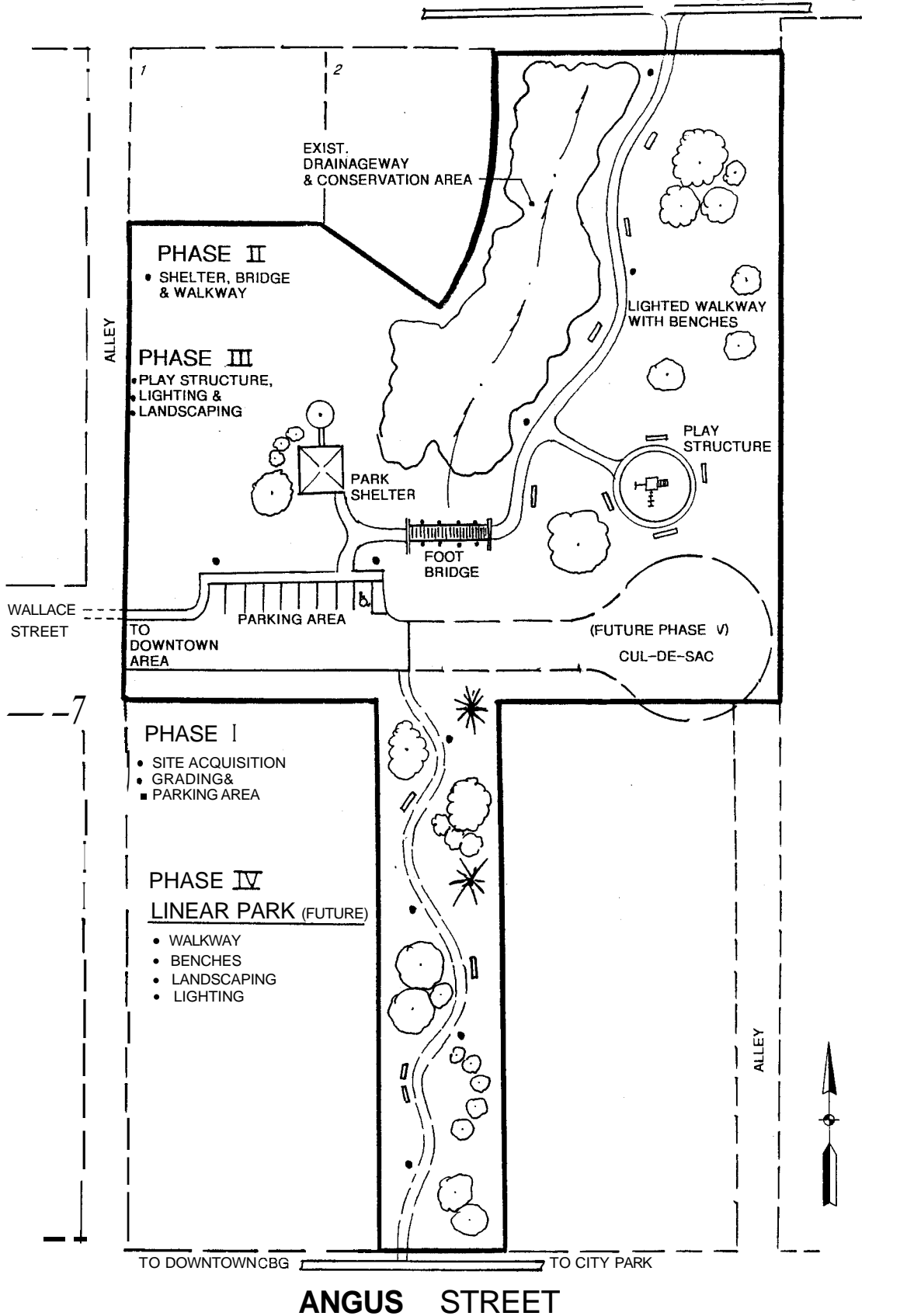
The City proposes the following schedule for Phase I of the new park project:

Land Acquisition (Closing)	August 15, 2002
Site Work (Grading & Parking Area) -	April 30, 2003
Project Closeout -	May 15, 2003

The schedule for the subsequent phases will be determined by the City Council through their yearly budgeting process and the availability of future cost-share programs.

WESTPLAINS ROAD

TO FUTURE WALKING TRAIL



NEW CITY PARK CONCEPT PLAN

ABERDEEN STREET R.O.W.
GRETNA, NEBRASKA

PREPARED BY
OLMSTED & PERRY
CONSULTING ENGINEERS INC
OPCE PROJECT NO. 22004
MARCH 4 2002

PROJECT COST ESTIMATE

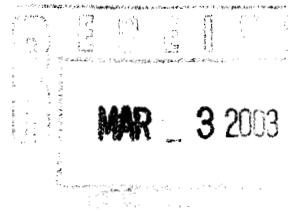
The following is the estimate of total project cost for each phase of the project:

Phase	\$ 70,000
Phase I	40,000
Phase II	65,000
Phase IV	40,000
Phase V	<u>45,000</u>
TOTAL PROJECT COST	<u>\$260,000</u>

The estimates will be updated as each phase is programmed for financing.

February 27, 2003

Gerry Bowen
Papio-Missouri NRD
8901 S 154th Street
Omaha, NE 68138



Subject: *Crystal Cove Revitalization Project*

Dear Mr. Bowen,

South Sioux City has a valuable oxbow lake resource that unfortunately has been degraded from siltation caused by many past Missouri River floods (especially the 1952 event). Crystal Cove is home to a variety of fish, bird, mammals (*muskrats; beavers*) and reptiles (*snakes*).

This is a very popular lake and offers many activities for the public. The goal of the city and our concerned partners is to restore as many of the natural features and functions of the lake as possible by a variety of means that are listed below.

1. Develop and connect more open water area within the extensive swampy or marshy lake areas for benefit of aquatic and wetland wildlife.
2. Deepen lake area for better ground water inflow and fishery habitat.
3. Provide shoreline erosion protection where needed and compatible with project purposes.
4. Open up a portion of wetland to enhance aquatic and mammalian habitat.
5. Removal of land (hawthorne) and aquatic (milfoil) vegetation detrimental to the use of the park.

This project is a result of cooperative effort among federal, state and **local** agencies and citizens.

Crystal Cove revitalization is one of the top two Section 514 projects in the United States. The project clearly shows the importance of being good stewards of our land and water resources. The Corp will contribute 65 percent of the funding of the project while local and state resources are needed to implement them. Enclosed with this letter is the current budget of the Crystal Cove project.

Most of these of the project will not take place until late fall of 2003 and will continue through fall of 2004. Funds by Papio - Missouri Natural Resources District will not be needed until this fall and next spring. So, if it works better for you, reimbursement \$25,000 in fall of 2003 or spring of 2004 and the additional \$25,000 in the fall of 2004.

If you have any other questions please call me at 402-494-7540.

Sincerely,

Jack E Wardell
Director of Parks and Recreation

City of South Sioux City, Nebraska
1615 First Avenue, South Sioux City, NE 68776-2245
Phone: 402-494-7500 Fax: 402-494-7527 TDD: 402-494-7500 ext.339
w.southsiouxcity.org

Corp Projects

1 Milfoil -Chemicals		\$	22,500.00	Corp
2 Extend Dock		\$	10,000.00	Corp
3 Dredging - Excavation		\$	690,000.00	Corp
4 Access Road		\$	15,000.00	Corp
5 Rip Rap		\$	20,000.00	Corp
6 Habitat		\$	25,000.00	Corp/To be applied for Greenspace
7 Planning/Engineering		\$	125,000.00	Corp
8 Remove Buck Throne		\$	15,000.00	Corp
9 Land		\$	200,000.00	
		\$	1,122,500.00	
Corp 65%		\$	729,625.00	
City 35%		\$	392,875.00	
EnvironmentalTrust	\$ 120,000.00			
Papio Missouri NRD	\$ 50,000.00			
Land	\$ 200,000.00			
	\$ 370,000.00	\$	22,875.00	Balance

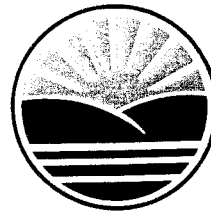
<u>Activities</u>	<u>Priority</u>	<u>Cost Estimate</u>	<u>Source</u>
1 Pave circle	Low	\$ 45,000.00	Streets Fund / Sales Tax
2 2nd Fishing Dock	High	\$ 15,000.00	Game and Parks 2004
3 Cement Boat Ramp	Medium	\$ 8,000.00	Parks and Rec Capital
4 Wood Playground Structure	Medium	\$ 80,000.00	50 % Land & Water Conservation
5 Refurbish bathroom	Low	\$ 20,000.00	City
6 Water Sewer Lines	Low	\$ 10,000.00	Water / Parks & Rec Capital
7 Gazebo	High	\$ 35,000.00	Sales Tax/ Parks and Rec Capital
8 Fountain	Medium	\$ 12,500.00	Sales Tax/ Parks and Rec Capital
9 Trails	Low	\$ 30,000.00	
		\$ 255,500.00	

Form 17.27 A

RECREATION AREA DEVELOPMENT PROGRAM

APPLICATION FORM

PAPIO-MISSOURI RIVER
NATURAL
RESOURCES
DISTRICT



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

1. DATE: March 14, 2003
2. PROJECT NAME: Northwest Area Park Development
3. PROJECT SPONSOR: City of Bellevue, NE
(Address)
210 West Mission Ave. Bellevue, NE 68005
4. CONTACT PERSON: Phil Davidson TITLE: Grant Coordinator
5. TELEPHONE: 293-3052
6. PROJECT LOCATION **: Approximately 50th & Virginia in Northwest Bellevue
near the Keystone Trail System and Copper Creek.
7. DESCRIPTION OF PROJECT **: See Attached
8. TOTAL ESTIMATED COST: \$ 92,000
9. COST SHARE REQUEST: \$ 46,000
10. SIGNATURE/TITLE: Denny Hilfiker Denny Hilfiker, Public Works Director

** Attach additional sheets as necessary.

City of Bellevue

210 West Mission Street
Bellevue, Nebraska 68005
402/ 293-3000

6. These **23** plus acres of flat land sit in the Northwest Corner of Bellevue. The legal description of the two lots is Tax Lot 1A2B and PT of Tax Lot 1A2A. These two lots are bordered on the west by the Papio Creek and on the north by Copper Creek. The lots sit adjacent to the trail system that **runs** along the Papio Creek. There **is** also easy walking access to this proposed park from the Southern Park and Copper Creek neighborhoods.

City of Bellevue

210 West Mission Avenue
Bellevue, Nebraska 68005-5299
402 / 293-3000

In 2001 the City of Bellevue started to develop plans for a park in its northwest service area. This area has been growing with residential developments for the last few decades. However **as** the residential areas have grown, the park land and recreational facilities have not kept pace with the growth of this area of the city. Residents in this area often have to drive clear across the city to participate in the recreational activities the city has to offer.

It is the goal of the City of Bellevue's Master Park Plan to try to, "Balance recreational opportunities across the city by providing new facilities in the northwest and southwest service areas". (The Bellevue Parks Plan, pg 6) The Parks Plan states that the ideal way to do this would be to link the parks and open spaces with the trails that have been developed by the Papio-Missouri River Natural Resources District and the trail activities of the City of Omaha. (The Bellevue Parks Plan, pg 7) When we first started developing this park it was because this area fit so well within the parameters laid out by the Master Park Plan. Today, as we move in to the second stage of development, it is starting to become apparent what a great location this is for a public park and recreation facility.

With the help of past grant awards from the NRD, the purchase of this property is complete and phase 1 is on target to be completed by the end of May. This will leave us with a flat grassy area with an access road off of Virginia Street that will be curbed and guttered as well as meeting all the requirements for emergency vehicles to get in and out of the park. In Phase 2 the street will be continued toward a parking area for approximately 118 cars leading toward the access point for the keystone trail system. This will provide parking for people that want to access the trail and a shelter will be built for those people on the trail that may get caught in bad weather or just want to escape the sun for a few minutes. Another highlight of Phase 2 is the creation of an approximate $\frac{3}{4}$ mile walking or jogging trail that will circle the entire park. This trail as shown in the attached plans will allow parents to take in a jog or walk while not being to far away from their kids that are practicing for the upcoming big game.

Over the past couple of years a committee of citizens from the area as well as city staff and council men have taken the original plans for this land and updated them into a project that not only the neighborhood but the entire city could be proud of. Once completed the 22 acre park will show case baseball fields, soccer/football fields, basketball and tennis courts as well as open areas and play structures. This park will provide recreational opportunities for people of all ages in the northwest area of Bellevue.

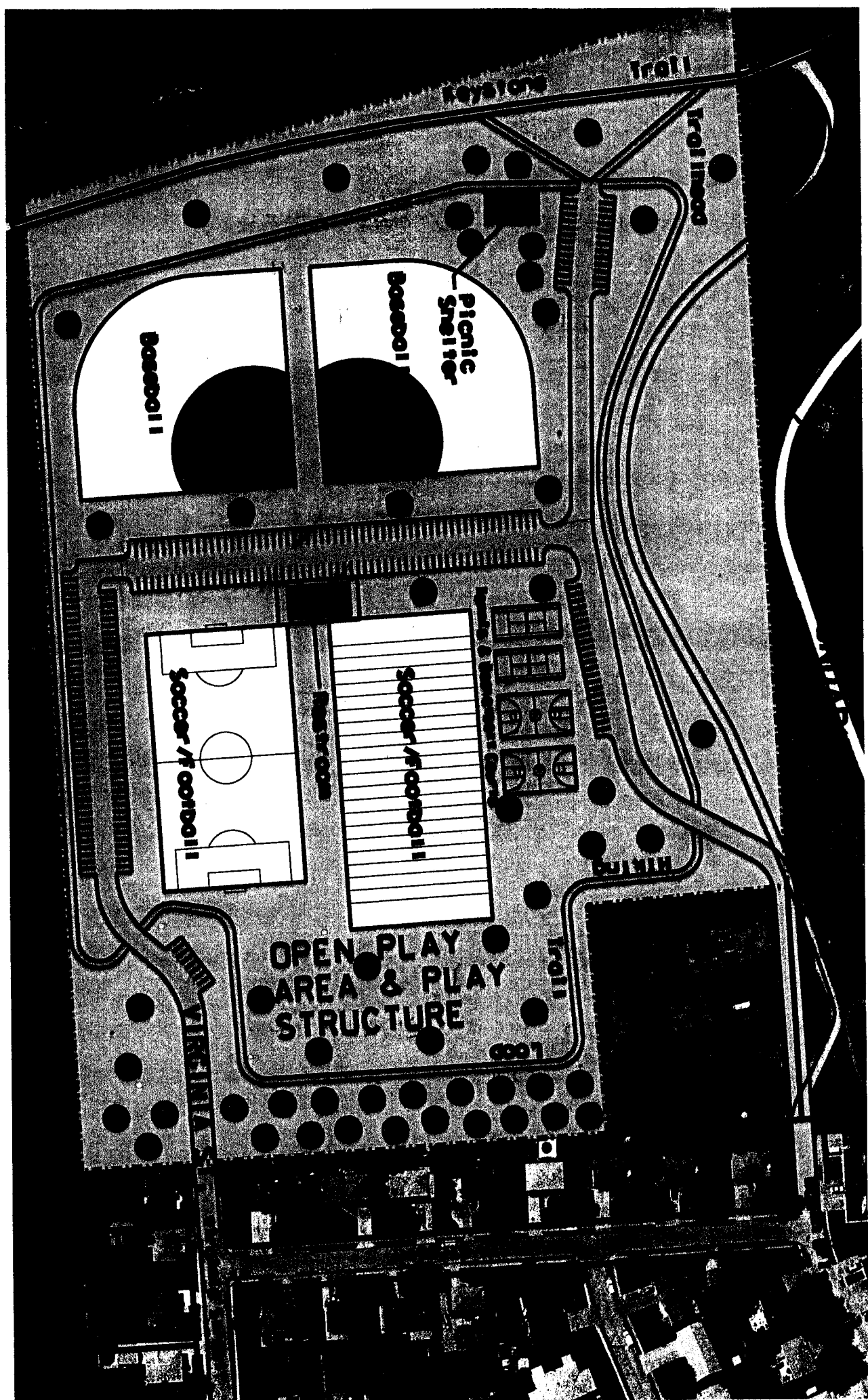
I have included a copy of the Phasing Plan that was presented to the Bellevue City Council on January 13, 2003 by City Engineer David Goedeken. This should help update what has been done and future plans for this pristine site. Notice that we have changed the walking trail from Phase 3 to Phase 2.

