

**Programs, Projects & Operations
Subcommittee Meeting
April 12, 2005
7:00 p.m.
Agenda**

Programs, Projects & Operations:

John Conley, Chairman
Rich Tesar, Vice-Chairman
Fred Conley
Rick Kolowski
Joe Neary

Alternate Members: Dorothy Lanphier
Jim Thompson

Staff Liaison: Gerry Bowen
Martin Cleveland
Ralph Puls
Dick Sklenar
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. Request from Vicki Fraser and Petitioners for Equestrian Use of Existing Mo-Pac Trail from Springfield South to Louisville – Vicki Fraser and Gerry Bowen
6. Review and Recommendation on Bids for Construction of Pigeon/Jones Creek Watershed Dams 4, 5 and 14 – Ralph Puls
7. Review and Recommendation on Amendments/Additions to District Policy Manual
 - a. 1.3 Policy Manual – Effect of Policies – Paul Peters
 - b. 4.0 Board Meetings – Regular Monthly Meetings – Director Schwope
 - c. 4.2 Board Meetings – Emergency Meetings – Paul Peters
 - d. 15.9 Purchasing – Cost-Shared Projects [New]– Paul Peters
 - e. 16.9 District Property – Geocaching Regulations on All Property Owned, Operated or Maintained by P-MRNRD [New]– Christine Jacobsen

- f. 17.40 District Programs – Trails Assistance Program [New] - Gerry Bowen
- g. 19.8 Improvement Projects – Washington County Rural Water System #2 [New]–
Dick Sklenar

[NOTE: District Policy 1.5 requires that amendments to Policies 1.3, 4.0, 4.2, 15.9 and 16.9 be tabled for one month. Final consideration for adoption will be at the May 12, 2005 Board Meeting.]

- 8. Review and Recommendation on Elkhorn River Easement – Changes to Alberry Tract Access –
Gerry Bowen
- 9. Review and Recommendation on Urban Cost Share Programs – Gerry Bowen
 - a. Recreation Area Development Program
 - b. Trails Projects
 - c. Urban Drainageway Program
 - d. Urban Conservation Assistance Program
- 10. Review and Recommendation on City of Blair's Request to Extend Washington County Rural
Water #2 Distribution System – Dick Sklenar
- 11. Review and Recommendation on Trails Development Assistance Fund Agreement with
Nebraska Game and Parks Commission for Elkhorn Public Access Project on West Maple
Road – Dick Sklenar
- 12. Review and Recommendation of Papillion Creek Watershed Partnership Stage III Professional
Services Contract with HDR Engineering – Lyle Christensen, HDR Engineering and Paul
Woodward
- 13. Other Items of Interest
- 14. Adjourn

Memo to: Programs, Projects, and Operations Subcommittees

Subject: MoPac Trail – Equestrian Usage of the Trail

Date: April 5, 2005

From: Gerry Bowen

We received the attached letter, and the accompanying petitions, from Ms. Vicki Fraser of Springfield, requesting that the NRD allow equestrian usage on the Mopac Trail. Currently, the trail is completed between Main Street in Springfield (Sarpy County Fairgrounds) and the Platte River, a distance of 4.75 miles following an abandoned railroad corridor. The corridor is 100 feet in width.

The NRD currently does not allow equestrian usage on any of the trails, or recreation areas, with the exception of Walnut Creek. The equestrian trail at Walnut Creek is separate from the pedestrian trail in the park.

Ms. Fraser's letter proposes uses of the granular trail surface as a shared use area. Staff has several concerns about the proposal. These concerns are trail surface damage, liability, and disposition of the horse manure.

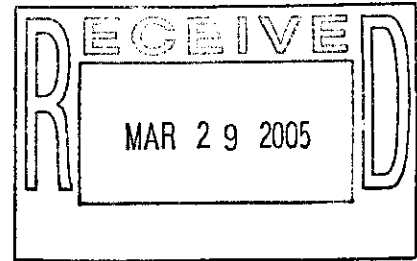
- Equestrian use on a dry surface will probably cause minimal damage the surface. However, if the surface is wet, trail surface damage will result with holes and dislocation of the granular material. This may create a safety hazard, and require increased maintenance costs.
- There is always a concern about personal safety around horses. Any number of happenings could "spook" the horse(s) into a reflexive action, kicking being the most common. Simply tying a red ribbon on the horse's tail is not an adequate safeguard for the general public.
- Horse manure may "disappear" within several days, but it would still be a concern until that happens.
- Bridge modifications will be required since an alternate crossing either Springfield or Buffalo Creek will be a challenge due to the depth of the channel and the steepness of the slopes.

Management believes that equestrian usage could possibly occur within this trail corridor, but only on a separate path. The Mopac East Trail (operated by the Lower Platte South NRD) which runs 26 miles east of Lincoln allows equestrian usage on a separate, equestrian path. Considerable tree clearing will be necessary to create a separate pathway for equestrian use. It is also believed that the equestrian group be encouraged to assist the District with maintenance of the trail under an "Adopt a Trail" arrangement.

Management recommends that the Subcommittee recommend to the Board that a the staff be directed to further investigate this proposal and prepare a cost estimate be for creating a separate equestrian trail on the Mopac Trail between Springfield and the Platte River, and report back to the subcommittee in May.

March 24, 2005

Mr. Rich Jansen, Chairman
Papio-Missouri Natural Resource District
8901 S. 154th St.
Omaha, NE 68138



Re: Equestrian use of the existing Mo-Pac trail from Springfield South to Louisville

Mr. Jansen:

I am writing on behalf of the petitioners to request that horses be allowed to use the above referenced portion of the Mo-Pac trail. It is an important link to the existing Mo-Pac trail coming out of Lincoln and connecting trails through Omaha.

The trail as it exists is excellent for horseback use as a shared trail - this limestone footing has been used on shared trails successfully all across the United States - reference the Equestrian Land Conservation Resource (Kandee Haertel). Phone (815) 858-3501. Signage would be most important as we begin to educate bikers and walkers about their responsibility on a shared trail.

I understand that at this time the NRD is reluctant to allow multi-use on a trail that includes horses - and of course we defer to your judgement. However, some of the reasons that have been cited for concern need to be debunked - horses kicking for instance. Science and research will tell you that horses are prey animals. As such, their first instinct is to run, not to kick. The "red ribbon" on the tail of a horse that is known to be a "kicker" is a trail-riding tool used because horses have a pecking order, and when in a crowd of other horses, some will kick when crowded. This behaviour is not applicable when a horse is startled on a trail by a bike, or hiker. The horse in that situation either a) has no reaction, or b) leaves, or c) is turned by the rider to face the object.

A second concern that I've heard is that horses leave behind manure. Our response is a) it's less offensive than the dog droppings that are often observed on the existing concrete paths throughout the region and b) if you don't want to see it for the three days until it decomposes and blows away, then go walk/bike on any one of the other 100+ miles of trails built in less nature-like settings. Trails are a privilege. Not only for horsemen, but for walkers and bikers as well. We can all learn to share.

The third concern is that the horses will tear up the limestone footing. The base limestone trail is similar to the footing that the Lancaster Event Center in Lincoln prepared for carriage driving - for the very reason that the horses don't tear it up. Once again, reference the Equestrian Land Conservation Resource, Kandee

Haertel: "There are limestone based trails all through Chicago that have been used multi-purpose for years and they do nothing to them to maintain them. The bikes rut them, the horses rut them, then they smooth out through use". Consider what a 200 lb. man on a bicycle does to the trail. Signage again goes a long way toward preventing damage to trails.

This has also been my experience in Colorado, where the majority of the trails are aggregate based, and are shared by horses, walkers, bikers, roller-bladers - you name it. I grew up in Kansas, riding multi-use trails, so I'm familiar with midwestern weather conditions and what they do to trails. None of the trails I've ridden have been maintained except after extreme water events that washed out bridges for example.

My interest in sharing the above with the board is primarily one of saving money. It costs less money to do good signage on a trail than it does to build another trail. Signage goes a long, long way toward educating people and preventing problems before they have a chance to manifest themselves.

Once again, we defer to your wishes.

The issue of the steel bridges can be addressed in several different ways - I'll just list a couple of them here: while my horses will cross the bridges - some won't. That can be handled by signage that asks the rider to dismount and lead their mount across the bridge. The bridges can also be planked with wood, or thirdly, riders can cross the stream.

All the above being said, horseback riders would be equally delighted with a separate, natural trail. It's just hard for us to see money spent when it doesn't have to be. I realize that the issue of liability is always a concern, but it is my understanding that adding horses to multi-use trails won't change the insurance profile. The trail is excellent as it is, and with the addition of signage would be completely safe for shared use.

The location of this trail is especially attractive for horse people because of its proximity to Springfield and Louisville. We can ride, tie the horses to the trailer, head into town for a hamburger or ice cream, fill our rigs up with fuel before heading out - as well as pick up groceries so it looks like we've been working all day instead of riding our horses. None of the existing equestrian trails have this proximity to services. Springfield has a Small Business Association that I believe will make sure that local retailers are listed at the parking lot for the trailhead.

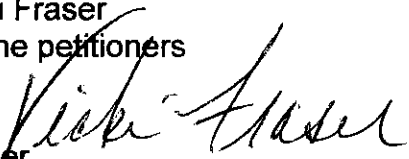
Finally, the majority of people love seeing horses and riders on the trail. Those who don't have many other trail options. A typical day would see two riders heading one direction-a mom with a stroller, a kid on a bike and two dogs heading the other. The mom would pull to the side, she and the kids would stop to see the horses - who would stop to be patted and rubbed, waves all around and we'd all go on down the trail, the dogs wanting to go with the horses, of course. Another scenario is the biker coming up from behind the two horses, he yells "on your left", and passes. Everyone continues down the trail.

That's what it looks like. The typical rider loves to share the horse with others and the people without horses really enjoy the opportunity to interact with them. It's a wonderful opportunity to build community.

The equestrian community has been seriously derelict in our development of a relationship with the NRD. The statement of the facts at the top of the petitions are not a judgement of the NRD, but a reflection of our own lack of input into the process that develops the land we would like to use. We hope to do a much better job of education, fund-raising for projects and cooperation with the District in the future.

We respectfully submit this request.

Vicki Fraser
for the petitioners



Fraser
13809 S. 127th St.
Springfield, NE 68059
402 253-2116
vjfraser@pcisys.net

Papio Missouri Natural Resource District Petition

I support the equestrian use of the Mo-Pac trail from the south edge of Springfield to the Papio/Missouri NRD boundary to facilitate the continuation of the equestrian use of the trail to Lincoln.

The scenic value of this section of trail is unparalleled in this area.

SIGNATURE

Shaunda Volkman
Robert Armstrong
Blanca Scholz
Cherish R. Lehn
Judy Carter
Rick Hartmann
Stacy Paul
Nancy Kean
Rick Green
Doranne Gerson
Kim Childers
Peggy Slagle
Marty Arnold
Rick Himmels
Gary L. Rether
Sherley L. Bell
Karyn J. Sull
Lynn Kean
Barbara Minterch
Kathy C. Gundersen
Marilyn L. King

SIGNATURE

Maria Roberts
Janell Stalk
Duke Schreiner
Tom Schreiner
Brian O. Schreiner
Chris Weber
Gale Gless
Vicki Parker
Janae Jones
Deb Jensen
Dore Schroeder
Christy Allen
Beth Auhl
Joe Stratten
Miguel L. Pook
Derek Egan
Wendy Van Horn
Randy Van Horn
Sharon Jensen
Marilyn Krummer
Dwayne Swann

Please mail completed petition to Vicki Fraser, 13809 S. 127th Street, Springfield, NE 68059 by

February 15, 2005. Thank you for your support!

Papio Missouri Natural Resource District Petition

I support the equestrian use of the Mo-Pac trail from the south edge of Springfield to the Papio/Missouri NRD boundary to facilitate the continuation of the equestrian use of the trail to Lincoln.

Per the NRD, there are over 100 miles of bike/walking trails versus 3.1 miles of equestrian trail.

The annual budget for the biking/walking trails is \$300,000 to \$400,000 versus virtually nothing (whatever it takes to mow the trail at Walnut Creek) for equestrian trails. People who own horses pay taxes too.

The scenic value of this section of trail is unparalleled in this area.

SIGNATURE

Patricia A. Scott
Nancy Schwab
Jandy Jasa
Mike Anderson
Richard Neuberg
Malcolm Miller
Brian D. Schmidt
John Miller
Debra J. Gull
Michael M. White
Walter L. Kanner
Renee L. Sufrenchak
Jan Carver
Donna G. Miller
Chet 1st
Vicki L. Velasquez
Rebecca Vogt
Myelock
Barb Palmer
Lisa M. Holmes
Mark A. Holmes

SIGNATURE

Catherine H. By
Lorise Vandell
Linda Langenberg
Carol Uecker
Gary Oates
Mistie Gussie
Lynn (un)
Michael Bush
Cindy Shaw
Barb Stepp
Celt Co.
Dale Binfield
Albert Ireland
Fabrice D. Verones
Vicki L. Van Hethoven
Manda Thron
Steven D. Redd
Sandra M. Woodard
Allison J. Bernick
Katie

Please mail completed petition to Vicki Fraser, 13809 S. 127th Street, Springfield, NE 68059 by

February 11, 2005. Thank you for your support!

Papio Missouri Natural Resource District Petition

I support the equestrian use of the Mo-Pac trail from the south edge of Springfield to the Papio/Missouri NRD boundary to facilitate the continuation of the equestrian use of the trail to Lincoln.

Per the NRD, there are over 100 miles of bike/walking trails versus 3.1 miles of equestrian trail.

The annual budget for the biking/walking trails is \$300,000 to \$400,000 versus virtually nothing (whatever it takes to mow the trail at Walnut Creek) for equestrian trails. People who own horses pay taxes too.

The scenic value of this section of trail is unparalleled in this area.

SIGNATURE

my dad
Alvin J. Penterman
Mrs. ~~Wes~~
~~John~~ ~~John~~
John Dotal
Nate Dore
Ned Mink
Yvonne Hageman
Guy R. Fitzgerald
Sharon Burr - Texedo, Ros
Margie Danesford
William J. Shepard
Ann Sullivan
Lena Lerner
Evelyn Tighe
Gailand Lyle
Leroy Tighe
Ann Tighe
Dora Hight
Shirley L. Moore
Lyn Springer

SIGNATURE

SIGNATURE

Kim Humble
William I. Luby Jr.
Cindy Richter
Balthasar Abbott
Dennis Eichen
Patti Hunsicker
Michelle Kracht
Gilbert Ballo
Carolyn Anderson
Robert A. Kramden
Cynthia P. K.
Lynn
Bob Miller
Roy Young
April E. Goff
Dough Goff
Tabatha R. Kipp
Chelsea Natividad
Tonya Beech
Dana Beach
Racine Favors

Please mail completed petition to Vicki Fraser, 13809 S. 127th Street, Springfield, NE 68059 by

February 15, 2005. Thank you for your support!

Papio Missouri Natural Resource District Petition

I support the equestrian use of the Mo-Pac trail from the south edge of Springfield to the Papio/Missouri NRD boundary to facilitate the continuation of the equestrian use of the trail to Lincoln.
 Per the NRD, there are over 100 miles of bike/walking trails versus 3.1 miles of equestrian trail.
 The annual budget for the biking/walking trails is \$300,000 to \$400,000 versus virtually nothing (whatever it takes to mow the trail at Walnut Creek) for equestrian trails. People who own horses pay taxes too.
 The scenic value of this section of trail is unparalleled in this area.

SIGNATURE

Vicki Fraser
 Scott Wegner
 Regina Cayan
 Martha E. Stuart
 Sandra Dean
 Joe D. L.
 Robert R. Rye/Jordan
 St. John
 Laura Culver
 Elizabeth K. Berry
 Claudia Blasberg
 Sandra Merton
 Kathy Ziegler
 Bob B. B. B.
 Shari Taylor
 Kelly H. Linn
 Debora Krolkowski
 Carmez Larson
 Mrs. Peterkin
 Melanie Kemp
 Victoria L. Kemp

SIGNATURE

Patty R.
 John L. Anderson
 Shelia Hadd
 Dusty Brimmer
 Vicki Anderson
 Joseph D. Anderson
 John Krueger
 Andrew Z. Hoyer
 Laurel C. Hoyer
 Bill Hoyer
 Lynn C. Bragg
 Linda Miller
 Carol F. F. F.
 Linda
 Tammy Woodrow
 Greg Hanson
 Linda Hanson
 Kay Ruff
 Diane C. Roth
 Laura Denniston
 Sheldon L. Roth

Please mail completed petition to Vicki Fraser, 13809 S. 127th Street, Springfield, NE 68059 by
 February 15, 2005. Thank you for your support!

Papio Missouri Natural Resource District Petition

I support the equestrian use of the Mo-Pac trail from the south edge of Springfield to the Papio/Missouri NRD boundary to facilitate the continuation of the equestrian use of the trail to Lincoln.
 Per the NRD, there are over 100 miles of bike/walking trails versus 3.1 miles of equestrian trail.
 The annual budget for the biking/walking trails is \$300,000 to \$400,000 versus virtually nothing (whatever it takes to mow the trail at Walnut Creek) for equestrian trails. People who own horses pay taxes too.
 The scenic value of this section of trail is unparalleled in this area.

SIGNATURE

Wesley D McQuinnis
 Susan C McQuinnis
 Ginni Van Stratten
 Ann Mason
 Jeff Gornatz
 Kathy Saper
 Judy Karges
 Deborah Fock
 Beth Oyle
 Edan Afferton
 Duane Ambler
 Virginia McQuinnis
 Mari Frizzell
 Pam Wagner
 [Signature]
 Kris Faust
 Pat Braumant
 Jessica Hitchman
 Phil P. Bayl
 Carla Kellsey
 [Redacted] Mary Coker

SIGNATURE

Judie Fager
 Sheryl Butcher
 [Signature]
 Anne E Johnson
 Karen Jensen
 Don Smith
 Nancy Smith
 Sheila M. Brander
 Gary Stark
 David Horner
 Frances E. Horner
 Betty Wilkoff
 [Signature]
 [Signature]
 Allison Hicks
 Robert E. Jensen
 Glenn MacBee
 Mary Kay Senner
 Robert Patterson
 Joanne Patterson
 [Signature]

Please mail completed petition to Vicki Fraser, 13809 S. 127th Street, Springfield, NE 68059 by
 February 15, 2005. Thank you for your support!

Papio Missouri Natural Resource District Petition

I support the equestrian use of the Mo-Pac trail from the south edge of Springfield to the Papio/Missouri NRD boundary to facilitate the continuation of the equestrian use of the trail to Lincoln.
The scenic value of this section of trail is unparalleled in this area.

SIGNATURE

Thomas Perez
Perry E. Brown
Mark L. Hansen
Cheri L. Stockton
Sergio L. Smith
Christopher H. Co
Steve Komeslun
Carol Brinkman
Sharon Port
Marjorie J. Eastman
William Eastman
K. C. De
Dennis J. Layton
Samuel Benjamin
Michael D. Currie
Charles W. Clow
Paula W. Clow
Mimi Chession

SIGNATURE

Don Jay
Jimmy McAtee
Amy L. Brown
Stephanie L. McHurry
Steve A. Knight
Tom Peters
Michael Schubert
Nancy Qualheim
Bob D. Gray
W. H. Co
Mark L.
Linda Kelsick
Shirley W. W. W.
Nicky S. S.
Nicholas P. P.
K. Sebastian Long
Isabel Arrington
Doreen Thompson
Barb Simmons
Jack Simmons

Please mail completed petition to Vicki Fraser, 13809 S. 127th Street, Springfield, NE 68059 by
February 15, 2005. Thank you for your support!

Papio Missouri Natural Resource District Petition

I support the equestrian use of the Mo-Pac trail from the south edge of Springfield to the Papio/Missouri NRD boundary to facilitate the continuation of the equestrian use of the trail to Lincoln. Per the NRD, there are over 100 miles of bike/walking trails versus 3.1 miles of equestrian trail. The annual budget for the biking/walking trails is \$300,000 to \$400,000 versus virtually nothing (whatever it takes to mow the trail at Walnut Creek) for equestrian trails. People who own horses pay taxes too. The scenic value of this section of trail is unparalleled in this area.

SIGNATURE

SIGNATURE

SIGNATURE

Shirley
Steven M. Law
Shanna Watson
Cynthia Helmick
Michael Helmick
Heidi Klier
Shirley E. Schindler
Thomas Lat
Angela McCluskey
Gloria L. Byrne
Swann Kline
Theresa A. Scott
Carol A. Smyth
Mary Lou Esberpack
Glenys J. Campbell
Allie Lipp
Christina Gottschall
Jack H. Loring
Carrie Bush
Vivi Brunell

[illegible]

Please mail completed petition to Vicki Fraser, 13809 S. 127th Street, Springfield, NE 68059 by February 15, 2005. Thank you for your support!

Papio Missouri Natural Resource District Petition

I support the equestrian use of the Mo-Pac trail from the south edge of Springfield to the Papio/Missouri NRD boundary to facilitate the continuation of the equestrian use of the trail to Lincoln.

Per the NRD, there are over 100 miles of bike/walking trails versus 3.1 miles of equestrian trail.

The annual budget for the biking/walking trails is \$300,000 to \$400,000 versus virtually nothing (whatever it takes to mow the trail at Walnut Creek) for equestrian trails. People who own horses pay taxes too.

The scenic value of this section of trail is unparalleled in this area.

SIGNATURE

SIGNATURE

Wright Titman
Shelli Winters
Bob Rommelange
Sue H. A.
John L. Bostwick

Please mail completed petition to Vicki Fraser, 13809 S. 127th Street, Springfield, NE 68059 by February 15, 2005. Thank you for your support!

Papio Missouri Natural Resource District Petition

I support the equestrian use of the Mo-Pac trail from the south edge of Springfield to the Papio/Missouri NRD boundary to facilitate the continuation of the equestrian use of the trail to Lincoln.

Per the NRD, there are over 100 miles of bike/walking trails versus 3.1 miles of equestrian trail.

The annual budget for the biking/walking trails is \$300,000 to \$400,000 versus virtually nothing (whatever it takes to mow the trail at Walnut Creek) for equestrian trails. People who own horses pay taxes too.

The scenic value of this section of trail is unparalleled in this area.

SIGNATURE

Nickel Springfield
Judy Whitlock
Mary Anne Peneman
Gilda Gadd
Gail Felt
Jesse M. Puma
James Mace
Shirley Baker
Pat Vanech

SIGNATURE

Barbara Allen
Jim Hays
Audrey Estep
Paul Baker
Decker McLeod
Janae Rogers
Tommy Augustine
Allen Schipper

Please mail completed petition to Vicki Fraser, 13809 S. 127th Street, Springfield, NE 68059 by February 15, 2005. Thank you for your support!

Papio Missouri Natural Resource District Petition

I support the equestrian use of the Mo-Pac trail from the south edge of Springfield to the Papio/Missouri NRD boundary to facilitate the continuation of the equestrian use of the trail to Lincoln.

The scenic value of this section of trail is unparalleled in this area.

SIGNATURE

Edy Apple
Kathy Fleiss
Tommy Crane
Sharon Vay Duels
Lama Baker
Mary Elizabeth Lomax
WAYNE KRAMER
Don Haggwood
Duffie Haggwood
Steve Ellis
Eileen M. White - Bliss
Sharon Perdue
Dan Perdue
Karen S. Kennedy
Jane Matson
Lynn McBoer
Shellen Koten
Alexa Broderick
Ashli Evans
Eva Henderson
Gage Bolen

SIGNATURE

Charity Clausen
RONALD McKenzie
Julia
Dawn Fournier
Clemor P. Rogan
Lylynn Rogan
Linn Miller

Please mail completed petition to Vicki Fraser, 13809 S. 127th Street, Springfield, NE 68059 by

February 15, 2005. Thank you for your support!

Papio Missouri Natural Resource District Petition

I support the equestrian use of the Mo-Pac trail from the south edge of Springfield to the Papio/Missouri NRD boundary to facilitate the continuation of the equestrian use of the trail to Lincoln.

The scenic value of this section of trail is unparalleled in this area.

SIGNATURE

SIGNATURE
Cindy K Hartman

Thurmond H Lab Inc

Harry Kinschman

Robert A. Thompson

Cyndie McLaughli

Jayce Buntzner

John B. B. B. B.

John Nelson

Barb Malcom

John Andrews

John V. Martin
K-11 227

Kalan, Nathan

Quinda Nashley

Barbara Hall

Klaus Wernhoff
S. 22. 11.

Vara IV Lley
Rus

1292

SIGNATURE

Please mail completed petition to Vicki Fraser, 13809 S. 127th Street, Springfield, NE 68059 by

February 15, 2005. Thank you for your support!

Papio Missouri Natural Resource District Petition

I support the equestrian use of the Mo-Pac trail from the south edge of Springfield to the Papio/Missouri NRD boundary to facilitate the continuation of the equestrian use of the trail to Lincoln.

The scenic value of this section of trail is unparalleled in this area.

SIGNATURE

[Handwritten signatures]
Mark By
Barb Jensen
Julie Wood
Cheri L. Sahn
Dawn M. Lusk
Lynn Stenhouse
Marti Norton
Cheryl Rhodes
Liz Byers
Mae Redler
Dee C. Clark
Christine Miller
Dawn Dutton
Lynne M. Miller
Don Simpson
Gary J. Stover
Cora Stover
Marilyn K.

SIGNATURE

[Handwritten signatures]
Kathleen M. Ginn
John Stohmann
Debra Brown
Mickie Dunn Stover
Lynn Stover
Helen K. Stover
Joshua J. Freeman
Kelly M. Fawcett
Cosce Hower
Todd Fawcett
Robert Day
Lynn Stover
Lynn Stover

Please mail completed petition to Vicki Fraser, 13809 S. 127th Street, Springfield, NE 68059 by February 15, 2005. Thank you for your support!

MEMORANDUM

TO: Programs, Projects and Operations Subcommittee

FROM: Ralph Puls, Land and Water Programs Coordinator

SUBJECT: Construction Bids for Pigeon/Jones Creek Watershed Sites #4, #5 and #14

DATE: April 5, 2005

On March 31, 2005, sealed bids were opened that were submitted for the construction of Pigeon/Jones Watershed structures; Sites # 4, # 5 and # 14. Site # 14 is located in the Jones Creek Watershed in the drainage area of the proposed multi-purpose structure P/J Site # 15. Sites # 4 and # 5 are located in the Pigeon Creek Watershed near the flood control dam built near Hubbard, NE in 2003.

Four bids were received, a summary of which is attached. The apparent low bid of \$165,835.35 was submitted by Cooney Fertilizer, Inc. from Walthill, NE. All bids were reviewed by the Natural Resources Conservation Service (NRCS) and they have determined that Cooney Fertilizer, Inc. is the lowest and best bid. Funds from the Environmental Quality Incentive Program (EQIP) and from the P-MRNRD Special Watershed Project funds are budgeted and available to pay for the cost of construction. The NRCS estimate of the cost of construction is \$152,838.08. One of the reasons for the difference in the Engineer's estimate and the low bid is recent increases in fuel and steel prices and the anticipation of further increases. Another reason is that EQIP cost-sharing does not include all cost-components that are normally included as eligible costs through the P-MRNRD cost-sharing program.

It is Staff's recommendation that the Sub-Committee recommend to the Board of Directors that Cooney Fertilizer, Inc's. bid of \$165,835.35 be accepted and the General Manager be authorized to execute the necessary contract documents.

ISSUING OFFICE:				Engineer Estimate:				Page 1 of 2			
Papio-Missouri River NRD 8901 South 154th Street Omaha, Nebraska 68138				B. GOVERNMENT ESTIMATE (Check A, B or C and complete D, E and F)				2. DATE ISSUED		3. DATE OPENED 3/31/2005	
PROJECT TYPE: Grade and Flood Control Structure				A.Hired Labor				NO. 1 - A. OFFEROR		9. OFFERS	
PIGEON JONES CREEK SITE 4				B. Reasonable Contract (wo pro)				Cooney Fertilizer Inc.		NO. 2 - A. OFFEROR	
DAKOTA COUNTY, NEBRASKA				C. Reasonable Contract (w pro)				RR1 Box 165		Detlefsen Const.	
Date: 01/05/05				F. ESTIMATED AMOUNT				Walthill, NE 68067		57363 Hwy 20	
7A. ITEM NO	7B. DESCRIPTION OF OFFERED ITEM	7C. EST. QUANTITY	D. UNIT	E. UNIT PRICE	F. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT
1	Mobilization		Subsidiary								
2	Water	20	1000/GAL	20.00	\$ 400.00	30.00	\$ 600.00	90.00	\$ 1,800.00		
3	Site Preparation (E09)	5.3	AC	2,000.00	\$ 10,600.00	950.00	\$ 5,035.00	1424.71	\$ 7,550.96		
4	Excavation (E06)	3,050	CY	2.50	\$ 7,625.00	2.10	\$ 6,405.00	2.80	\$ 8,540.00		
5	Earthfill-Class C (E02)	11,405	CY	1.23	\$ 14,028.15	1.35	\$ 15,396.75	1.25	\$ 14,256.25		
6	Drainfill (C31)	135	CY	30.00	\$ 4,050.00	15.89	\$ 2,145.15	55.00	\$ 7,425.00		
7	*Concrete (C03)	2.8	CY	150.00	\$ 420.00	375.00	\$ 1,050.00	715.00	\$ 2,002.00		
8	*Steel Re-Bar (C42)	347	LB	1.15	\$ 399.05	1.01	\$ 350.47	1.75	\$ 607.25		
9	CMP 48"-14 Ga (P55)	116	FT	140.00	\$ 16,240.00	170.00	\$ 19,720.00	158.00	\$ 18,328.00		
10	CMP 10"-16 Ga (P45)	36	FT	30.00	\$ 1,080.00	28.00	\$ 1,008.00	22.50	\$ 810.00		
11	CMP - Riser 66" 12 Ga (P55)	12	FT	250.00	\$ 3,000.00	334.09	\$ 4,009.08	328.00	\$ 3,936.00		
12	Metal Fabrication (C41)	547	LB	2.44	\$ 1,334.68	3.30	\$ 1,805.10	3.17	\$ 1,733.99		
13	Rock RipRap-Outlet (C51)	8	CY	40.00	\$ 320.00	65.00	\$ 520.00	70.00	\$ 560.00		
14	Rock RipRap-Inlet (C52)	12	CY	60.00	\$ 720.00	85.00	\$ 1,020.00	70.00	\$ 840.00		
15	Cathodic Protection		Subsidiary								
16	Seed/Mulch (G13,GS03,G73)	2.6	AC	750.00	\$ 1,950.00	1200.00	\$ 3,120.00	300.00	\$ 780.00		
17	Fencing (F04)	1700	FT	2.00	\$ 3,400.00	3.00	\$ 5,100.00	2.50	\$ 4,250.00		
18											
19											
20											
TOTALS					\$ 65,566.88		\$ 67,284.55		\$ 73,419.45		

(PJ4) OFFERS - CONTIUED													Page 2 of 2
ITEM NO.	NO.3 - A. OFFEROR			NO.4 - A. OFFEROR			NO.5 - A. OFFEROR			NO.6 - A. OFFEROR			NO.7 - A. OFFEROR
	D. UNIT PRICE	E. ESTIMATED AMOUNT		D. UNIT PRICE	E. ESTIMATED AMOUNT		D. UNIT PRICE	E. ESTIMATED AMOUNT		D. UNIT PRICE	E. ESTIMATED AMOUNT		
	Camden Excavating			Joy Dirt Construction									
	P.O. Box 304			P.O. Box 185									
	Blair, NE 68008			Cuthing, IA 51018-0185									
	B.BID SECURITY(TYPE/AMOUNT) Bid Bond/\$8,901.56			B.BID SECURITY(TYPE/AMOUNT) Bid Bond/\$7,984.01			B.BID SECURITY(TYPE/AMOUNT)			B.BID SECURITY(TYPE/AMOUNT)			B.BID SECURITY(TYPE/AMOUNT)
	C.ADDENDA ACKNOWLEDGED:			C.ADDENDA ACKNOWLEDGED:			C.ADDENDA ACKNOWLEDGED:			C.ADDENDA ACKNOWLEDGED:			C.ADDENDA ACKNOWLEDGED:
7A	John Camden Sr.			Donald D. Joy									
	D. UNIT PRICE	E. ESTIMATED AMOUNT		D. UNIT PRICE	E. ESTIMATED AMOUNT		D. UNIT PRICE	E. ESTIMATED AMOUNT		D. UNIT PRICE	E. ESTIMATED AMOUNT		E. ESTIMATED AMOUNT
1		\$ -			\$0.00								
2	0.10	\$ 2.00		31.29	\$625.80								
3	2750.00	\$ 14,575.00		1509.43	\$7,999.98								
4	2.31	\$ 7,045.50		2.70	\$8,235.00								
5	1.35	\$ 15,396.75		1.95	\$22,239.75								
6	38.50	\$ 5,197.50		38.45	\$5,190.75								
7	330.00	\$ 924.00		495.00	\$1,386.00								
8	1.65	\$ 572.55		1.80	\$624.60								
9	220.00	\$ 25,520.00		169.36	\$19,645.76								
10	44.00	\$ 1,584.00		20.25	\$729.00								
11	495.00	\$ 5,940.00		343.37	\$4,120.44								
12	4.07	\$ 2,226.29		2.72	\$1,487.84								
13	55.00	\$ 440.00		79.27	\$634.16								
14	*93.50	\$ 1,122.00		63.00	\$756.00								
15		\$ -			\$0.00								
16	1100.00	\$ 2,860.00		900.00	\$2,340.00								
17	3.30	\$ 5,610.00		2.25	\$3,825.00								
18													
19													
20													
TOTALS		\$ 89,015.59			\$ 79,840.08			\$ -			\$ -		\$ -

ISSUING OFFICE:				Engineer Estimate:				Page 1 of 2			
Papio-Missouri River NRD				B. GOVERNMENT ESTIMATE (Check A, B or C and complete D, E and F)				2. DATE ISSUED		3. DATE OPENED	
8901 South 154th Street										3/31/2005	
Omaha, Nebraska 68138											
PROJECT TYPE: Grade and Flood Control Structure								9. OFFERS			
								NO. 1 - A. OFFEROR		NO. 2 - A. OFFEROR	
								Cooney Fertilizer Inc.		Detlefsen Const.	
PIGEON JONES CREEK SITE 5								RR1 Box 165		57363 Hwy 20	
								Walthill, NE 68067		Laurel, NE 68745	
DAKOTA COUNTY, NEBRASKA								B. BID SECURITY (TYPE/AMOUNT) Bid Bond/ \$6,574.87		B. BID SECURITY (TYPE/AMOUNT) Check/ \$7,330.89	
								C. ADDENDA ACKNOWLEDGED: Ray Cooney		C. ADDENDA ACKNOWLEDGED: Lathan Detlefsen	
Date: 01/05/05											
7A. ITEM #	7B. DESCRIPTION OF OFFERED ITEM	7C. EST. QUANTITY	D. UNIT	E. UNIT PRICE	F. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT		
1	Mobilization		Subsidiary								
2	Water	20	1000/GAL	\$ 20.00	\$ 400.00	30.00	\$ 600.00	90.00	\$ 1,800.00		
3	Site Preparation (E09)	4	AC	\$ 2,500.00	\$ 10,000.00	3000.00	\$ 12,000.00	4,887.50	\$ 19,550.00		
4	Excavation (E06)	1,609	CY	\$ 2.50	\$ 4,022.50	2.10	\$ 3,378.90	2.80	\$ 4,505.20		
5	Earthfill-Class C (E02)	9,771	CY	\$ 1.23	\$ 12,018.33	1.35	\$ 13,190.85	1.25	\$ 12,213.75		
6	Drainfill (C31)	76	CY	\$ 30.00	\$ 2,280.00	16.23	\$ 1,233.48	55.00	\$ 4,180.00		
7	*Concrete (C03)	2.5	CY	\$ 150.00	\$ 375.00	375.00	\$ 937.50	684.00	\$ 1,710.00		
8	*Steel Re-Bar (C42)	94	LB	\$ 1.15	\$ 108.10	1.01	\$ 94.94	1.75	\$ 164.50		
9	CMP 48"-14Ga. (P55)	114	FT	\$ 150.00	\$ 17,100.00	170.00	\$ 19,380.00	162.82	\$ 18,561.48		
10	CMP 10"-16Ga. (P45)	30	FT	\$ 30.00	\$ 900.00	28.00	\$ 840.00	27.20	\$ 816.00		
11	CMP - Riser 66" 12Ga (P55)	8	LF	\$ 250.00	\$ 2,000.00	340.00	\$ 2,720.00	346.00	\$ 2,768.00		
12	Metal Fabrication(C41)	900	LB	\$ 2.44	\$ 2,196.00	3.07	\$ 2,763.00	1.70	\$ 1,530.00		
13	Rock RipRap-Outlet (C51)	6	CY	\$ 40.00	\$ 240.00	65.00	\$ 390.00	70.00	\$ 420.00		
14	Rock RipRap-Inlet (C52)	12	CY	\$ 60.00	\$ 720.00	85.00	\$ 1,020.00	70.00	\$ 840.00		
15	Cathodic Protection		Subsidiary								
16	Seed/Mulch (G13,GS03,G73)	2.5	AC	\$ 750.00	\$ 1,875.00	1200.00	\$ 3,000.00	300.00	\$ 750.00		
17	Fencing (F04)	1400	FT	\$ 2.00	\$ 2,800.00	3.00	\$ 4,200.00	2.50	\$ 3,500.00		
18											
19											
20											
TOTALS					\$ 57,034.93		\$ 65,748.67		\$ 73,308.93		

(PJ 5) OFFERS - CONTINUED														Page 2 of 2	
NO.3 - A. OFFEROR				NO.4 - A. OFFEROR		NO.5 - A. OFFEROR		NO.6 - A. OFFEROR		NO.7 - A. OFFEROR					
Camden Excavating				Joy Dirt Construction											
P.O. Box 304				P.O. Box 185											
Blair, NE 68008				Cuthing, IA 51018-0185											
B.BID SECURITY(TYPE/AMOUNT) Bid Bond/\$7,688.54				B.BID SECURITY(TYPE/AMOUNT) Bid Bond/\$8,715.37		B.BID SECURITY(TYPE/AMOUNT)		B.BID SECURITY(TYPE/AMOUNT)		B.BID SECURITY(TYPE/AMOUNT)		B.BID SECURITY(TYPE/AMOUNT)			
C.ADDENDA ACKNOWLEDGED: John Camden Sr.				C.ADDENDA ACKNOWLEDGED: Donald D. Joy		C.ADDENDA ACKNOWLEDGED:		C.ADDENDA ACKNOWLEDGED:		C.ADDENDA ACKNOWLEDGED:		C.ADDENDA ACKNOWLEDGED:			
ITEM NO.				D. UNIT PRICE		E. ESTIMATED AMOUNT		D. UNIT PRICE		E. ESTIMATED AMOUNT		D. UNIT PRICE		E. ESTIMATED AMOUNT	
1				\$		\$0.00									
2				0.10 \$ 2.00		\$625.80									
3				2750.00 \$ 11,000.00		\$27,000.00									
4				2.48 \$ 3,990.32		\$4,827.00									
5				1.38 \$ 13,483.98		\$19,542.00									
6				38.50 \$ 2,926.00		\$2,922.20									
7				330.00 \$ 825.00		\$2,117.83									
8				1.82 \$ 171.08		\$178.60									
9				240.00 \$ 27,360.00		\$17,812.50									
10				44.00 \$ 1,320.00		\$600.60									
11				440.00 \$ 3,520.00		\$2,848.16									
12				3.85 \$ 3,465.00		\$2,133.00									
13				55.00 \$ 330.00		\$390.00									
14				93.50 \$ 1,122.00		\$756.00									
15				\$		\$0.00									
16				1100.00 \$ 2,750.00		\$2,250.00									
17				3.30 \$ 4,620.00		\$3,150.00									
18															
19															
20															
TOTALS				\$ 76,885.38		\$ 87,153.69		\$		\$		\$		\$	

ISSUING OFFICE:				Engineer Estimate:				Page 1 of 2			
Papio-Missouri River NRD				2. DATE ISSUED				3. DATE OPENED			
8901 South 154th Street								3/31/2005			
Omaha, Nebraska 68138								9. OFFERS			
				NO. 1 - A. OFFEROR				NO. 2 - A. OFFEROR			
PROJECT TYPE: Grade and Flood Control Structure				Cooney Fertilizer Inc.				Detlefsen Const.			
PIGEON JONES CREEK SITE 14				RR1 Box 165				57363 Hwy 20			
				A.Hired Labor				Walthill, NE 68067			
DAKOTA COUNTY, NEBRASKA				B. Reasonable Contract (wo pro)				B.BID SECURITY(TYPE/AMOUNT)			
				C. Reasonable Contract (w pro)				Bid Bond/ \$3,280.21			
Date 01/05/05				Ray Cooney				C.ADDENDA ACKNOWLEDGED: Lathan Detlefsen			
7A. ITEM NO	7B. DESCRIPTION OF OFFERED ITEM	7C EST. QUANTITY	D. UNIT	E. UNIT PRICE	F. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT		
1	Mobilization		Subsidiary								
2	Water	20	1000/GAL	\$ 20.00	\$ 400.00	30.00	\$ 600.00	90.00	\$ 1,800.00		
3	Site Preparation (E09)	0.5	AC	\$ 2,500.00	\$ 1,250.00	800.00	\$ 400.00	9,250.00	\$ 4,625.00		
4	Excavation (E06)	1,643	CY	\$ 2.50	\$ 4,107.50	2.10	\$ 3,450.30	2.80	\$ 4,600.40		
5	Earthfill-Class C (E02)	6,909	CY	\$ 1.23	\$ 8,498.07	1.35	\$ 9,327.15	1.25	\$ 8,636.25		
6	Drainfill (C31)	48.6	CY	\$ 30.00	\$ 1,458.00	16.10	\$ 782.46	55.00	\$ 2,673.00		
7	*Concrete (C03)	0.4	CY	\$ 150.00	\$ 60.00	400.00	\$ 160.00	4,790.00	\$ 1,916.00		
8	*Steel Re-Bar (C42)	22	LB	\$ 1.15	\$ 25.30	1.01	\$ 22.22	64.68	\$ 1,422.96		
9	CMP 24"-16Ga. (P50)	146	FT	\$ 83.00	\$ 12,118.00	101.00	\$ 14,746.00	63.42	\$ 9,259.32		
10	Metal Fabrication(C41)	285	LB	\$ 2.44	\$ 695.40	2.50	\$ 712.50	1.68	\$ 478.80		
11	Rock RipRap-Outlet (C51)	3.1	CY	\$ 40.00	\$ 124.00	65.00	\$ 201.50	70.00	\$ 217.00		
12	Cathodic Protection		Subsidiary								
13	Seed & Mulch (GS03, G73)	2	AC	\$ 750.00	\$ 1,500.00	1,200.00	\$ 2,400.00	300.00	\$ 600.00		
14	Fencing (F04)	0	FT	\$ 1.50	\$ -	0.00	\$ -	0.00	\$ -		
15											
16											
17											
TOTALS					\$ 30,236.27		\$ 32,802.13		\$ 36,228.73		

TOTAL \$	152,838.08	TOTAL \$	165,835.35	TOTAL \$	182,957.11
----------	------------	----------	------------	----------	------------

(PJ14) OFFERS - CONTINUED

NO.3 - A. OFFEROR		NO.4 - A. OFFEROR		NO.5 - A. OFFEROR		NO.6 - A. OFFEROR		NO.7 - A. OFFEROR	
Camden Excavating		Joy Dirt Construction							
P.O. Box 304		P.O. Box 185							
Blair, NE 68008		Cuthing, IA 51018-0185							
B.BID SECURITY(TYPE/AMOUNT)		B.BID SECURITY(TYPE/AMOUNT)		B.BID SECURITY(TYPE/AMOUNT)		B.BID SECURITY(TYPE/AMOUNT)		B.BID SECURITY(TYPE/AMOUNT)	
Bid Bond/\$3,155.74		Bid Bond/\$3,828.63							
C.ADDENDA ACKNOWLEDGED:		C.ADDENDA ACKNOWLEDGED:		C.ADDENDA ACKNOWLEDGED:		C.ADDENDA ACKNOWLEDGED:		C.ADDENDA ACKNOWLEDGED:	
John Camden Sr.		Donald D. Joy							
ITEM NO.	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE
1	0	\$ -	0	\$0.00					
2	0.10	\$ 2.00	31.29	\$625.80					
3	1100.00	\$ 550.00	6000.00	\$3,000.00					
4	2.31	\$ 3,795.33	3.00	\$4,929.00					
5	1.29	\$ 8,912.61	2.00	\$13,818.00					
6	37.00	\$ 1,798.20	38.45	\$1,868.67					
7	330.00	\$ 132.00	70.00	\$28.00					
8	1.65	\$ 36.30	0.50	\$11.00					
9	85.00	\$ 12,410.00	72.49	\$10,583.54					
10	5.50	\$ 1,567.50	4.83	\$1,376.55					
11	49.50	\$ 153.45	79.27	\$245.74					
12	0.00	\$ -	0.00	\$0.00					
13	1100.00	\$ 2,200.00	900.00	\$1,800.00					
14	0.00	\$ -	0.00	\$0.00					
15									
16									
17									
18									
19									
20									
TOTALS		\$ 31,557.39		\$ 38,286.30		\$ -		\$ -	\$ -

TOTAL \$	197,458.36	TOTAL \$	205,280.06
----------	------------	----------	------------

MEMORANDUM

TO: Programs, Projects and Operations Subcommittee

SUBJECT: Amendments/Additions to District Policy Manual:

- 1.3 Policy Manual – Effect of Policies – Paul Peters
- 4.0 Board Meetings – Regular Monthly Meetings – Director Schwope
- 4.2 Board Meetings – Emergency Meetings – Paul Peters
- 15.9 Purchasing – Cost-Shared Projects [NEW] – Paul Peters
- 16.9 District Property – Geocaching Regulations on All Property Owned,
Operated or Maintained by P-MRNRD [NEW]– Christine
Jacobsen
- 17.40 District Programs – Trails Assistance Program [NEW]– Gerry Bowen
- 19.8 Improvement Projects – Washington County Rural Water System #2
[NEW]– Dick Sklenar

FROM: P-MRNRD Staff

DATE: April 5, 2005

The following amendments/additions to the P-MRNRD Policy Manual are submitted for Subcommittee consideration. Please note District Policy 1.5 requires that amendments to Policy 1.3, 4.0, 4.2, 15.9 and 16.9 be tabled for one month. Final consideration for adoption will be at the May 12, 2005 Board Meeting.

<u>POLICY</u>	<u>EXPLANATION</u>
<u>1.3 Policy Manual - Effect of Policies</u>	This amendment is suggested by District Legal Counsel Paul Peters to clarify the existing policy. (see attached)
<u>4.0 Board Meetings - Regular Monthly Meetings.</u>	This amendment submitted by Director John Schwope would change the time of Board meetings to 7:00 p.m. from November through April. Effective date – November 2005. (see attached)
<u>4.2 Board Meetings – Emergency Meetings</u>	This amendment is suggested by District Legal Counsel Paul Peters to clarify the existing policy. (see attached)
<u>15.9 Purchasing – Cost-Shared Projects</u>	This is a new policy suggested by District Legal Counsel Paul Peters to clarify the existing policy. (see attached)

<p><u>16.9 District Property – Geocaching Regulations for All Property Owned, Operated or Maintained by P-MRNRD</u></p>	<p>This is a new policy submitted by Christine Jacobsen. Geocaching (the sport/learning opportunity of using technology to find hidden treasures using GPS coordinates) is becoming an increasingly popular activity in Nebraska recreation areas, including several of the Papio-Missouri River NRD managed sites. Currently we have several caches at both Chalco Hills and Walnut Creek. This would allow the District better control over the individuals placing these caches as well as their contents. (see attached)</p>
<p><u>17.40 District Programs - Trails Assistance Program</u></p>	<p>This is a new policy submitted by Gerry Bowen. The Trails Assistance Program (TAP) is a new program (see below) of the District to provide cost sharing with municipalities who have been approved for federal transportation enhancement funding for a trail project in their community. (see attached)</p>
<p><u>19.8 Improvement Projects – Washington County Rural Water System #2</u></p>	<p>This is a new policy submitted by Dick Sklenar to include Washington County Rural Water System #2 in Policy Manual. (see attached)</p>

It is recommended that the Subcommittee recommend to the Board the following:

That the following amendments/additions to the District Policy Manual be tabled for one month pursuant to District Policy 1.5 with final consideration at the May 12, 2005 Board Meeting:

- 1.3 Policy Manual – Effect of Policies**
- 4.0 Board Meetings – Regular Monthly Meetings**
- 4.2 Board Meetings – Emergency Meetings**
- 15.9 Purchasing – Cost-Shared Projects**
- 16.9 District Property – Geocaching Regulations on All Property Owned, Operated or Maintained by P-MRNRD**

And, that the following policies be adopted and incorporated into the District Policy Manual:

- 17.40 District Programs – Trails Assistance Program**
- 19.8 Improvement Projects – Washington County Rural Water System #2**

1.3 Policy Manual - Effect of Policies. Except as otherwise provided by law or as otherwise authorized, provided or necessarily implied by a subsequent resolutions of the Board, these policies, including the appendices to these policies, shall govern the activities and administration of the District, superseding all prior resolutions of the Board in conflict herewith.

[December 5, 1986; May 12, 2005]

4.0 Board Meetings - Regular Monthly Meetings. Unless otherwise designated by the Board, the regularly scheduled monthly meeting of the Board shall be held on the second Thursday of each month, at the principal office of the District. Each meeting shall begin at 7:00 p.m. November through April and 8:00 p.m. May through October unless otherwise designated. If, prior to the meeting time the General Manager and the Chairperson determine that weather conditions are or will be dangerous for travel to and from the meeting, the regularly scheduled monthly meeting shall be postponed until 8:00 o'clock p.m. on the Thursday following such scheduled meeting date, or, if such date is a legal holiday, until 8:00 p.m. on the second Thursday following such scheduled meeting date. The General Manager shall cause every reasonable effort to be made to notify each director of such postponement.

[December 5, 1986; December 8, 1988; May 12, 2005]

4.2 Board Meetings - Emergency Meetings. (Governed by Section 84-1411(5) R.R.S., 1999.) When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes and any formal action taken in such meeting shall pertain only to the emergency. Such emergency meetings may be held by means of electronic or telecommunication equipment. The provisions of Section 84-1411(4) R.R.S., 1999, shall be complied with in conducting emergency meetings, i.e., reasonable efforts shall be made to provide advance notification to the news media of the time, place and subject of the emergency meeting shall be made. Minutes specifying the nature of the emergency and any formal action taken will be available to the public no later than the end of the next regular business day.

[December 5, 1986; May 12, 2005]

15.9 Purchasing – Cost-Shared Projects. Paragraphs 15.0 through 15.8 of these policies shall not apply to projects engineered and constructed by other governmental agencies, developers or other cooperators in accordance with cost-sharing agreements with the District that are specifically authorized by the Board.

[May 12, 2005]

16.9 District Property – Geocaching Regulations for All Property Owned, Operated or Maintained by P-MRNRD

I. TERMS DEFINED:

- a) *GEOCACHING* means an adventure game for users of GPS devices whereby individuals and organizations set up geocaches and share the locations of these geocaches on the internet. Other users of GPS devices then use such location coordinates to find the geocaches. Once found, a geocache may provide the finder with a variety of rewards. The finder often is asked leave something for the geocache.
- b) *GPS DEVICE* means an electronic device that can determine an approximate location on the planet using the federal satellite Global Positioning System.

II. GEOCACHE PERMITS:

- a) Placement of a geocache on District property must be preceded by the securing of a Special Use Permit. District property allowing the permitted placement of geocaches includes: Park and Recreation Areas, Management Areas, Conservation Corridors and Wildlife Management Areas. Permits may be obtained by contacting the District's office at (402) 444-6222, on-line at www.papionrd.org or in person at 8901 S. 154th Street, Omaha, Nebraska 68138.
- b) The applicant for a permit must provide a valid address, telephone number, e-mail address, vehicle license number, driver's license number, and the web site address(es) on which the geocache location will be posted.
- c) The location of the geocache must be pre-approved by the General Manager or Park Superintendent, whose main concerns will be public safety and the prevention of undesirable impacts to natural and cultural resources. The General Manager or Park Superintendent will advise of any off-limits areas, other permitted geocaches and possible prescribed burn areas for the calendar year.
- d) Once a geocache is placed, the applicant must return to the District office to record the exact geocache location, including GPS coordinates, which then will be endorsed on the permit.
- e) All permits will be in effect for a calendar year. A new permit will need to be applied for and authorized each calendar year. If during the effective period of a permit, a permit holder wants to change the location of a geocache, a new permit must be issued and the effective permit cancelled.
- f) Upon the expiration of a permit, the permit holder is responsible for removing the geocache and for deleting the geocache location from all web sites and any other information sources. If the permit holder fails to remove the geocache, it will be removed by District staff and held for ten (10) days after which staff will dispose of the geocache and its contents. Confiscation and disposal by staff will be recorded and filed.

III. GEOCACHE CONTAINERS AND CONTENTS:

- a) Geocache containers must be approved by the District.

- b) Geocache containers must be non-breakable, waterproof and have some form of latch or other closing mechanism to prohibit content exposure to wildlife.
- c) Geocache containers must be marked "Geocache Container" on the outside of the container.
- d) Geocache may not contain inappropriate or dangerous items, such as food, medications, personal/hygiene products, pornography, or weapons of any type. Log books are encouraged in lieu of exchange items.
- e) All geocaches are subject to random inspection by District staff, which may immediately remove any item held in a geocache deemed unacceptable.
- f) Non-permitted geocaches will be removed by District staff and held for 30 days. An attempt will be made to locate the geocache owner. If the geocache is not claimed in 30 days, staff will dispose of the geocache container and contents.

IV. GEOCACHE LOCATIONS:

- a) The location of a geocache must be pre-approved by the General Manager, or Park Superintendent.
- b) Physical geocaches are prohibited inside, or attached to, any District facility or structure.
- c) Geocaches may not be placed in locations that may lead to the creation of spur trails.
- d) Geocaches may not be placed in dangerous, inappropriate, or protected areas and habitats, on cliffs, underground or underwater.
- e) No digging is permitted. Geocaches cannot be buried, nor may soil, vegetation or stones be disturbed to place a geocache.
- f) It's up to the geocache owner to periodically inspect the cache and the area to ensure that its impact on the area is minimal, if not nonexistent.

V. COMPLIANCE

- a) The use of metal detectors in geocache searches is expressly prohibited.
- b) If geocaching activities as a whole are found to have negative impact on park resources, or if safety becomes an issue in geocache searches, the General Manager, or Park Superintendent may ban geocaching from certain areas of District property.
- c) Failure to comply with District guidelines will result in the revocation of effective geocaching permits. Continued failure to comply with these guidelines will prevent the issuance of any further geocaching permits to the non-compliant group or individual.
- d) All individuals participating in geocaching must park in designated parking lots. No off road parking is allowed.

[May 12, 2005]

17.40 District Programs - Trails Assistance Program: The Trails Assistance Program is an authorized program of the District to provide financial assistance to units of government (cities, counties, villages, or other municipalities) to build recreational trails that have also been approved for federal transportation enhancement funding.

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 trails.
2. The trail must be part of a comprehensive trails plan for the municipality.
3. Eligible project features:
 - a. trail construction
 - b. grading, seeding, and landscaping.
 - c. signage
4. Projects must conform with all local, state, and federal laws.

B. District Responsibilities

1. Administer the Trails Assistance Program.
2. Management shall review and prioritize applications for assistance. The approval of the Board is required on projects
3. Reimburse Sponsors 50% of the local costs (I.e., excluding state and federal funds) of the project.

C. Sponsor Responsibilities

1. The Sponsor shall submit an application on forms supplied by the District.
2. The Sponsor shall submit the following items with the application:
 - a. copy of the transportation enhancement application
 - b. estimated total cost
 - c. implementation schedule
 - d. location map
3. The Sponsor shall obtain all necessary local, state, and federal permits.
4. The Sponsor shall manage the trail and provide all future operation and maintenance of the area at no cost to the District.

5. The Sponsor shall agree to operate, maintain, and repair the trail for 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.

[April 14, 2005]

19.8 Improvement Projects – Washington County Rural Water System #2.
The Washington County Rural Water system #2 is an authorized special improvement project of the District, governed by the Rules and Regulations of the Dakota Thurston and Washington County Rural Water Systems (Appendix H) and the Interlocal cooperation Act Agreement between the Papio-Missouri River NRD, the City of Blair and the County of Washington, Nebraska.

[April 14, 2005]

Memo to: Programs, Projects, and Operations Subcommittee

Subject: Elkhorn River Project – Changes to Alberry Easement

Date: April 1, 2005

From: Gerry Bowen

In 1993, the NRD sponsored an emergency bank stabilization project on the Elkhorn River immediately south of the Douglas-Sarpy County line. The project was installed to protect a county road from advancement of the Elkhorn River. The NRD agreed at that time to operate, maintain, and repair the project. One of the parcels was owned by Lyle Alberry (see attached easement).

The easement allowed access to the project across all adjacent lands to the river for the purposes of operation, maintenance, and repair of the project. The Alberry parcel was recently sold to Mr. and Mrs. Aaron Graham and the new owner has requested that the access arrangements be altered to better fit their usage of the parcel.

Pat Sullivan, attorney for the new owners, has suggested three access corridors (see attached agreement) to the project (one at the north end, one at the south end, and one in the middle of the project). The NRD's easement covers an area 200 feet wide along the riverbank. Management believes that these corridors will provide adequate access so that the NRD can fulfill its responsibilities.

It is recommended that the Subcommittee recommend to the Board that the General Manager be authorized to execute the revised easement agreement on the Alberry Parcel, subject to minor changes deemed necessary by the General Manager, and accepted as to form by District Legal Counsel.

93-06643

ELKHORN RIVER BANK STABILIZATION

DEMONSTRATION PROJECT AGREEMENT
AND

EASEMENT AGREEMENT

ALLBERY FARMS, INC.

THIS AGREEMENT is hereby made and entered into as of this 22nd day of February, 1993, by and between ALLBERY FARMS, INC. (hereinafter called "the GRANTOR"), the COUNTY OF SARPY, STATE OF NEBRASKA (hereinafter called "the COUNTY"), the STATE OF NEBRASKA DEPARTMENT OF ROADS (hereinafter called "the STATE"), and the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT (hereinafter called "the DISTRICT").

WHEREAS, streambank erosion along the Elkhorn River claims valuable agricultural land annually; and,

WHEREAS, the GRANTOR is the owner of the following described parcels of land to-wit:

The Northwest Quarter of the Northeast Quarter; the North one-half of the Southeast Quarter, except Tax Lot 4; and The Southeast Quarter of the Northeast Quarter, all in Section 16, T14N, R10E of the 6th P.M., Sarpy County, Nebraska, depicted in the diagram attached hereto as Attachment "1" and incorporated herein by reference

(hereinafter referred to as "the GRANTOR'S PARCELS"), which are adversely affected by streambank erosion along the Elkhorn River; and,

WHEREAS, the COUNTY has a large investment in public transportation facilities which are threatened by erosion of the Elkhorn River; and,

WHEREAS, the STATE is interested in optional locations for use by its contractors to properly dispose of clean broken concrete rubble removed from highway repair and replacement work; and,

WHEREAS, the DISTRICT is authorized by state law to plan and carry out plans and projects to reduce erosion and improve water quality;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS AND THE MUTUAL COVENANTS HEREINAFTER EXPRESSED, THE PARTIES DO HEREBY AGREE AND CONTRACT AS FOLLOWS:

I. PURPOSE. The purpose of this Agreement is to specify the duties, obligations, rights, and responsibilities of the parties for the development, operation and maintenance of an Elkhorn River streambank erosion control demonstration project (hereinafter called "the PROJECT") to be located on the GRANTOR'S PARCELS. The PROJECT will consist of the stockpiling and placement of clean broken concrete rubble along the streambank of the Elkhorn River for erosion control purposes, such placement to include but not be limited to windrowed revetment and jetties.

006643

PN
aka

II. RESPONSIBILITIES OF THE DISTRICT. The DISTRICT, at its own cost and expense, subject to the availability of funds and at such times and in such manner as the DISTRICT in its sole discretion determines feasible and appropriate, will:

a. design the PROJECT and provide plans and specifications and construction observation services for the construction of the PROJECT;

b. provide finish grading and seeding upon completion of the PROJECT;

c. maintain the PROJECT commencing upon completion of construction; and,

d. apply for all permits necessary for the construction of the PROJECT, other than floodplain development permits referred to in paragraph III.

Specifications adopted by the DISTRICT for the PROJECT shall not permit the stockpiling or placement in the EASEMENT AREA of any material other than clean broken concrete. As used herein, the term "clean broken concrete" shall mean broken concrete rubble from the demolition of concrete highways or other concrete pavements; provided, however, no piece of broken concrete contained in such rubble shall have a width, length or depth of more than 36 inches, or have any steel reinforcement bars or other reinforcement materials protruding from any surface thereof; no such rubble shall be accepted from the demolition of any highway or other concrete pavement having asphaltic or petroleum overlay or a base composed of bricks or asphalt; and, such concrete rubble shall not contain bricks, glass, wood, vegetation, or other non-concrete material, with the exception that up to 25% of the volume of such rubble may consist of crushed rock, natural gravels, or earthen fines, or a combination thereof.

III. RESPONSIBILITIES OF THE COUNTY. The COUNTY, at its own cost and expense and subject to the availability of funds, may stockpile clean broken concrete rubble in the EASEMENT AREA and will assist with the construction of the PROJECT by placing, at locations along the riverbank of the Elkhorn River in the EASEMENT AREA, clean broken concrete that has been stockpiled in the EASEMENT AREA, such work by the COUNTY to be performed according to plans and specifications prepared by the DISTRICT and performed at such times as the COUNTY, in its sole discretion, deems feasible and appropriate; provided, however, increments of such work shall be performed by the COUNTY within one year after written notification has been mailed by the DISTRICT to the COUNTY that sufficient material has been stockpiled and is ready for placement. The COUNTY will issue or procure all floodplain development permits required for the stockpiling and placement of such material.