City of Bellevue

210 West Mission Avenue
Bellevue, Nebraska 68005-5299
402 / 293-3000

Northwest Area Park Phase 2 Cost Sheet

Paving, Concrete Curb and Gutter & Parking Lot	\$60,000
Paving, 3/4 mile Hiking/Jogging Trail	<u>\$32,000</u>
TOTAL	\$92,000





CITY OF BLAIR

FEB 11 2003

February 10, 2003

Gerry Bowen
Papio-Missouri River Natural Resources District
8901 South 154th Street
Omaha, NE 68138-3621

RE: Highway 30 Bike Trail Application

Dear Mr. Bowen:

Enclosed please find a copy of an application from the City of Blair for half of the local share for the construction of the above referenced bike trail. This bike trail has already been approved for funding through the Enhancement funding program and will be built as a part of the reconstruction of Highway 30 in Blair by the Nebraska Department of Roads. We are requesting one-half of the local share which is **\$48,887** for a total request of **\$24,443** from the NRD. I have included a copy of the agreement the city has with NDOR for the highway work which includes the bike trail.

If there are any questions, please do not hesitate to call me at **426-4 191**.

Sincerely,

Allen Schoemaker
Public Works Director

APPLICATION FORM



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

1. DATE: February 10, 2003
2. PROJECT NAME: Highway 30 Bike trail
3. PROJECT SPONSOR: City of Blair, 218 South 16th Street, Blair, NE 68008
(Address)
4. CONTACT PERSON: Allen Schoemaker TITLE: Director of Public Works
5. TELEPHONE: 402-426-4191
6. PROJECT LOCATION **: Starting at the intersection of Highways 133 & 30
then going north along the west side of the reconstructed Highway 30 to
Linclon Street.
7. DESCRIPTION OF PROJECT **: Construction of a 10' wide 6" thick concrete
bike trail along the west side of the newly ~~reconstructed~~ Highway 30.
8. TOTAL ESTIMATED COST: \$244,435.00
9. COST SHARE REQUEST: \$ 24,443.00
10. SIGNATURE/TITLE:

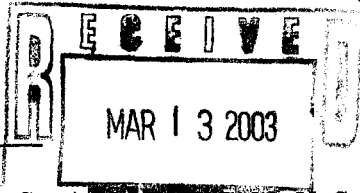
**** Attach additional sheets as necessary.**



Form 17.27 A

RECREATION AREA DEVELOPMENT PROGRAM

APPLICATION FORM



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

1. DATE: March 13, 2003
2. PROJECT NAME: Arlington Youth Sports Baseball Complex
3. PROJECT SPONSOR: Village of Arlington, NE
(Address)

P.O. Box 370 245 N. Second Street, Arlington, NE 68002
4. CONTACT PERSON: Kevin Schutt TITLE: Project coordinator
5. TELEPHONE: Work-478-4751, Home 478-4203, Cell 720-1043
6. PROJECT LOCATION **: 1st & Bell Street, Arlington, NE
7. DESCRIPTION OF PROJECT **: Baseball-Softball Complex
Four field complex with concession stand restrooms and storage facility
8. TOTAL ESTIMATED COST: \$ 496,000
9. COST SHARE REQUEST: \$ 50,000
10. SIGNATURE/TITLE: Dorothy Datch

** Attach additional sheets as necessary.

**Village of Arlington
245 North 2nd Street
Arlington, NE -478-4212
402-478-4212**

Gerry Bowen
Papio—Missouri River NRD
8901 South 154th Street
Omaha, NE 68138-3612

March 15, 2003

Dear Mr. Bowen,

Please find the enclosed the Recreation Area Development Program Application Form. This application is submitted on behalf of the Village of Arlington, Nebraska for the Arlington Youth Sports Baseball/Softball Complex.

The Village of Arlington has seen an increase in the number of children and adults who ~~use~~ the existing ball fields. The number of boys teams ~~has~~ remained constant, however our youth softball organization has seen a significant increase in participation. In the past we have not had 13 –18 year old softball teams but with the success that the younger teams have had at the state level, interest and participation has significantly increased in girls softball. The adult coed softball league has also gone from four teams several years ~~ago~~ to eleven teams this past year.

Our two existing fields in the Bell Creek Park have encountered flooding for several years. Enclosed are pictures of the flood, which took place in June of 2001. The water has been ~~as~~ high ~~as~~ the concession stand Window. The flooding caused damage to the concession equipment and field supplies. The property we are proposing to purchase for the complex is located directly north of our existing park. The fields will be about 5 foot higher and the concession stand/restroom will be about ten foot higher in elevation than the present concession stand, which is shown in the pictures.

The Arlington Youth Sports Baseball/Softball organization is spearheading the fundraising activities for this project. Planning has already started for five fundraising events this year and the organization is looking for corporate & private contributors. The community is stepping forward in the support of this project.

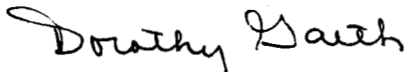
The project is broken into seven phases. We will start construction of this project when we have acquired the funds we need to complete the first four phases as shown on the enclosed Ball Field Complex cost and phase worksheet. The estimated costs on the Ball Field Complex sheet are assuming all phases are contracted or hired out. Based on

the commitments we have received from local contractors and parents who wish to volunteer their labor, we feel we can significantly reduce the overall project costs.

Enclosed is a copy of the Purchase Agreement between the Village of Arlington and White Feathers LLC, for the purchase of 18.65 acres, estimates for the engineering, grading, seeding, and landscaping portion of the project which total \$167,055. Also enclosed is the map showing the location of the ball fields.

We appreciate the time you have taken to review our request for this project. We feel this is a very worthwhile project for our community and for your funding. We look forward to hearing from you. If further information is needed or you have questions, please contact Kevin Schutt, who is the project coordinator at (work 402-478-4751, home 402-478-4203, or cell 720-1043). Thank you for your consideration of our application.

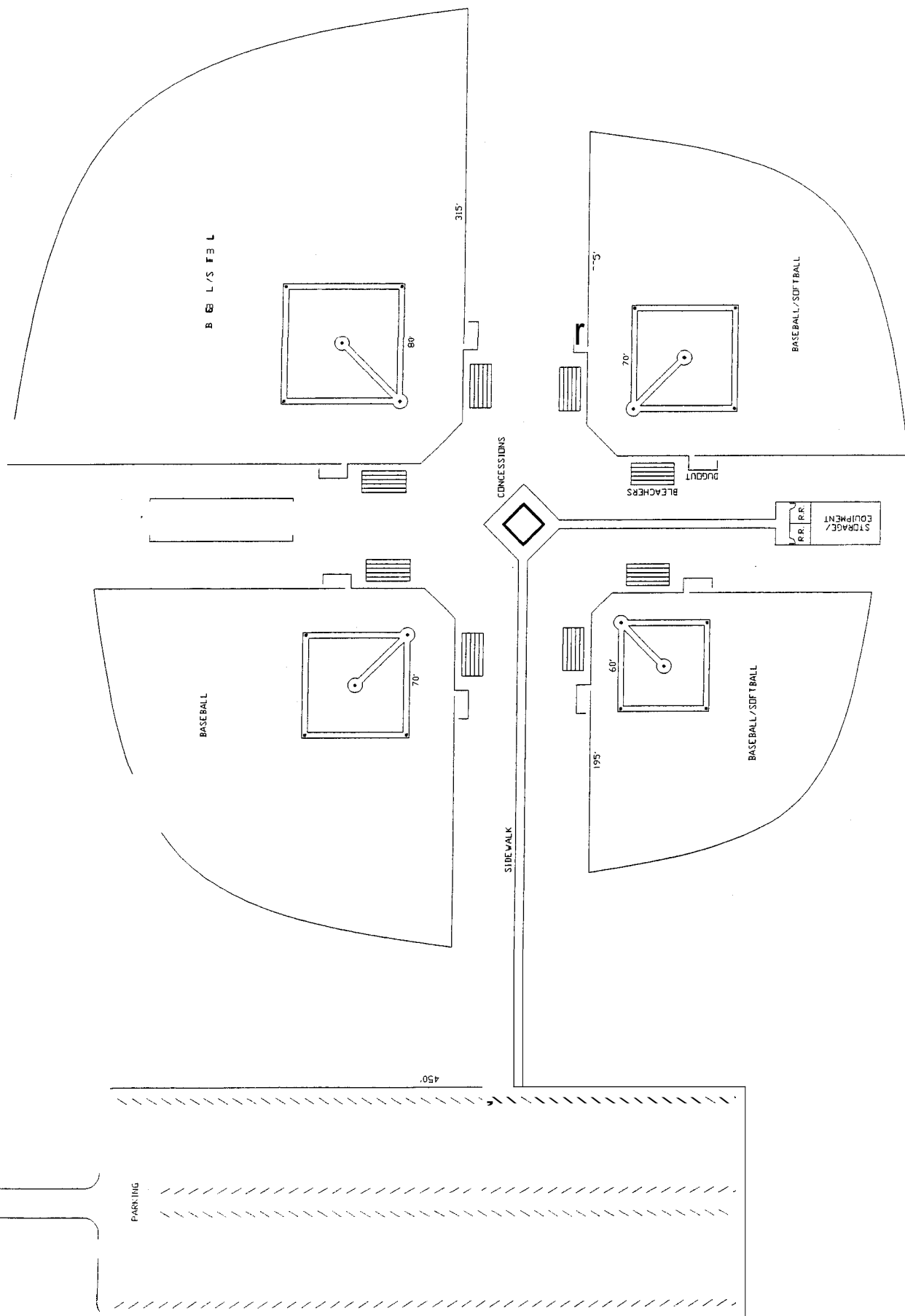
Sincerely,

A handwritten signature in black ink that reads "Dorothy Gaeth". The signature is written in a cursive, flowing style.

Dorothy Gaeth
City Clerk

Bell Street

N ↑



SCALE: 1" = 1'

BALLFIELD COMPLEX

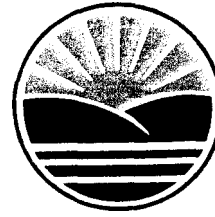
PHASES	ANTICIPATED COST
I - Land Acquisition	\$60,000
11- Consultant Engineering Surveying Architect	\$36,000
III – Site Work Grading Seeding Landscaping	\$75,000
IV – Facilities Infield Dirt Fences Dugouts Bleachers Batting Cage Parking Area Utilities	\$130,000
V – Buildings Concession Stand Restrooms Storage Building Sidewalks	\$105,000
VI -- Maintaining Mower 4-Wheeler Drags	\$20,000
VII- Finish Sprinkler Lights Scoreboards	\$70,000
TOTAL FOR PROJECT	\$496,000

Form 17.27 A

RECREATION AREA DEVELOPMENT PROGRAM

APPLICATION FORM

PAPIO-MISSOURI RIVER
NATURAL
RESOURCES
DISTRICT



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

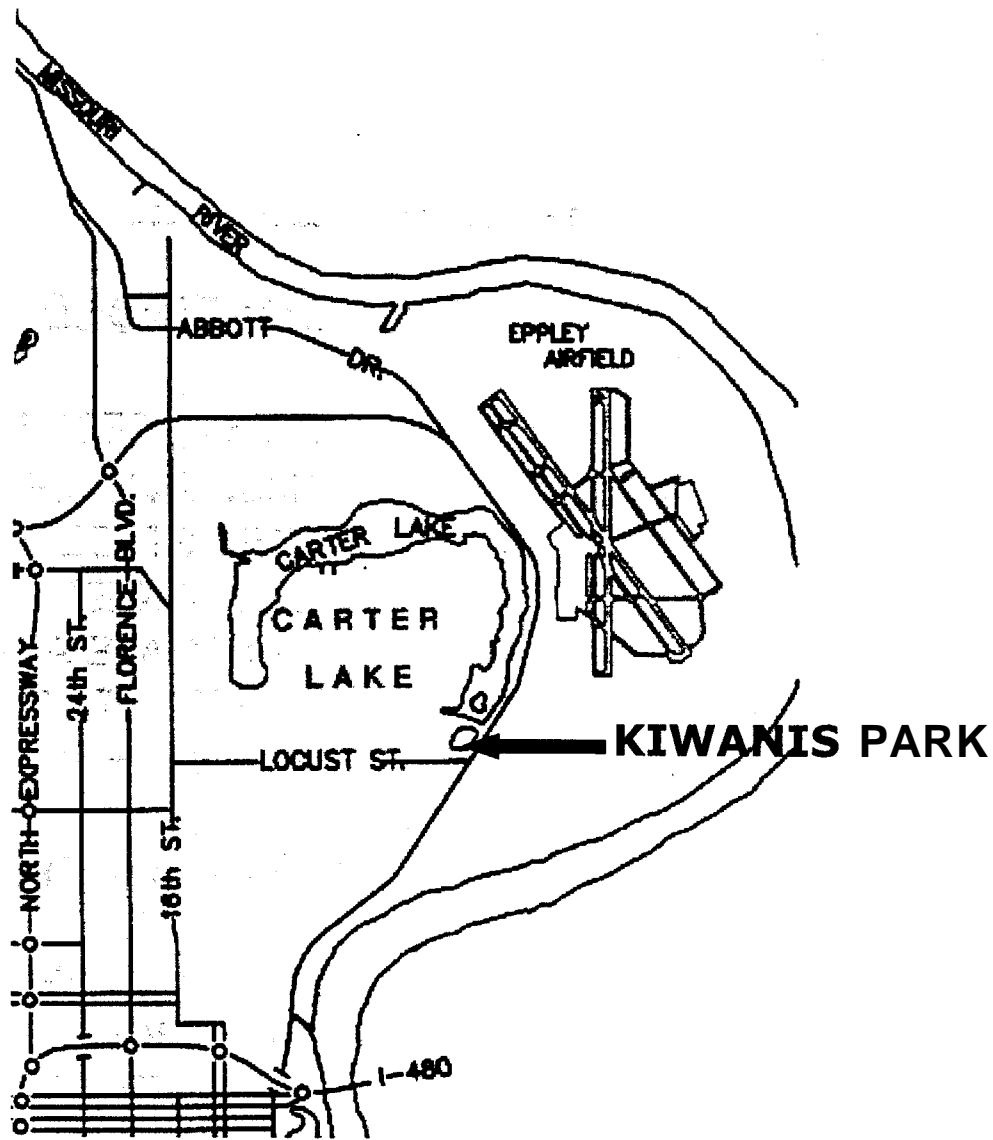
1. DATE: March 3, 2003
2. PROJECT NAME: Kiwanis Park
3. PROJECT SPONSOR: City of Omaha
(Address)
1819 Farnam, Omaha, NE 68183
4. CONTACT PERSON: Larry Foster TITLE: Acting Director
5. TELEPHONE: 444-5901
6. PROJECT LOCATION ** : Kiwanis Park,
NW corner - Abbott Drive & Locust
7. DESCRIPTION OF PROJECT ** : Renovation of existing park - includes
reshaping & deepening the pond, new trails and parking lot, landscaping
public plaza.
8. TOTAL ESTIMATED COST: \$ 1,075,122
9. COST SHARE REQUEST: \$ 50,000
10. SIGNATURE/TITLE: [Signature]