IV. RESPONSIBILITIES OF THE STATE. The STATE, at its own cost and expense will place the following note in selected contracts let by the State for highway work in the area of the PROJECT, such note advising that the EASEMENT AREA is an available location for the disposal of clean broken concrete rubble from the demolition of concrete highways or other concrete pavements (other than highways having an

asphaltic or petroleum overlay or a base composed of bricks or asphalt):

"DISPOSAL OF CONCRETE RUBBLE The contractor is advised that a location is available for limited disposal of clean broken concrete rubble from this project in Section 16, Township 14 North, Range 10 East, Sarpy County, Nebraska. If the contractor desires further information regarding this disposal area, and the specifications required, the contractor should contact Gerry Bowen or Martin Cleveland with the Papio-Missouri River Natural Resources District at (402) 444-6222."

V. RESPONSIBILITIES OF THE GRANTOR. During construction of the PROJECT the GRANTOR shall maintain secure fences around the perimeter of the GRANTOR'S PARCELS, with locked gates controlling all roads to the EASEMENT AREA, and shall make keys to such gates available to the DISTRICT and the COUNTY. The GRANTOR shall not admit any materials into the EASEMENT AREA which do not comply with the DISTRICT'S plans and specifications for the PROJECT, and agrees to hold the GRANTEEES harmless from and against any and all liabilities, causes of action, and claims resulting from the stockpiling or placement in the EASEMENT AREA of materials which do not comply with the DISTRICT'S plans and specifications for the PROJECT, other than materials stockpiled or placed in the EASEMENT AREA by one or more of the GRANTEEES or their officers or employees. GRANTOR, at its own cost and expense, agrees to promptly remove from the EASEMENT AREA all materials, other than clean broken concrete rubble, which may be stockpiled or dumped therein by any person.

VI. EASEMENT. The GRANTOR, for itself and for its successors and assigns, does hereby grant and convey to the COUNTY, the STATE and the DISTRICT (hereinafter referred to collectively as "the GRANTEEES"), collectively and severally, a permanent easement, running with the land, over and across all those portions of the GRANTOR'S PARCELS lying within 200 feet on either side of the channel of the Elkhorn River, as said channel may be located from time to time (such portions of the GRANTOR'S PARCELS hereinafter being referred to as "the EASEMENT AREA") for the purposes of construction, operation and maintenance of the PROJECT. The rights granted to the GRANTEEES by this easement shall include the right to construct, operate, maintain, and inspect the PROJECT and the right to perform all activities necessarily incident thereto, including but not limited to:

- a. the right to temporarily stockpile and permanently place clean broken concrete rubble in the EASEMENT AREA,
- b. the right to temporarily or permanently detain or deposit in the EASEMENT AREA any waters and sediment detained by the PROJECT,
- c. the right to flow waters over the EASEMENT AREA,
- d. the right to borrow and spoil earthen materials in the EASEMENT AREA
- e. the right to temporarily store equipment in the EASEMENT AREA,
- f. the right to perform such other acts in the EASEMENT AREA as

necessary or convenient for purposes of the PROJECT,

g. the right to ingress and egress to and from the EASEMENT AREA over and across any unimproved portions of the GRANTOR'S PARCELS for purposes of construction, operation, maintenance, and inspection of the PROJECT.

There is hereby reserved to the GRANTOR, and its successors and assigns, the right and privilege to use the EASEMENT AREA at any time, in any manner and for any purpose not inconsistent with the PROJECT, including the reserved right of the GRANTOR to participate in the work of construction, operation, maintenance, and inspection of the PROJECT, all in accordance with plans and specifications prepared by the DISTRICT.

VII. DISCLAIMERS. The parties agree that the use of clean broken concrete rubble for the Elkhorn River streambank erosion control, as contemplated by this Agreement for the PROJECT, is considered to be experimental; and, that no warranties or representations with respect to:

- a. the availability of such materials or the willingness of independent contractors to deliver such materials to the EASEMENT AREA,
- b. the suitability, effectiveness, or feasibility of the use of such materials for any purpose of the PROJECT,
- c. the timetable for design or construction of the PROJECT, or
- d. the design, scope, size, effectiveness, or consequences of the PROJECT or of its construction, operation or maintenance,

have been made or received by any of the parties except as may be contained in this Agreement, and are hereby expressly disclaimed by all of the parties.

VIII. WAIVERS. The consideration recited herein shall constitute payment in full for all damages sustained by the GRANTOR or its assigns by reason of the exercise by the GRANTEES of any of the rights or privileges herein described or granted. The GRANTOR states its awareness that the GRANTEES may be authorized to use eminent domain to acquire the aforementioned easement, but the GRANTOR further states that it also is aware that the GRANTEES are not required by law or by this Agreement to undertake or perform the PROJECT, and the GRANTOR voluntarily waives compliance by the GRANTEES with the notice and other provisions of the Uniform Procedure for Acquiring Private Property for Public Use (Sec. 25-2501 R.R.S. 1943, et seq. as amended), and with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, PL 91-646, as amended, if applicable.

IX. SEVERABILITY. In the event any provision of this Agreement is held invalid or unenforceable for any reason, it is agreed that no such invalidity or unenforceability shall 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.

X. DURATION. This Agreement shall have permanent duration, commencing upon the signatures of all parties being affixed hereto.

XI. ASSIGNMENT. This Agreement, and the obligations of any party hereunder, may not be assigned without written consent of the other parties hereto being first obtained.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter indicated.

Executed by ALLBERY FARMS, INC. this 22 day of February, 1993.

BY: Lyle Allbery
President

Executed by the STATE OF NEBRASKA DEPARTMENT OF ROADS this 29th day of March, 1993.

BY: Allen Abbott
Director-State Engineer

Executed by the COUNTY OF SARPY, NEBRASKA, this 8 day of March, 1993.

BY: Don Woodli
Chairperson

Approved as to form: Hank Degen
County Attorney

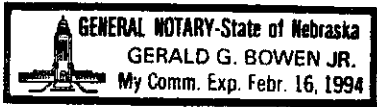
Executed by the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT this 22nd day of February, 1993.

BY: W. L. Ottum
General Manager

ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this 22 day of February, 1993, by Lyle Allbery President of Allbery Farms Inc., a Nebraska corporation, on behalf of the corporation.



Gerald G. Bowen Jr.
Notary Public

93-06643 E

LEASE SUBORDINATION ADDENDUM
TO
DEMONSTRATION PROJECT AGREEMENT AND EASEMENT AGREEMENT

IN CONSIDERATION of the benefits anticipated to accrue to the GRANTOR'S PARCEL, all or a portion of which is leased by GRANTOR to the undersigned (hereinafter referred to as "the LESSEE," whether one or more), the LESSEE does hereby agree to subordinate the LESSEE's lease, and any rights therein granted over the EASEMENT AREA, to the easement(s) granted by the above and foregoing DEMONSTRATION PROJECT AGREEMENT AND EASEMENT AGREEMENT, and the LESSEE agrees to waive any all damages to growing crops or fences in the EASEMENT AREA at any time caused by the STATE, the COUNTY, and/or the DISTRICT in the exercise of said easement(s).

Dated this 24 day of February, 1993.

LESSEE:

Everett True

ACKNOWLEDGEMENT BY LESSEE

STATE OF NEBRASKA)
COUNTY OF Sarpy) SS.

The foregoing instrument was acknowledged before me this 24 day of February, 1993, by Everett True



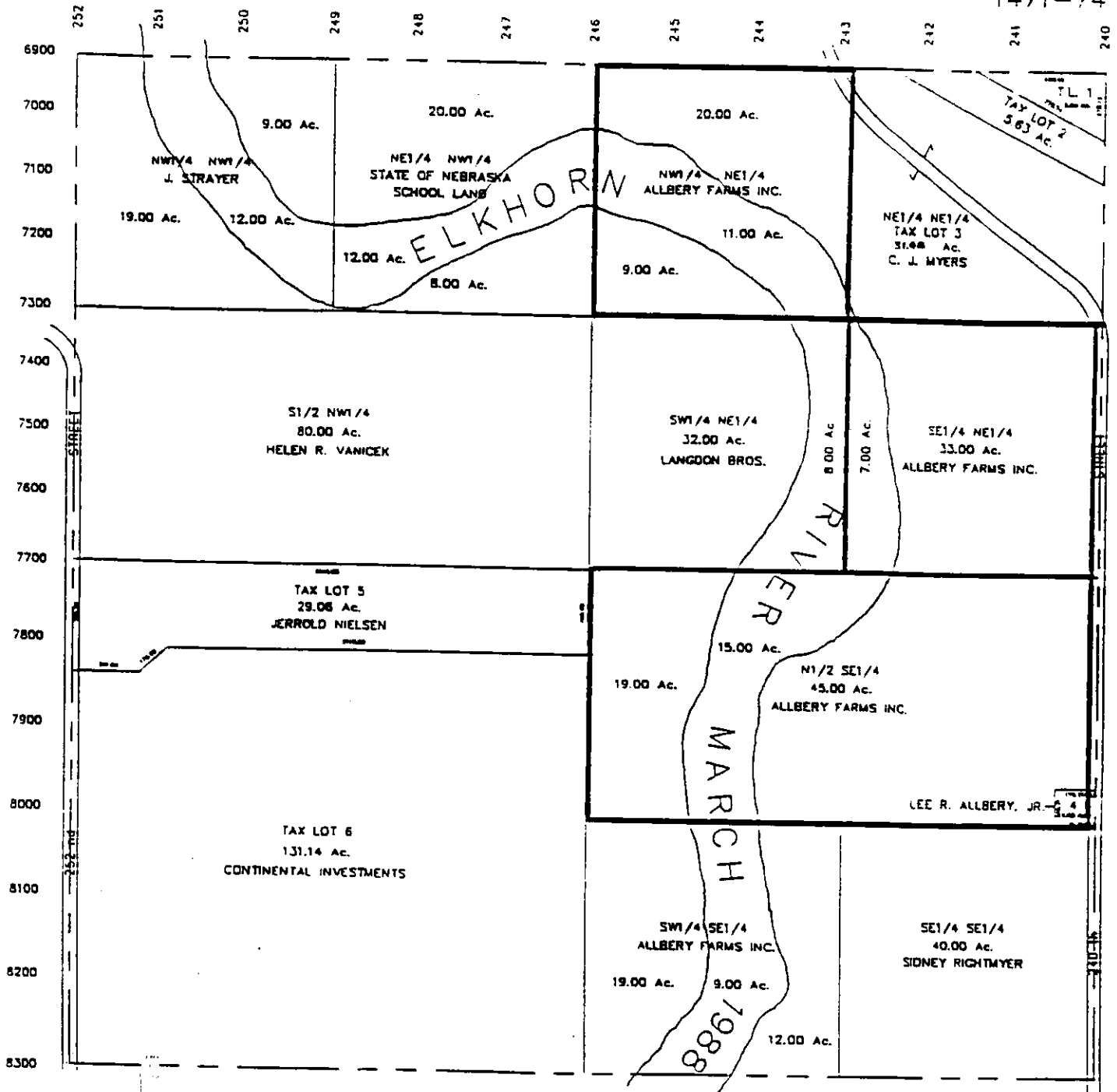
Gerald G. Bowen Jr.
Notary Public

93-006643 F

SEC. 16-T14N-R10E
SCALE 1" = 400'

RONALD A. RYSTROM
SARPY COUNTY SURVEYOR

1471-74



FILED DAY: 10.46.
INSTRUMENT NUMBER
93-006643

93 APR -5 PM 1:35

Carol A. Davis
REGISTERED DEEDS

Proof	<u> </u>
D.E.	<u> </u>
Verify	<u> </u>
Filmed	<u> </u>
Checked	<u> </u>
Fee \$	<u>35.50</u>

Attachment "1"

**AMENDMENT TO THE ELKHORN RIVER BANK STABILIZATION
DEMONSTRATION PROJECT AGREEMENT AND
EASEMENT AGREEMENT
ALLBERY FARMS, INC.**

This Amendment and Agreement is hereby made and entered into as of this ____ day of _____, 2004, by and between ALLBERY FARMS, INC. and AARON G. GRAHAM and KIMBERLIE L. GRAHAM, Husband and Wife (hereinafter collectively called "the Grantors"), the COUNTY OF SARPY (hereinafter called "the County"); the STATE OF NEBRASKA DEPARTMENT OF ROADS, (hereinafter called "the State"), and the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT (hereinafter called "the District").

WHEREAS, the parties herein, with the exception of Aaron G. Graham and Kimberlie L. Graham, were the parties to a certain agreement styled and titled as ELKHORN RIVER BANK STABILIZATION DEMONSTRATION PROJECT AGREEMENT AND EASEMENT AGREEMENT - ALLBERY FARMS, INC. (hereinafter called "the Stabilization Agreement"), dated February 22, 1993 and filed for record with the Sarpy County, Nebraska Register of Deeds as Instrument No. 1993-06643; and

WHEREAS, Grantors own the following described properties, respectively:

1. Aaron G. Graham and Kimberlie L. Graham own the Northwest Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter, all in Section 16, Township 14 North, Range 10 East of the 6th P.M., Sarpy County, Nebraska; and
2. Allbery Farms, Inc., owns the North one-half of the Southeast Quarter, except Tax Lot 4, all in Section 16, Township 14 North, Range 10 East of the 6th P.M., Sarpy County, Nebraska,

(hereinafter referred to collectively as "the GRANTORS' PARCELS").

WHEREAS, the Stabilization Agreement granted to the County, the State and the District certain permanent easements over all those portions of the Grantors' Parcels lying within 200 feet on either side of the Elkhorn River, as said channel may be located from time to time (hereinafter referred to as "the EASEMENT AREA"), for the purposes of construction, operation and maintenance of the ELKHORN RIVER BANK STABILIZATION DEMONSTRATION PROJECT (hereinafter referred to as "the PROJECT". The Stabilization Agreement also granted to the County, the State and the District a permanent ingress and egress easement over and across any unimproved portions of Grantors' Parcels.

WHEREAS, the Grantors and other parties to this Agreement now desire to amend the Stabilization Agreement to specifically delineate the boundaries of the aforesaid ingress and

DRAFT

egress easement as it pertains to the portion of the GRANTORS' PARCELS now lying on the northerly side of the Elkhorn River.

NOW, THEREFORE, in consideration of the foregoing recitals and the following mutual covenants and agreements contained herein the parties agree as follows, to-wit::

1. Subparagraph g of Paragraph VI of the Stabilization Agreement is hereby amended as follows:

“g. the right to ingress and egress to and from the EASEMENT AREA over and across those portions of the GRANTOR'S (GRANTORS') PARCELS described in Exhibits __ and __ attached hereto and incorporated herein by reference, for purposes of construction, operation, maintenance, and inspection of the PROJECT.”

2. A new paragraph shall be added to the Stabilization Agreement, providing as follows:

__. The Stabilization Agreement shall not be deemed to preclude or limit the Grantors from grading the GRANTORS' PARCELS, from constructing, installing or maintaining structures, landscaping or other improvements on or in the GRANTORS' PARCELS, or from repairing or reconstructing any of the Grantors' structures or other improvements that are damaged or destroyed by fire, flood or other casualty; provided however, in the event interference resulting from the existence or location of any such improvements prevents the District from constructing, reconstructing, operating or maintaining any portion of the PROJECT, then the District, without any liability on the part of the District to Grantors or their heirs, successors, assigns or lessees, may move, remove, demolish or damage all or any portions of such interfering structures or other improvements, as necessary to enable the District to perform such PROJECT construction, reconstruction, operation or maintenance.

3. Any and all rights, interests, duties and responsibilities of the COUNTY and the STATE in or with respect to the GRANTORS' PARCELS arising under or by virtue of the Stabilization Agreement are hereby permanently released and extinguished.
4. This Amendment and Agreement shall become effective upon the execution hereof by all of the parties.
5. Except as modified herein, the Stabilization Agreement is hereby ratified and affirmed.

Executed by **Allbery Farms, Inc.** this ____ day of _____, 2004.

By: _____

DRAFT

Lyle Allbery, President

Executed by **Aaron G. Graham** and **Kimberlie L. Graham** this ____ day of ____ of _____, 2004.

By: _____
Aaron G. Graham

Kimberlie L. Graham

Executed by **State of Nebraska Department of Roads** this ____ day of _____, 2004.

By: _____
_____, Director-State Engineer

Executed by **County of Sarpy, Nebraska** this ____ day of _____, 2004.

By: _____
_____, Chairperson

Executed by **Papio-Missouri River Natural Resources District** this ____ day of _____, 2004.

By: _____
_____, General Manager

STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by **Lyle Allbery, President of Allbery Farms, Inc.**, on behalf of the corporation.

Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by **Aaron G. Graham** and **Kimberlie L. Graham**, husband and wife.

Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by _____, Director, State Engineer for the **State of Nebraska**
Department of Roads on behalf of the department.

Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by _____, Chairperson of Sarpy **County, Nebraska** on behalf of the county.

Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by _____, General Manager of the **Papio-Missouri River Natural Resources**
District on behalf of the District.

Notary Public

Memo to the Programs, Projects, and Operations Subcommittee

Subject: FY 2006 Urban Cost Share Programs

- Recreation Area Development Program
- Recreational Trails Projects
- Urban Drainageway Program
- Urban Conservation Assistance Program

Date: March 30, 2005

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.

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 new applications were received and have been approved by Management.

- a. The City of South Sioux City has requested assistance to install a picnic shelter in Raymond Park located near 23rd and C Streets in South Sioux City. The cost estimate for the project is \$16,620. They are requesting 50% of this amount, or **\$8,310**.
- b. The City of Papillion has requested assistance in the installation of a picnic shelters in the Papio Bay Ball Field Complex. The application includes some items that are not eligible under this program. Therefore, the revised cost estimate for the project is \$15,373. They are requesting 50% of this amount, or **\$7,687**.

The following applications require approval by the Board.

- c. The City of Bellevue has requested assistance in the installation of an additional parking lot and access road in Hastings Banner Park located near 48th & Giles Road. The cost estimate for the project is \$80,000. They are requesting 50% of this, or **\$40,000**.
- d. The City of Elkhorn has requested assistance on the installation of a pedestrian bridge across a creek in Greenbrier Park. The cost estimate for the project is \$50,000. They are requesting 50% of this amount, or **\$25,000**.

In addition, the following trails projects have requested assistance from the District.

- a. The City of Springfield, has requested assistance to build a trail connecting Main Street (end of Mopac Trail) and the north side of the Springfield Soccer Complex (end of the NDOR Highway 50 Project). The first phase of the project will run from the soccer complex to a trailhead located immediately south of Platteview Road. It is another link in the Omaha-Lincoln Trail. The project was approved under the NDOR's T-21 application process. The total estimated cost of the project is \$141,656. They are requesting 50% of the local share, or **\$14,170**.
- b. The City of Arlington has requested assistance a trail that will connect several city parks and an elementary school. The project was approved for funding by the NDOR's T21 program. The estimated cost for the project is \$269,831. They are requesting 50% of the local share, or **\$26,983**.
- c. The City of Omaha has requested assistance on two projects, both of which have been approved for funding under the NDOR's T21 program. The first project will construct a trail through Standing Bear Lake Recreation Area, encircling the lake as well as connecting the 144th Street Trail with the metro system. They are requesting that the District donate one of the bridges owned by the District and currently crossing the Little Papillion Creek in the Ak-Sar-Ben area. They are asking assistance with the relocation and placement expenses estimated at \$100,000. They are requesting **\$50,000** under this program.

The second project is the next phase of the Boulevard Trail system connecting the older parks in the eastern portion of the City. The Turner Boulevard Trail will connect the Field Club Trail to Dodge Street through Turner Park. The estimated cost of the project is \$597,853. They are requesting 50% of the local share, or **\$59,785**.
- d. The Winnebago Tribe has requested assistance in the installation of Phase One of the Ho-Chunk Trail project in the Village of Winnebago. The project has been approved under the NDOR's T21 Program for funding. The total cost of the project is \$237,607. They are requesting 50% of the local share, or **\$23,761**.

The following table summarizes the applications for the RAD and trails programs for FY 2006. The FY 2005 budget for the RAD program was \$345,525, and \$281,787 under the trails cost share, or a total of \$627,312.

Sponsor	Total Estimated Cost	FY 05 Cost Share Requested
RAD Projects:		
City of South Sioux City	\$16,620	\$8,310
City of Papillion	\$15,373	\$7,687
City of Bellevue	\$80,000	\$40,000
City of Elkhorn	\$50,000	\$25,000
Sub-Total	\$161,993	\$80,997
Trails Projects:		
City of Springfield	\$141,656	\$14,170
Village of Arlington	\$269,831	\$26,983
City of Omaha (Standing Bear)	\$100,000	\$50,000
City of Omaha (Turner Blvd.)	\$597,853	\$59,786
Village of Winnebago	\$237,607	\$23,761
Sub-Total	\$1,346,947	\$174,700
Grand Total	\$1,508,940	\$255,697

Management recommends that the Subcommittee recommend to the Board that the applications from the City of South Sioux City for \$8,310, the City of Papillion for \$7,687, the City of Bellevue for \$40,000, the City of Elkhorn for \$25,000, the City of Springfield for \$14,170, the Village of Arlington for \$26,983, the City of Omaha for \$119,786, and the Winnebago Tribe for \$23,761 be approved, for a total of \$255,697, subject to funding in the FY 2005 budget.

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 District received three new applications under the Urban Drainageway Program, with one project that was previously approved and has a FY 2006 component.

- a. The City of Omaha's Regency Storm Sewer Project will stabilize a large storm sewer outlet located immediately north of Pacific Street into the Big Papillion Creek. The project was originally approved for \$122,300 in FY 2005, but the Board increased the cost share amount to \$258,690 in November, 2004. The difference, **\$136,390** was to be included in the FY 2006 Budget.
- b. The City of Papillion has requested assistance to improve a channel through Halleck Park. They are proposing grade control structures and regarding the channel banks. The District cost shared with Papillion on a small portion of this channel in 1986. This project will stabilize the remainder of the ditch between Halleck Street and the West Branch Papillion Creek. The total estimated cost is \$500,000. The City is requesting 60% of this amount, or **\$300,000**.

- c. The City of LaVista proposes to continue its stabilization effort on Thompson Creek with the segment between 85th & 87th Streets. The total estimated cost is \$411,000. They are requesting 60% of that amount, or **\$246,600**.
- d. The Omaha Tribe proposes to solve a flooding problem in the Village of Macy through the downtown area. They have developed a comprehensive effort that will include stormwater detention cells, underground storm sewers and open drainageways. The District is being asked to cost share on the detention cells and open drainageways. The Tribe will utilize other funding sources for the storm sewers. The total cost of the project is estimated to be \$799,500, of which, \$240,712 is estimated for the above-ground measures. They are requesting 60% of this amount, or **\$144,427**.

These four projects total **\$827,417** and will be included in the initial draft FY 2005 budget. The FY 2005 Budget included \$300,502 for this item.

Sponsor	Total Estimated Cost	FY 06 Cost Share Requested
City of Omaha	\$431,150	\$136,390
City of Papillion	\$500,000	\$300,000
City of LaVista	\$411,000	\$246,600
Omaha Tribe	\$799,500	\$144,427
Total	\$2,141,650	\$827,417

- **Management recommends that the subcommittee recommend to the Board that the applications from the City of Papillion for \$300,000, the City of LaVista for 246,600, and the Omaha Tribe for 144,427 be approved, and that the District budget the additional \$136,390 for the City of Omaha, for a total of \$827,417, subject to funding in the FY 2006 Budget.**

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. Construction costs only are eligible. The Policy Manual calls for Management approval of all applications. The following application was received.

- a. The City of Papillion has requested assistance to install grader control structures and channel improvements in a drainageway in Tara Park located near Shillaelagh Boulevard and Centennial Road. The estimated cost of the improvements is \$44,000, however, the estimate includes \$6,800 for engineering. Therefore, the total eligible cost for the project is \$50,800. They are requesting 60% of the eligible costs, or \$30,480.
- b. The City of Bellevue has requested assistance to stabilize a channel adjacent to Harvel Drive between Freeman Drive and Lincoln Road. The estimated cost of the project is \$40,000. They are requesting 60% of this, or \$24,000.

These two projects total **\$46,320**, and will be included in the FY 2006 Budget. The FY 2005 budget amount under this program was \$25,000.

Sponsor	Total Estimated Cost	FY 06 Cost Share Requested
City of Papillion	\$37,200	\$22,320
City of Bellevue	\$40,000	\$24,000
	\$77,200	\$46,320

It is recommended that the Subcommittee recommend to the Board that the applications from the City of Papillion for \$22,320, and the City of Bellevue for \$24,000, for a total of \$46,320, be approved, subject to funding in the FY 2006 budget.

Form 17.27 A

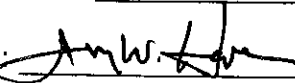
RECREATION AREA DEVELOPMENT PROGRAM

APPLICATION FORM

PAPIO-MISSOURI RIVER
NATURAL
RESOURCES
DISTRICT



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

1. DATE: March 18, 2005
2. PROJECT NAME: Banner Park Project
3. PROJECT SPONSOR: City of Bellevue, Nebraska
(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 near the Keystone Trail System and Copper Creek in Northwest Bellevue
7. DESCRIPTION OF PROJECT **: see attached
8. TOTAL ESTIMATED COST: \$ 80,000
9. COST SHARE REQUEST: \$ 40,000
10. SIGNATURE/TITLE:  Jerry Hare, 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 Ave.
Bellevue NE. 68005**

Description of Project

In 2001 with the help of the Papio-Missouri River Natural Resources District, the City of Bellevue bought 13 acres of land near the Keystone Trail in Northwest Bellevue. It was the goal of the city to take that land and combine it with 10 acres of adjacent land that was already owned by the city and turn it into recreational opportunities for the citizens of Northwest Bellevue. In the past residents of this area often had to drive clear across the city to participate in any recreational activities that the city offered.

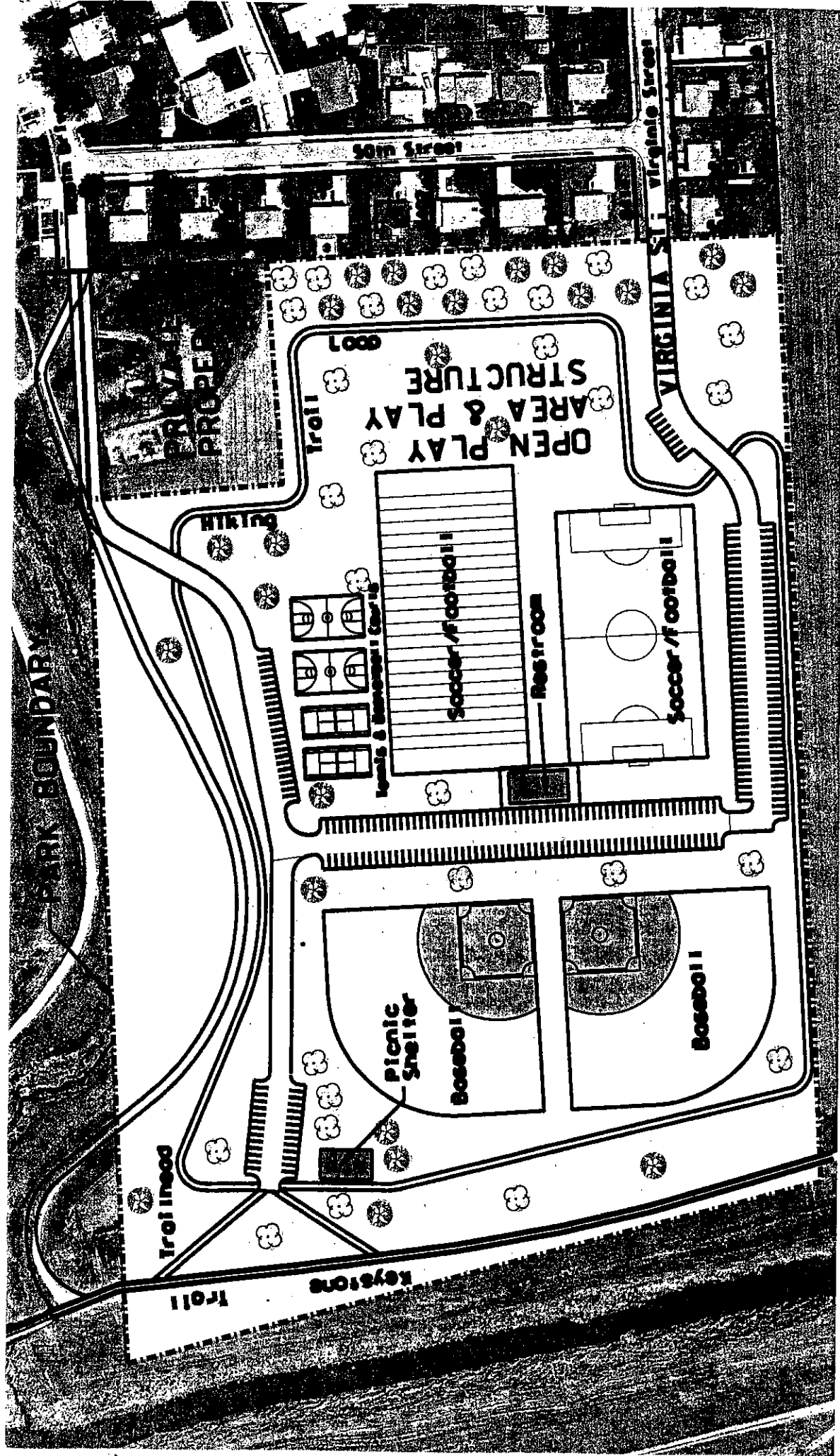
This goal meshed with the intent of the City of Bellevue's Master Park Plan which put an emphasis of balancing recreational opportunities across the city by providing new facilities in the northwest and southwest service areas. It also was a perfect location for a park that would link this recreational area with the existing Keystone Trail System. Today with the help of past grant awards and great work by city crews, Banner Park provides opportunities for baseball, soccer, football and other recreational sports while providing a loop trail for walking or jogging that hooks up to the Keystone Trail. There is also a playground structure and plenty of open spaces for families in the northwest area of Bellevue to enjoy. Over the last year this park has really turned into a showcase park for the City of Bellevue as thousands of people have used it for some form of recreation or exercise.

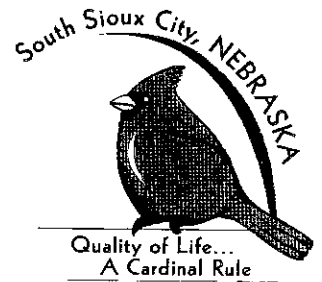
With this many people using the park it has become apparent that another access point is needed. In our original plans we had two accesses to this facility, one off of Virginia Street and the other north of that at Robin Drive. The cost share that the city is requesting will pay for an access road connecting from the existing road at Robin Drive and providing a loop with the existing access from Virginia Street. This road will be to city standards with paving, concrete curb and gutter and provide for additional parking. I have highlighted the proposed road on the attached map in yellow. This road will also give emergency vehicles better access to the site and to the existing Keystone Trail System.

The City of Bellevue would like to thank the Papio-Missouri River NRD for all of their help in making Banner Park what it is today. This is the final phase of the project and we look forward to continue working with you.

**Banner Park
Phase 3 Cost Sheet**

Paving, Concrete Curb and Gutter Connecting to Robin Drive and Additional Parking	<u>\$80,000</u>
TOTAL	\$80,000





March 3, 2005

Mr. Gerry Bowen
Papio Missouri River Natural Resource District
8901 South 154th Street
Omaha, Nebraska 68138 – 3621

RE: *RECREATION AREA DEVELOPMENT PROGRAM*

Dear Gerry:

Enclosed is the 2005 application for the Recreation Area Development Program from the City of South Sioux City. Raymond Park is always an area of interest by the citizens and the city council. Raymond Park is located in a residential area adjacent from an elementary school along the city's bike trail. The new shelter will only enhance the looks of the park and allow families to enjoy the other amenities in the park.

If you should have any questions on this project, please contact me at 402-494-7536 or email at bbrown@southsiouxcity.org.

Sincerely,

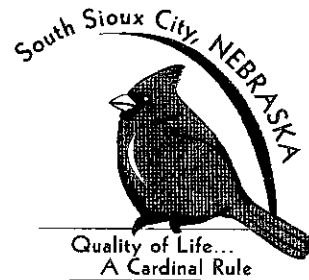
Brent Brown
Acting Director of Parks & Recreation

APR 11 2005
SOUTH SIOUX CITY, NEBRASKA



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





CITY OF SOUTH SIOUX CITY

RAYMOND PARK – SHELTER

March 3, 2005

PROJECT NAME: RAYMOND PARK– SHELTER

PROJECT SPONSOR: CITY OF SOUTH SIOUX CITY
1615 FIRST AVENUE
SOUTH SIOUX CITY NE 68776 – 2245

CONTACT PERSON: BRENT BROWN
ACTING DIRECTOR OF PARKS & RECREATION

TELEPHONE: 402-494-7536

PROJECT LOCATION: RAYMOND PARK- 320 E 24TH ST

PROJECT DESCRIPTION: The City of South Sioux City vision is in 2020, South Sioux City is a vibrant community that provides a tremendous quality of life for all citizens defined by outstanding educational and employment opportunities. With our strong commitment to environmental stewardship, we are a recreational, cultural, economic, and technological hub of the Midwest. To meet that vision the South Sioux City Parks and Recreation Department is developing a master plan for each park in the city. The Parks Board recommends that Raymond Park be next in line for the development of the master plan

The park is located in the middle of town and adjacent from EN Sweet Elementary School in a residential area along side our bike trail system. This grant would allow us to be able to purchase a



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





new shelter and replace the shelter and pad that is currently at that location. The shelter will be the first piece of the Raymond Park improvements. The shelter that is presently there is one of the oldest in our park system and in need of repair. Families use Raymond Park's shelter for birthdays, graduations and reunions.

TOTAL ESTIMATED COST: \$16,620.00- \$13,620.00 + \$3,000.00

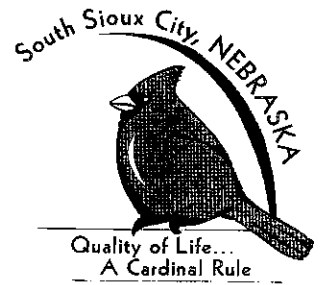
COST SHARE REQUESTED: \$8,310.00

SIGNATURE / TITLE:



William McLarty, Mayor of South Sioux City, NE





Total Estimated Cost:

- 1- 20' by 34' steel roofing Poligon shelters purchased by Churchich Recreational Designs from Omaha NE. Estimated cost \$13,620.00
- 2- 24' by 38' by 4"- Concrete Pad. Estimated cost \$3,000.00

Schedule:

After announcement of being funded.

- Notify media of grant from Papio Missouri River Natural Resource District.
- Within 30 days of being awarded purchase shelter.
- Within 60 days have new shelter in place for residents and visitors to enjoy.

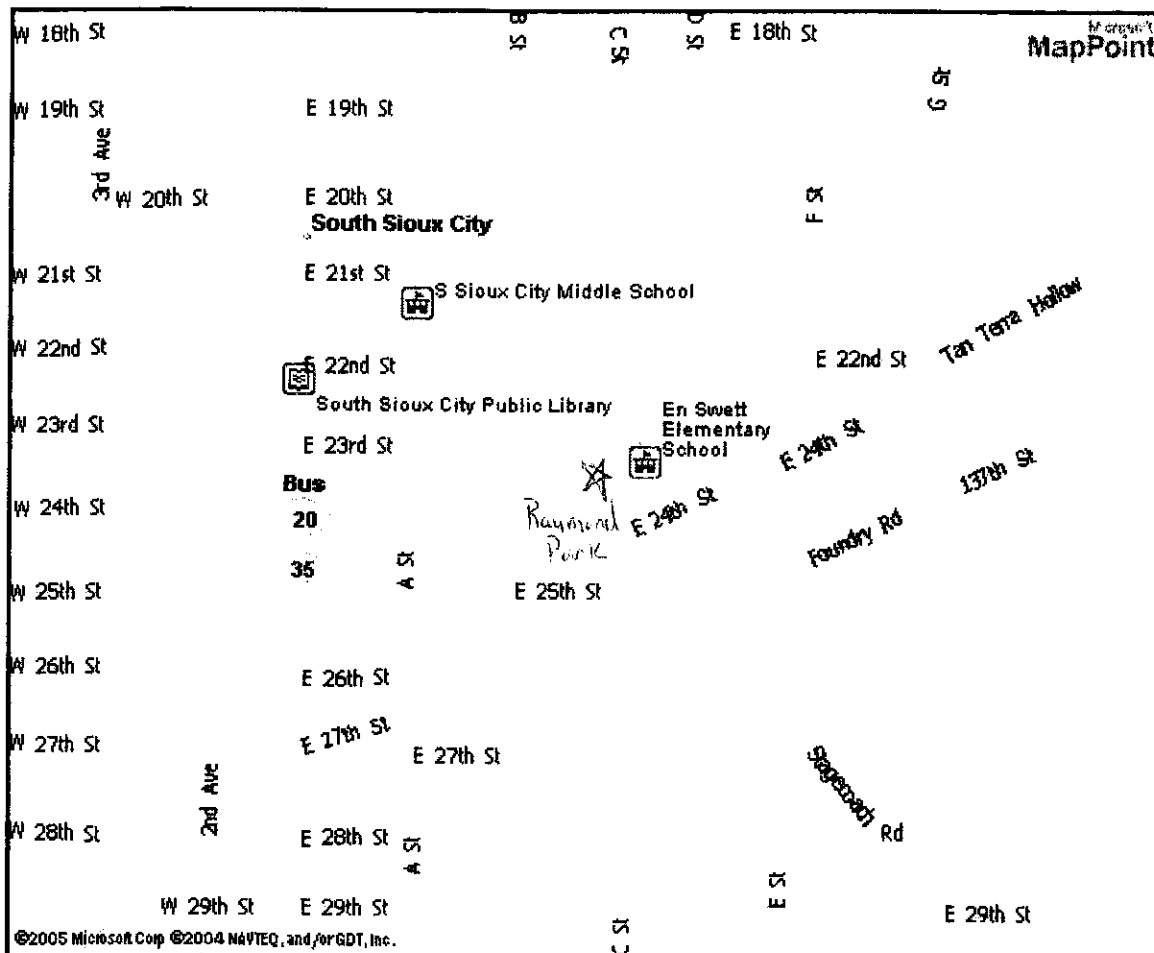


City of South Sioux City, Nebraska
1615 First Avenue, South Sioux City, Nebraska 68776-2245
Phone: 402-494-7500 Fax: 402-494-7527 TTD: 402-494-7500 ext 339
www.southsiouxcity.org



msn Maps & DirectionsFeaturing Microsoft
MapPoint Technology

South Sioux City, Nebraska, United States



Your right to use maps and routes generated on the MSN service is subject at all times to the MSN Terms of Use.
Data credits, copyright, and disclaimer.

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
www.papionrd.org

1. DATE: March 15, 2005
2. PROJECT NAME: Greenbrier Park Arboretum Pedestrian Access Bridge
3. PROJECT SPONSOR: City of Elkhorn
(Address) 401 Glenn St
Elkhorn, NE 68022
4. CONTACT PERSON: Tracy Zink TITLE: Recreation Director
5. TELEPHONE: (402) 289-2678 ext 315
6. PROJECT LOCATION ** : attached
7. DESCRIPTION OF PROJECT ** : attached
8. TOTAL ESTIMATED COST: \$ \$50,000
9. COST SHARE REQUEST: \$ \$25,000
10. SIGNATURE/TITLE: Donald B. Egan City Administrator

** Attach additional sheets as necessary.

Item 6 - PROJECT LOCATION: Intersection of Skyline Drive and Park Road in Elkhorn, Nebraska.

Legal description: Tax Lots 9 and 10 of SW ¼ of Sec 12, Twn 15, Rge 10 – Except north 61 feet. Total park area is 15.20 acres.

Item 11 - DESCRIPTION OF PROJECT:

Construction of pedestrian foot trail to provide non-motorized access to the Arboretum and Outdoor Discovery Area other recreational areas on the East side of the tributary to the West Branch of the Papillion Creek that runs within Greenbrier Park. The bridge is specified as a pre-fabricated 45 linear foot bridge that will be located approximately at the mid-point of the park's 10-foot wide 1,300 linear foot trail.

This project is in accordance with the Elkhorn Local Comprehensive Park and Trail Plan and is labeled as Neighborhood Park Site E-7 on the plat map. Greenbrier Park is the newest addition to the City's park system; land was purchased in 2001 and to-date improvements include, creek widening, a 10-foot wide asphalt trail that parallels the creek, an asphalt parking lot, a playground, seeding for two recreational use fields, and a rock parking lot. Additional scheduled improvements include the park's highlight feature of an Arboretum and Outdoor Discovery Area, a community pavilion, a second playground, and unscheduled passive open space.

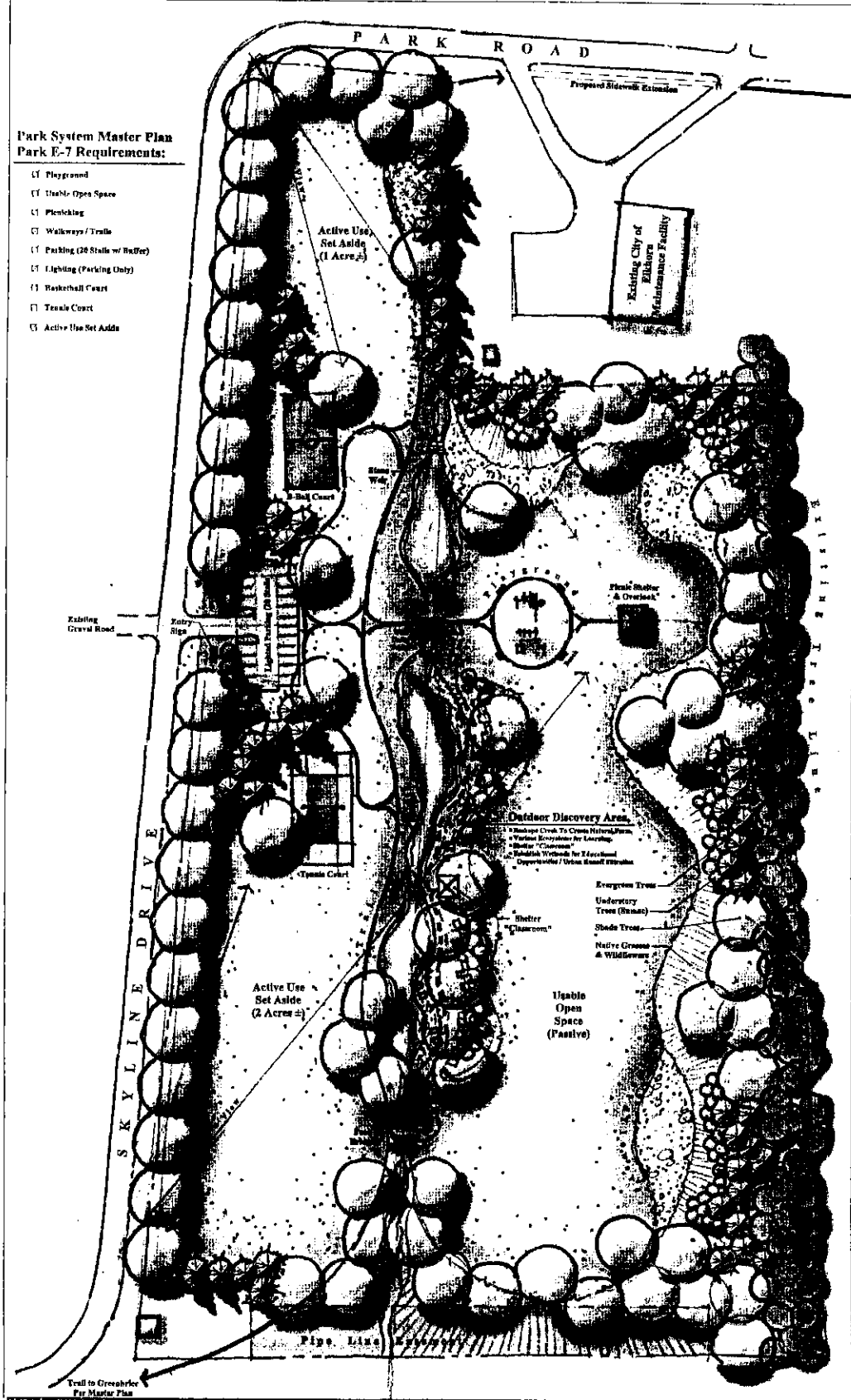
The educational component of Greenbrier Park is a high priority for the Park Board. Plans for the Arboretum and Outdoor Discovery Area are currently underway with solid community support and contributions. A group of middle school students prepared a planting draft that included native Nebraska plants and a local nursery is using that plan to create a professional design for approval. The Elkhorn City Park Board has created a "Watch It Grow" campaign to advertise the park's development. A local civic group is planning to build a structure that will be on the East side of the park and the high school architectural engineering class is scheduled to participate with structure design and construction. The city has long-standing relationships with area nurseries and has secured vegetation donations that will be coordinated as through the "Watch It Grow" campaign.

Sponsor Responsibilities:

1. Application Form – completed.
2. Application Additional Information:
 - a. There are no option/purchase agreements that apply to this project.
 - b. Master Greenbrier Park Plan is attached as prepared by ____ consultants.
 - c. Estimated total project cost is \$50,000.
 - d. Implementation is scheduled to begin during 2006-2007 fiscal year per available funding.
 - e. Project location map is attached.
 - f. Comprehensive Master City Park Plan is attached.
3. The City will obtain all necessary local, state, and federal permits upon project initiation.
4. The City will independently manage the recreation area and provide all future operation and maintenance of the area at no cost to the District.
5. The City agrees to manage the area as a public recreation area for a period not less than 50 years.
6. The City will administer all contract for design, construction, and construction observation for the project.
7. The City will control erosion on the site until permanent vegetation is firmly established.
8. The City holds and saves the District free from damages and claims due to the construction, or operation and maintenance of the recreation area.
9. The City shall execute a contract with the District which outlines these guidelines.
10. The City intends to utilize recycled or recyclable projects in the development of Greenbrier Park.

**Park System Master Plan
Park E-7 Requirements:**

- (1) Playground
- (1) Usable Open Space
- (1) Picnicking
- (1) Walkways / Trails
- (1) Parking (20 Stalls w/ Buffer)
- (1) Lighting (Parking Only)
- (1) Basketball Court
- (1) Tennis Court
- (1) Active Use Set Aside



Master Plan
for

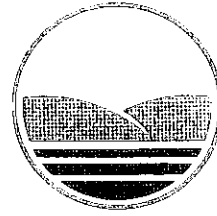
Greenbrier Park

(Master Plan Park No. E-7)

Elkhorn, Nebraska



PAPIO-MISSOURI RIVER



NATURAL RESOURCES DISTRICT

8901 S. 154TH ST.
OMAHA, NE 68138-3621
(402) 444-6321
FAX (402) 895-6511

Form 17.27 A

RECREATION AREA DEVELOPMENT PROGRAM

APPLICATION FORM

1. DATE: March 16, 2005
2. PROJECT NAME: Papio Bay Park Upgrade
3. PROJECT SPONSOR: Papillion Parks and Recreation Department
(Address)
122 East Third Street

Papillion, NE 68046
4. CONTACT PERSON: Lori Hansen TITLE: Recreation Director
5. TELEPHONE: (402) 597-2026
6. PROJECT LOCATION **: See attached description
7. DESCRIPTION OF PROJECT **: Please see attached description
8. TOTAL ESTIMATED COST: \$ ~~31,758.00~~ ^{\$} 15,373 _{GS}
9. COST SHARE REQUEST: \$ ~~15,879.00~~ ^{\$} 7681 _{GS}
10. SIGNATURE/TITLE:

** Attach additional sheets as necessary.



RECREATION DEVELOPMENT PROGRAM

6. PROJECT LOCATION:

The project will be located in two separate locations within the Papio Bay Park area. The Papillion Parks and Recreation Department is hoping to construct a covered shelter within the Papio Bay Ball Field Complex to provide shelter for patrons attending activities at the ball park as well as install three table shelters in front of the Papio Bay Aquatic Facility. (Please see attached diagrams and descriptions).

7. DESCRIPTION OF PROJECT:

The purpose of the proposed upgrade is to provide shelter for patrons attending activities at our Papio Bay Park locations. Currently, neither location has adequate shade or cover for patrons utilizing the facilities. The park locations were created and developed in 1994 and although some trees have been planted at each location, they don't really provide any shade for patrons looking for relief from the sun or other weather elements. At Papio Bay Aquatic Park, patrons often wait in front of the facility to get a ride home and there are very few places where they can get out of the heat and sun while waiting for their ride. More importantly, not all patrons can afford to purchase food inside the Papio Bay park facility, so some patrons will bring a picnic lunch from home to enjoy during their day at the park. Currently, there is no location for patrons to sit and enjoy their lunch as a group or family except to sit on their towels or blankets on the grass in front of the facility. The reason for this is since the sale of concessions is an important source of revenue for the aquatic park; food is not allowed to be brought in to the facility. However, we do allow patrons to bring their snack or meal and enjoy it outside of the facility which is primarily why we chose the table/shelter combo. Another reason we chose the table shelters which will be installed in cement pads, is to prohibit potential skateboarders from using free-standing picnic tables as grinding ramps.

Our main goal for the installation of these park amenities is for patron safety. Aesthetically, these features will add to the overall look and usability of the park, but primarily, the features protect the patrons from the sun, heat and other adverse weather conditions. They also provide for an appropriate space to enjoy their meals and snacks with their friends, families and teams which keeps people in our parks and promotes patron use of our other park features.

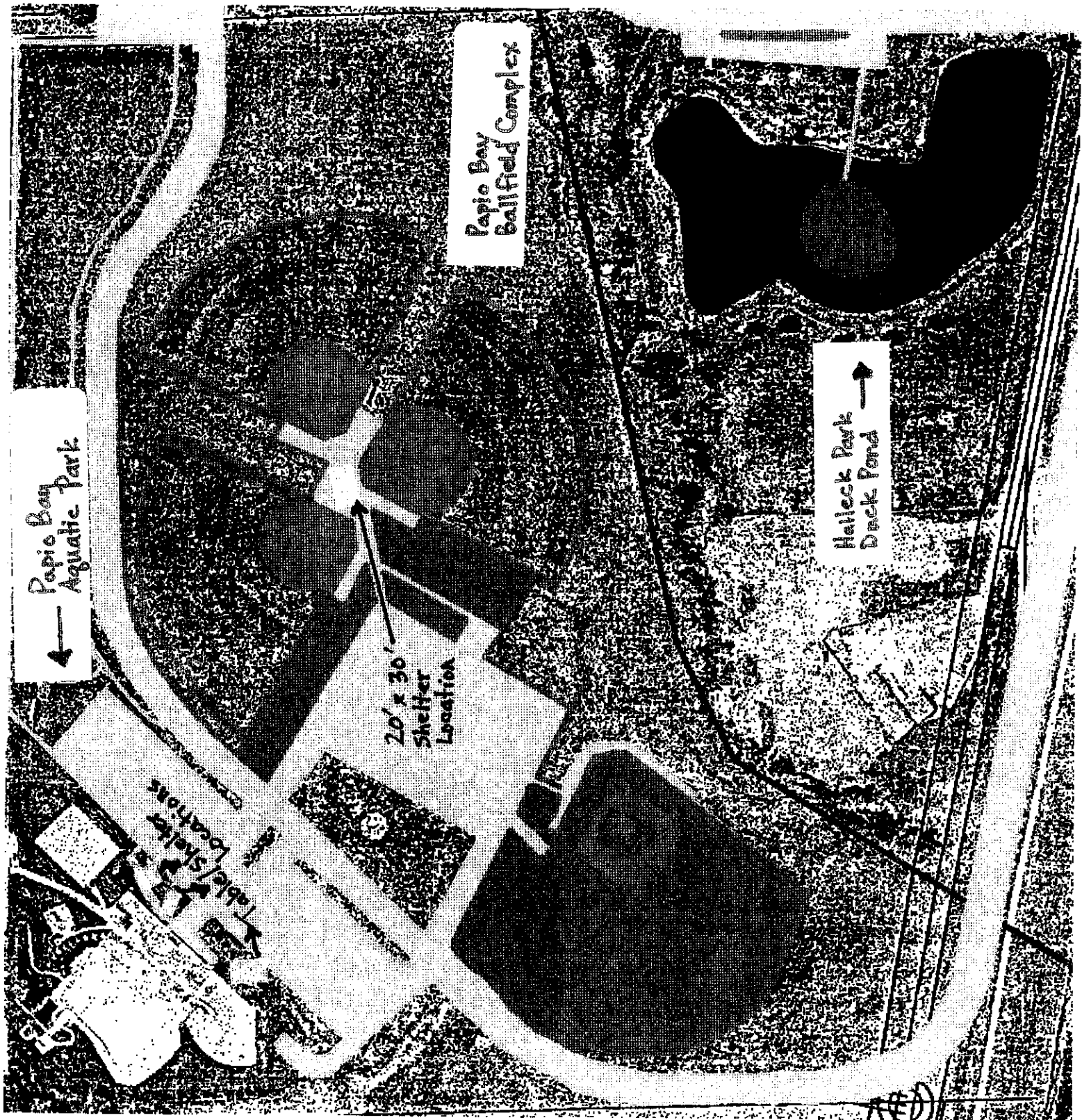
IMPLEMENTATION SCHEDULE:

The implementation of the proposed project will take place early in the spring of 2006 when the weather will allow us to pour concrete and install the structures.

CONTRACT AGREEMENTS:

1. The City of Papillion will administer all contracts for design, construction and construction observation for the project.
2. The City of Papillion will control all erosion on the site during construction and until permanent vegetation is firmly established.
3. The City of Papillion will hold save the NRD District free from damages and claims due to the construction, or operation and maintenance of the recreation area.
4. The City of Papillion will execute an agreement with the NRD District which will outline these guidelines pending approval of this grant application.
5. The City of Papillion will utilize recycled or recyclable products wherever practical and feasible for this project's construction.

Papio Bay Park Upgrade





PRS ASSOCIATES
LES GIDDENS
2629 RAINDANCE TRAIL
FREMONT, NE 68025
PH. 402-727-8191
FAX 402-727-7021
E-MAIL lgiddens@microlnk.com

QUOTATION**Date: March 15, 2005****Quote Number: 05-108LG****To: Ed Schopperth****Project: Picnic Shelters****PRICES QUOTED ARE DELIVERED AND INSTALLED**

Quantity	Model #	Description	Price Each	Total
1	AS-G1010-04"	RCP All steel 10 x 10 Shelter		\$8,195.00
1	AS G2030-04"	RCP All steel 20 x 30 shelter		\$17,217.00
1	PB-1010-03-M"	RCP Wood laminated beam 10 x 10 Shelter with Metal Roof		\$7,256.00
1	PB-2028-03-M"	RCP Wood laminated beam 20 x 30 shelter with metal roof		\$15,373.00

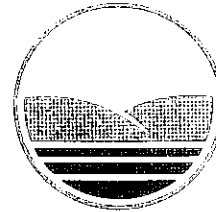
All prices include installation.

Prices valid for 60 days

Form 17.27 A

RECREATION AREA DEVELOPMENT PROGRAM

APPLICATION FORM

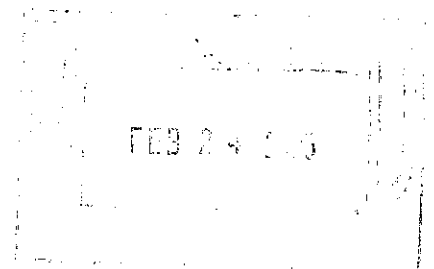


NATURAL
RESOURCES
DISTRICT

8901 S. 152TH ST.
OMAHA, NE 68138-3621
(402) 441-6772
FAX (402) 696-6545

1. DATE: March 11, 2005
2. PROJECT NAME: Springfield Trail & Trailhead
3. PROJECT SPONSOR: City of Springfield
(Address)
PO Box 189, 170 N. 3rd Street
Springfield, NE 68059
4. CONTACT PERSON: Sandra K. Powell TITLE: City Adm/Clerk/Treas
5. TELEPHONE: (402) 253-2204
6. PROJECT LOCATION **: See Attached
7. DESCRIPTION OF PROJECT **: See Attached
8. TOTAL ESTIMATED COST: \$141,655.50
9. COST SHARE REQUEST: \$14,165.55
10. SIGNATURE/TITLE: [Signature] /Mayor

** Attach additional sheets as necessary.



**Papio-Missouri River Natural Resources District
Recreation Area Development Program**

6. Project Location:

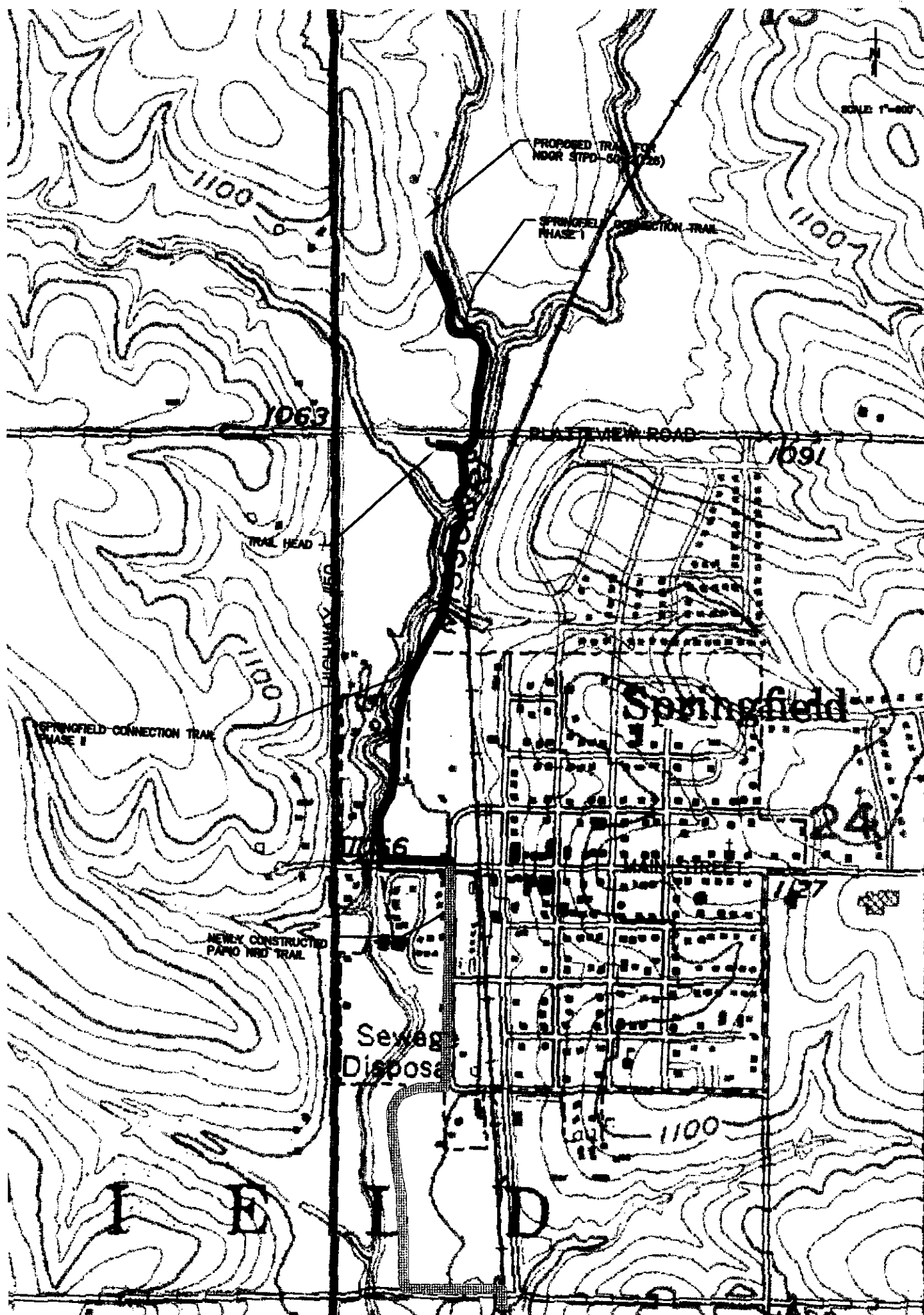
The Springfield Trail and Trailhead project, phase one of two phases, will begin at approximately Station 15+75 of the current Nebraska Department of Roads project #STPD-50-2(126) and extend under the Platteview Road bridge, utilizing an existing deck specifically built for the proposed trail, to the Springfield Creek Trails and Recreation Area, at which point it will connect to a trailhead parking area which is to be constructed under this project. General location maps are included in this application.

7. Description of Project:

Approximately 1,560 lineal feet of 10'x6" concrete trail and one 65' x 135' concrete trailhead parking area will be built. Some grubbing, small tree/bush transplanting, seeding and minor grading will be necessary. The City is currently in the design phase of the project, and will acquire easements and county highway permits after the right-of-way needs are delineated. The trailhead parking is located on city property. The trail north of Platteview Road is on private property. The owners have been contacted, and have indicated their support of the project. Legal easements have not been procured at this time, however negotiations have begun. Bidding and construction will commence as soon as the design is complete.

This project is on the MAPA TIP list. The City will provide perpetual maintenance. The trail is supported in the Springfield Comprehensive Plan as a means of transportation within Springfield and connecting to other communities. The project provides a trailhead along the 144th Street Trail, and extends the "Metro Area Trails" as per design. A portion of the Springfield Comprehensive Plan has been included in this application.

The Nebraska Department of Roads has approved the \$141,655.50 project, and authorized funding of \$113,324.40 through the Transportation Enhancement Program. The City is asking for half of the Transportation Enhancement Program's cost share; \$14,165.55.



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
www.papionrd.org

1. DATE: March 14, 2005
2. PROJECT NAME: Project No. STPP- 89(22) Arlington Trail
3. PROJECT SPONSOR: Village of Arlington, Ne
(Address)
P.O. Box 370 245 N. Second St.
Arlington, Ne 68002
4. CONTACT PERSON: Kelly Thompson, P.E. TITLE: Project Coordinator
5. TELEPHONE: work 478-4751 home 721-4063
6. PROJECT LOCATION **: (see attached sheet)
7. DESCRIPTION OF PROJECT **: (see attached sheet)
8. TOTAL ESTIMATED COST: \$ Federal \$215,865.00 Local \$53,966.00
9. COST SHARE REQUEST: \$ 26,983.00
10. SIGNATURE/TITLE: Don C. Brown

** Attach additional sheets as necessary.

(6) PROJECT LOCATION:

The proposed bicycle / pedestrian trail is located within the "City Limits" of the Village of Arlington, Ne. The trail will run from the City Park, located at 4th and Ellsworth, north along the 4th street dedicated easement to Bell Street. This portion will also run adjacent to the parking lot of the new Two Rivers State Bank Sports Complex. The trail will then run on the south side of Bell Street extending west to Ninth Street ending at the Arlington Public School Facility.