**** Attach** additional sheets as necessary.

Kiwanis Park Master Plan

Item	Quantity	Unit	Unit Cost	Total
Demolition				
Pavement				
North Parking lot	-	SF	1.00	-
South Parking Lot	6,000	SF	1.00	6,000
Walk	13,860	SF	1.00	13,860
Trees (Clearing & Grubbing)	1	JLS	5,000.00	5,000
				24,860
Earthwork				
Reshape Pond Edge	49,635	CY	5.00	248,175
Scarify & Recompact	13,644	SY	1.75	23,877
				272,052
Paving				
Walk	16,980	SF	3.50	59,430
Parking Asphalt	1,608	SY	13.00	20,904
Concrete Curb & Gutter	1,110	LF	13.00	14,430
				94,764
Signage				
Park	1	JLS	2,500.00	2,500
Kiwanis	1	JLS	25,000.00	25,000
				27,500
Trees Landscaping				
Evergreens	25	EA	300.00	7,500
Big Deciduous	47	EA	300.00	14,100
Small Deciduous	74	EA	275.00	20,350
Seeding	6.6	A	1,200.00	7,920
Irrigation	175,726	SF	0.30	52,718
Perennials	890	SF	5.00	4,450
				107,038

Amenities			
Pavilion	1 JLS	40,000.00	40,000
Flag Pole	4 E A	1,500.00	6,000
Overlook Wall	100 LF	500.00	50,000
Railing	100 LF	120.00	12,000
Overlook Columns	2 E A	2,500.00	5,000
Benches	8 E A	750.00	6,000
Trash Receptacle	9 EA	750.00	6,750
Lights	30 EA	3,000.00	90,000
Picnic Table	6 EA	1,200.00	7,200
Fountain (Already installed)			
			<hr/> 222,950
Subtotal			<hr/> 749,164
Contingency			140,499
Engineering			185,459
Total			<hr/> 1,075,122



PAPIO-MISSOURI RIVER
NATURAL
RESOURCES
DISTRICT



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

Form 17.27 A

RECREATION AREA DEVELOPMENT PROGRAM

APPLICATION FORM

1. DATE: March 10, 2003
2. PROJECT NAME: City Central Park Development
3. PROJECT SPONSOR: CITY OF GRETNA
(Address) 204 North McKenna Avenue
P.O. Box 69
Gretna, Nebraska 68028-0069
4. CONTACT PERSON: Steven W. Perry, P.E. TITLE: City Engineer
5. TELEPHONE: (402) 399-8552
6. PROJECT LOCATION **: City Park located south of Westplains Road at
Aberdeen Street right-of-way
7. DESCRIPTION OF PROJECT **: Develop new City Park in the central part
of town with a shelter, paved walkways, and drainage improvements
8. TOTAL ESTIMATED COST: \$ 45,000
9. COST SHARE REQUEST: \$ 22,500
10. SIGNATURE/TITLE: James E. Warren, Mayor

** Attach additional sheets as necessary.

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
 RECREATION AREA DEVELOPMENT PROGRAM
 GRETNA, NEBRASKA
 OPCE PROJECT NO. 23004-06

DESCRIPTION OF THE PROJECT

The project involves the Phase II development of the new central park located south of Westplains Road adjacent to the unimproved Aberdeen Street right-of-way. The Phase II project involves the following:

- Park Shelter
- Walkway with Footbridge to Westplains Road
- Site Grading
- Seeding & Erosion Control

The project has been identified in the City's comprehensive plan and will become part of the overall walking-trail system for the community.

The remaining phases for the park are as follows:

- Phase III - Play Structure/Lighting/Landscaping
- Phase IV - South Linear Park Development
- Phase V - Street Extension & Turnaround

The estimated total cost to fully develop the park is \$275,000.

IMPLEMENTATION SCHEDULE

The City proposes the following schedule for Phase V of the central park project:

- Complete Plans & Specifications - February, 2004
- Review Bids & Award Contracts - April, 2004
- Complete Construction - June, 2004
- Project Closeout - July, 2004

PROJECT COST ESTIMATE

Construction	\$39,500
• Site Grading	
• Shelter	
• Walkway/Bridge	
Engineering/Surveying	4,500
Legal/Administrative	<u>1,000</u>
Total Project Cost	<u>\$45,000</u>

OLMSTED & PERRY CONSULTING ENGINEERS INC.

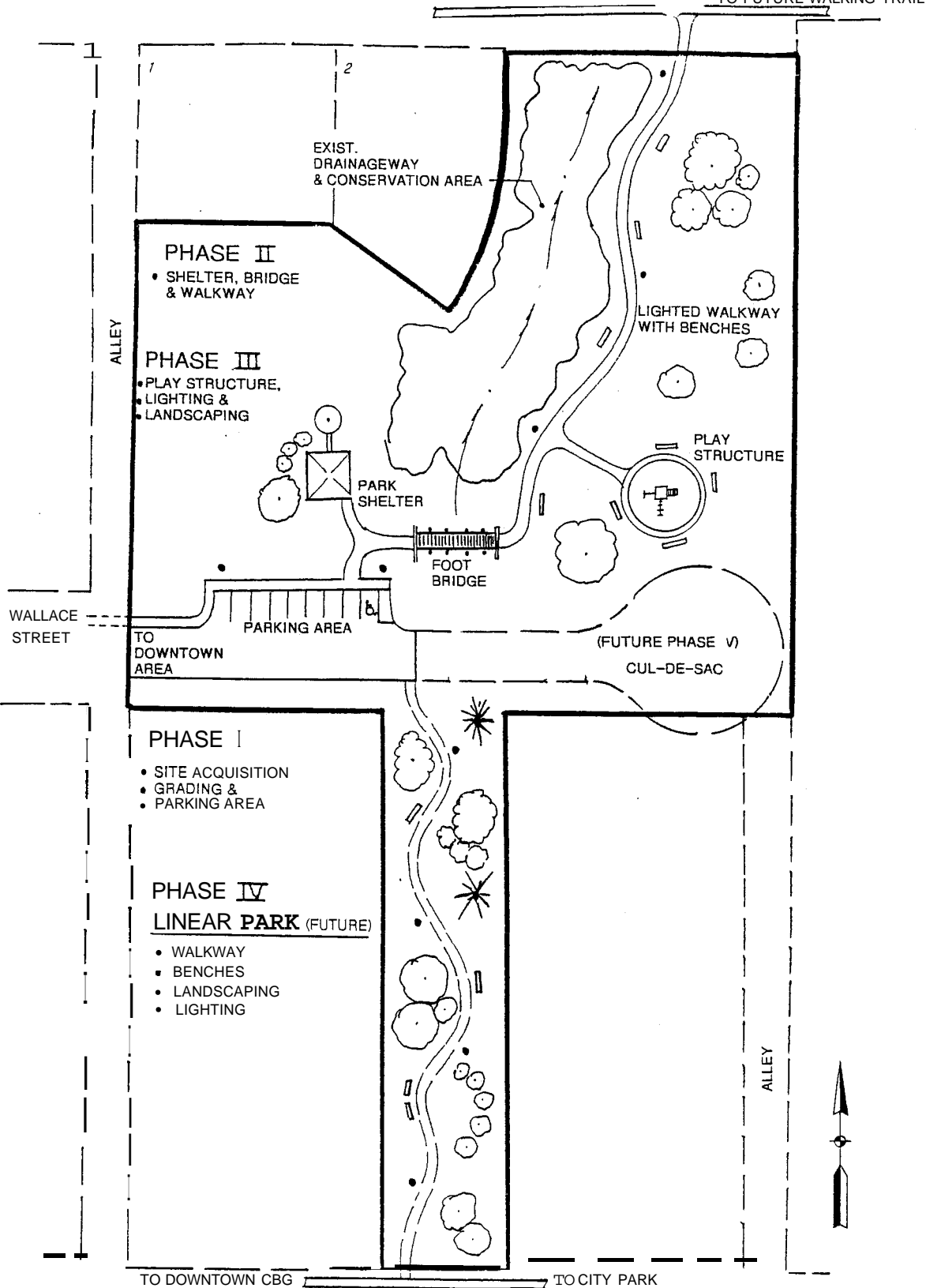
10730 Pacific Street • Suite 232 • Omaha, Nebraska 68114-4700

Phone: 402-399-8552

Fax: 402-399-9852

WESTPLAINS ROAD

TO FUTURE WALKING TRAIL



ANGUS STREET

NEW CITY PARK CONCEPT PLAN

ABERDEEN STREET R.O.W.
GRETNNA, NEBRASKA

PREPARED BY
OLMSTED & PERRY
CONSULTING ENGINEERS INC
OPCE PROJECT NO. 22004
MARCH 4 2002

17.17 URBAN DRAINAGEWAY PROGRAM

The Urban Drainageway Program is an authorized program of the District to provide technical and financial assistance to municipalities to control erosion and/or flooding along major urban drainageways.

A. Criteria for Assistance

- (1) An eligible project involves improvements made on any major drainageway (open channel) in a developed, urban area where erosion or flooding threatens public or private property.
- (2) Each project must be sponsored by a municipality, or other unit of government (including S&IDs) with authority and capability to carry out the project.
- (3) Eligible measures include:
 - (a) channel stabilization measures (liners, gabions, wiers)
 - (b) stormwater management facilities (improved channels, detention structures)
 - (c) grade stabilization structures.
- (4) An enclosed storm sewer is not an eligible project.
- (5) Eligible projects shall be less than \$1.5 million in total cost.
- (6) Approved projects may be implemented over a period of consecutive years.
- (7) **All** measures must be technically feasible and environmentally acceptable.

B. District Responsibilities

- (1) Administer the Urban Drainageway Program.
- (2) Review and prioritize all applications.
- (3) Provide 60% cost-sharing on all eligible costs of the project. Eligible costs shall include all costs associated with design, construction, and construction inspection. The following shall also apply:
 - (a) Sponsor's "in-house" design and construction inspection costs are eligible for cost-sharing provided that the work is performed or supervised by a licensed professional engineer.
 - (b) Construction must be performed by a qualified contractor. Reimbursement for use of Sponsor's equipment is not an eligible cost.
 - (c) Preliminary study costs (if necessary) are eligible for cost-sharing only if the project is installed.
- (4) The District may require construction of component parts in consecutive years.
- (5) The District reserves the right to approve or reject plans, specifications, and/or implementation schedules.
- (6) The District shall budget funds for the component parts of all approved

projects. Previously approved projects have priority for funding.

C. Sponsor Responsibilities

- (1) The sponsor shall submit an application on forms provided by the District (Urban Drainageway Program Application, Form 17.17, Manual of Standard Forms, Appendix E).
- (2) The sponsor shall submit preliminary plans with the application. The following items should be included:
 - (a) total estimated cost
 - (b) implementation schedule, including estimated costs for component parts.
 - (c) environmental acceptability statement.
 - (d) preliminary survey and design information.
 - (e) location maps.
- (3) The sponsor shall obtain all land rights for the project at no cost to the District.
- (4) The sponsor shall provide all future operation and maintenance on the project at no cost to the District.
- (5) The sponsor must comply with all local, state, and federal laws.
- (6) The sponsor must obtain all local, state, and federal permits necessary for the project.
- (7) The sponsor shall administer all contracts for design, construction and construction inspection.
- (8) The sponsor shall hold and save the District free from damages or claims due to the design, construction, or operation and maintenance of the project.
- (9) The sponsor shall execute an agreement with the District which will outline these guidelines.

D. Requesting Reimbursement

- (1) Upon completion of construction of each component, reimbursement may be requested by the sponsor by providing the following:
 - (a) Certificate of Completion, signed by a licensed, professional engineer.
 - (b) Copies of final pay estimates which shows total units, unit costs, and total component costs.
- (2) Progress payments on individual components will not be allowed.

(September 10, 1987)



February 28, 2003

Mr. Gerry Brown
Papio-Missouri River Natural Resources District
8901 S. 154th Street
Omaha, Nebraska 68138-3621

RE: Urban Drainage Program
Fort Calhoun, Nebraska Drainage Improvements
Jefferson Street to Stevenson Street
TSA Project No. 345318

Dear Gerry:

The City Attorney, Mr. Larry Brodkey, has reviewed the draft of the Interlocal Agreement dated April 11, 2001 (copy attached). He has indicated his concurrence as to form and will recommend acceptance by the City Council when presented for action.

As you know, the City recently bid the project and received an excellent response. We anticipate the Council will award the project at the March 17, 2003 council meeting to M.E. Collins Construction for the bid amount of \$290,118.30 (Bid Tab enclosed).

The City's estimated total project cost eligible for the 60% NRD funding is as follows:

Estimated Engineering, Design, Public Meetings and Geotechnical Investigation/Report	\$ 55,000.00
Construction Contract Amount	\$290,118.30
Estimated Construction Phase Engineering Services	<u>\$ 40,000.00</u>
Subtotal:	\$380,118.83
Contingencies 15%	<u>\$ 57,041.17</u>
Estimated Total Project Cost	\$442,160.00
Reimbursement Rate by NRD	60%
Estimated Total NRD Share	<u><u>\$265,296.00</u></u>

**Architects
Engineers**

1044 North 115th Street, Suite 300
Omaha, Nebraska 68154-4436
402.493.4800
fax 402.493.7951
www.schemmer.com



Urban Drainage Program
Fort Calhoun, Nebraska Drainage Improvements
Jefferson Street to Stevenson Street
February 28, 2003
Page 2

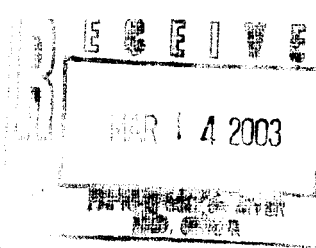
The City of Fort Calhoun appreciates the Districts support and funding assistance in completing this important project. Please call me if you have any questions or require additional information.

Sincerely,

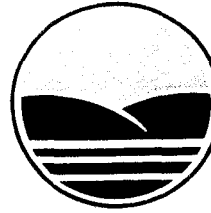
THE SCHEMMER ASSOCIATES INC.
Architects – Engineers

Ronald J. Woracek, P.E.
Manager, Engineering

C: Mayor Oestmann
Linda Welsher
Larry Brodkey



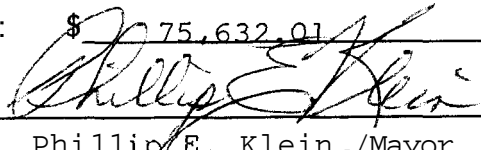
PAPIO-MISSOURI RIVER
NATURAL
RESOURCES
DISTRICT



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

URBAN DRAINAGEWAY PROGRAM

SPECIAL PROJECT REQUEST APPLICATION

1. Date: March 10, 2003
 2. Project Name: West Branch of Papio Creek (Phase III)
 3. Project Sponsor: City of Elkhorn
Address: P. O. Box 386
City/State/Zip Elkhorn, NE 68022
 4. Contact Person: Don Eikmeier Title: City Administrator
 5. Telephone: 402-289-2678 Ext. 303
E-Mail - deikmeier@elkhorncity.net
 6. Project Location: ~~Beginning immediately downstream from the I.D.R.R.~~
Bridge across West Papio east to Main Street bridge.
 7. Description of Problem: * The streambed is degrading, which causes
bank erosion. Banks are overgrown with trees and brush. The
creek has had a history of flooding.
 8. Proposed Solution: * Continue with the streambed stabilization that
was initiated with Phase I (1999) and Phase II (2001) projects.
 9. Total Estimated Cost: \$ 126,053.35 Continued on P. 2
 10. Cost Share Request: \$ 75,632.01
 11. Signature/Title: 
Phillip E. Klein, Mayor
- Attach additional sheets as necessary.