(7) DESCRIPTION OF PROJECT:

The Village of Arlington has been awarded Transportation Enhancement Funding via the Surface Transportation Program (STP) funds by the Department of Transportation for the construction of a bicycle / pedestrian trail. The proposed project will consist of a four thousand lineal feet long by eight feet wide concrete trail. The project will also include some grading, intersection paving, storm sewer, drainage inlets, and seeding improvements. The proposed trail will allow pedestrians and bicyclists access from the school to the City Park and back via the new ball field complex without using streets. The trail will also allow children from the Gottsch Addition north of Bell Street a safe access route to the school, ball fields, or City Park without walking on the streets. The proposed trail will also provide beautification and enhancement to the northeast part of town and along the newly constructed ball field complex.

GOTTSCHE ADDITION

ARLINGTON PUBLIC SCHOOL

--- PROPOSED TRAIL ---

CITY PARK

County Rd 11

PARKING LOT

TWO RIVERS
BALLFIELD COMPLEX

Dodge St

Elmworth St

5th St

6th St

7th St

8th St

9th St

10th St

11th St

12th St

13th St

14th St

15th St

16th St

17th St

18th St

19th St

20th St

21st St

22nd St

23rd St

24th St

25th St

26th St

27th St

28th St

29th St

30th St

31st St

32nd St

33rd St

34th St

35th St

36th St

37th St

38th St

39th St

40th St

41st St

42nd St

43rd St

44th St

45th St

46th St

47th St

48th St

49th St

50th St

51st St

52nd St

53rd St

54th St

55th St

56th St

57th St

58th St

59th St

60th St

61st St

62nd St

63rd St

64th St

65th St

66th St

67th St

68th St

69th St

70th St

71st St

72nd St

73rd St

74th St

75th St

76th St

77th St

78th St

79th St

80th St

81st St

82nd St

83rd St

84th St

85th St

86th St

87th St

88th St

89th St

90th St

91st St

92nd St

93rd St

94th St

95th St

96th St

97th St

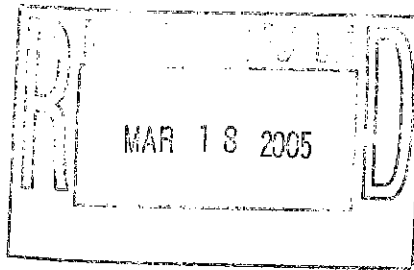
98th St

99th St

100th St



City of Omaha
Mike Fahey, Mayor



**Parks, Recreation &
Public Property Department**

Omaha/Douglas Civic Center
1819 Farnam Street, Suite 701
Omaha, Nebraska 68183-0701
(402) 444-5900
FAX (402) 444-4921

Larry N. Foster
Acting Director

March 10, 2005

Steve Oltmans, General Manager
Papio-Missouri River Natural Resources District
8901 S. 154th St.
Omaha, NE 68138

RE: Standing Bear Lake Trail

Dear Steve:

Given our successful history of partnering to build the area's recreational trails, the City of Omaha would like to request funding assistance from the Papio-Missouri River Natural Resources District for an upcoming project.

The 3-mile Standing Bear Lake Trail will result in a loop trail around the lake for the first time in the Lake's 30-year history. The trail will be a 10-foot wide concrete trail, for use by bicyclists and pedestrians. The main source of funding for the \$1.56 million trail is the Recreation and Culture Bond fund. In addition, the City has received two grants. A Transportation Enhancement Improvement grant in the amount of \$411,888 was received from the Nebraska Department of Roads and a Recreational Trail Program grant was received from the Nebraska Game and Parks Commission in the amount of \$150,000.

This trail offers unique challenges in that, in order to completely encircle the Lake, it must cross two major tributaries. These crossings are proving to be very costly and the City requests your assistance in accomplishing this task. We ask that the P-MRNRD donate one of the trail bridges crossing the Papio Creek at Aksarben, for use in crossing the southern tributary. We also request an additional \$50,000 to help relocate the bridge and construct the necessary bridge supports.

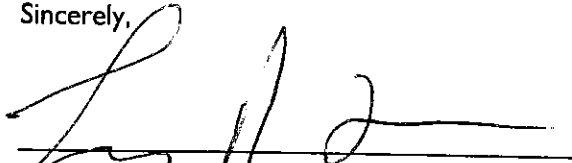
This project received the unanimous support of neighbors and citizens who attended public meetings involving Standing Bear Recreation Area rehabilitation. They made the trail their first priority in improving the facilities around the Lake and are looking forward to seeing the trail become a reality.

We appreciate the ongoing support of the P-MRNRD in accomplishing so many important and popular recreational trail projects and hope you will consider this request.

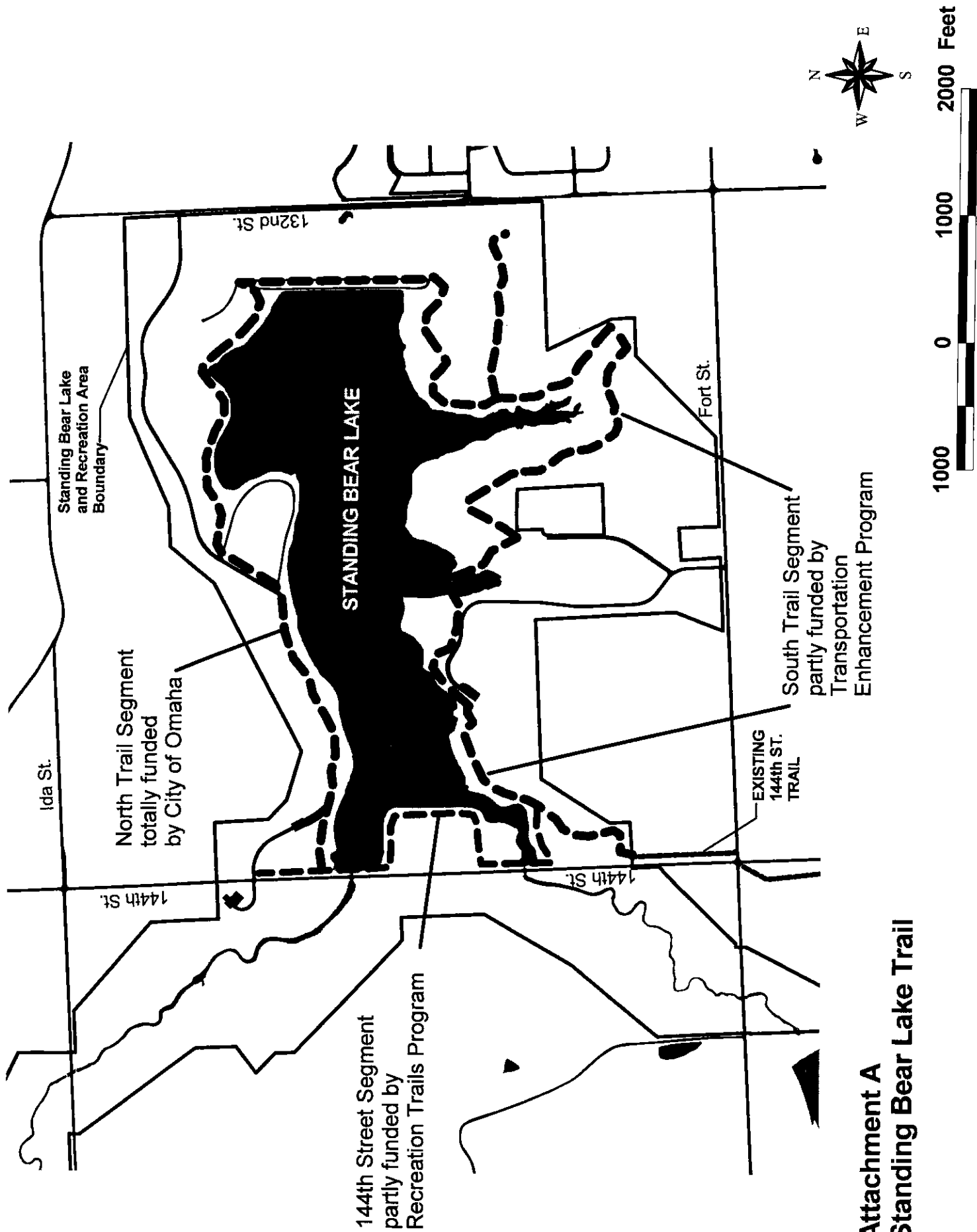
Steve Oltmans, P-MRNRD
Standing Bear Trail

March 10, 2005
Page 2

Sincerely,


Larry Foster, Acting Director
Parks, Recreation & Public Property

cc: Dale Mathre, Administrator



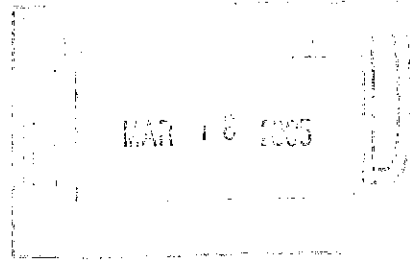
Attachment A
Standing Bear Lake Trail

STANDING BEAR LAKE TRAIL				
North Portion				\$490,349
South Portion TEA-21				\$656,033
144th North Trib Nature Loop				\$211,951
144th South Trib with Bridge				\$183,872
Total Trail Around Lake				\$1,542,205
DESCRIPTION	QUANTITY	UNIT	UNIT COST	SUBTOTALS
Clearing and Grubbing	5.40	AC	\$2,500.00	\$ 13,500
Remove Existing Pavement (1)	1,000.00	SY	\$12.00	\$ 12,000
Earthwork (2)	12,800.00	CY	\$4.50	\$ 57,600
Storm Drain Culverts	12.00	EA	\$1,200.00	\$ 14,400
Concrete Trail 6" (10' wide) (3)	8,778.00	SY	\$28.00	\$ 245,784
Signs	18.00	EA	\$250.00	\$ 4,500
Seeding	5.40	AC	\$1,700.00	\$ 9,180
Erosion Control	7,900.00	LF	\$2.00	\$ 15,800
Subtotal Construction Cost				\$ 372,764
General Conditions			8%	\$ 29,821
Subtotal Construction Cost				\$ 402,585
Contingency			5%	\$ 20,129
Subtotal Construction Costs				\$ 422,714
Preliminary Design			10%	\$ 42,271
Subtotal Construction Costs				\$ 464,986
Construction Engineering			6%	\$ 25,363
Total Project Costs				\$ 490,349
(1) Remove 1500LF of 6' wide asphalt				
(2) 1.35 CY per LF, 35% compaction				
(3) 7,900 LF of new trail				
DESCRIPTION	QUANTITY	UNIT	UNIT COST	SUBTOTALS
Clearing and Grubbing	4.40	AC	\$2,500.00	\$ 11,000
Remove Existing Pavement	4,618.00	SY	\$12.00	\$ 55,416
Earthwork	12,459.00	CY	\$4.50	\$ 56,066
Earthwork Haul in Fill	7,500.00	CY	\$6.50	\$ 48,750
Water Quality Structure	1.00	EA	\$4,000.00	\$ 4,000
Storm Drain Culverts	8.00	EA	\$1,200.00	\$ 9,600
Concrete Trail 6" (10' wide)	9,666.00	SY	\$28.00	\$ 270,648
Signs	18.00	EA	\$250.00	\$ 4,500
Seeding	5.50	AC	\$1,700.00	\$ 9,350
Erosion Control	8,700.00	LF	\$2.00	\$ 17,400
Subtotal Construction Cost				\$ 486,730
General Conditions			8%	\$ 38,938
Subtotal Construction Cost				\$ 525,668
Contingency			4%	\$ 21,027
Subtotal Construction Costs				\$ 546,695
Preliminary Design			10%	\$ 54,669
Subtotal Construction Costs				\$ 601,364
Construction Engineering			10%	\$ 54,669
Total Project Costs				\$ 656,033
(1) Remove 6927LF of 6' wide asphalt				
(2) 1.35 CY per LF, 35% compaction				
(3) 8,700 LF of new trail				

DESCRIPTION	QUANTITY	UNIT	UNIT COST	SUBTOTALS
Clearing and Grubbing	1.50	AC	\$2,500.00	\$ 3,750
Remove Existing Pavement	600.00	SY	\$12.00	\$ 7,200
Earthwork for trail	3,375.00	CY	\$4.50	\$ 15,188
Concrete Trail 6" (10' wide)	1,111.00	SY	\$28.00	\$ 31,108
Mulched Trail 6' wide	1,000.00	SY	\$9.00	\$ 9,000
Bridge - Prefabricated	50.00	LF	\$1,000.00	\$ 50,000
Abutment Culverts	1.00	LS	\$15,000.00	\$ 15,000
Culvert	3.00	EA	\$1,200.00	\$ 3,600
Signs	12.00	EA	\$250.00	\$ 3,000
Seeding	3.40	AC	\$1,700.00	\$ 5,780
Erosion Control	2,500.00	LF	\$2.00	\$ 5,000
Wetland Mitigation	0.50	AC	\$25,000.00	\$ 12,500
Subtotal Construction Cost				\$ 161,126
General Conditions			8%	\$ 12,890
Subtotal Construction Cost				\$ 174,016
Contingency			5%	\$ 8,701
Subtotal Construction Costs				\$ 182,716
Preliminary Design			10%	\$ 18,272
Subtotal Construction Costs				\$ 200,988
Construction Engineering			6%	\$ 10,963
Total Project Costs				\$ 211,951
(1) Remove 400 LF of 6' wide asphalt				
(2) 1.35 CY per LF, 35% compaction				
(3) 1,000 LF of new trail concrete				
(4) 1,500 LF of mulched trail				
DESCRIPTION	QUANTITY	UNIT	UNIT COST	SUBTOTALS
Clearing and Grubbing	0.20	AC	\$2,500.00	\$ 500
Remove Existing Pavement (1)	367.00	SY	\$12.00	\$ 4,404
Earthwork (2)	1,000.00	CY	\$4.50	\$ 4,500
Concrete Trail 6" (6' wide) (3)	267.00	SY	\$28.00	\$ 7,476
Relocate bridge from Aksarben	1.00	LS	\$50,000.00	\$ 50,000
Concrete abutments	1.00	LS	\$50,000.00	\$ 50,000
Restore Aksarben site (remove abutments, re-grade, seed)	1.00	LS	\$10,000.00	\$ 10,000
Bridge staged construction	1.00	EA	\$10,000.00	\$ 10,000
Signs	5.00	EA	\$250.00	\$ 1,250
Seeding	0.50	AC	\$1,700.00	\$ 850
Erosion Control	400.00	LF	\$2.00	\$ 800
Subtotal Construction Cost				\$ 139,780
General Conditions			8%	\$ 11,182
Subtotal Construction Cost				\$ 150,962
Contingency			5%	\$ 7,548
Subtotal Construction Costs				\$ 158,511
Preliminary Design			10%	\$ 15,851
Subtotal Construction Costs				\$ 174,362
Construction Engineering			6%	\$ 9,511
Total Project Costs				\$ 183,872
(1) Remove 550 LF of 6' wide asphalt				
(2) 1.35 CY per LF, 35% compaction				
(3) 400 LF of new connector trail				



City of Omaha
Mike Fahey, Mayor



**Parks, Recreation &
Public Property Department**

Omaha/Douglas Civic Center
1819 Farnam Street, Suite 701
Omaha, Nebraska 68183-0701
(402) 444-5900
FAX (402) 444-4921

Larry N. Foster
Acting Director

March 15, 2005

Steve Oltmans, General Manager
Papio-Missouri River Natural Resources District
8901 S. 154th St.
Omaha, NE 68138

RE: Turner Boulevard Trail

Dear Steve:

The City of Omaha would like to request funding assistance from the Papio-Missouri River Natural Resources District for an important trail project.

The Turner Boulevard Trail, a 1.4 mile long, 8-foot wide concrete trail, will travel through established neighborhoods in eastern Omaha which do not currently have access to the majority of the city's existing trail system. The trail will follow the historic Turner Boulevard between Dodge and Pacific Streets, linking three parks and several public greenspaces along the way. At Pacific Street, the trail will turn west and follow Pacific to connect to the existing Field Club Trail. This project will almost double the length of the Field Club Trail.

The project was initiated and is supported by the Leavenworth Neighborhood Association, who developed a master plan for Turner Boulevard. This plan identifies the trail the thread that ties all the boulevard's parks and green spaces together. The Parks Department agreed that this was an important link in Omaha's trail system and committed to making it happen.

The City applied for and received a Transportation Enhancement Improvement grant from the Nebraska Department of Roads in the amount of \$478,282. We ask that the P-MRNRD commit \$59,785.50 for this important project, which constitutes half of the required match for the grant. The rest of the match will be provided through the City's Recreation and Culture Bond fund.

ave Oltmans, P-MRNRD
March 15, 2005
Turner Boulevard Trail

Page 2

Sincerely,



Larry Foster, Acting Director
Parks, Recreation & Public Property

cc: Dale Mathre, Administrator

Attachment B Turner Boulevard Trail

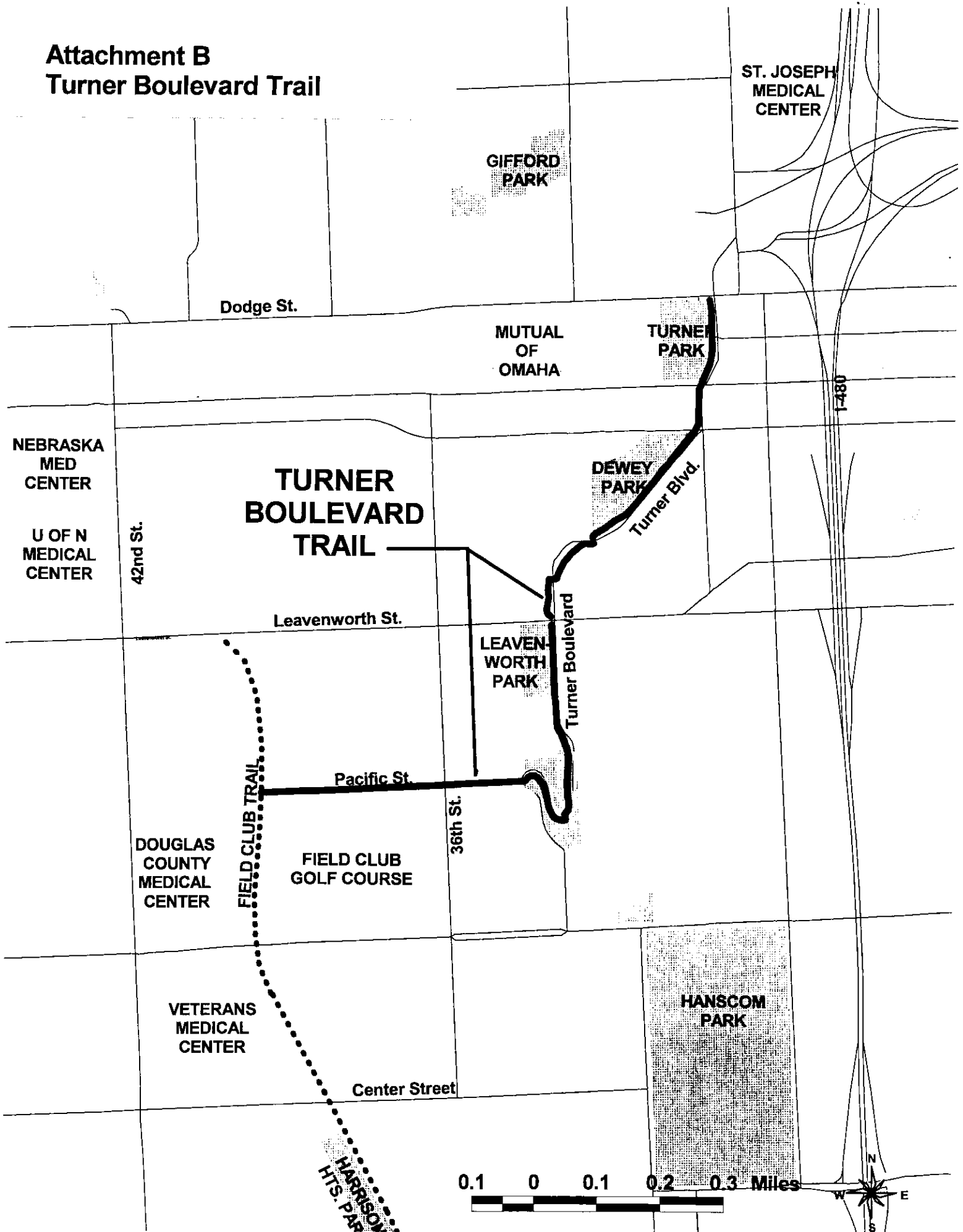


Exhibit A
Budget
Turner Boulevard Trail

CONSTRUCTION COSTS				
ITEM	QTY.	UNIT	UNIT COST	ITEM TOTAL
Clearing and grubbing	3.50	Acre	\$2,500.00	\$8,750
Remove existing sidewalk pavement	1,892	SY	\$12.00	\$22,704
Utility relocation	1	LS	\$10,000.00	\$10,000
Earthwork (1 CY per LF)	7,450	CY	\$4.00	\$29,800
8' wide concrete trail	59,600	SF	\$3.00	\$178,800
Segmental retaining wall	5,650	SFF	\$28.00	\$158,200
Remove exg. curb, part of street and sidewalk (2)	1	LS	\$10,000.00	\$10,000
New curb (2)	600	LF	\$20.00	\$12,000
Seeding	3.50	Acre	\$2,000.00	\$7,000
Trail signage	28	EA	\$200.00	\$5,600
Construction Costs Subtotal				442,854
Mobilization - 8%				35,428
Construction Costs Total				478,282
CONSTRUCTION COSTS				
Preliminary Engineering - 10%				47,828
Construction Engineering/Contingency - 14%				66,960
NDOR Project Rep Costs - 1%				4,783
Total Engineering Costs				114,788
TOTAL PROJECT COSTS				593,070
FUNDING SOURCES				
Applicant's Cash Match				118,614
Federal Funding				474,456

1. Earthwork costs based on 1 CY per linear foot. Trail is 7,450 linear feet.
2. Costs related to relocating curblines on north side of Pacific between Turner Blvd. and 36th St.

Form 17.27 A

RECREATION AREA DEVELOPMENT PROGRAM

APPLICATION FORM



NATURAL
RESOURCES
DISTRICT

8001 S. 154TH ST
OMAHA, NE 68130-3621
(402) 444-6222
FAX (402) 895-6513

1. DATE: 3/15/2005
2. PROJECT NAME: Ho-Chunk Village Trail
3. PROJECT SPONSOR: Winnebago Tribe of Nebraska
(Address)
P.O. Box 687 Winnebago NE 68071

4. CONTACT PERSON: Dave Farley TITLE: Community Projects Manager
5. TELEPHONE: (402) 846-5353
6. PROJECT LOCATION **: SEE ATTACHED

7. DESCRIPTION OF PROJECT **: SEE ATTACHED

8. TOTAL ESTIMATED COST: \$ 237,607.40
9. COST SHARE REQUEST: \$ 23,761.00

10. SIGNATURE/TITLE: James E. Snow
James E. Snow, Vice-Chairman

** Attach additional sheets as necessary.

PROJECT LOCATION: The trail will begin on the East side of Highway 77/75 at the Wilson Avenue crosswalk in the Village of Winnebago and head north within the DOR right-of-way along the highway to the Dollar General Store in the Ho-Chunk Village subdivision. The entire distance is approximately 2500 feet, or just under one half mile. (See attached layout).










DESCRIPTION OF PROJECT: The Ho-Chunk Trail is part of Phase I of the Winnebago Master Trails Plan. The goal of the project is to construct a multi-use pedestrian/bicycle trail at the northern end of the Village of Winnebago to link up with the Ho-Chunk Village subdivision and the Mission Drive area, which includes the Buffalo Park Trail and Recreation Area. The trail will link the Buffalo Park Trailhead with a trail and sidewalk system at the BIA road and Mission Drive intersection, which in turn links to the Ho-Chunk Village Trail. The Buffalo Park hiking trail will circumvent the field where the buffalo reside, with educational kiosks, picnic areas and scenic overlooks. The Buffalo Park project will be developed later in the year, under a Parks and Wildlife grant.

The 2,500 feet of trail along the east of the highway linking Winnebago with Ho-Chunk Village will be composed of 5-inch thick by 10-foot wide cement. Phase One is the start of a 6 Phase Master Trails Plan. The project will allow a safe bicycling and walking facility for community members to participate in recreational exercise and active lifestyle transportation. As the various phases of the Master Trails Plan are completed a trails system will link important community features and provide several miles of safe pedestrian and bicycling facilities.

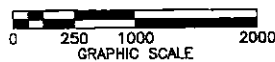
The scope of work will require two street crossings, a BIA road crossing, one bridge, silt control fencing, signs and grass seeding for landscaping. Approximately 2.3 acres of clearing and grubbing work will be needed and roughly 6,500 yards of earth work. The project requires 3 acres of seeding, 200 feet of silt fencing, 100 feet of culvert, 2,500 feet of sub grading, paving, and surface preparation. One new 12 feet wide pedestrian bridge will also need to be installed.



LEGEND

-  Future Pedestrian Crossing Areas
-  Future Bridging Structures
-  Phase 1
-  Phase 2
-  Phase 3
-  Phase 4
-  Phase 5
-  Phase 6
-  Future Connection to Missouri River

WINNEBAGO **THURSTON COUNTY, NEBRASKA** **MASTERPLAN TRAIL SYSTEM** Page 1



REVISED: 06/2004
 THIS MAP PREPARED USING INFORMATION FROM RECORD DRAWINGS SUPPLIED BY
 J.E.O. AND/OR OTHER APPLICABLE CITY, COUNTY, STATE, FEDERAL OR PUBLIC OR
 PRIVATE ENTITY. J.E.O. DOES NOT GUARANTEE THE ACCURACY OF THIS MAP OR
 THE INFORMATION USED TO PREPARE THIS MAP. THIS IS NOT A SCALED PLAT.

JEO
 Consulting
 Group, Inc.
 COMPANY OFFICE
 1010 S. 10th St.
 LINCOLN, NEBRASKA
 68502
 PHONE: (402) 441-1111
 FAX: (402) 441-1112
 E-MAIL: info@jeo.com
 WEBSITE: www.jeo.com
 CANCELLED: 11/1/2004
 NEW WORKSHEET: 11/1/2004
 http://www.jeo.com

PAPIO-MISSOURI RIVER
NATURAL
RESOURCES
DISTRICT



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

URBAN DRAINAGEWAY PROGRAM

SPECIAL PROJECT REQUEST APPLICATION

1. Date: March 16, 2005
 2. Project Name: Halleck Park Drainageway Stabilization
 3. Project Sponsor: City of Papillion
Address: 122 East Third Street
City/State/Zip: Papillion, NE 68046
 4. Contact Person: Marty Leming Title: Public Works Director
 5. Telephone: 402-597-2044
 6. Project Location: Existing unnamed drainageway between
Halleck Street and West Papillion Creek located
1,400 to 2,600 Feet west of 72nd Street
 7. Description of Problem: * See Additional Sheet
 8. Proposed Solution: * See Additional Sheet
 9. Total Estimated Cost: \$ 500,000
 10. Cost Share Request: \$ 300,000
 11. Signature/Title: [Signature], DIRECTOR OF Public Works
- Attach additional sheets as necessary.

Additional Sheet for P-MRNRD -- Urban Drainageway Program -- Special Project Request Application

Item 7. Description of Problem.

The existing unnamed surface water drainageway within Halleck Park between Halleck Street and the West Papillion Creek in Papillion, Nebraska has severe bank erosion and channel cutting that needs to be stabilized to avoid damage to adjacent properties. An aerial photo based exhibit is provided that shows the limits of the proposed creek stabilization project. The drainageway has underbrush that is encroaching into the normal drainage flow path that is restricting flow and causing excessive stream bank erosion. The whole segment may have too steep of a streambed slope for the amount of stormwater that handles, thus causing an excessive velocity that deepens the channel. The streambed has deepened to a point that has exposed a City of Papillion sanitary sewer line. The root systems of large mature trees are being undermined which is causing a threat of flooding due to these large trees falling over and blocking the drainageway during period of high water flow.

Item 8. Proposed Solution.

The proposed solution to these problems is to stabilize the channel and banks. The channel slope is to be stabilized by installing gabion channel drops as needed to reduce the slope to a maximum 0.5%. The banks are to be stabilized by removing underbrush and trees that may restrict flow. The eroded bank areas are to be sloped back to a stable cross section and protected through the use of bioengineered streambank stabilization techniques. Semi-permanent erosion control matting would be used to supplement the bioengineered streambank stabilization areas where flow velocities exceed the ability of grassed slopes to maintain adequate protection until thick vegetation can be established. Rock wrap or gabion structures will be placed on the outside of severe bend areas where the extra protection against erosion is needed. Large mature trees will be left undisturbed to the extent possible consistent with solving these problems.



THOMPSON, DREESSEN & DORNER, INC.

Consulting Engineers & Land Surveyors

March 25, 2005

Mayor and City Council Members
City of Papillion
c/o Mr. Marty Leming
Public Works Department
122 East Third Street
Papillion, Nebraska 68046

RE: Halleck Park Drainageway Stabilization
TD² File No. 181-446.3

Mayor and Council Members:

The following is the Engineer's Estimate of the Costs and Quantities for the construction for the above-referenced project.

Item Description	Approx. Quantity	Unit	Unit Price	Amount
1 Clearing and Grubbing	1	JOB	\$ 20,000.00	\$ 20,000.00
2 Steam Bank Grading	1	JOB	\$ 65,000.00	\$ 65,000.00
3 Furnish and Install Bioengineered Streambank Stabilization Materials	1	JOB	\$ 80,000.00	\$ 80,000.00
4 Construct Gabions	1,000	C.Y.	\$ 150.00	\$ 150,000.00
5 Furnish and Install Stone Rip Rap, Type "C"	900	TONS	\$ 40.00	\$ 36,000.00
6 Furnish and Place Lean Grout in Rip Rap	300	C.Y.	\$ 150.00	\$ 45,000.00
7 Seeding with Semi-Permanent Turf Reinforcement Mat	14,925	SF	\$ 2.50	\$ 37,312.50
8 Hydroseed, Fertilizer and Mulch	4	AC	\$ 2,000.00	\$ 8,000.00
Total Estimated Construction				\$ 441,312.50
Estimated Engineering				\$ 58,664.06
Estimated Total Project				\$ 499,976.56

If you have any questions or need further information, please call.

Respectfully submitted,

Arthur D. Beccard, P.E.
THOMPSON, DREESSEN & DORNER, INC.

ADB:jlf

cc: Dan Hoins

ROBERT E. DREESSEN, P.E.
NELSON J. HYMAN, P.E.
JAMES D. WARNER, L.S.
CHARLES E. RIGGS, P.E.
KA "KIT" P. SQUIRE III, P.E., S.E.
JOHN M. KOTTMANN, P.E.
ARTHUR D. BECCARD, P.E.
JOSEPH C. KOSINOVSKY, P.E.
DOUGLAS S. DREESSEN, P.E.
DEAN A. JAEGER, P.E.
RICHARD M. BROYLES, L.S.
DAVID H. NEEF, L.S.
RONALD M. KOENIG, L.S.
CHRIS E. DORNER, L.S.
TIMOTHY T. PAPSTEIN, P.E.
MICHAEL J. SMITH, L.S.
TROY J. NISSEN, P.E., S.E.
DOUGLAS E. KIELNER, P.E.
KEVIN L. TRUE, L.S.
CARY A. NORTON, P.E.
BRIAN L. LODES, P.E.
KURTIS L. ROHN, P.E.
JEFFREY L. THOMPSON, P.E.
DAREN A. KONDA, P.E.

Additional Sheet for P-MRNRD - Urban Drainageway Program - Special Project
Request Application

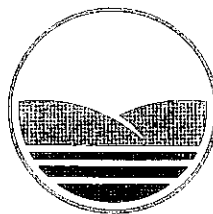
Item 7. Description of Problem.

The existing unnamed surface water drainageway within Halleck Park between Halleck Street and the West Papillion Creek in Papillion, Nebraska has severe bank erosion and channel cutting that needs to be stabilized to avoid damage to adjacent properties. An aerial photo based exhibit is provided that shows the limits of the proposed creek stabilization project. The drainageway has underbrush that is encroaching into the normal drainage flow path that is restricting flow and causing excessive stream bank erosion. The whole segment may have too steep of a streambed slope for the amount of stormwater that handles, thus causing an excessive velocity that deepens the channel. The root systems of large mature trees are being undermined which is causing a threat of flooding due to these large trees falling over and blocking the drainageway during period of high water flow.

Item 8. Proposed Solution.

The proposed solution to these problems is to stabilize the channel and banks. The channel slope is to be stabilized by installing gabion channel drops as needed to reduce the slope to a maximum 0.5%. The banks are to be stabilized by removing underbrush and trees that may restrict flow. The eroded bank areas are to be sloped back to a stable cross section and protected through the use of bioengineered streambank stabilization techniques. Semi-permanent erosion control matting would be used to supplement the bioengineered streambank stabilization areas where flow velocities exceed the ability of grassed slopes to maintain adequate protection until thick vegetation can be established. Rock riprap or gabion structures will be placed where the extra protection against erosion is needed. Large mature trees will be left undisturbed to the extent possible consistent with solving these problems.

PAPIO-MISSOURI RIVER
NATURAL
RESOURCES
DISTRICT



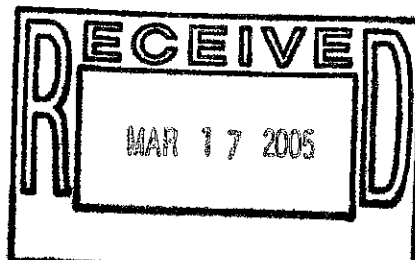
8901 S. 154TH ST.
OMAHA, NE 68138-3621
(402) 444-6222
FAX (402) 895-6543
www.papioned.org

URBAN DRAINAGEWAY PROGRAM

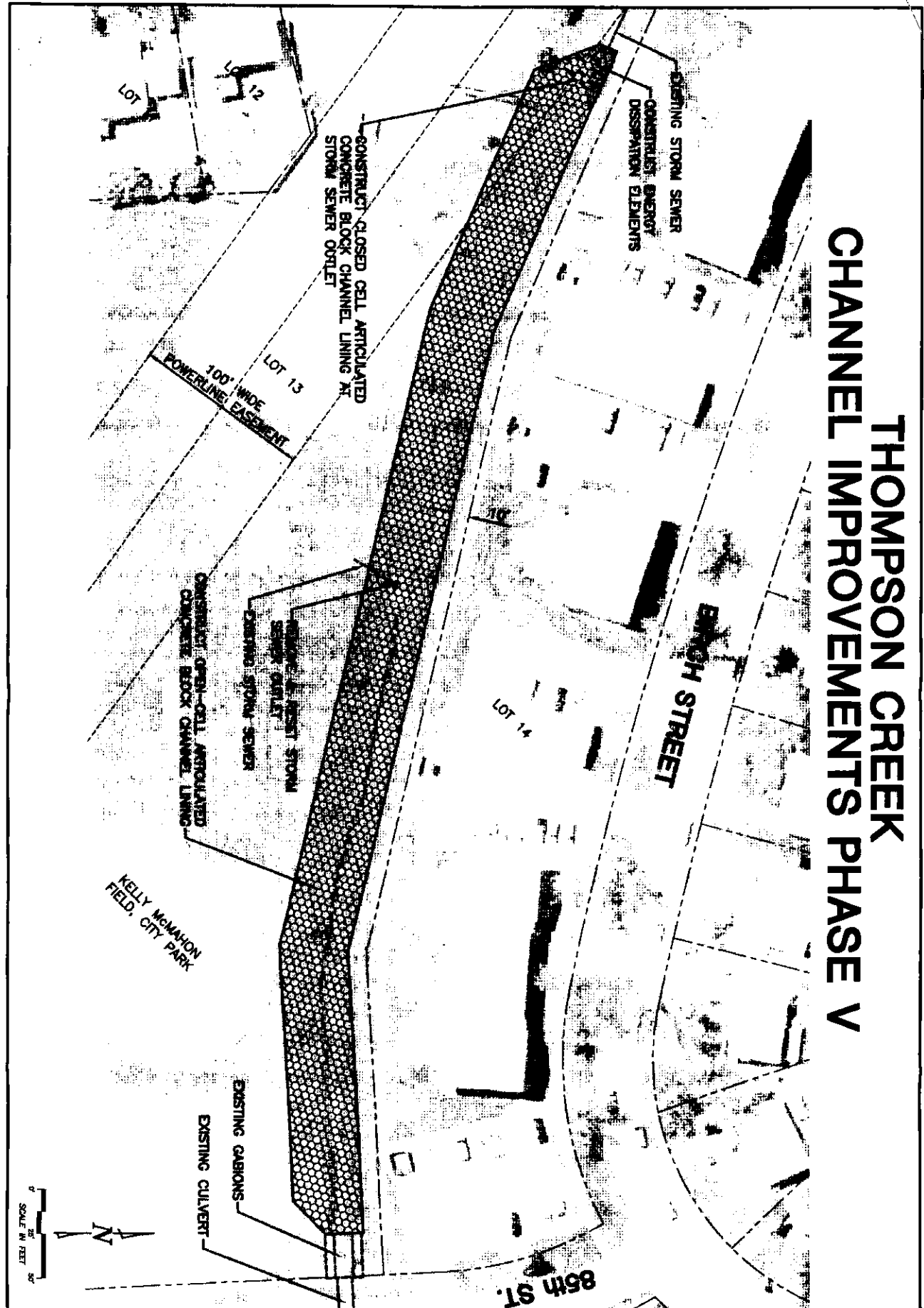
SPECIAL PROJECT REQUEST APPLICATION

1. Date: March 17, 2005
2. Project Name: Thompson Creek Phase V
3. Project Sponsor: City of La Vista
Address: 8116 Park View Blvd.
City/State/Zip La Vista, NE 68128
4. Contact Person: Joe Soucie Title: Public Works Director
5. Telephone: 331-8927
6. Project Location: South of Birch Drive between 85th and 87th Streets on Thompson Creek
7. Description of Problem: * Bank erosion
8. Proposed Solution: * Channel shaping and channel lining
9. Total Estimated Cost: \$ 411,000
10. Cost Share Request: \$ \$246,600
11. Signature/Title: *Joe Soucie* Public Works Director

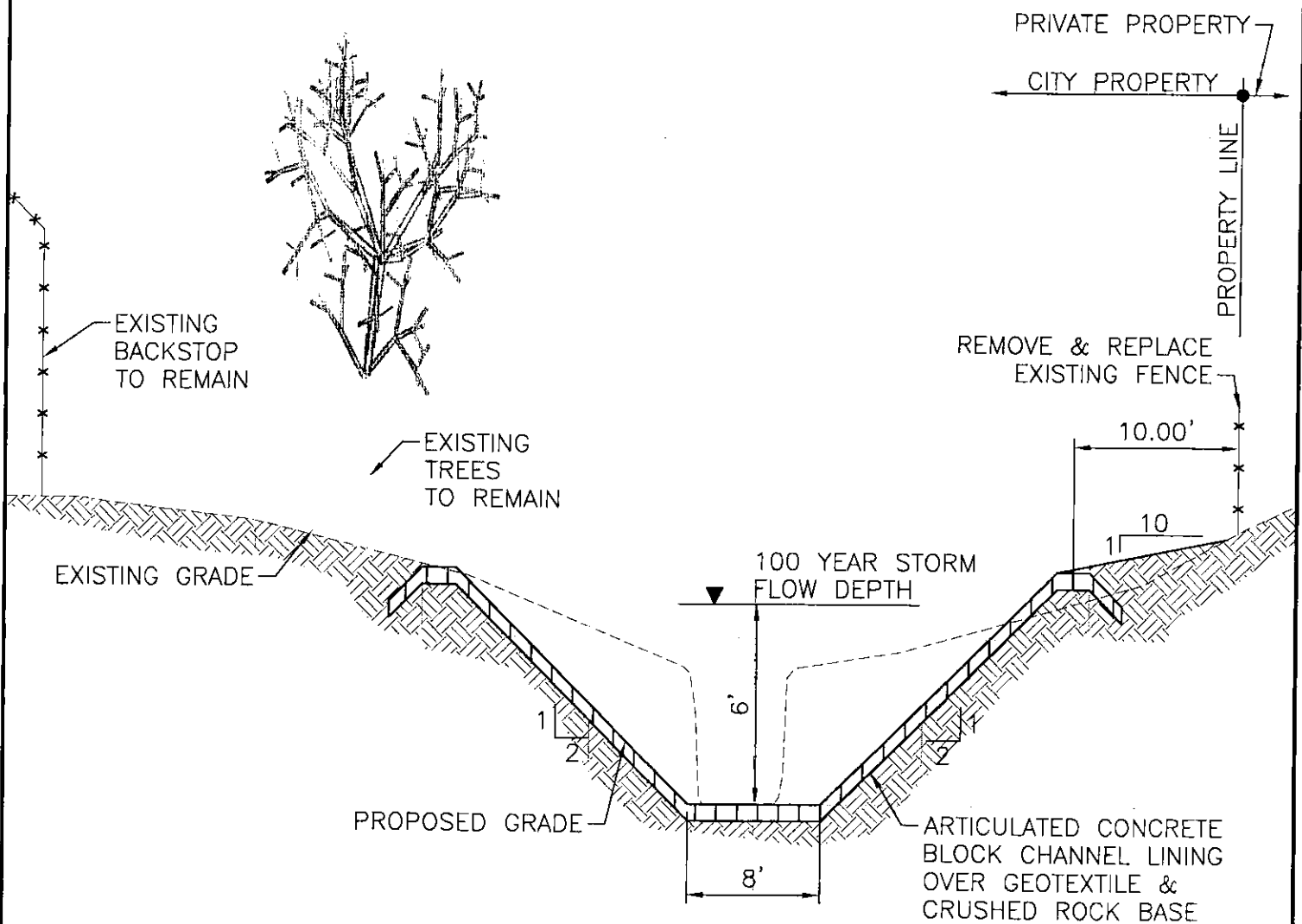
- Attach additional sheets as necessary.



THOMPSON CREEK CHANNEL IMPROVEMENTS PHASE V



171-308	2 THOMPSON, DRESSEN & DORNER, INC. Consulting Engineers & Land Surveyors 10636 OLD MILL ROAD OMAHA, NEBRASKA 68154 PHONE: 402.330.8888 FAX: 402.330.8888 EMAIL: TD2001@TDSO.COM WEBSITE: WWW.TD200.COM	THOMPSON CREEK CHANNEL IMPROVEMENTS PHASE V EXHIBIT A	SCALE: AS SHOWN DATE: 03/15/2005 DRAWN BY: RTM CHECKED BY: JMK REVISIONS:
		CITY OF LA VISTA	



TYPICAL CHANNEL CROSS SECTION

SCALE: 1"=10'(HORIZ) 1"=5'(VERT)



2 THOMPSON, DREESSEN & DÖRNER, INC.
Consulting Engineers & Land Surveyors
10836 OLD MILL ROAD OMAHA, NEBRASKA 68154

PHONE: 402.330.8860 FAX: 402.330.5866 EMAIL: TD2MAIL@TD2CO.COM
WEBSITE: WWW.TD2CO.COM

THOMPSON CREEK
CHANNEL IMPROVEMENTS PHASE V

EXHIBIT B

CITY OF LA VISTA

SCALE: AS SHOWN

DATE: 03-15-2005

DRAWN BY: RTM

CHECKED BY: JMK

REVISIONS:

JOB #: 171-308

DWG: 171308EH_CHANNEL5.DWG

THOMPSON CREEK
CITY OF LA VISTA
PHASE V GRANT APPLICATION
SUPPLEMENTAL INFORMATION
MARCH 17, 2005

IMPLEMENTATION SCHEDULE

The construction of the project would take place during the fall of 2005 through the spring of 2006. This schedule would be subject to the timing of approval of the grant application and receipt of required permits from the Corps of Engineers.

ENVIRONMENTAL ACCEPTABILITY

The proposed channel lining is an open-cell articulated concrete block system. The open cells provide the opportunity for revegetation of the channel. A similar installation was installed on Thompson Creek east of 84th Street and was able to gain approval from the Corps of Engineers. The Corps of Engineers looked favorably on the solution since it provided the opportunity to revegetate the channel.

PRELIMINARY DESIGN INFORMATION

The existing channel at this location is experiencing bank erosion. The channel is not degrading due to previous efforts by the City of La Vista to install grade control via a gabion structure at 85th Street. The bank erosion threatens adjacent private property to the north. The drainage area to this location contains 236 acres. Preliminary estimations of storm events range from 491 cfs for a 10-year storm to 875 cfs for a 100-year storm.

Thompson Creek Channel Phase V
Kelly McMahon Field
85th Street to 87th Street

TDD 171-308
17-Mar-05

ITEM	DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Remove & Replace Topsoil	1050	CY	\$ 2.50 /CY	\$ 2,625.00
2	Channel Grading	1500	CY	\$ 5.00 /CY	\$ 7,500.00
3	Articulated Conc. Blk. Lining	34,500	SF	\$ 8.00 /SF	\$ 276,000.00
4	Woven Geotextile Fabric	3850	SY	\$ 2.00 /SY	\$ 7,700.00
5	Crushed Rock Bedding	720	TN	\$ 22.00 /TN	\$ 15,840.00
6	Energy Dissipation Elements	1	LS	\$ 3,500.00 /LS	\$ 3,500.00
7	Remove & Replace Fence	800	LF	\$ 10.00 /LF	\$ 8,000.00
8	Remove & Reset Storm Sr. Outlet	1	LS	\$ 3,000.00 /LS	\$ 3,000.00
9	Plantings in Lining Cells	1	LS	\$ 3,000.00 /LS	\$ 3,000.00
10	Reseeding Disturbed Areas	0.5	AC	\$ 2,500.00 /AC	\$ 1,250.00

ESTIMATED TOTAL CONSTRUCTION COSTS	\$ 328,415.00
CONTINGENCY, 10%	\$ 32,841.50
ENGINEERING, 15%	\$ 49,262.25
ESTIMATED TOTAL ELIGIBLE COSTS	\$ 410,518.75

ROUNDED OFF, USE: 411,000

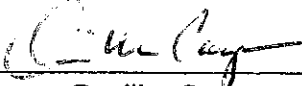
PAPIO-MISSOURI RIVER
NATURAL
RESOURCES
DISTRICT



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

URBAN DRAINAGEWAY PROGRAM

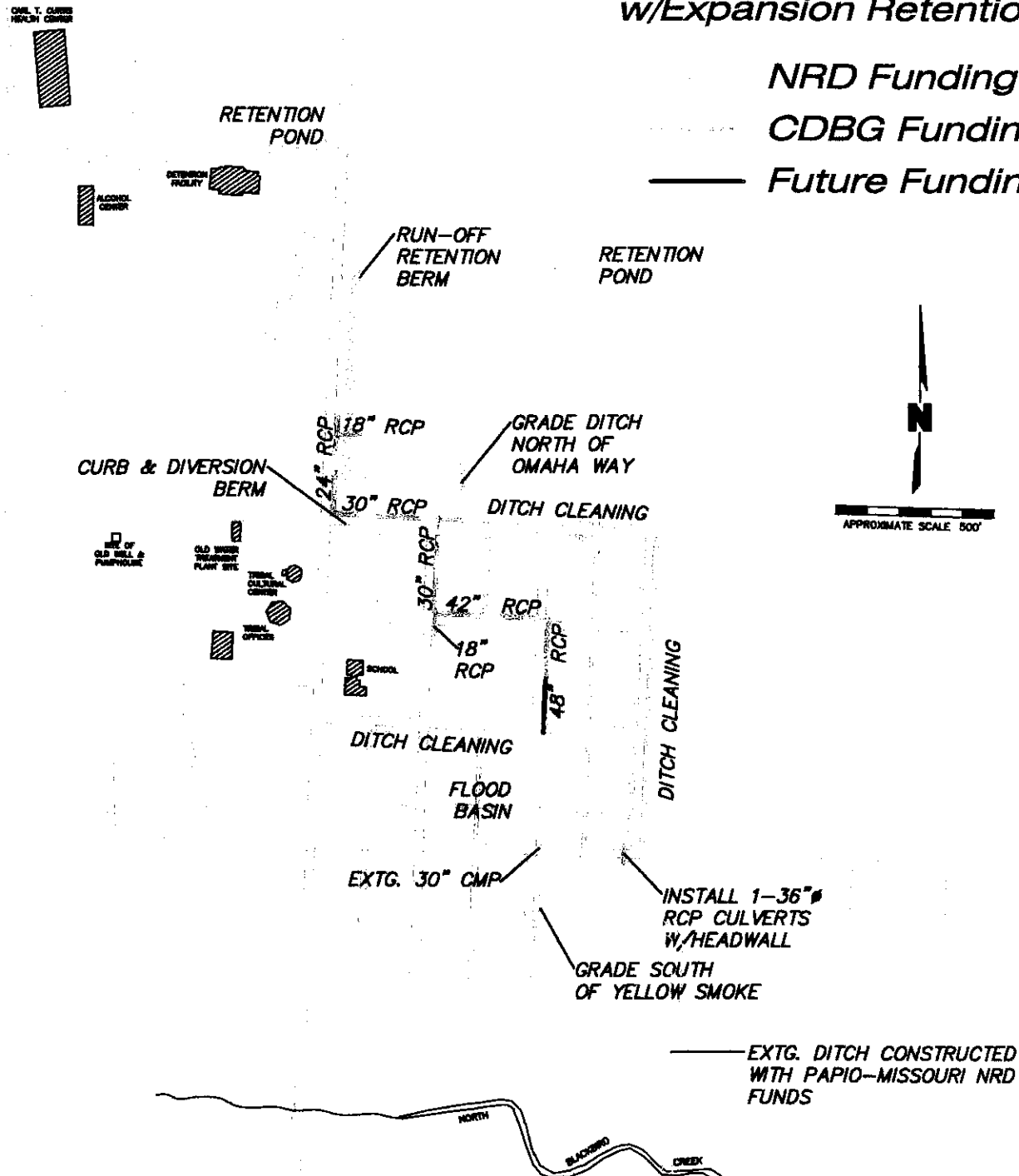
SPECIAL PROJECT REQUEST APPLICATION

1. Date: March 15, 2005
2. Project Name: East Macy Drainage
3. Project Sponsor: Omaha Tribe of Nebraska
Address: P. O. Box 368
City/State/Zip Macy, NE 68039-0368
4. Contact Person: Jerry Henscheid
Title: Public Works Director
5. Telephone: 402-846-5616
6. Project Location: See attached Exhibit 11
7. Description of Problem: * See attached Macy, NE East Side Drainage Study
8. Proposed Solution: * See attached Macy, NE East Side Drainage Study
9. Total Estimated Cost: \$ 240,712.00
10. Cost Share Request: \$ 144,427.00
11. Signature/Title: 
Orville Cayou – Chairperson – Omaha Tribe

- Attach additional sheets as necessary.

EXHIBIT ELEVEN
Schematic Drawing
Macy, Nebraska
East Side Drainage
Improvement
w/Expansion Retention

NRD Funding
 CDBG Funding
 — Future Funding



3/15/2005

**Opinion of Estimated Costs
Eastside Drainage Improvements
Pipe w/Expanded Retention
Macy, NE**

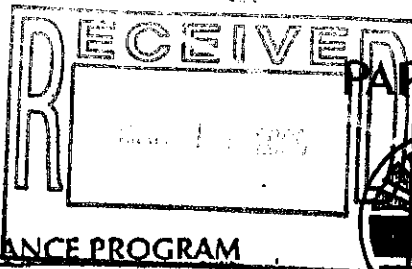
Phase One - Detention Basin Construction, Ditch Grading

<u>Description</u>	<u>Quantity</u>		<u>Unit Price</u>	<u>Total</u>	
Ditch Grading along Main Street	2,433	cy	\$5.00	\$12,165.00	*
Clean Ditch (Macy Street to Yellow Smoke)	430	cy	\$5.00	\$2,150.00	*
Retention Berm (East of Main Street)	9,250	cy	\$3.00	\$27,750.00	
Clean Ditch (South on Yellow Smoke)	650	cy	\$5.00	\$3,250.00	*
Excavate Retention Basin (East of Main Street)	4,000	cy	\$3.00	\$12,000.00	
Grade Ditch North of Omaha Way	2,350	cy	\$5.00	\$11,750.00	*
Ditch Cleaning Miscellaneous	4,500	cy	\$5.00	\$22,500.00	*
Culverts	140	lf	\$30.00	\$4,200.00	
Seeding	3	Acre	\$4,000.00	\$12,000.00	
Cleaning Ditch (Chief to Macy)	350	cy	\$5.00	\$1,750.00	*
Excavate Retention Basin (College)	8,100	cy	\$5.00	\$40,500.00	
Tree Clearing	23	ea	\$1,000.00	\$23,000.00	*
Incidental	1	LS	\$17,301.50	<u>\$17,301.50</u>	*
Opinion of Estimated Construction Costs				\$190,316.50	
Engineering				\$20,043.00	
Testing				\$6,550.00	
Administration				\$13,322.16	*
Construction Engineering				\$6,550.00	
Staking/Survey				<u>\$3,930.00</u>	
Opinion of Estimated Project Costs				\$240,711.66	

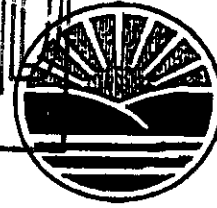
Notes:

* Items Omaha Utilities/Tribe could do for 40% match

Macy;PipingEst



PAPPIO-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
www.papionrd.org

1. Date: March 8, 2005
 2. Project Name: Tara Park Drainageway Stabilization
 3. Project Sponsor: City of Papillion
Address: 122 East Third Street
City/State/Zip: Papillion, Nebraska 68046
 4. Contact Person: Marty Luning Title: Public Works Director
 5. Telephone: 402-597-2044
 6. Project Location: Existing unnamed drainageway between
Shillaelagh Blvd and Centennial Road located about
2 blocks west of 84th Street in Papillion
 7. Description of Problem: * See Additional Sheet
 8. Proposed Solution: * See Additional Sheet
 9. Total Estimated Cost: \$ ~~44,000~~ 37,200 ^{GS}
 10. Cost Share Request: \$ ~~25,000~~ 22,320 ^{GS}
 11. Signature/Title: [Signature] DIRECTOR OF PUBLIC WORKS
- Attach additional sheets as necessary.

FORM 17.0.B

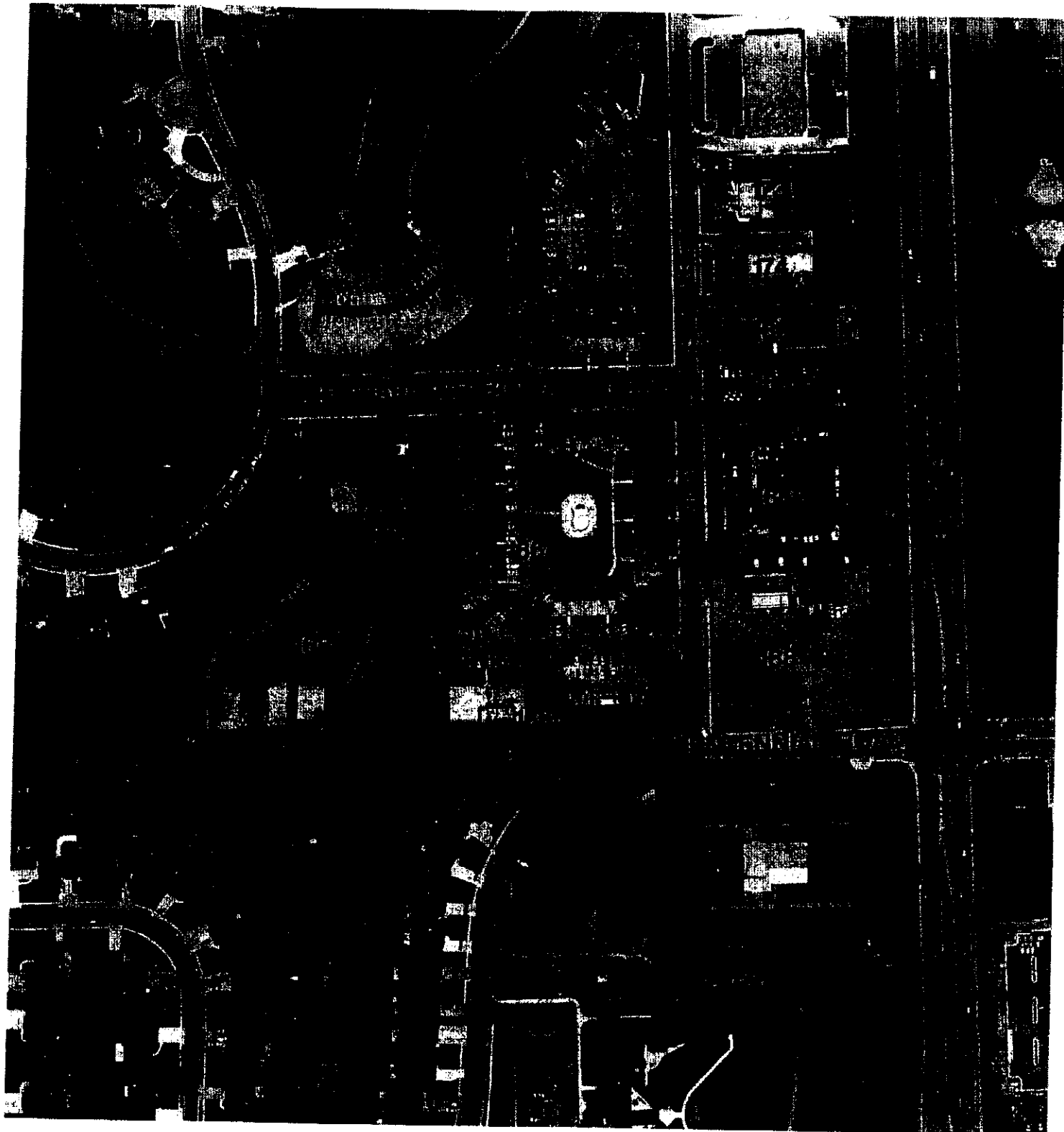
Additional Sheet for P-MRNRD – Urban Conservation Assistance Program – Special
Project Request Application

Item 7. Description of Problem.

The existing unnamed surface water drainageway between Shillaelagh Blvd. and Centennial Road located about 2 blocks west of 84th Street in Papillion, Nebraska has severe bank erosion that needs to be stabilized to avoid damage to adjacent properties. An aerial photo based exhibit is provided that shows the limits of the proposed creek stabilization project. The northerly part of the drainageway has underbrush that is encroaching into the normal drainage flow path that is restricting flow and causing excessive stream bank erosion. The southerly part of the drainageway has two severe bends that are causing excessive erosion on the outside of the bends. One of the bends has been undercut in a manner that a platform of unsupported earth has resulted which is a public safety concern as this location is within a City park near playground equipment. The whole segment may have too steep of a streambed slope for the amount of stormwater that handles, thus causing an excessive velocity that deepens the channel.

Item 8. Proposed Solution.

The proposed solution to these problems is to stabilize the channel and banks. The channel slope is to be stabilized by installing gabion channel drops as needed to reduce the slope to a maximum 0.5%. The banks are to be stabilized by removing underbrush and trees that may restrict flow. The eroded bank areas are to be sloped back to a stable cross section and protected with semi-permanent erosion control matting where flow velocities exceed the ability of grassed slopes to maintain adequate protection until thick vegetation can be established. Rock riprap or gabion structures will be placed on the outside of severe bend areas where the extra protection against erosion is needed. Large mature trees will be left undisturbed to the extent possible consistent with solving these problems.



CITY OF PAPIILLION

P-MRNRD-URBAN CONSTRUCTION
ASSITANCE PROGRAM
SPECIAL PROJECT REQUEST
APPLICATION EXHIBIT



**THOMPSON, DREESSEN
& DORNER, INC.**

Consulting Engineers
& Land Surveyors

10836 OLD MILL RD.
OMAHA, NEBRASKA 68154
(402) 330 - 8860

3-3-05

181462_AERIAL.DWG



SCALE: 1"= 200'



THOMPSON, DREESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors

March 25, 2005

Mayor and City Council Members
 City of Papillion
 c/o Mr. Marty Leming
 Public Works Department
 122 East Third Street
 Papillion, Nebraska 68046

RE: Tara Park Drainageway Stabilization
 TD² File No. 181-462.1

Mayor and Council Members:

ROBERT E. DREESSEN, P.E.
 NELSON J. HYMANS, P.E.
 JAMES D. WARNER, L.S.
 CHARLES E. RIGGS, P.E.
 KA "KID" P. SQUIRRI III, P.E., S.E.
 JOHN M. KOTTMANN, P.E.
 ARTHUR D. BECCARD, P.E.
 JOSEPH G. KOSINOVSKY, P.E.
 DOUGLAS S. DREESSEN, P.E.
 DEAN A. JAEGER, P.E.
 RICHARD M. BROYLES, L.S.
 DAVID H. NIEP, L.S.
 RONALD M. KOENIG, L.S.
 CHRIS E. DORNER, L.S.
 TIMOTHY T. PAPSTEIN, P.E.
 MICHAEL J. SMITH, L.S.
 TROY J. NISSEN, P.E., S.E.
 DOUGLAS E. KELLNER, P.E.
 KEVIN L. TRUE, L.S.
 GARY A. NORTON, P.E.
 BRIAN L. LODES, P.E.
 KURTIS L. KOHN, P.E.
 JEFFREY L. THOMPSON, P.E.
 DAREN A. KONDA, P.E.

The following is the Engineer's Estimate of the Costs and Quantities for the construction for the above-referenced project.