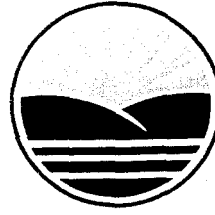
URBAN DRAINAGEWAY PROGRAM

Continuation of 8. The City will grade and seed stream banks for improved flow, while at the same time minimizing impact on vegetation outside of the stream banks.

West Branch Papio Creek, Phase 3 - From UPRR Bridge to Main Street Bridge

Item #	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization	1	Lump Sum	\$ 6,654.00	\$ 6,654.00
2	General Clearing & Grubbing	1	Lump Sum	\$25,000.00	\$ 25,000.00
3	Earthwork	2700	Cu Yds	\$ 3.50	\$ 9,450.00
4	Embankment	600	Cu Yds	\$ 4.50	\$ 2,700.00
5	Hauling Excavated Material	1900	Cu Yds	\$ 3.00	\$ 5,700.00
6	Seeding - Channel	0.75	Acres	\$ 1,000.00	\$ 750.00
7	Seeding - Overbank	1	Acres	\$ 1,500.00	\$ 1,500.00
8	Erosion Control Matting (temporary)	3600	Sq Yds	\$ 2.50	\$ 9,000.00
9	HP 8 x 36' Steel Piling	180	Lin Ft	\$ 20.00	\$ 3,600.00
10	Wire Mesh Panels	80	Lin Ft	\$ 20.00	\$ 1,600.00
11	Rock Riprap Type C	450	Tons	\$ 25.00	\$ 11,250.00
12	Excavation for drainage Ditches	75	Lin Ft	\$ 5.00	\$ 375.00
13	Area Inlets	2	Each	\$ 2,000.00	\$ 4,000.00
14	18' CMP	80	Lin Ft	\$ 30.00	\$ 2,400.00
15	Repair Manhole	1	Each	\$ 350.00	\$ 350.00
	Tree's to replace those removed as per Corps				
16	Permit	10	Each	\$ 550.00	\$ 5,500.00
Subtotal =					\$ 89,829.00
Contingencies =					\$ 13,474.35
Total Construction Costs =					\$ 103,303.35
Preliminary Engineering and Design =					\$ 12,400.00
Construction and Administrative Costs =					\$ 10,350.00
Total Project Costs =					\$ 126,053.35
60% NRD Match =					\$ 75,632.01
40% City Match (does not include cost of RR Permit or Property Easements) =					\$ 50,421.34

PAPIO-MISSOURI RIVER
NATURAL
RESOURCES
DISTRICT



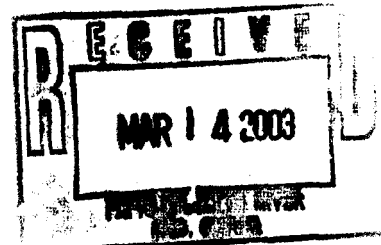
8901 S. 154TH ST
OMAHA, NE 68138-3621
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FAX (402) 895-6543

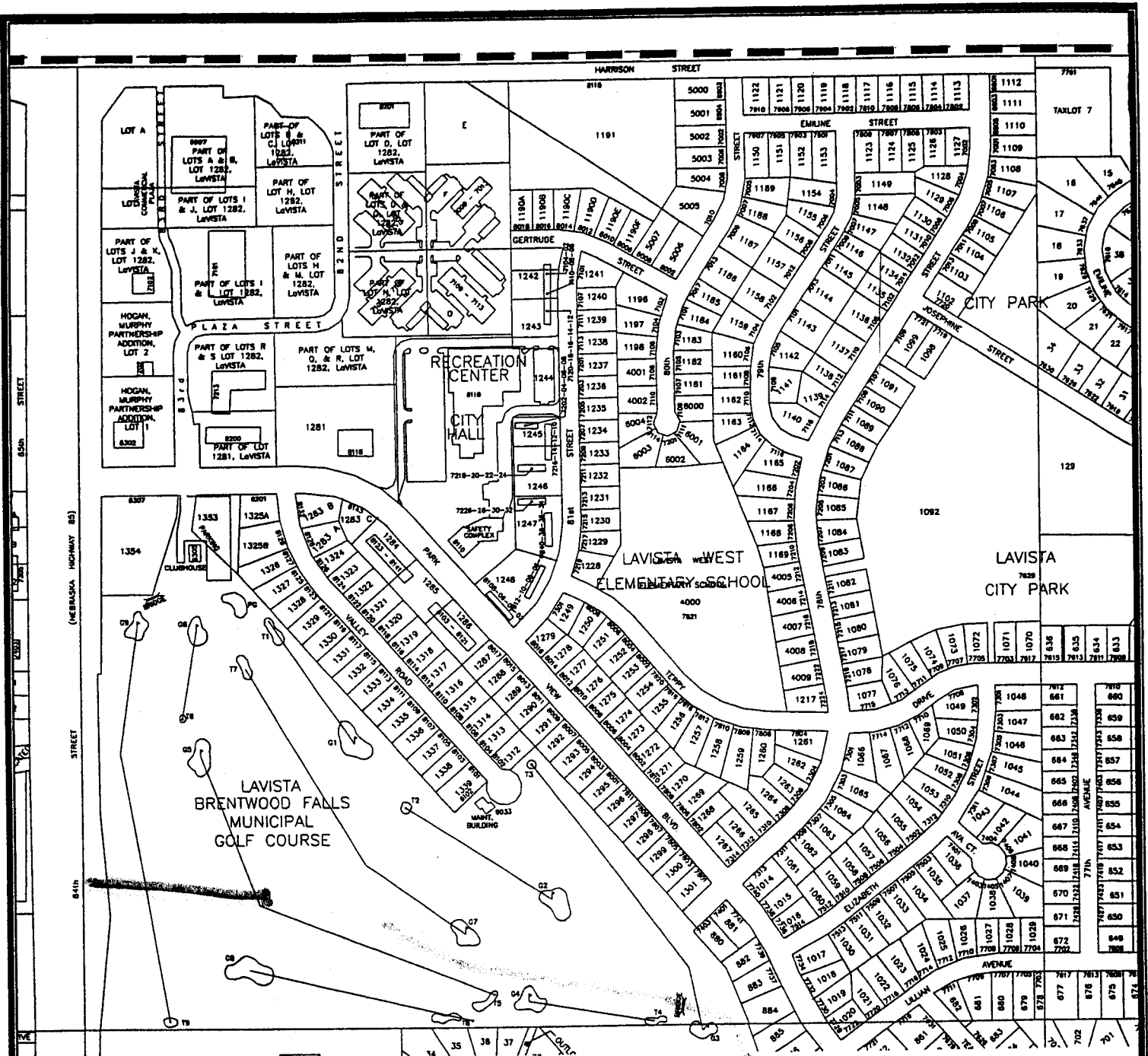
URBAN DRAINAGEWAY PROGRAM

SPECIAL PROJECT REQUEST APPLICATION

1. Date: 03/12/03
2. Project Name: Thompson Creek Channel Phase IV
3. Project Sponsor: City of La Vista - Public Works Department
Address: 9900 Cornhusker Road
City/State/Zip La Vista, NE 68128
4. Contact Person: Joe Soucie Title: Director
5. Telephone: (402) 331-8927
6. Project Location: East of 84th Street between Park View Boulevard
and Summer Drive. Located on La Vista Falls Golf Course.
7. Description of Problem: * Continued erosion of channel bed. Overflow
of existing tube culverts, erodes fairway on a regular
basis.
8. Proposed Solution: * Remove existing culverts; grade new channel;
install channel lining and concrete energy dissipater.
Install new walk bridge.
9. Total Estimated Cost: Eligible Cost: \$170,950
\$ Total Project: \$205,920
10. Cost Share Request: \$ 102,570
11. Signature/Title: Joe Soucie Public Works Director

- Attach additional sheets as necessary.





Thompson Creek
Golf Course Lake
Project Area

Thompson Creek Channel Phase IV
Golf Course-84th St. to pond

TDD 171-292
10-Mar-03

ITEM	DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
Schedule I - Eligible Items					
1	Clearing, Grubbing & Salvage Soils	1	LS	\$5,000.00 /LS	\$ 5,000.00
2	Prepare Box Culvert for Extension	1	LS	\$ 2,000.00 /LS	\$ 2,000.00
3	Reinf. Conc. Energy Dissipator	30	CY	\$ 600.00 /L.F.	\$ 18,000.00
4	Woven Geotextile Fabric	2000	SY	\$ 2.00 /EA.	\$ 4,000.00
5	Crushed Rock Bedding	600	TN	\$ 20.00 /TN	\$ 12,000.00
6	Non-Woven Geotextile	2,000	SY	\$ 1.50 /SY	\$ 3,000.00
7	Articulated Conc. Blk. Revetment	2000	SY	\$ 40.00 /SY	\$ 80,000.00
8	Respread Salvaged Soil	1	LS	\$ 1,500.00 /LS	\$ 1,500.00
9	Plantings in Lining Cells	1	LS	\$3,000.00 /LS	\$ 3,000.00
10	Remove Pavement	300	S.Y.	\$ 10.00 /S.Y.	\$ 3,000.00
11	Reserved	0	S.F.	\$ - /S.F.	\$ -
12	Reserved	0	EA.	\$ - /EA	\$ -
13	Reserved	0	C.Y.	\$ - /C.Y.	\$ -
14	Reserved	0	S.F.	\$ - /S.F.	\$ -

ESTIMATED TOTAL CONSTRUCTION COSTS	\$ 131,500.00
CONTINGENCY, 15%	\$ 19,725.00
ENGINEERING, 15%	\$ 19,725.00
ESTIMATED TOTAL ELIGIBLE COSTS	\$ 170,950.00

Schedule II • Non Eligible Items				
15 Remove & Relay 2" Irrigation	200 LF	\$7.00 /LF	\$	1,400.00
16 Remove & Relay 4" Irrigation	200 LF	\$10.00 /LF	\$	2,000.00
17 Construct Pedestrian Bridge	300 SF	\$80.00 /LF	\$	24,000.00
18 Restore Fairway Grass	1 LS	\$3,000.00 /LS	\$	3,000.00
19 Bridge Approaches, By City Forces (Not in Estimate)				

ESTIMATED TOTAL CONSTRUCTION COSTS	\$ 30,400.00
ENGINEERING, 15%	\$ 4,560.00
ESTIMATED TOTAL NON-ELIGIBLE COSTS	\$ 34,960.00

URBAN DRAINAGEWAY PROGRAM

SPECIAL PROJECT REQUEST APPLICATION

1. Date: **FEBRUARY 19TH, 2003**
2. Project Name: **REGENCY STORM OUTLET RE-CONSTRUCTION**
3. Project Sponsor: **CITY OF OMAHA - PUBLIC WORKS DEPARTMENT**
Address: **SUITE 604**
1819 FARNAM STREET
City/State/Zip: **OMAHA, NEBRASKA 68183**
4. Contact Person: **SCOTT McINTYRE** Title: **DESIGN ENGINEER**
5. Telephone: **(402) 444-5100**
6. Project Location: **East Bank Tributary of the Big Papillion Creek**
approximately . . 300' Downstream (East) of I-680
within S.W. ¼ SECTION 21, T-15-N, R-12-E

7. Description of Problem:

Urbanization of this watershed is reaching an ultimate development stage. Periodic high-level discharges at the existing 108" outlet can be anticipated to occur with an increase of regularity. The outlet velocities associated with these discharges are creating undercutting problems within the B.P.C. (Big Papillion Creek). The low flow area of the Creek is lined with rock riprap throughout this reach. High velocity discharges are now displacing the rock riprap lining immediately below the 108" location. Undercutting of the west channel bank (opposite and also downstream of the outlet) has begun. The proximity of the existing outlet structure to the east toe of the Creek does not offer sufficient distance to affect any reasonable level of reduction of these outlet velocities.

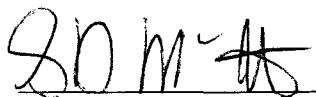
8. Proposed Solution:

Several modifications to the system/outlet were considered. Internal baffles constructed within the 108" pipe (under its present configuration) are deemed too restrictive to the overall performance of the system. Removal of the outlet and a portion of pipe to accommodate a longer run-out channel entering the Creek would require the permanent removal of the benched area along the east side of the creek at this location. This would severely limit the ability to move equipment and materials along the east bank of the creek during future maintenance efforts.

The proposed option is to totally re-construct the outlet portion of the system in a manner that permits retaining the present bench area within the Creek. This would help to avoid expensive reconstruction of large segments of the Trail system in the event that channel work became necessary at some future date.

The project would include the construction of a transitional splitter section between the 108" pipe and the outlet to affect an approximate 30% initial reduction of excessive outlet velocities.

An impact/stilling basin would also be constructed downstream of the splitter to bring the anticipated outlet velocities within acceptable limits.