Item Description	Approx. Quantity	Unit	Unit Price	Amount
1 Clearing and Grubbing	1	JOB	\$ 2,000.00	\$ 2,000.00
2 Steam Bank Grading	1	JOB	\$ 5,000.00	\$ 5,000.00
3 Construct Gabions	63	C.Y.	\$ 150.00	\$ 9,450.00
4 Furnish and Install Stone Rip Rap, Type "C"	160	TONS	\$ 40.00	\$ 6,400.00
5 Furnish and Place Lean Grout in Rip Rap	53	C.Y.	\$ 150.00	\$ 7,950.00
6 Seeding with Semi-Permanent Turf Reinforcement Mat	2000	SF	\$ 2.50	\$ 5,000.00
7 Hydroseed, Fertilizer and Mulch	0.70	AC	\$ 2,000.00	\$ 1,400.00
Total Estimated Construction				\$ 37,200.00
Estimated Engineering				\$ 6,800.00
Estimated Total Project				\$ 44,000.00

If you have any questions or need further information, please call.

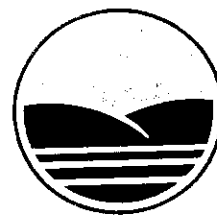
Respectfully submitted,

Arthur D. Beccard, P.E.
 THOMPSON, DREESSEN & DORNER, INC.

ADB:jlf

cc: Dan Hoins

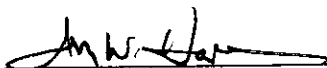
PAPIO-MISSOURI RIVER
NATURAL
RESOURCES
DISTRICT



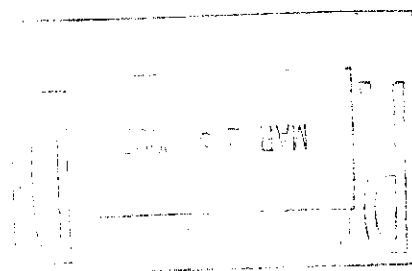
8901 S. 154TH ST.
OMAHA, NE 68138-3621
(402) 444-6222
FAX (402) 895-6543
www.papionrd.org

URBAN CONSERVATION ASSISTANCE PROGRAM

SPECIAL PROJECT REQUEST APPLICATION

1. Date: March 18, 2005
2. Project Name: Eroded Ditch Line at Harvel Drive
3. Project Sponsor: City of Bellevue, Nebraska
Address: 210 West Mission Ave
City/State/Zip Bellevue, NE 68005
4. Contact Person: Phil Davidson Title: Grant Coordinator
5. Telephone: 293-3052
6. Project Location: Harvell Drive from Freeman Drive to Lincoln Road
7. Description of Problem: * see attached
8. Proposed Solution: * see attached
9. Total Estimated Cost: \$ 40,000
10. Cost Share Request: \$ 24,000
11. Signature/Title:  Jerry Hare, Public Works Director

- Attach additional sheets as necessary.



CITY OF BELLEVUE

**210 West Mission Ave.
Bellevue, Nebraska 68005**

Description of Problem:

There is an open drainage ditch along the roadside of Harvell Drive from Freeman Drive to Lincoln Road. The road is abutted on the north by residential homes, and on the south by homes, the Bellevue Public Library and open fields belonging to Bellevue East High School. This stretch of road is one of the more heavily traveled by the public in Bellevue. This drainage way has been a continual maintenance problem due to erosion at the discharge points of the storm pipes and along the ditch bed. Harvell Drive has a curb and gutter section with storm inlets channeling storm water into open ditches on both sides of the road. There is a considerable amount of local drainage from these surrounding areas, as well as the water collected from the roadway and discharged from the inlets.

City crews have periodically made repairs to the erosion along the ditch, and at the ends of the culverts. However, after a few storm events the ditch continues to erode and returns back to an unsightly condition. It has been a recurring condition over the years that can be resolved with some permanent structures to control the water and subsequent soil erosion.

CITY OF BELLEVUE

**210 West Mission Ave.
Bellevue, Nebraska 68005**

Proposed Solution:

The City of Bellevue City Engineer's plan would be to place segmented block retaining walls (keystone) at all the discharge and inlet points along the south side of Harvell. We would also need to place fencing around the wall to prevent people from leaning over and falling into the structure. At the bottom of the structure we would place the gabions to prevent the water from eroding holes at the ends of the pipes. The ditch line between structures erodes continually, and has become difficult to mow. We need to regrade the ditch to a flat bottom and place an erosion control mattress with check dams along the way to allow the vegetation to establish a root base. These improvements would permit proper mowing operations.

With the help of the Papio-Missouri River Natural Resources District's Urban Conservation Assistance Program the City of Bellevue can buy and install the needed headwalls, gabions and erosion fabric needed for this project. The total cost of the project which also includes the grading and seeding of the ditch line is approximately \$40,000.

This roadway is one of the more scenic drives in the city and also one of the more heavily traveled by the public. In the present condition it does not reflect positively on the image the city wants to present to the public. With a little work and dollars spent on erosion control and beautification, we can improve on the appearance of the ditch, and solve an ongoing maintenance problem.

MEMORANDUM

TO: Programs, Projects and Operations Subcommittee

FROM: Dick Sklenar

SUBJECT: Survey Results/City of Blair's Request for Extension of Washington County Rural #2 Distribution System

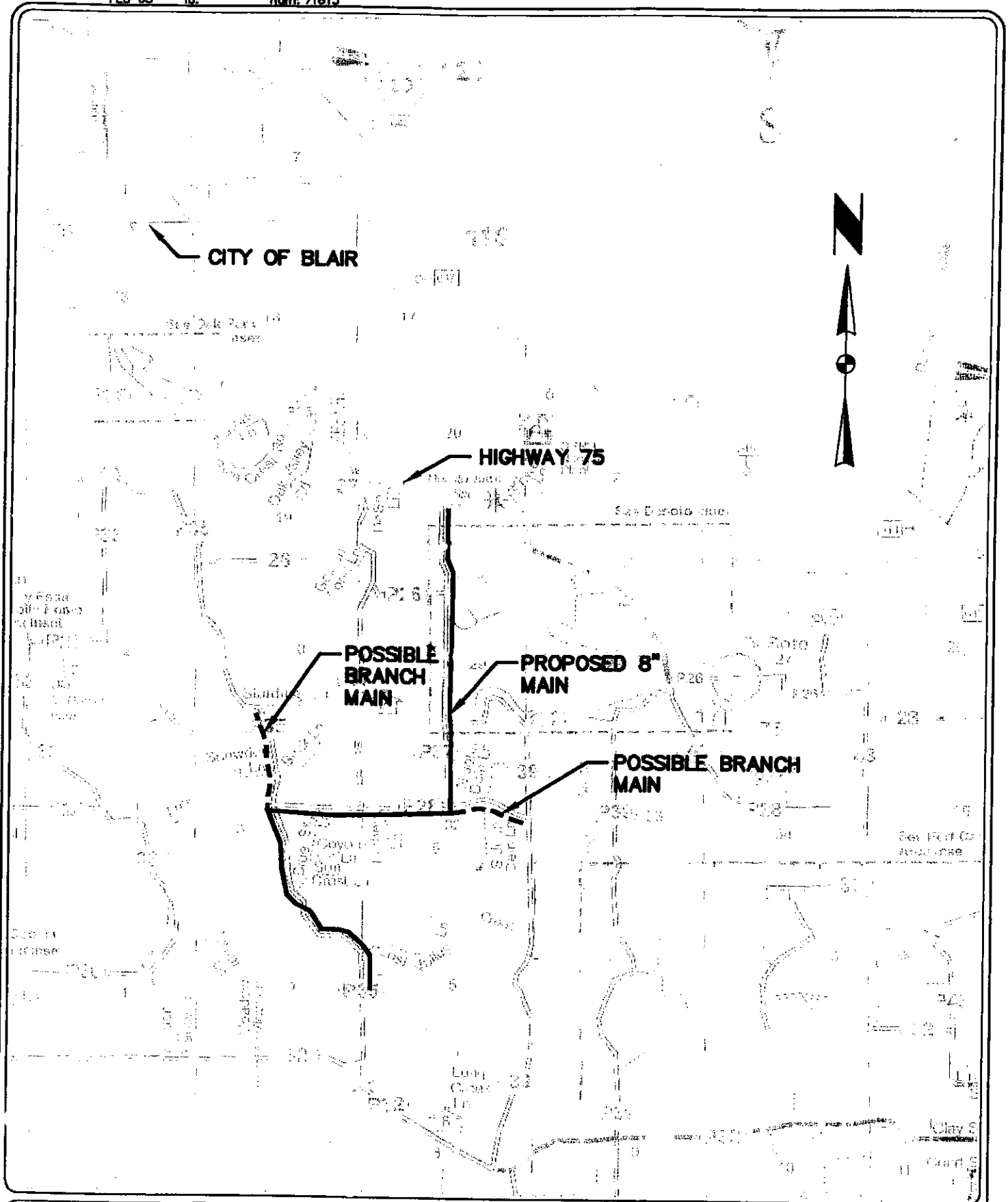
DATE: April 4, 2005

Last month, the District's Board of Directors authorized the staff to proceed with a survey of rural residences along portions of County Roads P35, P28, and P37 in Washington County. The survey was meant to inquire from residences along this route as to whether or not they would be interested in hooking up to a proposed waterline along their frontage. This was being done in response to the City of Blair's request to investigate the feasibility of extending the Washington County Rural Water #2 distribution system to Highway 75.

The District survey consisted of two attempts. The first was a mass mailing providing an explanation of the proposed project, a copy of the application, water rate schedule and a map of the proposed distribution route. This was followed up by the District staff with a visit, either by phone or in person, to ascertain their position.

About 18 months ago, a volunteer steering committee (composed of rural residents from the area) canvassed the proposed route with little success. The results by the District's most recent survey indicates that little has changed. Of the 31 residences along the proposed route only 6 submitted an application with their appropriate hookup fee. The project would not be economically feasible for the rural water system unless 20 applications were received.

Based on the poor response to the District's survey, it would appear that further efforts on this issue should be terminated. However, the District staff will be meeting with the mayor and City Administrator of Blair on April 8 to discuss the matter further.



project no. 71613
date FEB 05
sheet 1 OF 1

project **DISTRIBUTION SYSTEM**
WASHINGTON CO. RURAL WATER SYSTEM
client PAPIO-MISSOURI RIVER NATURAL RESOURCE DISTRICT
sheet **COUNTY ROAD P37 EXTENSION**

PLG
drawn
CJK
designed
CJK
approved

hgm
ASSOCIATES INC.
ENGINEERING AGRI-CULTURAL SURVEYING
CONSULTANTS

MEMO TO: Programs, Projects & Planning Subcommittee
SUBJECT Washington County Rural Water #2 Service Area Revision
DATE: 4/12/05
FROM: Dick Sklenar

The City of Blair has requested that the water main planned along County Road P26 be extended about 1800 feet west to Hwy. 30 to connect with an existing water main which provides water to the Village of Kennard.

During recent discussions, it was mutually agreed that it was in the best interest of all parties that the area west of Hwy. 133 be a part of the City of Blair's water service area, rather than Washington County Rural Water #2.

Blair has requested that the proposed main along county road P26 be increased in size to 8 inch diameter pipe and extended to Hwy. 30 at their expense. This can be handled through a change order with the WCRW #2 general contractor. This water line will then be owned, operated and maintained by the City.

The following resolution is proposed;

The Staff recommends that the Subcommittee recommends to the Board of Directors that the Washington County Rural Water #2 service area boundary be revised so that properties along Victory Lane and County Road P26, all west of Hwy. 133, be a part of the City of Blair's water distribution system at no additional cost to the District.



12" WATER MAIN

HWY 133

WATER TOWER

6" KENNARD
WATER MAIN

CO. ROAD P 26

HWY 30

NORTH

MEMORANDUM

TO: Programs, Projects and Operations Subcommittee

FROM: Dick Sklenar

SUBJECT: Trails Development Assistance Fund Agreement/Elkhorn River Access

DATE: April 5, 2005

Attached to this memorandum is a copy of the Nebraska Game and Parks Commissions project agreement for the Trails Development Assistance Fund with regards to the Elkhorn River Public Access Site near Waterloo, NE. A \$20,000 grant will be awarded to the District upon execution of the agreement.

The District is also anticipating another grant from the Recreational Trails Program (also administered by the Nebraska Game and Parks Commission) in the amount of \$135,000 for this project. Final design or implementation of this project cannot proceed until word has been received from the Nebraska Game and Parks Commission. I am expecting the go-ahead from them by late April.

An estimated breakdown of the financing for the project on West Maple Road and the Elkhorn River is as follows:

TOPIC	NRD SHARE	RTP*	TDA**	TOTAL
Design, Inspection and Construction Costs	\$26,663 (15%)	\$135,000 (74%)	\$20,000 (11%)	\$181,663

* Recreational Trails Program

** Trails Development Assistance

It is recommended that the Subcommittee recommend to the Board of Directors that the project agreement with the Nebraska Game and Parks Commission for the Trails Development Assistance Fund be approved and that the General Manager is authorized to execute said agreement.

**STATE OF NEBRASKA
GAME AND PARKS COMMISSION
TRAILS DEVELOPMENT ASSISTANCE FUND
PROJECT AGREEMENT
2/03**

Project Sponsor
Papio-Missouri NRD

Project Number
TDA 2005 (005)

Project Title
Elkhorn River Public Access

Project Period
Completion Date - Fall 2007

Project Scope (Description of the Project)

Construct a canoe access site and support facilities on the Elkhorn River.

Project Cost:

1. Acquisition	\$ _____
2. Development	\$ 40,000.00 _____
3. Maintenance	\$ _____
4. Total Cost	\$ 40,000.00 _____
5. Fund Amount	\$ 20,000.00 _____
6. State Percent	50% _____

The following are hereby incorporated into this agreement:

1. General Provisions
2. Project Application and Supplemental Documents

By virtue of the authority contained in Sections 37-1001 to 37-1008 inclusive, Revised Statutes of Nebraska, the State of Nebraska, represented by the Nebraska Game and Parks Commission, hereinafter referred to as the State or Commission, does on this day hereby enter into an agreement with the Papio - Missouri NRD, hereinafter referred to as the Project Sponsor, for the purposes of executing and administering the provisions of the Trail Development Assistance Fund Act of 1991, Article 15, hereinafter referred to as the Act, as applicable to agreements of this nature.

In consideration of the covenants of the Project Sponsor as hereinafter set forth, including project application, cost estimates, and other supporting documents as made part of this agreement, the State of Nebraska, through the Nebraska Game and Parks Commission, hereby agrees to disburse a lump sum grant to be used as matching funds of not more than fifty percent (50%) of the total cost as aforementioned herein for project expenditures.

The Project Sponsor agrees to execute the project as set forth herein in a timely and businesslike manner for the purposes intended and in accord with the following terms, conditions and covenants of this Project Agreement.

SPECIAL PROVISIONS

Leased Property: If your political subdivision does not own the property a lease or easement must be executed to gain control of the corridor for the purpose of using state funds to develop it. All leases and easements must be for a minimum of 25 years and it is recommended to include an option to renew it for an equal period of time. Submit one copy of the lease or easement as assurance your board and other entity that owns the property has reviewed and accepted the agreement.

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

In witness whereof, the parties hereto have executed this Project Agreement as of the date entered below and the covenants herein shall extend to and be binding upon the successors of the parties to this agreement both for the term and duration of this grant and the Act.

THE STATE OF NEBRASKA

By: _____ Date: _____
Director
Nebraska Game and Parks Commission

THE PROJECT SPONSOR

Sponsor Date: _____

By: _____
Signature Title

TRAILS DEVELOPMENT ASSISTANCE FUND

GENERAL PROVISIONS

PART I- DEFINITIONS

- A. The term **“Act”** shall mean the Trails Development Assistance Fund Act of 1991, as Revised August 1999, Chapters 37-1001 through 37-1008.
- B. The term **“Project”** shall mean the scope of work that is identified in the application and its supporting documents, the Project Scope of the Project Agreement, plans and specifications and other required and related documents.
- C. The term **“Project Sponsor,” “Applicant,”** or **“Grantee”** shall mean any Natural Resources District, Political Subdivision or other public agency or private non-profit organization whose primary purpose is the purchase, development or maintenance of a recreational trail. Any such entity shall constitute a qualified applicant to receive assistance from the Trails Development Assistance Fund.
- D. The term **“State”** shall mean the State of Nebraska.
- E. The term **“Commission”** shall mean the Nebraska Game and Parks Commission with headquarters located at 2200 North 33rd Street, PO Box 30370, Lincoln, NE 68503-0370.
- F. The term **“Director”** shall mean the Game and Parks Commission appointed Secretary, who will act as its Director and Chief Conservation Officer and be in charge of its activities.
- G. The term **“Fund”** or **“Fund Assistance”** shall mean the financial resource created by the Trails Development Assistance Fund Act and shall consist of any direct appropriation by the Legislature and any funds received as gifts, bequests or other contributions to such fund from public or private entities.
- H. The term **“Rules,” “Regulations,”** or **“Guidelines”** shall mean the rules, regulations or guidelines contained in either/or the Project Agreement; Article 15, Revised August 1999, Chapters 37-1001 through 37-1008; the application instructions or other program instructions given during the course of this project.
- I. The term **“Project Agreement”** or **“Agreement”** shall mean this document that binds the sponsor to the terms, conditions or applicable state laws included herein, or made reference to as a condition of receiving assistance from the Fund.

PART II- TERMS AND CONDITIONS

The sponsor to this Agreement specifically recognizes and agrees that this Fund-assisted project will help create a system of recreational trails by which the citizens of Nebraska may enjoy the recreation opportunities offered by the State's greenways or linear parks. The sponsor hereto recognizes and acknowledges that the purchase and development of such trail corridors with Fund-assistance creates an obligation on the sponsor's part to operate and maintain the trail consistent with the provisions of this Agreement and in accord with both the Act and the following requirements.

It is the acknowledged intent of the sponsor to use the funds granted hereunder for the purpose of this program and that assistance granted from this fund will result in a net increase in trail opportunities for public use and enjoyment.

1. The Project Sponsor agrees, as recipient of this Assistance, that it will comply with the terms of this Agreement and with the following specific requirements, where applicable. The Project Sponsor understands that trail projects are governed by any applicable provisions of State Statutes in effect at the time of execution of this Agreement and any statute or amendment to any Statutes subsequent to the execution of this Agreement.
2. This Project Agreement is entered into by the Sponsor and the Commission, State of Nebraska, based on the assurance by the Sponsor that the requirements of the application and all supporting documents have been met and are true and correct to the best of the sponsor's ability. Any breach of this performance on the sponsor's part discovered either before, during or after completion of the project may be cause by the Commission to cancel the project or require refund of grant funds pursuant to State Law and the conditions and terms of this Project Agreement.
3. The Project Sponsor agrees that the appropriate remedy in the event of a breach by the Project Sponsor of this Agreement shall be the specific performance of the Agreement.
4. The Project Sponsor agrees that should this project be unilaterally canceled by the Sponsor, the Project Sponsor must promptly refund any unused grant funds allocated by the Commission. The Project Sponsor understands that already expended funds will be recovered and remitted according to State Law and the terms of this Agreement.
5. The Project Sponsor agrees that it will expend the lump sum funds granted by the Commission only on the elements described in the Project Scope (Description of the Project) of this Agreement. The Project Sponsor agrees to notify the Commission of its intent to change the scope by increasing or decreasing scope elements, request a time-extension or a decrease or increase in the grant amount. In the event of a grant fund decrease, the Project Sponsor agrees to refund, to the Commission, in a timely manner, any surplus funds. Amendments of scope or fund changes will become effective upon approval by the Commission.

6. The Project Period shall begin with the date entered on the first page of the Project Agreement or the effective date of the Waiver of Retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner, in which event, the Project Period shall end on the date of completion or termination.
7. The Project Sponsor agrees to incur project costs for the elements described in the Project Scope within the time period of this Agreement, and that only such expenditures within the time period are eligible for assistance from the Fund.
8. The Project Sponsor agrees to commence and complete projects in a timely, expeditious and workmanlike manner. Failure to initiate the project in a reasonable time period or to complete the project in a timely or workmanlike manner may be cause for termination of the grant, return of grant funds at the time of termination, cancellation of the grant by the Commission, or the Commission may require remedial action on the part of the grant sponsor. Such action by the Commission will be conducted at a public meeting and the sponsor may appeal the decision as provided by the Administrative Procedures Act (Chapter 84, Article 9).
9. The Project Sponsor agrees that the completed project is a dedicated public trail and agrees to operate and maintain, at Sponsor's sole expense, or cause to be operated or maintained, the property or facilities acquired or developed pursuant to this Agreement in the manner and according to the standards set forth including, but not necessarily limited to, the following:
 - a. Upon project completion a sign must be erected to credit the use of "State Trail Development Assistance Funds administered by the Nebraska Game and Parks Commission".
 - b. The property shall be maintained so as to appear attractive and inviting to the public.
 - c. Sanitation and sanitary facilities shall be maintained in accordance with applicable state and local public health standards.
 - d. Reasonable precautions shall be taken to ensure public safety which are commensurate with the use and objectives of the property and facilities developed under this Project Agreement.
 - e. Trails, roads, buildings and other structures and improvements shall be kept in reasonable repair so as to limit liability, prevent undue deterioration and to encourage public use.
 - f. The facility shall be kept open for public use at reasonable hours and times of the year, according to the type of area or facility.
 - g. All new utility lines will be buried, as well as any future lines after project completion.
10. The Project Sponsor shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Department of the Interior Regulation (43 CFR 17) issued pursuant to that Title, to the end that, in accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, religion, color or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of any property or facility acquired or developed pursuant to the

Project Agreement. The Project Sponsor shall immediately take any measures necessary to effectuate this provision. This assurance shall be binding on the Project Sponsor to which Fund-assistance or property acquired or developed with Fund-assistance has been transferred for public trail purposes.

11. The Project Sponsor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101), as amended (Title III of P.L. 94-135).
12. The Project Sponsor shall comply, where applicable, with the handicapped accessible regulations and guidelines promulgated pursuant to Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), the Americans with Disabilities Act, 36 CFR, Part 1191 and with all State Statutes regarding handicapped accessibility, including, but not limited to, Nebraska Revised Statutes 1943, reissue of 1976, Sections 72-11010 through 72-1124.
13. The Project Sponsor agrees to comply with all state statutes regarding public acquisition of real property and relocation, including, but not necessarily limited to, Revised Statutes Supplement 1973, Section 25-2501 through 25-2506 and Revised Statutes of Nebraska 1943, Reissue of 1976 Sections 76-1201 through 76-1213.
14. The Project Sponsor agrees to submit to the Commission for review and approval one appraisal report for each tract of land to be acquired under this project. Such appraisal report will be prepared by a Nebraska General Certified Real Estate Appraiser and such appraisal will be conducted in such a manner pursuant to State Statutes so as to protect the private landowner.
15. The Project Sponsor agrees that local matching funds will be from sources other than from the Trails Development Assistance Fund, and further that such local matching funds will not include grants from other state agencies or from in-kind labor services.
16. The Project Sponsor, as owner or operator of a trail development pursuant to the Trails Development Assistance Act, agrees that it will, at appropriate entry points, place signs warning that users departing from the boundaries of the trail, as marked by fences or otherwise may result in prosecution for trespassing. Such signs are eligible for assistance from the Trails Development Fund.
17. The Project Sponsor agrees that personnel of the Commission or State Auditor's Office may audit all project costs and records incurred for compliance with the project agreement, including costs and records that are part of the matching contribution. Grant recipients shall keep adequate and complete records relating to the project administration and all records shall be retained in accordance with State laws. Such records for retention shall include, but are not necessarily limited to, copies of cancelled checks, invoices, contracts, agreements and any other records of others having responsibility for, and administration of, any part of the project of this Agreement.
18. The Project Sponsor agrees that whenever abandoned railroad right-of-way trails are developed pursuant to the Trails Development Assistance Act, boundary fences will be constructed and maintained as required for railroads in Sections 74-601 through 74-609. Unless such

construction and maintenance is waived in writing by affected adjoining property owners, such fences shall be deemed to be manifestly designed to exclude intruders for the purposes of subdivisions (1) (c) of Section 28-521.

19. The Project Sponsor agrees that a cultural survey will be conducted pursuant to the direction and procedures established by the Nebraska State Historical Society prior to commencing acquisition and construction of the trail.
20. The Project Sponsor agrees to award construction contracts in excess of \$10,000 through a process of competitive bidding involving formal advertising with adequate purchase description, sealed bids and public bid openings. The Project Sponsor will retain all documents relating to the bid process for inspection by the Commission. In the event that State law or local rules require competitive bidding for projects estimated to cost less than \$10,000 such laws or rules apply. Written Change Orders shall be issued for all necessary changes in the facility being constructed under contract. Such Change Orders shall be submitted to the Commission for approval and shall be made a part of the project file and kept available for audit.
21. The Project Sponsor agrees to secure such plans and specifications for construction of the project, where required by state law or as may be directed by the Commission. Such plans, where necessary, will be prepared by a Nebraska licensed architect, engineer or landscape architect. Such plans will meet at least all current building codes to ensure the provisions of public health, safety, access, facility performance and other requirements.
22. The Project Sponsor agrees to provide and maintain complete and adequate architectural, engineering or landscape architectural supervision and inspection at the construction site to ensure that the completed work conforms substantially with approved plans, specifications and change orders and that the Sponsor will furnish progress reports or other related information as may be required by the Commission.
23. The Project Sponsor agrees to comply with all applicable state laws governing acquisition and/or development of flood plains, including, but not necessarily limited to, Nebraska Revised Statutes 1977, Volume 1, Sections 2-1506.01 to 1506-27 and to comply with the applicable provisions of Executive Order 11988 "Flood Plain Management."
24. The Project Sponsor agrees that it will make every effort to preserve the natural and beneficial values served by wetlands. The Sponsor will avoid development in wetlands when there are expected adverse impacts on the wetland's natural and beneficial values and where practicable alternatives exist. The Sponsor first will consult with personnel of the Commission to ensure that the project complies with the provisions of Executive Order No. 11990- "Protection of Wetlands." The Sponsor agrees to submit any reports, plans or other documents as required by the Executive Order or by Commission personnel for review and approval prior to commencing construction.
25. The Project Sponsor agrees to comply with state law or local rules governing conflict of interest on the part of sponsor officials and/or employees that approve a contract or subcontract in

connection with this project. The Project Sponsor will be responsible for enforcing any applicable conflict of interest provisions. The Project Sponsor agrees that the funds granted for this project from the Fund are public moneys and shall be deposited in a bank with FDIC insurance coverage.

26. In the event that qualified non-profit organizations are project sponsors and the project involves acquisition of land from private landowners, the Sponsor agrees to place in the contract for purchase a provision that guarantees the original landowner the right of first refusal in the event the land must be sold for whatever reason.
27. Whenever the Commission and a grantee mutually agree that land acquired or developed with Trails Development Assistance Funds are no longer of value for the program purposes, or that the grantee can show good cause why the land should no longer be used in accord with the approved project purpose; the land may be disposed of with the Commission's approval and the proceeds there from shall be returned to the State Trails Development Assistance Fund account or deposited in an account as directed by State Law. Where land to be disposed of was acquired by non-profit organizations, it will first be offered to the original seller for repurchase.

PART III- NON-COMPLIANCE AND TERMINATION

Project Termination:

The essence of this Agreement is a net gain in the quantity and quality of public trail facilities and resources, which shall become available to the citizens of the Sponsor and the State through the execution of this Agreement. Failure of the Project Sponsor to comply with the terms of this Agreement, except as provided herein shall be cause for termination and suspension of all obligations of the State and of any future assistance to the Project Sponsor.

1. The Commission may temporarily suspend assistance under the project pending corrective action by the Project Sponsor or pending a decision to terminate the grant by the Commission.
2. The Project Sponsor may unilaterally terminate the project at any time prior to the start of construction or acquisition of properties.
3. The Commission may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Commission will promptly notify the Project Sponsor in writing of the determination and the reasons of the termination, together with the effective date.
4. The Commission may terminate grants in whole, or in part, at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date, and in the case of partial

termination, the portion to be terminated. The Project Sponsor shall not incur new obligation for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The Commission may allow full credit to the Project Sponsor for the share of the noncancellable obligations properly incurred by the grantee prior to termination.

Non-Compliance:

The Commission may revoke funding commitments, seek repayment of funds granted, or both actions if:

1. The terms of the Project Agreement have not been, or are not anticipated to be fulfilled.
2. The Commission finds that the application contained inaccuracies, omissions, errors or misrepresentations.
3. The time schedule for project completion was misrepresented or has not been maintained.
4. Any property, real or personal, acquired or developed with Trails Development Assistance Funds passes or diverts from control of the grantee, prior to project expiration or prior to expiration of the time limit of the Act or is used for purposes other than the approved project purpose, unlawful or otherwise.
5. Whenever the Director determines at any time that a grantee is in violation of the provisions of the aforementioned rules, the grantee shall be ineligible for further assistance for subsequent projects until the matter has been resolved to the satisfaction of the Director and the Nebraska Game and Parks Commission.
6. Remitted funds for either personal or acquired property will be remitted in the amount of the original purchase price of the property or at a value pursuant to current State law.
7. The grantee shall have a period of two years after notification by the Commission in which to remit unlawfully used funds.

Appeal:

The Project Sponsor may appeal the decision of the preceding action by the Commission as provided by the Administrative Procedure Act (Chapter 84, Article 9).

Memorandum

To: Programs, Projects and Operations Subcommittee
From: Paul Woodward, Water Resources Engineer
Date: April 6, 2005
Re: Papillion Creek Watershed, Stage III Study Contract with HDR Engineering

In June of 2003, the Board approved a Stage II contract with HDR Engineering on behalf of the Papillion Creek Watershed Partnership (PCWP). This contract included \$135,000 for ongoing services necessary to support the Partnership's NPDES permits as well as \$200,000 funded solely by the NRD for the Multi-Reservoir Analysis. In addition, an amendment of \$35,000 was approved by the Board in October 2003 for a needs assessment of stormwater management projects and costs.

HDR has completed the tasks outlined in Stage II as well as additional services in preparation of the recent Watershed by Design Public Forums. As such, funding under Stage II has been exhausted and a new contract is needed to proceed in the Watershed Master Planning process and continued NPDES support to the local communities. HDR and members of the Partnership worked together to prepare the enclosed scope of services, and below is a summary of each task and cost:

- Project management including attending Partnership meetings (\$83,329)
- NPDES Phase II Support including assistance for the remaining public forums and other public educational materials (\$52,812)
- Provided background research and facilitate workgroups formed to make decisions concerning the Watershed Master Plan policies and projects (\$178,855)

In conclusion, the total cost of Stage III services provided by HDR would be \$315,000 and the contract would be handled by P-MRNRD staff on behalf of the PCWP. Services would begin in April 2005 and conclude by July 2006. A copy of the proposed professional services contract with HDR, including a detailed scope, cost estimate, and schedule, is enclosed for your consideration.

Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute a professional services contract on behalf of the Papillion Creek Watershed Partnership with HDR Engineering, Inc. for the Papillion Creek Watershed Stage III Study for a maximum fee of \$315,000, subject to changes deemed necessary by the General Manager and approved as to form by District Legal Council.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification. This document should be adapted to the particular circumstances of the Assignment and the Controlling Law.