9. Total Estimated Cost: \$ 204,000
10. Cost Share Request: \$ 122,300
11. Signature/Title: 
Scott McIntyre, P.E. Design Engineer

PRELIMINARY ENGINEERS ESTIMATE
OPW 50029 CONCEPT PLAN "D"

REGENCY

DATE

2/19/03

STORM OUTLET
REXONSTRUCTION

BY

Art Goodwin

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	R.O.W. - STAGING AREA - TEMP. EASEMENT (RE: \$ /S.F.)	19,500	S.F.	0.09 \$	1,755.00
2	R.O.W. - INGRESS / EGRESS - TEMP. EASEMENT (RE: \$ /S.F.)	5,750	S.F.	0.50 \$	2,875.00
3	EARTHWORK (EXCAVATION)	1,750	C.Y.	4.00 \$	7,000.00
4	EARTHWORK (TEMPORARY EMBANKMENT)	400	C.Y.	6.00 \$	2,400.00
5	TEMPORARY LOW LEVEL CROSSING W/ 30" CULVERT	1	L.S.	7,500.00 \$	7,500.00
6	CRUSHED ROCK (TEMPORARY SURFACING)	90	TON	28.00 \$	2,520.00
7	REMOVE R.C. OUTLET STRUCTURE	1	L.S.	5,000.00 \$	5,000.00
8	REMOVE 108" R.C.P.	52	L.F.	95.00 \$	4,940.00
9	CRUSHED ROCK (BEDDING / BASE COURSE)	100	TON	25.00 \$	2,500.00
10	CONSTRUCT R.C. TRANSITION SECTION (12 L.F.)	20	C.Y.	450.00 \$	9,000.00
11	CONSTRUCT SPLITTER STRUCTURE (w/ (2) 6' x 8" R.C. BOX	76	C.Y.	450.00 \$	34,200.00
12	CONSTRUCT R.C. IMPACT STILLING BASIN (34' W. x 24 L.F.)	106	C.Y.	450.00 \$	47,700.00
13	CONSTRUCT PILING (36' W. x 20' L.)	720	S.F.	25.00 \$	18,000.00
14	REMOVE & REPLACE 6" CONCRETE TRAIL	65	S.Y.	50.00 \$	3,250.00
15	RE-DISTRIBUTE ROCK RIP-RAP	270	C.Y.	5.00 \$	1,350.00
16	CRUSHED ROCK (RESTORE STAGING AREA SURFACING)"	90	TON	25.00 \$	2,250.00
17	CRUSHED ROCK (RESTORE NRD MTCE ROAD SURFACING)	45	TON	25.00 \$	1,125.00
18	RESTORE CIRCULATION DRIVE (R. & R. CURB & GUTTER)	50	L.F.	10.00 \$	500.00
19	RESTORE CIRCULATION DRIVE (MILLING?)	500	S.Y.	2.00 \$	1,000.00
20	RESTORE CIRCULATION DRIVE (ALLOW 3" ASPH. SURFACE)	90	TON	75.00 \$	6,750.00
21	SEEDING CHANNEL	2,850	S.Y.	2.00 \$	5,700.00
22	SEEDING (TYPE "B")	600	S.Y.	2.00 \$	1,200.00

CONSTRUCTION "CONTINGENCIES" @ +12%+ = \$ 168,515.00
 CONSTRUCTION "MANAGEMENT" @ +8%+ = \$ 20,221.80
\$ 188,736.80
 CONSTRUCTION "MANAGEMENT" @ +8%+ = \$ 15,098.94

CONCEPT PLAN (INCLUDES COMPONENTS 1 & 4) = \$ 203,835.74

P-MRNRD COST SHARE AT 60% = \$ 122,301.45
CITY COST SHARE AT 40% = \$ 81,534.30

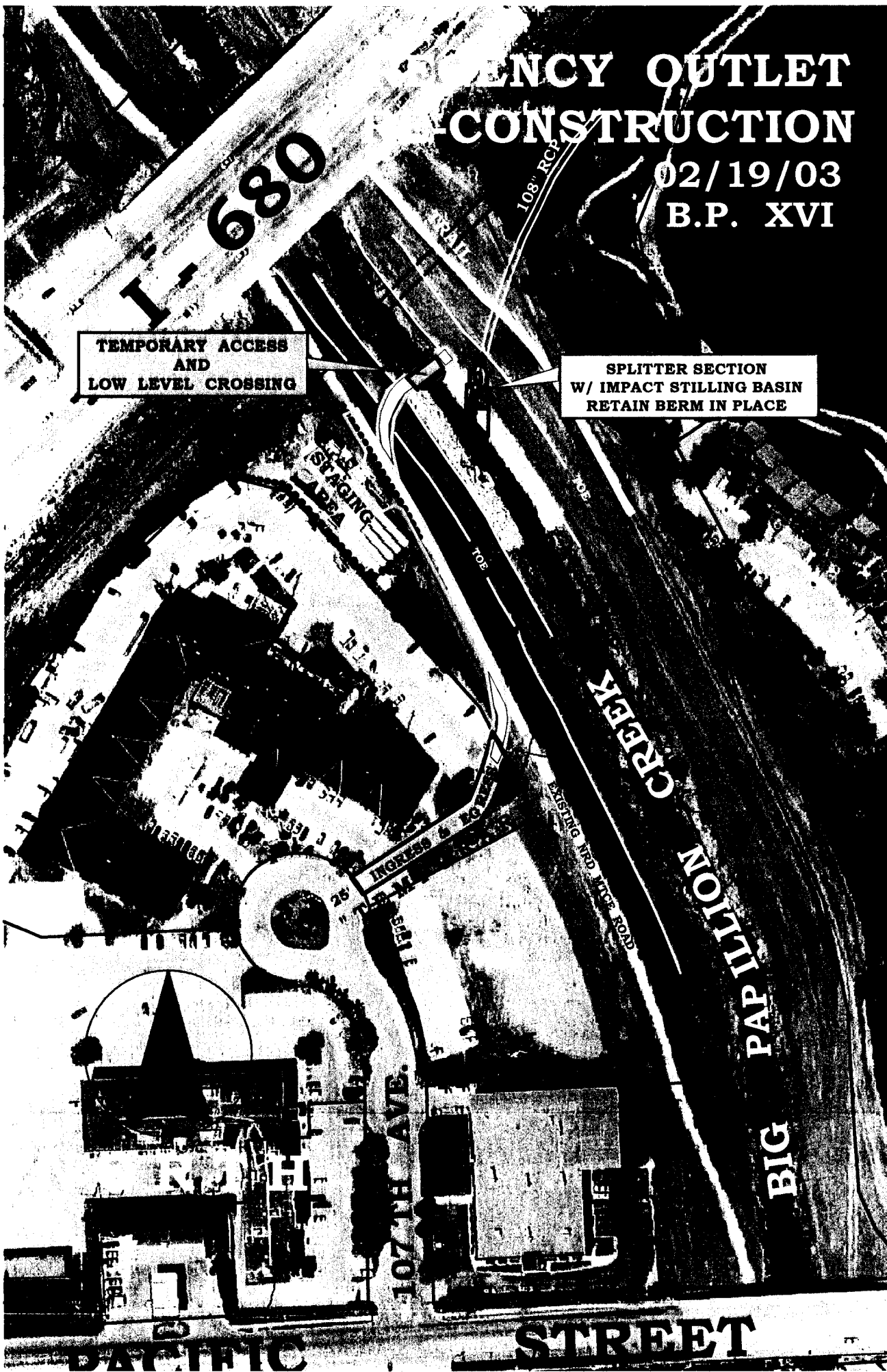
EMERGENCY OUTLET CONSTRUCTION

02/19/03

B.P. XVI

TEMPORARY ACCESS
AND
LOW LEVEL CROSSING

SPLITTER SECTION
W/ IMPACT STILLING BASIN
RETAIN BERM IN PLACE



17.0 URBAN CONSERVATION ASSISTANCE PROGRAM

The Urban Conservation Assistance Program is an authorized program of the District to provide technical and financial assistance to units of government (sponsors) and citizen groups to help prevent or control erosion, flooding, and related resource concerns in urbanized areas.

A. Criteria for Eligible Projects

- (1) Benefits must accrue to more than one landowner
- (2) Be located on publicly owned land
- (3) Acceptable practices:
 - (a) permanent grade stabilization structures
 - (b) channel stabilization measures
 - (c) stormwater management facilities
 - (d) diversions and terraces
 - (e) permanent seeding, sodding, and mulching of critical areas
(\$100 per acre maximum)
- (4) An enclosed storm sewer is not an eligible practice.

B. Level of District Assistance

- (1) Provide 60% of actual contracted construction costs up to a maximum of \$25,000 on each project.
- (2) All projects approved by Management.
- (3) Applications are considered on a "first come, first served" basis.
- (4) Provide technical assistance by Staff in review and guidance on projects.
- (5) Provide sponsor with UCAP Guidelines for Local Sponsors, Form 17.0.A, Manual of Standard Forms (Appendix E).

C. Sponsor Requirements

- (1) Complete District's UCAP Special Project Request, Form 17.0.B, Manual of Standard Forms (Appendix E).
- (2) Execute and fulfill the District's Special Project Operation and Maintenance Agreement, Form 17.0.C, Manual of Standard Forms (Appendix E).
- (3) Provide all necessary land rights.
- (4) Provide local matching funds.
- (5) Contract for the construction of the approved project.
- (6) Begin construction within one year of approval.

(February 5, 1987; February 9, 1989)

PAPIO-MISSOURI RIVER
NATURAL
RESOURCES
DISTRICT

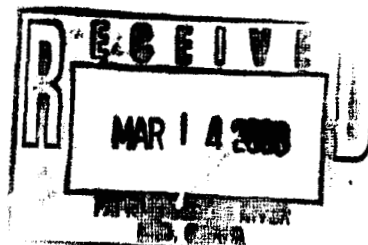


URBAN CONSERVATION ASSISTANCE PROGRAM

SPECIAL PROJECT REQUEST APPLICATION

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

1. Date: 03/12/03
 2. Project Name: Giles Road (66th Street to La Vista Drive)
Erosion Control Project
 3. Project Sponsor: City of La Vista Public Works Department
Address: 9900 Cornhusker Road
City/State/Zip La Vista, NE 68128
 4. Contact Person: Joe Soucie Title: Director
 5. Telephone: (402)331-8927
 6. Project Location: North side of Giles Road from 66th Street to
La Vista Drive. Area from the road shoulder to homeowners
property line.
 7. Description of Problem: * Continued erosion during wet weather
conditions. Unable to get drilled-in seed to take root.
 8. Proposed Solution: * Re-grade area, seed and install erosion
control blankets: In conjunction, install GeoRidge flow
dissipaters.
 9. Total Estimated Cost: \$ 15,525.00
 10. Cost Share Request: \$ 9,315.00
 11. Signature/Title: Joe Soucie Public Works Director
- Attach additional sheets as necessary.

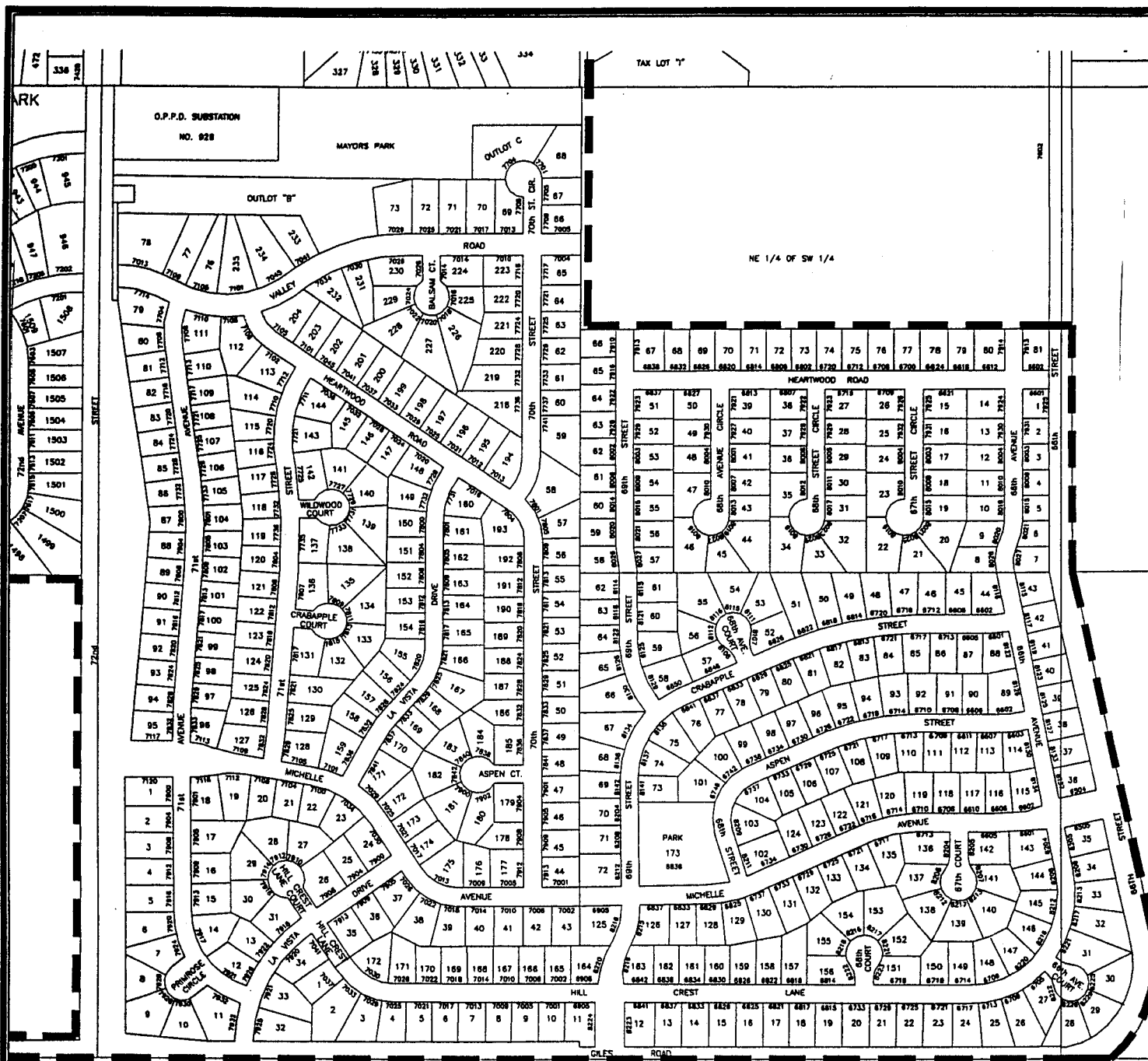


Giles-LV Drive to 66th Erosion Repairs
H:\100\171-288.\spreadsheets\gileserosion

Mar-03

TDD 171-288

ITEM	DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Furnish & Install Erosion Control Mat, C125	1200	S.Y.	\$ 2.75 /S.Y.	\$ 3,300.00
2	Furnish & Install Erosion Control Mat, S75	2400	S.Y.	\$ 2.00 /S.Y.	\$ 4,800.00
3	Furnish & Install GeoRidge Erosion Barriers	100	EA.	\$ 30.00 /EA	\$ 3,000.00
4	Seeding, Turf-Type Fescue	2.0	AC	\$1,200.00 /AC	\$ 2,400.00
5	Reserved	0	LS	\$ - /LS	\$ -
6	Reseved	0	LS	\$ - /LS	\$ -
ESTIMATED TOTAL CONSTRUCTION COSTS					\$ 13,500.00
ENGINEERING, INSPECTION, LEGAL & MISCELLANEOUS COSTS, 15%					\$ 2,025.00
ESTIMATED TOTAL PROJECT COST					\$ 15,525.00



MEMORANDUM

TO: Program Planning and Project Subcommittee

FROM: Dick Sklenar

SUBJECT: Water Purchase Agreement with the Village of Pender

DATE: March 31,2003

Attached is a draft of the Water Purchase Agreement with the Village of Pender. Since 1983 the District has been purchasing water from this community for the Thurston County Rural Water System. The current Agreement with Pender expires in June, 2007.

The main reason for establishing a new Agreement with the Village of Pender is because of the pending need by the Village to construct a water treatment facility to remove nitrates from their groundwater supply. The District has met with the Village Engineer and the Village Board to discuss water rate issues which at this point are expected to increase by over 100%. An amicable settlement has been reached as to a fair cost for the purchase of water. Needless to say, a rate increase for Thurston County rural water customers will be necessary later this year.

Another reason for renewing the Water Purchase Agreement, is that it will be necessary to increase the system's operating capital. One way to do this, is to refinance the existing loans by issuing revenue bonds. A renewed 25-year Water Purchase Agreement will assure bond holders that a supply of water will be available.

The attached draft Agreement has a term of twenty-five years from the date of its execution.

Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute the Water Supply Renewal Agreement with the Village of Pender subject to minor modifications approved by the General Manager and approval as to form by the District's Legal Counsel.

VILLAGE OF PENDER, NEBRASKA
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
WATER SUPPLY RENEWAL AGREEMENT

THIS RENEWAL AGREEMENT (hereinafter referred to as “this **AGREEMENT**”) is made and entered into by and between **VILLAGE OF PENDER, NEBRASKA**, a municipal corporation, (hereinafter referred to as “**VILLAGE**”), and the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**, a subdivision of the State of Nebraska, (hereinafter referred to as “**DISTRICT**”), and their successors and assigns.

WITNESSETH:

WHEREAS, on or about June 14, 1982, the Middle Missouri Tribes Natural Resource District, (hereinafter referred to as “the MMTNRD”) and the **VILLAGE** entered into an Agreement (hereinafter referred to as “the **ORIGINAL AGREEMENT**”) for the supply of water; and,

WHEREAS, as of January 5, 1989, the MMTNRD merged with **DISTRICT**, with **DISTRICT** being the surviving entity; and,

WHEREAS, **DISTRICT**, as the surviving entity, has succeeded by operation of law to all the rights and obligations of the MMTNRD under the **ORIGINAL AGREEMENT**, as amended; and,

WHEREAS, **DISTRICT** has continued to operate and maintain its rural water supply distribution system and desires to continue to utilize treated water supplied by **VILLAGE**; and,

WHEREAS, **VILLAGE** desire to continue to provide treated water to the **DISTRICT** for use in its rural water supply distribution system,

DRAFT

NOW THEREFORE, IN CONSIDERATION OF MUTUAL AGREEMENTS AND COVENANTS OF THE PARTIES HERETO, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

VILLAGE agrees to continue to furnish and sell water to the DISTRICT for the duration of this AGREEMENT in such amounts and upon the following terms and conditions:

1. POINT OF DELIVERY AND METERING EQUIPMENT. VILLAGE hereby grants permission to the DISTRICT to continue the connection of the DISTRICT's rural water supply distribution system to the water supply distribution system of VILLAGE in such manner and at such place along the south boundary limits of VILLAGE as is designated on plans mutually agreed upon by the engineers for DISTRICT and VILLAGE; and, DISTRICT agrees to continue to connect its water supply distribution system accordingly. The systems of DISTRICT and VILLAGE shall continue to be joined at said point of delivery by a master valve and meter, paid for at the expense of the DISTRICT.

2. METER READING. The meter at the point of delivery shall be read monthly and billed as hereinafter provided. Appropriate officials of each party shall have access to the meter, upon request, for the purpose of verifying readings at all reasonable times.

3. METER TESTING. The meter shall be tested by the VILLAGE whenever requested by the DISTRICT, but not more frequently than once every twelve (12) months. Either party may request a meter test at any time. A meter registering not more than 2% above or below the test results shall be deemed accurate. Readings for the three (3) months prior to any test shall be corrected in accordance with the percentage of inaccuracy found by the test when the test reflects greater than a 2% variance. Meter tests shall be conducted by VILLAGE or VILLAGE'S agent. In the event the DISTRICT

requests a test, it shall be notified sufficiently in advance of the test date to enable it to have a representative present. DISTRICT shall bear the costs of any meter tests it has demanded unless meter inaccuracy exceeds 2% to the detriment of the DISTRICT, in which event VILLAGE shall bear the cost of such test. The meter shall be owned and maintained by the VILLAGE.

4. WATER QUALITY AND QUANTITY. VILLAGE agrees to furnish DISTRICT potable treated water equal to the quality of water provided the citizens of VILLAGE in such quantity, not to exceed 172,800 gallons per day or 150 gallons per minute, as may be required by the DISTRICT. VILLAGE shall have a reasonable time to repair any equipment malfunction which results in VILLAGE'S inability to meet the terms of this provision.

5. EMERGENCY PRO-RATION. In the event an emergency exists and the total water supply shall not be sufficient to meet all of the needs of the consumers of VILLAGE and DISTRICT, VILLAGE has the discretion to pro-rate the available water supply between VILLAGE and DISTRICT on a reasonable basis giving first consideration to domestic users.

6. MAXIMUM SUPPLY. Should DISTRICT exceed its absolute limit of 172,800 gallons during any one day, VILLAGE may, at its discretion, terminate said water supply for the remainder of such day. If the VILLAGE elects to provide the DISTRICT in excess of 172,800 gallons during any one day, the VILLAGE may assess a penalty for such excess at no more than double the rates established under this AGREEMENT.

7. PRESSURE. VILLAGE shall provide water at a pressure determined by the mutual agreement of the engineers for VILLAGE and DISTRICT. If the DISTRICT requires greater pressure than that normally available at the point of delivery, the cost of providing same will be at the DISTRICT'S expense. Emergency pressure or supply failures caused by supply line breaks, power failure, floods, fires, water used for fighting fires, treatment or storage facility breakdowns, earthquakes or other similar catastrophes

shall excuse the VILLAGE from maintaining such pressure for a reasonable time to enable the VILLAGE to make repairs necessary to restore service.

8. BILLING, RATES, AND PAYMENT. On a monthly billing cycle, the DISTRICT agrees to pay VILLAGE for all potable treated water provided by the VILLAGE. VILLAGE shall adjust rates charged to the DISTRICT based on a justifiable production cost ratio, as determined by attached Exhibit 'A' and incorporated herein, to the point of metering. VILLAGE shall give at least 90 days written notice of any change in the rates charged the DISTRICT for water supplied by VILLAGE, which change shall be supported by a written report from VILLAGE to the DISTRICT showing the justification for said change. Any change in the rates to the DISTRICT shall not commence until after a ninety (90) day written notification has been submitted by the VILLAGE.

9. TERM AND MODIFICATION. VILLAGE and DISTRICT agree this AGREEMENT shall run for a term of twenty-five (25) years from the date hereof and may be renewed thereafter for such term or terms as mutually agreed upon by both parties. Either party desiring to negotiate a renewal of this agreement shall give written notice to the other party of such intent at least one year prior to the expiration thereof. The provisions of this agreement may be modified at any time by the expressed mutual agreement of both parties hereto.

10. METERING OF DISTRICT CUSTOMERS. DISTRICT agrees to meter all customers within its water supply distribution system in accordance with the rules and regulations which it has enacted, and shall be empowered to administer said water supply distribution system in accordance with such rules and regulations with as much autonomy and delegated power as the DISTRICT deems appropriate under State and Federal regulations.

11. ASSIGNMENTS. This AGREEMENT may be assigned by the DISTRICT to the United States of America or any agency thereof as collateral security for any loans made or to be made to said DISTRICT in financing the construction, extension, repair or

maintenance of DISTRICT'S water supply distribution system; and, except as so stated, this AGREEMENT shall not be sublet or assigned by either party without the expressed written consent of the other.

12. REPAIRS. Each party hereto assumes responsibility for any repairs occurring within its own water supply distribution system, except as otherwise provided in this AGREEMENT. DISTRICT assumes the responsibility and costs of upgrading of its water supply distribution system and VILLAGE assumes the responsibility and costs of upgrading of its water supply distribution system.

13. VILLAGE CREDITS. In the event VILLAGE at any time supplies contaminated water to the DISTRICT, or water which cannot lawfully be distributed to the DISTRICT's customers, VILLAGE shall issue a credit to the DISTRICT which may be used to offset future charges for VILLAGE water furnished to the DISTRICT for the purpose of purging contaminated water from the DISTRICT'S water supply distribution system.

14. RECORD INSPECTION. Each party's water supply distribution system records shall be subject to inspection by the other party upon reasonable notice.

15. ANNUAL MEETING. Representatives of the VILLAGE and the DISTRICT shall meet annually to discuss the status and future plans of the subject matter of this AGREEMENT.

16. EFFECTIVE DATE. This AGREEMENT shall become effective upon its complete execution by both parties and shall supercede the ORIGINAL AGREEMENT and all amendments thereto.

IN WITNESS WHEREOF the parties hereto, acting under authority of their respective governing bodies have caused this AGREEMENT to be duly executed.

EXECUTED by VILLAGE on this ____ day of _____, 200 ____.

VILLAGE OF PENDER, NEBRASKA

By: _____
Chairperson

ATTEST:

VILLAGE CLERK

EXECUTED by the DISTRICT on this ____ day of _____, 200 ____.

**PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT**

By: _____
General Manager

PENDER Water Rate Review

REVISED MARCH 6,2003

GIVEN:

Volume:	Oct 1999 thru Oct 2002 Average water sold	160,000 HCF/Year		
	25% NRD / RWD =	40,000 HCF/Year	25%	
	75% Village =	120,000 HCF/Year	75%	
Demand	Treatment Plant Design Capacity =	600 GPM		
	NRD / RWD Demand Rate =	120 GPM	20%	
	Balance Village Demand Rate =	480 GPM	80%	

I SPLIT OUT TOWER COSTS From the NRD RATES>

ANNUAL Est. Revenue Requirements

	Annualcost	Village	NRD / RWD	Ratio Used		
				Village	NRD/RWD	
Historical (Existing) O& M Expense	\$60,000.00	\$45,000.00	\$15,000.00	75%	25%	Based on Volume
Est. Treatment Plant P&I \$814,000 @ 3.5% (crf= 0.07036)	\$57,273.04	\$45,818.43	\$11,454.61	80%	20%	Based on Demand
Est. Added Treatment Plant O&M Expenses (\$55,000/yr.)	\$55,000.00	\$41,250.00	\$13,750.00	75%	25%	Based on Volume
Est. Water Tower P&I \$743,000 @ 3.5% (crf= 0.07036)	\$52,277.48	\$52,277.48	\$0.00	100%	0%	Village System Cost
Est. Added Water Tower O&M Expenses (\$2,500/yr.)	\$2,500.00	\$2,500.00	\$0.00	100%	0%	Village System Cost
TOTAL ESTIMATED P&I and O&M Expenses	\$227,050.52	\$186,845.91	\$40,204.61			
RESERVE 15%	\$34,057.58	\$28,026.89	\$6,030.69			
TOTAL ANNUAL ESTIMATED Requirements	\$261,108.10	\$214,872.80	\$46,235.30			
AVERAGE ANNUAL HCF Used	160,000	120,000	40,000			
CALCULATED AVG. Cost Per HCF	\$1.63	\$1.79	\$1.16			
			\$1.54			<1000 Gallons
	Annual cost	Village	NRD			

EXHIBIT 'A'

n n

To: PPO Subcommittee
From: Paul Woodward, Water Resources Engineer
Date: March 28, 2003
Re: Cooperating Technical Partners Agreement with FEMA

Because flood hazard conditions change over time due to natural and manmade changes in watersheds and floodplains, the Federal Emergency Management Agency (FEMA) has developed a Map Modernization Plan in order to update flood maps for flood prone communities. In order to meet this increasing need for updated maps, Congress approved \$150 million for the Flood Map Modernization Fund in FY 2003.

One of the key objectives of the FEMA Map Modernization Plan is to increase local involvement, and ownership in, the flood mapping process. To meet this objective, FEMA developed and implemented the Cooperating Technical Partners Program. Attached is a CTP Guidance Document from FEMA that outlines the program.

On January 13, 2003, a meeting was held with representatives from MAPA, Douglas County, and the Papio-Missouri River NRD including Paul Mullen, Kent Holm, Scott McIntyre, Tom Blair, Marlin Petermann, and myself to discuss the metropolitan area's participation in the CTP program. A copy of minutes from this meeting is attached. In this meeting, it was decided that a proposal be prepared and presented to the Papillion Creek Watershed Partnership as an avenue for local funding. A presentation was made to the Partnership at a meeting on February 27, 2003 (see attached minutes), and the Partnership plans to include local funding in the next inter-local agreement and perform a flood mapping needs assessment in the next stage of the watershed study.

It was also noted in these minutes that the Papio-Missouri River NRD could enter into a Partnership Agreement with FEMA to become a CTP for the region. In summary, the agreement simply states that we will work with FEMA to create and maintain accurate, up-to-date flood hazard data. The agreement further requires that we form an implementation committee with members from both parties, meet for consultations, prepare an annual report, and provide necessary staff and financial resources. **The main purpose of signing this agreement is to increase the region's chances of federal funding for map modernization on a national level.** A draft of a proposed Partnership Agreement with FEMA is attached.

Following this agreement, the partners will work together to prepare a plan of mapping activities. After a plan is agreed upon, further agreements would need to be made to perform and fund implementation of the proposed mapping activities. Any questions or concerns should be directed to me @ 444-6222 or pwoodward@papionrd.org.

Staff recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute a Cooperative Technical Partners Partnership Agreement with FEMA in order to update and modernize flood maps for the District, subject to approval as to form by District Legal Council.



Cooperating Technical Partners Guidance Document Fiscal Year 2002

(Please check the FEMA Web site at http://www.fema.gov/mit/tsd/ctp_guid.htm for updated versions of this document.)

Background

The Federal Emergency Management Agency (FEMA) Flood Hazard Mapping Program has specific mandates within the Housing and Urban Development Act of 1968 (also known as the National Flood Insurance Act of 1968), as amended; the Housing and Urban Development Act of 1969; the Flood Disaster Protection Act of 1973, as amended; and the National Flood Insurance Reform Act of 1994. These Acts authorize FEMA to identify, publish, and update information with respect to all floodprone areas in the nation. FEMA has complied with this mandate by publishing and updating flood maps for more than 19,000 communities.

Because flood hazard conditions change over time due to natural and manmade changes in watersheds and floodplains, FEMA has an ongoing program to update flood maps for floodprone communities. However, flood map update needs are increasing and Federal funds are limited, thus a significant portion of the approximately 100,000-panel flood map inventory is becoming outdated. To reverse this trend, FEMA designed a Plan to modernize the flood map inventory. Over time, FEMA plans to eliminate the existing backlog of outdated flood maps and convert all flood maps to a digital format.

One of the key objectives of the FEMA Map Modernization Plan is to increase local involvement in, and ownership of, the flood mapping process. To meet this objective, FEMA developed and implemented the Cooperating Technical Partners (**CTP**) Program. As technologies have improved and applications have expanded dramatically, many State agencies, regional agencies, and local communities have become technologically sophisticated and have invested significant resources in flood hazard identification. This document presents initial guidance for the **CTP** program. Additional information about the CTP Program is available ~~from~~ FEMA's Flood Hazard Mapping Web site at www.fema.gov/mit/tsd/ctp_main.htm.



The following are beneficial reasons for partnering with State, local, and regional organizations to produce National Flood Insurance Program (NFIP) maps:

- ❑ The data used for local permitting and planning will also be the basis for the NFIP map, facilitating more efficient floodplain management.
- ❑ The CTP Program provides the opportunity to interject a tailored, local focus into a national Program; thus, where unique conditions may exist the special approaches to flood hazard identification that may be necessary can be taken.
- ❑ The partnership mechanism provides the opportunity to pool resources and extend the productivity of limited public funds.

In support of the CTP Program, FEMA has committed to the following:

- ❑ Recognize the contributions made by FEMA's State, regional, and local community Partners by providing timely and accurate flood hazard information.
- ❑ Maximize the use of Partner contributions as a means of leveraging limited public funds to the fullest extent while maintaining essential NFIP standards.
- ❑ Fully integrate Partners into the flood hazard data development process with the corresponding authorities and responsibilities.
- ❑ Provide training and technical assistance to Partners when appropriate.
- ❑ Facilitate mentoring to increase capability for existing and potential Partners.

Administration

FEMA and its Partners will administer activities under the CTP Program through close and frequent coordination. There are three types of formal agreements – Partnership Agreements, Cooperative Agreements, and Mapping Activity Statements.

Each Partner will enter into an overall Partnership Agreement with the appropriate FEMA Regional Office for their area. The Partnership Agreement is a broad statement of principle, emphasizing the value of the NFIP's three components of insurance, floodplain management, and mapping.

The Partnership Agreement recognizes the fundamental importance of flood hazard identification in the successful reduction of future flood losses and the Partner's commitment to the effort. The Partnership Agreement is a prerequisite to any further activities under the **CTP** Program.

For Flood Map Projects that meet eligibility requirements, FEMA may award funds through the mechanism of a Cooperative Agreement. The Cooperative Agreement provides for the disbursement of Federal funds and defines the legal responsibilities associated with it.

As Partners and FEMA identify specific tasks to undertake, they will develop Mapping Activity Statements to define roles and responsibilities of all Partners involved in a particular flood mapping project. Developing the Mapping Activity Statements will be a collaborative effort where both the Partner(s) and FEMA contribute data and units of work to maximize the extent, accuracy, and usability of flood hazard studies to best meet local, State, and Federal needs, while minimizing costs for all parties. The Mapping Activity Statement is a key component of the Cooperative Agreement package because it defines the activities that will be accomplished, the entity responsible for them, how the activities will be funded, and the nature of the working relationship between FEMA and its Partners.

Activities

FEMA may provide technical assistance, training, and/or data to a Partner to support flood hazard data development activities. As funding levels permit, the mapping activities for which Partners may receive funding in Fiscal Year 2002 through a Cooperative Agreement with FEMA are summarized in the listing below.

ACTIVITY	PARTNERS	DESCRIPTION
Refinement or Creation of Approximate Zone A Boundaries	Community Regional Agency State Agency	The Partner works with FEMA to refine the Zone A boundaries shown on the effective Flood Insurance Rate Map (FIRM) or create new Zone A areas to be included on the FIRM. Emphasis is placed on automated analysis and production techniques.
Hydrologic and Hydraulic Analyses and Floodplain Mapping		The Partner develops digital engineering data and floodplain mapping using Geographic Information System (GIS)-based or traditional hydrologic and hydraulic modeling.
Coastal Flood Hazard Analyses and Floodplain Mapping		The Partner develops digital engineering data and floodplain mapping using GIS-based or traditional coastal flood hazard analysis methods.
Digital Flood Insurance Rate Map (DFIRM) Preparation		The Partner digitizes information from the effective hardcopy FIRM and prepares a DFIRM that meets FEMA specifications.
Redelineation of Detailed Floodplain Boundaries Using Updated Topographic Data		The Partner redelineates the effective floodplain boundaries shown on the FIRM using more up-to-date topographic data. GIS technology is used, where available.
Digital Topographic Data Development		The Partner develops digital topographic data for flood hazard identification purposes.

Table 1. Mapping Activities For Which Partners May Receive Funding

The Cooperative Agreements awarded for mapping activities under the CTP Program are intended to supplement, not supplant, ongoing mapping efforts by a Partner, whether that Partner is a community, a regional agency, or a State agency. Funds provided by FEMA would be in addition to the resources provided by the Partner for the mapping activities.

While no funding will be provided to **Partners** for the mapping activities listed below, FEMA may provide technical assistance, support, and/or **data** for an activity.

ACTIVITY	PARTNERS	DESCRIPTION
Digital Base Map Inventory	Regional Agency State Agency	The Partner performs an investigation and provides an inventory of base maps meeting FEMA specifications for NFIP communities in a particular state or region.
Digital Base Map Data Sharing	Community Regional Agency State Agency	The Partner supplies a base map for use in producing a DFIRM. The base map will comply with FEMA minimum accuracy requirements and be distributable by FEMA to the public in hardcopy and electronic formats.
DFIRM Maintenance	Community Regional Agency State Agency	The Partner assumes responsibility for long-term, periodic maintenance of the DFIRM. This can include base map and/or flood hazard information.
Hydrologic and Hydraulic Review	Community Regional Agency State Agency	The Partner reviews hydrologic and hydraulic studies prepared for FEMA-funded flood data updates and/or map revisions processed under Part 65 of the NFIP regulations. The review focuses on compliance with the technical and regulatory requirements contained in <i>Guidelines and Specifications for Flood Hazard Mapping Partners</i> , the pertinent NFIP regulations, as well as standard accepted engineering practices.
Assessment of Community Mapping Needs (To Support FEMA's Mapping Needs Update Support System (MNUSS))	Regional Agency State Agency	The Partner performs a detailed community-by-community assessment of mapping needs for every mapped (including flood data updates and map maintenance) and unmapped NFIP community within its jurisdiction. The Partner then submits the results of the assessment to FEMA for inclusion in the MNUSS database.
Technical Standards Agreement	Community Regional Agency State Agency	The Partner works with FEMA to adopt specific technical standards or processes appropriate for local conditions for NFIP flood mapping purposes.

Table 2. Mapping Activities For Which No Funding Will Be Provided To Partners

Eligibility Criteria

The FEMA Regional Offices select Partners based on the following criteria:

- ❑ The potential Partner must have processes and/or systems in place to support mapping or data collection activities that contribute to flood hazard identification. These processes and/or systems must be supported by non-Federal funding.
- ❑ The potential Partner must have the capability to perform the mapping activities for which it is applying. This capability may be indicated through (but not limited to) a FEMA Regional Office review of both the map products previously prepared by the Partner and the existing map production processes or systems the Partner intends to use for CTP-related mapping activities.
- ❑ The potential Partner must be a community that participates in the NFIP and is in good standing in the **Program** as determined by the FEMA Regional Office, or be a State or regional agency that serves communities that participate in the NFIP.
- ❑ Partners that receive funding from FEMA through a Cooperative Agreement must be able to perform the financial management activities required as part of the Cooperative Agreement (i.e., account for Federal funds, prepare financial reports). FEMA Regional Offices will assist Partners with these financial management activities.

FEMA will evaluate these criteria periodically, and the criteria may be enhanced further in the future.

Technical Capabilities

In addition to the eligibility criteria described above, a potential Partner must have in-house staff capabilities in the appropriate technical area for the given mapping activity. If the work for any portion of a mapping activity is contracted, the potential Partner must have in-house staff capable of monitoring the contractor(s) and approving the products developed by the contractor(s). For these purposes, "capability" means demonstrated experience in the performance of, or management through contracting of, similar activities.

Contracting

Contractors used by Partners for FEMA-funded activities must meet the requirements of Part 13 of the Code of Federal Regulations (**44**CFR Part 13), Uniform administrative requirements for grants and cooperative agreements to State and local governments. Within Part 13, §13.36 covers procurement standards that must be followed for any mapping-related activities for which a Partner wishes to contract with another party. Items in this Part include, but are not limited to, contract administration and record keeping, notification requirements, review procedures, competition, methods of procurement, and cost and pricing analysis. Part 13 may be downloaded in PDF or text format from the U.S. Government Printing Office Web site at www.access.gpo.gov/nara/cfr/waisidx_01/44cfr13_01.html.

If requested by the Partner, FEMA will provide assistance to a Partner on developing selection criteria for contracted tasks. All work must meet the certification requirements described below.

Standards

Unless otherwise indicated in specific Mapping Activity Statements, all flood hazard identification activities will be accomplished in accordance with the relevant portions of the NFIP regulations (44CFR Parts **59-77**) as well as the technical standards contained in FEMA's *Guidelines and Specifications for Flood Hazard Mapping Partners*, which can be downloaded from the FEMA Web site at www.fema.gov/mit/tsd/gs_main.htm.

Certification

All data generated under Mapping Activity Statements must meet the applicable certification requirements for the identification and publication of flood hazard information in FIRM form as indicated in **44** CFR Part **65**, Identification and Mapping of Special Hazard Areas. Some States have adopted more stringent mapping standards than the minimum NFIP regulatory requirements. For these cases, Partners must coordinate all activities with the State to ensure the Mapping Activity Statements are reviewed and concurred upon, and all map products resulting from a CTP-related mapping activity must meet State certification requirements.

Evaluation Criteria

FEMA will evaluate the performance of each Partner upon completion of the period of performance for each Mapping Activity Statement. **This** evaluation will determine the adequacy of the Partner's performance on a particular activity or group of activities, and the evaluation will be used in determining the Partner's eligibility for future mapping activities under the CTP Program. If FEMA determines that a Partner's performance is insufficient at any **time** during the period of performance, FEMA's funding of the mapping activity **may** be cancelled. FEMA will base its evaluation of the Partner's demonstrated performance on the following criteria:

- ☐ Continued maintenance of the processes or systems in place to support mapping or data collection activities that contribute to flood hazard identification (e.g., continued data collection for changing flood hazards and related development, continued upgrades to data collection or mapping capabilities to incorporate new technologies, preparation of multiple-year mapping or data collection plans);
- ☐ Commitment to existing and continued support of flood hazard identification and mapping activities conducted with and by FEMA;
- ☐ Adherence to standards for timeliness and completeness of reports submitted to the FEMA Regional Office;
- ☐ Adherence to standards for timeliness and completeness of map products submitted to the FEMA Regional Office;
- P** Quality of product(s) submitted to the FEMA Regional Office; and
- P** Ability to cooperate and coordinate with the staff of the following organizations during all phases of the mapping activity as needed FEMA Regional Office; Hazard Mapping Division of the Federal Insurance and Mitigation Administration in the FEMA Headquarters Office in Washington, DC; and/or FEMA's Flood Map Production Coordination Contractor.

State Role

The role filled by a State will be a function of its authority and capabilities. Some States have active floodplain mapping programs and others review map revisions as part of their regulatory responsibilities. As with the options available to communities and regional agencies, interested States will be expected to have in-house staff capabilities to fulfill the CTP activity it would like to perform. States that do not participate in the CTP Program will continue the traditional functions of the State NFIP Coordinator as they relate to any activities performed by participating Partners in that State. In general, the activities that a State might perform are the same as those identified for communities, with the addition of collection and assessment of community mapping needs and a base map inventory.

Funding

CTP activities may be funded based on FEMA's priority of mapping needs and the availability of FEMA funds for mapping. If FEMA funds are provided, the Partner will receive funds through a Cooperative Agreement. Because the FEMA mapping budget varies annually, the amount of funding for CTP activities also will vary. Each FEMA Regional Office will determine how much of its annual mapping budget will be allocated to mapping activities under the CTP Program.

Cooperative Agreement Management

FEMA-funded activities must meet the requirements of **44** CFR Part 13, which sets forth requirements for Cooperative Agreement administration and management. These requirements include, but are not limited to, record keeping, allowable costs, and processes for use of contractors. Part 13 may be downloaded from the **U.S.** Government Printing Office Web site at www.access.gpo.gov/nara/cfr/waisidx_01/44cfr13_01.html.

Additional FEMA Assistance

FEMA offers an array of technical and programmatic assistance to Partners participating in the CTP Program, free of charge, including the resources listed below.

- ❑ Archived support data will be available from the FEMA Flood Map Production Coordination Contractors. Available information includes:
 - Copies of FEMA-issued Letters of Map Change (i.e., Letters of Map Amendment, Letters of Map Revision Based on Fill, Letters of Map Revision);
 - Engineering and mapping Flood Insurance Study backup data;
 - Data collected as part of the FEMA Mapping Needs Assessment Process; and
 - FEMA's rule-based engineering software packages, including CHECK-2, CHECK-RAS, FISPLOT, and RASPLOT.
- ❑ Training courses will be offered through the FEMA Emergency Management Institute. The following topics relevant to the CTP Program will be included in the training courses:
 - The CTP Program and Flood Mapping Process;
 - Assessment of Community Mapping Needs;

- Project Scoping;
 - Mapping Activity Statement Development;
 - Technical Support Data Notebook Development;
 - Managing the Cooperative Agreement;
 - Use of Contractors;
 - Topographic Data Development;
 - Flood Hazard Data Development;
 - Base Mapping and DFIRMs; and
 - Map Production and Processing Requirements.
- ❑ Specific technical and programmatic support, such as peer review, modeling guidance, base map selection, and/or tailored training, also may be provided by FEMA through the FEMA Flood Map Production Coordination Contractors.
 - ❑ General technical and programmatic information regarding the NFIP and the FEMA Flood Hazard Mapping Program can be downloaded from FEMA's Flood Hazard Mapping Web site at www.fema.gov/mit/tsd/.

Program Management

FEMA Regional Offices will manage all activities under the CTP Program. The FEMA Regional CTP Coordinators are listed below.

Region 1 (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont)

Dean Savramis, 442 J.W. McCormack Post Office and Courthouse Building, Boston, MA 02109-4595, Telephone: (617) 223-9564, E-mail: dean.savramis@fema.gov.

Region 2 (New Jersey, New York, Puerto Rico, U.S. Virgin Islands)

Paul Weberg, 26 Federal Plaza, Room 1337, New York, NY 10278-0002
Telephone: (212) 680-3638, E-mail: paul.weberg@fema.gov.

Region 3 (Delaware, District of Columbia, Maryland, Pennsylvania, Virginia, West Virginia)

Nikki Roberts, One Independence Mall, 615 Chestnut Street, Philadelphia, PA 19106-4404
Telephone: (215) 931-5575, E-mail: nikki.roberts@fema.gov.

Jon Janowicz, One Independence Mall, 615 Chestnut Street, Philadelphia, PA 19106-4404
Telephone: (215) 931-5524, E-mail: jon.janowicz@fema.gov.

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Laura Algeo, 3003 Chamblee Tucker Road, Atlanta, GA 30341
Telephone: (770) 220-5515, E-mail: laura.algeo@fema.gov.

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Ken Hinterlong, 536 South Clark Street, 6th Floor, Chicago, IL 60605
Telephone: (312) 408-5529, E-mail: ken.hinterlong@fema.gov.

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Jack Quarles, Federal Regional Center, 800 North Loop 288, Room 206, Denton, TX 76210-3698, Telephone: (940) 898-5156, E-mail: jack.quarles@fema.gov.

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Bob Franke, 2323 Grand Avenue, Suite 900, Kansas City, MO 64108-2670
Telephone: (816) 283-7073, E-mail: bob.franke@fema.gov.

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

John Liou, Denver Federal Center, Building 710, Box 25267, Denver, CO 80225-0267,
Telephone: (303) 235-4836, E-mail: john.liou@fema.gov.

Region 9 (Northern California, Nevada)

Les Sakumoto, 1111 Broadway, Suite 1200, Oakland, CA 94607
Telephone: (510) 627-7183, E-mail: leslie.sakumoto@fema.gov.

Region 9 (Arizona, Southern California, Hawaii, American Samoa, Guam, Marshall Islands, Northern Mariana Islands)

Ray Lenaburg, 1111 Broadway, Suite 1200, Oakland, CA 94607
Telephone: (510) 627-7181, E-mail: raymond.lenaburg@fema.gov.

Region 10 (Alaska, Idaho, Oregon, Washington)

Joe Weber, Federal Regional Center, 130 228th Street SW., Bothell, WA 98021-9796
Telephone: (425) 487-4657, E-mail: joseph.weber@fema.gov.

Memorandum

To: Paul Mullen (MAPA), Kent Holm (Douglas Co.), Scott McIntyre (Omaha PW), Tom Blair (Omaha Planning), Marlin Petermann (P-MRNRD)
From: Paul Woodward, Water Resources Engineer
Date: January 15, 2003
Re: CTP Planning Meeting

On January 13, 2003, a meeting was held in a conference room of the Metropolitan Area Planning Agency (MAPA) at 2222 Cuming Street in Omaha to discuss area participation in FEMA's Cooperating Technical Partners (CTP) program. Representatives from MAPA, Douglas County, the Papio-Missouri River NRD, and the City of Omaha were present including Paul Mullen, Kent Holm, Scott McIntyre, Tom Blair, Marlin Petermann, and myself.

Many handouts were distributed on the rules and basics of the CTP program and the group began discussing the background and opportunities available by becoming a CTP. Scott McIntyre showed a map of the Cole Creek Floodplain from Blondo to Maple demonstrating that the existing FIRM maps are in error in many locations. The question was asked, "what would we do if we became a CTP and what is required?" The following are some of the responses from the group:

- Convert all existing and proposed studies to GIS based mapping for Douglas, Sarpy, and Washington Counties.
- Digitally remap existing floodplains in the Papio Watershed by updating hydrology and hydraulics using new topography.
- Incorporate any previous map changes (LOMC) and any updated hydrology or hydraulics in other basins such as the Platte, Elkhorn, or Missouri.

A flow chart of the steps in the CTP process was handed out, and it was noted that a needs assessment would be appropriate to determine what level of map modernization would be required. I agreed to put together a list of needs based on requests received from the group and other floodplain managers.

Other topics addressed by the group were which entity would be best suited to be the partner with FEMA and what should our future course of action be. Kent Holm noted that he thought this activity would best fit in with the Papillion Creek Watershed Partnership (PCWP) is doing. Since the NRD is the administering agent for the PCWP, the group agreed that the P-MRNRD would probably be the best candidate to sign the CTP agreement. Another major question was who should be responsible for funding the map revisions. To be fair, all NFIP communities in the three counties should have some responsibility for participating. The group thought that the Papillion Creek Watershed Partnership (PCWP) would provide an appropriate avenue to reach most of the communities and that a presentation should be made at the PCWP meeting in February or March. If the PCWP agrees to help fund the project, then a resolution could be taken before the P-MRNRD Board of Directors that the NRD officially sign on as a CTP.

In conclusion, information needs to be gathered to prepare a flood mapping needs assessment for the three county area and a proposal will be prepared and presented to the PCWP as an avenue for funding. Please contact me at the letterhead address or phone number if you have any questions concerning the minutes from this meeting or action items.

PAPILLION CREEK WATERSHED PARTNERSHIP

**Meeting on Comprehensive Stormwater Management
February 27, 2003 – 10 A.M. to Noon
Natural Resources Center, 8901 S. 154th Street, Omaha, NE
Board Room**

MEETING MINUTES

Attendants

The following were in attendance: Lyle Christensen (HDR), Laurie Carrette Zook (HDR), Kent Holm (Douglas Co.), Robert Hayes (Boys Town), Don Eikmeier (Elkhorn), David Goedeken (Bellevue), Denny Hilfiker (Bellevue), Joe Soucie (La Vista), Michael Kemp (Offutt AFB), Stan Smith (Offutt AFB), Ed Lueninghoener (Offutt AFB), Pat Slaven (Omaha), Karen Klein (Omaha), Gail Knapp (Omaha), Nina Cudahy (Omaha), Mike Arends (Omaha), Marty Grate (Omaha), Bob Sink (Omaha), Pat O'Brien (NDEQ), Jim Yeggy (NDEQ), Doug Parrott (Bailey-Lauerman), Marlin Petermann (P-MRNRD), Paul Woodward (P-MRNRD), Steve Oltmans (P-MRNRD), Rick Wilson (USGS), George Cunningham (NEWF), Steve Tonn (Douglas/Sarpy Extension), and John Stansbury (UNO)

Purpose

A Partnership meeting was held on the above date in order to discuss topics stated in the attached agenda.

The meeting began at approximately 10:05 AM.

1. Introductions

- Marlin Petermann (P-MRNRD) opened the meeting and everyone introduced themselves. An agenda and sign-up sheet were distributed.

2. Watershed Study Action Items

- Lyle Christensen (HDR) briefly reviewed the events of the Public Forum that was held on January 16, 2003 and described the results of the opinion survey completed at the public forum. Graphs displaying results from the opinion survey were handed out and Lyle reviewed each question along with each response. The complete breakdown of the survey prepared by Lyle was not distributed, but will be forwarded to all present via email.
- Mike Arends (Omaha) explained that HDR was nearing completion of the Stage I report for the study and that a couple of meetings had been held between representatives from Omaha,

the NRD, and HDR to discuss Stage II activities of the watershed study. A summary was distributed that outlines proposed activities. Mike reviewed these items and grouped them into six areas of focus: 1) expand water quality modeling to include sediment, 2) modify stormwater design standards, 3) evaluate flood mapping needs and prioritize other flood control measures 4) identify sources of funding, 5) prepare to meet NPDES regulatory compliance, 6) identify and develop sources of funding. In addition, EPA requested a summary report on Stage I and II efforts.

Kent Holm noted that implementing regulatory compliance will require a new inter-local agreement and that preparation including estimating costs and identifying responsibilities should be compiled into a draft document during this stage.

It was noted that the plan was to update the erosion and sediment control manual for the city along with the stormwater manual and that they would be combined into one watershed accepted design manual.

Lyle noted that there may need to emphasize public education in order to address concerns and head off growing public interest.

There was discussion about how sediment estimates for area lakes would be confirmed and whether there might be a need to address nutrients. It was decided that existing bathymetric surveys could be utilized and that nutrients would not be addressed until a later stage in the study. Both USGS and NDEQ have bathymetric data on the area lakes.

- Handouts were distributed which explained prior coordination in the area to modernize flood maps and the Cooperating Technical Partners (CTP) program available through FEMA. Paul Woodward (P-MRNRD) reviewed the contents of the packet and explained that the first step in the process was to perform a needs assessment, such as proposed in Stage II activities of the watershed study. Paul also noted that the NRD was considering becoming a CTP with FEMA for all three counties of the watershed. It would be critical for the Partnership to serve as the local funding mechanism in this effort. Rick Wilson (USGS) stated that he had attended a meeting with FEMA Region VII concerning this program and that he encouraged the Partnership to participate.

3. Marlin Petermann (P-MRNRD) asked that each entity represented explain the status of their NPDES Phase II permit application. Here is the status reported:

Entity	Council Approval	Comment
Douglas County (Kent Holm)	Signed 25 February.	Ready for submittal
Elkhorn (Don Eikmeier)	Approved.	Finalizing mapping.
Boys Town (Robert Hayes)	Not required. Self governing.	Copy of application submitted to NDEQ at meeting.
Bellevue (Denny Hilfiker)	Adopted 24 February	
LaVista (J. Soucie)	Unanimously approved	Ready for submittal
Ralston	Not going through city council. Cognizant official is not an elected official.	Ready for submittal
Papillion	?	

Sarpy County	?	
Bennington and Gretna		Outside of urbanized area. No permit application to be submitted.
Offutt AFB (Ed Lueninghoener)		Application under AF review.
UNO		City of Omaha assisting.

Paul will follow up on the status of the communities not present at the meeting. A copy of the submitted NPDES permit application is requested to the NRD as a Partnership record copy.

4. Kent Holm (Douglas County) explained that he had attended an open house for the Washington County COMP plan and has prepared comments from Douglas County as well as met with Doug Cook (Washington County) to discuss concerns. Kent reviewed some of his comments including consistent planning, sewer systems, a watershed and stormwater management program, livestock development, and potable water. Karen Klein (Omaha) explained that the Omaha Planning Department had taken a new look at future development in the remaining portion of Douglas County within the Watershed and the effect developing 10 acre lots in Washington County could have when the urban metro area reaches the county line. It was decided that Kent Holm (Douglas County) and Paul Woodward (P-MRNRD) would draft a letter of concerns from the Partnership.

5. Stormwater Utility Bill

- Copies of an article printed in the Omaha World Herald on February 27, 2003 entitled “You’ll Pay Price for Clean Water” were handed out and discussed. Doug Parrott (Bailey-Lauerman) suggested an editorial article be drafted in response to the February 27th article and state that this is only enabling legislation, it is based on “increased” runoff due to man-made impervious area, and a public education and comment period will only occur after this legislation is passed at the state level. Doug agreed to draft the article. It also was suggested to meet with the OWH opinion editor and present the fact to him. Doug will coordinate.

Marlin Petermann (P-MRNRD) reviewed a packet of information on the Stormwater Legislation presented to the NRD Board of Directors earlier this month. A hand-out of amendments made to the original bill including caps on dollars per Equivalent Residential Unit (ERU) and subsidies for other tax-based entities were discussed. A luncheon with Lincoln and Omaha area senators is scheduled for March 4, 2003. NDEQ will brief them on NPDES regulations and the PCWP’s consultant Steve Sedgwick (CDM) will be present to provide a national perspective.

6. Steve Tonn (Douglas/Sarpy Extension) informed the group about the great turn-out (143) and response to the Sediment and Erosion Control Workshop sponsored by the Partnership on February 19th. He reviewed a summary of evaluation responses from attendees that was handed out. He also noted that information from the workshop was available through him.

7. Other Items of Interest.

- Jim Yeggy (NDEQ) and Mike Arends (Omaha) discussed the need for an overall county zoning jurisdiction map from Sarpy County.

8. Next Meeting

- The next meeting will be held on Thursday, April 3, 2003 at 10 AM in the Board Room of the Natural Resources Center. Major agenda items will include a scope for Stage II of the watershed study, NPDES Phase II Permits, the Stormwater Utility Fee, and Map Modernization.

The meeting adjourned at approximately 12:05 PM.

Attachments

Agenda, attendance list, and the handouts passed out at the meeting are sent to those members via mail and e-mail who were not present at the meeting.

Please contact Paul Woodward at 444-6222 regarding any questions or comments concerning these meeting minutes.



FEDERAL EMERGENCY MANAGEMENT AGENCY COOPERATING TECHNICAL PARTNERS PARTNERSHIP AGREEMENT

AGREEMENT is made on April ___, 2003, by these parties: the Papio-Missouri River Natural Resources District, and the Federal Emergency Management Agency (FEMA).

BECAUSE the National Flood Insurance Program (NFIP) established by the National Flood Insurance Act of 1968 has several purposes, the most significant being

- To better indemnify individuals from losses through the availability of flood insurance;
- To reduce future flood damages through community floodplain management regulations; and
- To reduce costs for disaster assistance and flood control;

BECAUSE a critical component of the NFIP is the identification and mapping of the nation's floodplains to create a broad-based awareness of flood hazards and to provide the data necessary for community floodplain management programs and to actuarially rate flood insurance;

BECAUSE FEMA administers the NFIP and is authorized by § 1360 of the National Flood Insurance Act of 1968, as amended (42 U.S.C. 4101), to establish and update flood-risk zone data in floodplain areas;

BECAUSE, in the identification of floodprone areas, FEMA is authorized to consult with, receive information from, and enter into agreements or other arrangements with the head of any State, regional, or local agency;

BECAUSE FEMA encourages strong Federal, State, regional, and local partnerships for the purposes of reducing flood losses and disaster assistance; FEMA and its State, regional, and local partners have determined that it is advantageous to encourage and formalize greater cooperation in the flood hazard identification and mapping processes; and many communities and the agencies that serve them have developed considerable technical capabilities and resources that provide the opportunity to improve and expand the collection, development, and evaluation of flood hazard data; and

BECAUSE the Papio-Missouri River Natural Resources District shares flood protection and/or floodplain management responsibilities with communities that participate in the NFIP and the communities represented by the Papio-Missouri River Natural Resources District have been deemed by FEMA to be in good standing in the NFIP; and

BECAUSE the Papio-Missouri River Natural Resources District has expressed a desire to perform certain functions in the flood hazard identification process and has provided evidence that it has sufficient technical capability and will dedicate the resources necessary to perform those functions.

NOW THEREFORE, it is mutually agreed that the parties enter into this Agreement to work together to create and maintain accurate, up-to-date flood hazard data for all NFIP communities and unincorporated areas located within the jurisdictional boundaries of the Papio-Missouri River Natural Resources District; subject to the terms and conditions recited below.

1. CONSULTATIONS

The parties shall collaborate on flood hazard identification activities and shall consult with each other to fully integrate each other's contributions into flood hazard identification efforts. Questions regarding the execution of this Agreement will be resolved by an implementation committee consisting of a FEMA representative and a Papio-Missouri River Natural Resources District representative. In states where statutory and/or regulatory requirements require State review and/or approval of new flood hazard data, a State representative also will serve on the implementation committee as appropriate. If the implementation committee is unable to resolve technical issues, the issues may be resolved through alternative dispute resolution procedures.

2. EVALUATION AND REPORTING

The parties shall, on an annual basis, review the partnership created by this Agreement to determine and document the activities undertaken to maintain accurate flood hazard data and to revise the Agreement **as** necessary.

3. RESOURCE COMMITMENT

The parties agree to commit the appropriate and available human, technical, and financial resources sufficient to coordinate effectively with all entities impacted by flood hazard identification efforts to implement this Agreement.

4. STANDARDS

Unless otherwise agreed to by the parties, all flood hazard identification activities will be accomplished in accordance with the standards documented in *Guidelines and Specifications for Flood Hazard Mapping Partners*, dated February 2002, and all subsequent revisions.

5. SPECIFIC INITIATIVES OR PROJECTS

Specific initiatives or projects to be performed under this Agreement are to be documented in Mapping Activity Statement(s), which will be attached to this Agreement when they are signed. The parties will be obligated to perform as described in the signed Mapping Activity Statement(s).

6. TERM

The respective duties, responsibilities, and commitments of the parties in this Agreement shall begin on the date this Agreement is signed by the parties and may be periodically renewed, revised, or terminated at the option of any of the parties. The parties agree that a 60-day notice shall be given prior to the termination of this Agreement.

THEREFORE, each party has caused this Agreement to be executed by its duly authorized representatives on the date mentioned above.

Partner Authorized Representative

Date (Printed)

Partner Authorized Representative (Printed)

Title (Printed)

FEMA Authorized Representative

Date (Printed)

FEMA Authorized Representative (Printed)

Title (Printed)

State Authorized Representative

Date (Printed)

State Authorized Representative (Printed)

Title (Printed)

(In states where statutory and/or regulatory requirements require State review and/or approval of new flood hazard data, a State representative must sign this Agreement.)

MEMORANDUM

TO: Programs, Projects and Operations Subcommittee

SUBJECT: Bids for New Front-Rotary Mower

DATE: March 31, 2003

FROM: Jerry Herbster, Park Superintendent

On April 2, 2003 the Papio-Missouri River NRD opened bids for a new front-rotary mower (72"). The mower is to replace a 10-year old front-rotary mower used by the park staff for park and recreation areas.

The District received three bids. A copy of the bid tabulation sheet is attached.

It is the recommendation of the staff that the Subcommittee recommend to the Board that the low bid of \$14,000 submitted by Bennington Implement, Inc. be accepted.

Memorandum

To: PPO Sub-Committee Members
From: Jerry Herbster
Date: April 2, 2003
Re: Bid Tab for Front Runner Mower

Bidder	Full Price	Trade Allowance	Final Price
Bennington Impl. - Omaha	\$17,500.00	\$3,500.00	\$14,000.00
Platte Valley Impl. - Wahoo	\$17,394.00	\$1,200.00	\$16,194.00
Midwest Turf - Omaha	\$18,292.00	\$3,500.00	\$14,792.00

Memo

To: Directors
From: Trent Heiser
C C
Date: March 31, 2003
Re: Allotted Equipment for Paperless

Equipment Allotted to Directors for Paperless Implementation

All Directors now have their laptops and the question of individual directors printing out documents has come up. It is staff's recommendation that the Board adopt a policy giving individual Directors a choice of using their own printer, or using a printer supplied by the District.

Option #1: Each Director may use his own printer and charge copies back to the District at a rate of \$.05 (five cents) per copy. The Directors that choose this option will supply their own paper and toner.

Option #2: For those Directors who do not wish to use their own printer, they may request a printer be supplied by the District. The District will also supply paper and toner. The request for a printer or supplies must go through Trent Heiser.

It is staff's recommendation that each Director be allowed up to \$20.00 (twenty dollars) per month for reimbursement of internet services. This will be turned in monthly on each Director's expense report with receipt attached. For Hotel visits, while conducting NRD business the Directors may be reimbursed up to \$10 per day for internet connections. The expense will be submitted as part of the Director's expense report.

As an additional note, the April 2003 board meeting will be the last meeting that paper copies for the Subcommittee & Board Meetings will be mailed out to the Directors. May 2003 will be the first Paperless Subcommittee & Board Meeting, no paper copies will be mailed out to the Directors from then on.