**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
STUDY AND REPORT PHASE
PROFESSIONAL SERVICES**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

[LOGOS]

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

With
Strike Out/Double Underline Edits

Copyright © 1996

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4344

**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
STUDY AND REPORT PHASE
PROFESSIONAL SERVICES**

This is an Agreement effective as of _____, 2005 ("Effective Date") between
Papio-Missouri River Natural Resources District ("OWNER") and HDR Engineering, Inc. ("ENGINEER").

OWNER retains ENGINEER to perform professional services, in connection with on-going services under the
Papillion Creek Watershed Study. ("Assignment").

OWNER and ENGINEER, in consideration of their mutual covenants as set forth herein, agree as follows:

ARTICLE 1--ENGINEER'S SERVICES

1.01 Scope

A. ENGINEER shall provide the services set forth in Exhibit SR-A.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin services as set forth in Exhibit SR-A.

C. If authorized in writing by OWNER, and agreed to by ENGINEER, services beyond the scope of this Agreement will be performed by ENGINEER for additional compensation.

ARTICLE 2--OWNER'S RESPONSIBILITIES

2.01 General

A. OWNER shall have the responsibilities set forth herein and in Exhibit SR-A.

ARTICLE 3--TIMES FOR RENDERING SERVICES

3.01 ENGINEER's services will be performed within the time period or by the date stated in Exhibit SR-A.

3.02 If ENGINEER's services are delayed or suspended in whole or in part by OWNER, ENGINEER shall be entitled to equitable adjustment of the time for performance and rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4--PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services of ENGINEER.

A. OWNER shall pay ENGINEER for services rendered under this Agreement as follows:

(Delete inapplicable language.)

1. A Lump Sum amount of \$ _____.

2. ~~Appropriate amounts are incorporated in the Lump Sum to account for labor, overhead, profit, Reimbursable Expenses, and ENGINEER's Consultants' charges, if any.~~

~~3. The portion of the Lump Sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.~~

~~[OR]~~

~~1. An amount equal to the cumulative hours charged to the Assignment by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Assignment, plus Reimbursable Expenses, estimated to be \$ _____ and ENGINEER's Consultants' charges, if any, estimated to be \$ _____. The total compensation under paragraph 4.01.A.1 is estimated to be \$ _____.~~

~~2. ENGINEER's Reimbursable Expenses Schedule and Standard Hourly Rate Schedule are attached to this Agreement as Exhibits SR-C and SR-D, respectively.~~

~~3. The amounts billed for ENGINEER's services will be based on the cumulative hours charged to the Assignment during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER's Consultants' charges, if any, incurred during the billing period.~~

~~[OR]~~

1. An amount equal to ENGINEER's Direct Labor Costs times a Factor of 3.15 for the services of ENGINEER's employees engaged on the Assignment, plus Reimbursable Expenses, provided, however, the total due to ENGINEER for such services and for Reimbursable Expenses shall not exceed the amount of \$315,000, unless authorized in writing by OWNER. The fee proposal for this Agreement is included as Attachment "A". estimated to be \$ _____, and ENGINEER's Consultants' charges, if any, estimated to be \$ _____. The total compensation under paragraph 4.01.A.1 is estimated to be \$ _____.

2. ENGINEER's Reimbursable Expenses Schedule is attached to this Agreement as Exhibit SR-C.

3. The amounts billed for ENGINEER's services will be based on the applicable Direct Labor Costs charged to the Assignment by ENGINEER's employees during the billing period multiplied by the above-designated Factor, plus Reimbursable Expenses and ENGINEER's Consultants' charges, if any, incurred during the billing period.

4. Direct Labor Costs means salaries and wages paid to employees but does not include payroll related costs or benefits.

5. The Direct Labor Costs Factor includes the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto; the cost of general and administrative overhead, which includes salaries and wages of principals and employees engaged in business operations not directly chargeable to projects, plus indirect operating costs, including but not limited to, business taxes, legal expense, rent, utilities, office supplies, insurance, and other operating costs; plus operating margin or profit.

4.02 Other Provisions Concerning Payment

~~A. Estimated Compensation Amounts:~~

~~1. ENGINEER's estimate of the amounts that will become payable are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to ENGINEER under the Agreement.~~

2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to ENGINEER that a compensation amount thus estimated will be exceeded, ENGINEER shall give OWNER written notice thereof. Promptly thereafter OWNER and ENGINEER shall review the matter of services remaining to be performed and compensation for such services. OWNER shall either agree to such compensation exceeding said estimated amount or OWNER and ENGINEER shall agree to a reduction in the remaining services to be rendered by

~~ENGINEER, so that total compensation for such services will not exceed said estimated amount when such services are completed.~~

~~A.B.~~ *Adjustments*

ENGINEER's compensation is conditioned on time to complete the Assignment not exceeding the time identified in Exhibit SR-A. Should the time to complete the Assignment be extended beyond this period due to reasons not the fault of and beyond the control of ENGINEER, the total compensation to ENGINEER shall be appropriately adjusted.

~~2. If used, the Standard Hourly Rates Schedule, Reimbursable Expenses Schedule, Direct Labor Costs and the Factor applied to Direct Labor Costs will be adjusted annually (as of _____) to reflect equitable changes to the compensation payable to ENGINEER.~~

~~B.C.~~ *Reimbursable Expenses.* Reimbursable Expenses means the actual expenses incurred by ENGINEER or ENGINEER's Consultants directly in connection with the Assignment, including the categories and items listed in Exhibit SR-C, plus 10% and if authorized in advance by OWNER, overtime work requiring higher than regular rates. Reimbursable Expenses will also include the amount of any sales tax, excise tax, value added tax, or gross receipts tax or similar tax that may be imposed on this agreement.

~~C.D.~~ *For Additional Services.* OWNER shall pay ENGINEER for all services not included in the scope of this Agreement on the basis agreed to in writing by the parties at the time such services are authorized by OWNER.

ARTICLE 5--DESIGNATED REPRESENTATIVES

5.01 Contemporaneous with the execution

of this Agreement, ENGINEER and OWNER shall each designate specific individuals as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of their respective party.

ARTICLE 6--CONTENT OF AGREEMENT

6.01 The following Exhibits are incorporated herein by reference:

A. Exhibit SR-A, "Further Description of Services, Responsibilities, Time, and Related Matters," consisting of 10 pages.

B. Exhibit SR-B, "Standard Terms and Conditions," consisting of 6 pages.

(Include one or both of the following if applicable.)

C. Exhibit SR-C, "Reimbursable Expenses Schedule," consisting of 1 page.

~~D. Attachment A – Fee Estimate, Stage III Services, "Papillion Creek Watershed Study" consisting of 1 page.~~

~~E. Attachment B - Schedule, Stage III Services, "Papillion Creek Watershed Study" consisting of 1 page.~~

~~D. Exhibit SR-D, "Standard Hourly Rates," consisting of _____ pages.~~

6.02 Total Agreement

A. This Agreement (consisting of pages 1 to 4, inclusive, together with the Exhibits identified in paragraph 6.01) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

**PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT**

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

8901 S. 154th Street

Omaha, NE 68138-3621

ENGINEER:

HDR ENGINEERING, INC.

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

8404 Indian Hills Drive

Omaha, NE 68114

Designated Representative (Paragraph 5.01):

Name: Steven Oltmans

Title: General Manager

Phone Number: (402) 444-6222

Facsimile Number: (402) 895-6543

E-Mail Address: soltmans@papiornrd.org

Designated Representative (Paragraph 5.01):

Name: Timothy Crockett, P.E.

Title: Senior Vice President

Phone Number: (402) 399-1257

Facsimile Number: (402) 399-1111

E-Mail Address: tcrocket@hdrinc.com

SUGGESTED FORMAT (for use with 1910-19, 1996 Edition)

This is **EXHIBIT SR-A**, consisting of 10 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Study and Report Phase Professional Services** dated _____, 2005.

Initial:
OWNER _____
ENGINEER _____

Further Description of Services, Responsibilities, Time, and Related Matters

Specific articles of the Agreement are amended and supplemented to include the following agreement of the parties:

A.1.01 ENGINEER's Services

_____ A. _____ ENGINEER shall:

1. _____ Consult with OWNER to define and clarify OWNER's requirements for the Assignment and available data.
2. _____ Advise OWNER as to the necessity of OWNER providing data or services which are not part of ENGINEER's services, and assist OWNER in obtaining such data and services.
3. _____ Identify, consult with, and analyze requirements of governmental authorities having jurisdiction relevant to the Assignment.
4. _____ Identify and evaluate _____ alternate solutions available to OWNER and, after consultation with OWNER, recommend to OWNER those solutions which, in ENGINEER's judgment, meet OWNER's requirements.
5. _____ Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to OWNER which ENGINEER recommends. This Report will be accompanied by ENGINEER's opinion of Total Project Costs for each solution which is so recommended with each component, including the following, separately itemized: opinion of probable Construction Cost, allowances for contingencies and for the estimated total costs of design, professional, and related services provided by ENGINEER and, on the basis of information furnished by OWNER, allowances for other items and services included within the definition of Total Project Costs.
6. _____ Perform or provide the following additional tasks or deliverables:
7. _____ Furnish _____ review copies of the Report to OWNER within _____ days of the Effective Dates of this Agreement and review it with OWNER.
8. _____ Revise the Report in response to OWNER's and other parties' comments, as appropriate, and furnish _____ final copies of the revised Report to the OWNER within _____ days after completion of reviewing it with OWNER.

**For Papio-Missouri River Natural Resources District
For Development of a Watershed Management Plan
Papillion Creek Watershed (Washington, Douglas and Sarpy Counties, NE)**



ENGINEERING PROPOSAL – STAGE III SERVICES

BACKGROUND AND BASIS OF PROPOSAL

The purpose of this Agreement is to provide on-going services for what is to be termed as Stage III Services (Project) under the Papillion Creek Watershed Study. The intent of Stage III Services is to continue working toward the overall goal of preparing and implementing a Papillion Creek Watershed Management Plan (Plan). The Papio-Missouri River Natural Resources District (NRD) is the designated OWNER under the terms of the Agreement and is a member of the Papillion Creek Watershed Partnership (PCWP). It is anticipated that there will be additional stages of work subsequent to this Agreement that will continue in progressive development and implementation of the Plan. Other members of the PCWP also have a cost sharing, vested interest in the Project but are not direct parties to this Agreement. Therefore, this Stage III Agreement is a continuation of prior PCWP related work outlined in the original Agreement with the NRD, dated July 7, 2003 and Amendment No. 1 thereto, which constituted Stage II services, as well as earlier work described as Stage I services, which were covered under a separate agreement with the City of Omaha.

The PCWP members have decided that it would be beneficial to continue assistance from the ENGINEER for:

- Continued participation in monthly PCWP meetings.
- Additional NPDES Phase II Stormwater Permit support for public participation and involvement in terms of conducting public forums that deal with the “Green, Clean, and Safe” Initiatives identified during Stage II work and miscellaneous follow-up presentations of the same to various interest groups upon the consent and direction of the PCWP.
- Conducting interviews with designated representatives from the PCWP jurisdictions to obtain individual opinions on needed policy changes that are intended to address the “Green, Clean, and Safe” Initiatives.
- Supplementing the above policy information with in-house experience with similar watershed policies, related best management practices (BMPs), and implementation experiences with other HDR clients throughout its corporate office connections as may be available and conducting targeted literature review type research on a national scale.
- Assisting in the formation of separate Technical and Policy Workgroups and subsequent facilitation of meetings in an “informed consensus-building” manner. The pertinent background information gathered by HDR will provide meeting materials for the two workgroups. The purpose of the Technical Workgroup will be to offer input and general technical support to the Policy Workgroup in terms of providing a quality control type review of the perceived technical constraints and merits of tentatively identified policies and related BMPs, as well as providing additional independent input. The Policy Workgroup, in turn, will examine the proposed policies and make determinations to eliminate some, suggest alternate or new policies, and/or enhance existing policies. Considerations should be made with respect to anticipated public and private acceptance, probable financial impacts, necessary implementation strategies, etc. The Policy Workgroup may request additional supporting feedback from the Technical Workgroup where deemed necessary.
- Providing and presenting a summary policy report of recommendations from the two workgroups, as well as the PCWP members. This effort is also intended to meet the NPDES Phase II Stormwater Permit requirement for watershed management policy development for the PCWP through Year 2 (that is, by the end of July 2006) of the permits as a preparatory step for Years 3 through 5, which will address actual policy implementation. Note: The completion of this Agreement is intended to coincide with the end of Year 2 of said permits – also see Attachment “B” (Schedule).

SCOPE OF SERVICES – STAGE III

TASK SERIES 100 – PROJECT MANAGEMENT

Task Objective: Confirm that Project elements are being completed.

HDR Activities: **Task 110 Internal Project Management.** Includes scheduling, administration, and coordination activities within the HDR Project team. Internal HDR Project team meetings will be conducted as necessary to discuss tasks, provide Project updates, and review deliverables.

Task 120 PCWP Meetings. HDR will attend and provide input and general assistance for PCWP regular meetings and sub-committee meetings, including assistance in preparing an agenda prior to the meetings and reviewing draft meeting minutes prepared by the PCWP. Follow-up Project progress meetings will be held with the NRD to coincide with scheduled PCWP meetings.

Task Deliverables: Provide monthly Project status reports (to be attached to HDR invoices); assistance in preparing meeting agenda and presentation items related to the other Task Series below; provide written review comments for meeting minutes provided by the NRD; and provide miscellaneous meeting materials not otherwise specifically described by other Tasks herein.

Key Understandings: Assume HDR participation in eighteen (18) regular monthly PCWP meetings, plus two (2) PCWP sub-committee meetings for preparation planning for each of four (4) public forums. These assumptions will result in a maximum of twenty six (26) PCWP meetings. In addition, it is assumed that separate brief contract management meetings with the NRD will be held on the same day immediately following PCWP meetings on an as-needed basis.

TASK SERIES 200 – NPDES PHASE II SUPPORT

Task Objectives: Provide on-going assistance for the PCWP members having NPDES Phase II Stormwater Permits. This assistance is intended to partially address the NDEQ permit requirements within the Stormwater Management Plan thereto for the required minimum control entitled “Public Participation and Involvement.”

Task 210 Public Participation and Involvement.

Subtask 210.1 Public Forums. HDR will offer continuing assistance in the preparation, presentation of materials, and follow-up documentation of results from public forums associated with the “Green, Clean, and Safe” Initiatives created during Stage II services. An introductory public forum and the forum for the “Green” Initiative have already been covered under Stage II services and are not included herein. Stage III services will include work associated with four (4) additional public forums as follows:

- “Clean” Initiative.
- “Safe” Initiative.
- A summary type public forum in June 2005 which recaps all three Initiatives and work-in-progress at that point.
- An additional public forum near the end of the period of this Agreement which will deal with the overall findings and Watershed management policy recommendations from the Stage III work.

Subtask 210.2 Miscellaneous Presentations. It is recognized that there may be follow-up requests from various interest groups for presentations of the materials presented in the public forums under Subtask 220.1 above. Such requests may be from individual city councils, county boards, or other governmental entities within the PCWP membership. Before responding to such requests, HDR will seek the approval from the NRD to do so via email or a written letter. Assume that four (4) such miscellaneous presentations will be made using presentation materials already developed for the public forums.

Task Deliverables: For the various public forums, provide:

- Name tags for the PCWP members.
- Draft PowerPoint slides and hardcopy handouts for the PCWP members to review.
- Final PowerPoint slides in electronic format for the public forums.
- A maximum of two (2) professionally mounted foam boards containing public education materials for each public forum.
- Printed comment/question cards sufficient in number for the anticipated audiences to facilitate interactive participation.
- Audience survey forms in electronic format for reproduction by the NRD as may be required to address issues.
- Formal responses to questions/comments and a summary of survey results obtained from the audience in electronic format for subsequent printing and/or posting on the PCWP website by the PCWP.

Key Understandings: Task 210.1: Assume participation in a total of four (4) public forums as outlined above.

Task 210.2: Assume a maximum of four (4) miscellaneous presentations and that no new presentation materials will be needed. That is, reuse and regroup the PowerPoint slides, hand-out materials, and display boards developed for the public forums under Task 210.1.

TASK SERIES 300 – WATERSHED MANAGEMENT POLICY DEVELOPMENT

Task Objectives: The overall objective of this Task Series is to develop Watershed management policies that are deemed to be subsequently necessary to implement selected strategies within the intent of the “Green, Clean, and Safe” Initiatives. To accomplish this objective there will need to be some preparatory background watershed management policy research beyond that previously obtained under Stage II services, along with reviews and inputs by the Technical and Policy Workgroups described below.

One of the key objectives of this Task Series is intended to meet the NPDES Phase II Stormwater Permit requirement for watershed management policy development for the PCWP through Year 2 (that is, by the end of July 2006) of the permits, as previously stated in the “BACKGROUND AND BASIS OF PROPOSAL.” Specifically, this directly relates to “BMP 5.c” in the permits; that is, “to develop and implement strategies which include a combination of structural and/or non-structural best management practices (BMPs) appropriate for the watershed.”

Refer also to the schedule in Attachment “B” hereto that depicts a series of concurrent activities within this Task Series 300.

HDR Activities:

Task 310 Background Watershed Management Policy Research. This Task 310 is intended to provide meeting materials for the proposed policies under the “Green, Clean, and Safe” Initiatives for the Technical and Policy Workgroups in Task 320 described below.

Subtask 310.1 PCWP Member Interviews. HDR will conduct a series of interviews in scheduled time slots with designated representatives from each PCWP member during the course of a maximum of two (2) all-day workshops or other equivalent pre-arranged times to gather specific information on perceived Watershed management policy needs. This will require the PCWP members to come prepared to the interviews with sufficient supporting materials; have a prior working knowledge of the intent of the “Green, Clean, and Safe” Initiatives and strategies therein as may apply to their respective jurisdictions; and to provide specific examples where it is judged that there currently are policy deficiencies or needs for enhancement of existing policies. This effort will also include qualitative judgments (and quantitative estimates as may be appropriate and where information is available) by those interviewed for anticipated impacts to existing capital costs, operation and maintenance, staffing resources, anticipated acceptance by public and private interests, implementation logistics, etc. HDR will provide an information gathering checklist to guide the assimilation of materials and the discussions during the interviews.

Subtask 310.2 National Watershed Management Policy Research. Conduct cursory literature review type research on a national scale targeted for watershed management policies, related BMPs, and implementation experiences similar to that which may concern the PCWP. HDR will supplement this effort with pertinent information that may exist for work with other clients throughout its corporate network of offices.

Subtask 310.3 Prepare Meeting Materials for Workgroups. Consolidate and summarize in executive summary fashion all of the background research information gathered from the Subtask 310.1 and 310.2 efforts described above, information from the outcomes of the public forums, and any pertinent information that may have originated from the various PCWP meetings. Submit the same in electronic format to the NRD for reproduction and distribution as meeting materials to the Technical and Policy Workgroups described in Task 320 below.

Task 320 Technical and Policy Workgroup Facilitation.

Technical Workgroup: Primarily charged with the initial policy development and evaluation of the underlying technical constraints and intended merits of tentatively proposed Watershed management policies on behalf of the Policy Workgroup. Examples of tentative policies and issues that may be initially considered by the Technical Workgroup include:

- Preservation, restoration, and creation of open spaces along stream corridors under the “Green” Initiative and interfacing the same into master planning for parks and other public/private amenities.
- Achieving “no adverse impacts” with new development in conjunction with the “Clean” and “Safe” Initiatives in terms of no deterioration in water quality and no net increases in stream flow and stage under design storm conditions from pre-existing conditions.

- Related considerations may include policies concerning regional versus local detention; relative impacts from low-density development; policies intended to achieve pollutant loading reduction in cooperation with NDEQ water quality protection efforts; and management of development in floodplain fringe areas.

The Technical Workgroup is assumed to include selected public and private representatives from entities that can offer pertinent technical input, general quality control review, and support for tentatively proposed Watershed management policies. Such entities may include representatives from the PCWP membership, NDEQ, the Nebraska Game and Parks Commission, the University of Nebraska, the Natural Resources Conservation Service, the U.S. Army Corps of Engineers, the U.S. Geological Survey, County Extension Services, the American Consulting Engineers Council, and/or other selected technical experts as may be deemed appropriate for the set of issues to be considered. That is, it is anticipated to be necessary to provide technical input and evaluations for the priority policies to be recommended to the Policy Workgroup. The Policy Workgroup, in turn, may eliminate, add to, or realign policy priorities and related concepts and request updated information from the Technical Workgroup.

Policy Workgroup: The Policy Workgroup will be generally charged with consideration of the Watershed management policies with respect to anticipated public and private acceptance, financial constraints that may be involved, establishment of overall priorities among the policies, and any related issues.

It is assumed that the Policy Workgroup will generally consist of key decision makers representing both public and private interests that will potentially be most affected by watershed management policies. That is, it is assumed that Policy Workgroup representatives may consist of the general manager and/or assistant general manager of the NRD, city public works directors or their first-level designated assistants, comparable level representatives from Douglas and Sarpy Counties, legal counsels, financial advisors, planning department representatives, land developers, etc. as deemed necessary to collectively address various non-technical policies and issues that have evolved out of the public forums, PCWP meetings, input from the Technical Workgroup, reaction from the media, etc.

To this end, HDR proposes to provide Task 320 assistance as follows:

- Assist in the formation of the Technical and Policy Workgroups by providing a suggested list of individuals to the PCWP members for their review.
- Provide general technical input and coordinated liaison among the Policy and Technical Workgroups and the general PCWP membership.
- Prepare for, provide professional facilitation for, and summarize the outcomes for all Workgroup meetings, generally assumed as follows:
 - Following the distribution of meeting materials described under Task 310 above, conduct a series of monthly Technical Workgroup meetings to provide initial policy/strategy reviews related to the “Green, Clean, and Safe” Initiatives and provide technical input to the Policy Workgroup.
 - After the initial Technical Workgroup efforts have been completed, conduct a joint meeting with both Workgroups; or, alternately at the discretion of the PCWP, an initial meeting with the Policy Workgroup

alone, to present and generally explain the intent of the tentatively proposed policies/strategies that have been reviewed by Technical Workgroup. The Policy Workgroup will provide initial feedback on the same and request additional information as deemed necessary.

- It is assumed that the Technical Workgroup will need to reconvene to provide additional information and feedback requested by the Policy Workgroup.
- Conduct a final Policy Workgroup meeting to reach an “informed consensus” on the Watershed management policies to be taken forward to the elected officials for the PCWP members for adoption prior to the end of Year 2 for the Phase II Stormwater Permits as depicted on Attachment “B” – Schedule.

Task 330 Policy Report. HDR will use the information gathered from the preceding Tasks and provide a draft policy report prior to the final Policy Workgroup meeting. Following the final Policy Workgroup meeting, provide a final draft of the same. The policy report will include an executive summary of policy recommendations and supporting technical information. The report will be provided in suitable electronic format for reproduction and distribution by the NRD.

Task Deliverables: HDR will provide:

- Agendas and minutes for all meetings under this Task Series.
- An information gathering checklist, various maps, and supporting materials in advance of the Subtask 310.1 PCWP interviews to help guide discussions.
- Meeting materials for the Workgroups in electronic format to the NRD, as described above for Subtask 310.3.
- A draft and final Policy Report in electronic format as described above for Task 330.

Key Understandings: The term “professional facilitation” shall mean that HDR will provide one or more individuals who possess the formal training, experience, and skills for leading large groups in an “informed consent” building process for the various issues at hand.

The extent of work under this Task Series is dependent on the willingness and availability of PCWP members and candidate Workgroup members to participate in meetings to the level assumed herein. If adjustments to the assumptions outlined herein become necessary due to changes in basic logistics, then HDR is certainly willing to adjust levels of effort accordingly to the equivalent extent of cost outlined in Attachment “A” – Fee Estimate hereto or as formally amended by the NRD for a change in scope for any increased efforts deemed necessary. It is also understood that the NRD may, at its discretion, direct HDR to reduce or re-allocate efforts within the maximum cost for services set forth herein. For the purposes of this Agreement, assume:

- A maximum of two (2) all-day interview workshops or equivalent time as described above under Subtask 310.1.
- National stormwater management policy research under Subtask 310.2 to the equivalent extent outlined in Schedule “A” – Fee Estimate. This effort is not intended to be an exhaustive effort, yet sufficient to provide additional information that will be useful for the overall objectives stated herein.

- A maximum of four (4) Technical Workgroup meetings and two (2) Policy Workgroup meetings.
- The NRD will be responsible for the reproduction and distribution of the Task Series 300 deliverables described above from the electronic files furnished by HDR. This key understanding is intended to minimize cost to the PCWP. Similarly, the NRD will be responsible for notifying all Workgroup participants of various meeting dates and times.

A.2.01 OWNER's Responsibilities

A. OWNER shall do the following in a timely manner, so as not to delay the services of ENGINEER:

1. Provide all criteria and full information as to OWNER's requirements for the Assignment.
2. Furnish to ENGINEER all existing studies, reports and other available data pertinent to the Assignment, obtain or authorize ENGINEER to obtain or provide additional reports and data as required, and furnish to ENGINEER services of others as required for the performance of ENGINEER's services.

B. ENGINEER shall be entitled to use and rely upon all such information and services provided by OWNER or others in performing ENGINEER's services under this Agreement.

C. OWNER shall bear all costs incident to compliance with its responsibilities pursuant to this paragraph A.2.01.

A.3.01 Times for Rendering Services

A. The time period for the performance of ENGINEER's services shall be 18 months ~~with milestones as depicted on the schedule found in Attachment "B"~~ established as follows:
 {State milestones}

B. ENGINEER's services under this Agreement will be considered complete when all deliverables set forth in Exhibit SR-A are submitted to OWNER.

A.4.02 Other

E. OWNER has established the following budgets:

{Fill in budget amount for ENGINEER's services for the Assignment}
 _____ {Fill in any budgetary requirements or considerations of OWNER, such as cost of a contemplated facility to be constructed}

Project fee is not to exceed three hundred fifteen thousand dollars (\$315,000).

ATTACHMENT "A" - FEE ESTIMATE

STAGE III SERVICES

PAPILLION CREEK WATERSHED STUDY

TASKS		LABOR							EXPENSES						Est. Total Cost
		Project Manager	Sr. Engr./ Technical	Project Engineer	Planner & Research	Tech Support	Clerical	Total Hours	Total Labor Cost	Computer Technology Fee	Printing & Reprod.	Travel	Misc. Expenses	Admin. Fee	
TASK 100 - PROJECT MANAGEMENT															
Task 110	Internal Project Management	60		60			26	166	\$22,104	\$681	\$100		\$10	\$791	\$22,895
Task 120	PCWP Meetings (16 regular meetings + 8 sub-committee meetings)	150		150	32			412	\$57,666	\$1,669	\$126	\$223	\$630	\$98	\$60,434
Estimated Task Hours Subtotal		270	0	250	32		26	578							
Estimated Task Cost Subtotal								\$79,772	\$2,370	\$226	\$223	\$630	\$108	\$3,557	\$83,329
TASK 200 - NPDES PHASE II SUPPORT															
Task 210	Public Participation/Involvement														
Subtask 210.1	Public Forums (4 presentations)	104		176	32	48	8	368	\$46,792	\$1,509	\$1,269	\$84	\$120	\$147	\$49,918
Subtask 210.2	Misc. Presentations (4 presentations)	12		4	4			20	\$2,768	\$82		\$41		\$4	\$2,895
Estimated Task Hours Subtotal		116	0	180	36	48	8	388							
Estimated Task Cost Subtotal								\$49,560	\$1,591	\$1,269	\$122	\$120	\$151	\$3,252	\$52,812
TASK 300 - WATERSHED MANAGEMENT POLICY DEVELOPMENT															
Task 310	Background Watershed Management Policy Research														
Subtask 310.1	PCWP Member Interviews	8		40	80		4	140	\$15,792	\$574	\$50	\$20	\$70	\$14	\$16,520
Subtask 310.2	National Watershed Management Policy Research	8	24	60	120		4	216	\$26,092	\$886				\$0	\$26,978
Subtask 310.3	Prepare "Seed" Materials for Workgroups	24	8	100	80	40	12	264	\$30,508	\$1,062	\$100	\$20	\$70	\$19	\$31,600
Task 320	Technical and Policy Workgroup Facilitation	112	72	184	24	96	12	500	\$63,976	\$2,050	\$300	\$61		\$36	\$66,423
Task 330	Policy Report	24	24	80	100	80	16	324	\$35,696	\$1,328	\$100			\$10	\$37,134
Estimated Task Hours Subtotal		176	128	464	404	224	48	1,444							
Estimated Task Cost Subtotal								\$172,064	\$5,920	\$550	\$101	\$140	\$79	\$6,791	\$178,855
Estimated Total Hours		562	128	894	472	372	82	2,410							
Estimated Total Cost								\$301,396	\$9,881	\$2,045	\$446	\$890	\$338	\$13,600	\$314,998
Estimated Total Stage III Cost, Rounded															\$316,000









[1] Reimbursable expenses (except computer technology fee) include a 10% administrative fee.

[1] Reimbursable expenses (except computer technology fee) include a 10% administrative fee.

**ATTACHMENT "B" - SCHEDULE
STAGE III SERVICES
PAPILLION CREEK WATERSHED STUDY**

Task Description		2005												2006					
		Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
TASK 100 - PROJECT MANAGEMENT																			
Task 110	Internal Project Management																		
Task 120	PCWP Meetings	PCWP (3)	PCWP (3)	PCWP	PCWP	PCWP (3)	PCWP	PCWP	PCWP	PCWP	PCWP	PCWP	PCWP	PCWP	PCWP	PCWP	PCWP	PCWP (3)	PCWP
TASK 200 - NPDES PHASE II SUPPORT																			
Task 210	Public Participation and Involvement																		
Subtask 220.1	Public Forums (4 presentations)	Forum	Forum			Forum												Forum	
Subtask 220.2	Misc. Presentations (4 presentations)		Misc			Misc													Misc
TASK 300 - WATERSHED MANAGEMENT POLICY DEVELOPMENT																			
Task 310	Background Watershed Management Policy Research																		
Subtask 310.1	PCWP Member Interviews																		
Subtask 310.2	National Watershed Management Policy Research																		
Subtask 310.3	Prepare Meeting Materials for Workgroups																		
Task 320	Technical and Policy Workgroup Facilitation				Formation	Public Forum Attendance	Tech	Tech	Tech	Tech	Tech	Joint or Policy	Tech	Tech	Policy			PCWP Adopt Policies	
Task 330	Policy Report															Draft Report			Final Report

LEGEND

	Project activities in progress.
	PCWP Meeting - includes regular monthly meetings and assumes two sub-committee meetings in preparation for each public forum.
	Public Forums. "Clean" Initiative on 2/17/2005, "Safe" Initiative on 3/21/2005, Wrap Up of Initiatives on 6/16/2005, and final public forum assumed in 10/2006.
	Miscellaneous presentations (city council meetings, county board meetings, etc. (timing on schedule shown for illustration purposes only).
	Policy Workgroup Meeting, assume 2 hours in duration.
	Technical Workgroup Meeting, assume 4 hours in duration.
	Joint Policy and Technical Workgroups Meeting, assume 4 hours in duration.
	Policy Report

SUGGESTED FORMAT

(for use with 1910-19, 1996 Edition)

This is EXHIBIT **SR-B**, consisting of 6 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Study and Report Phase Professional Services** dated _____, 2005.

Initial:

OWNER _____

ENGINEER _____

Standard Terms and Conditions

Article 6 of the Agreement is amended and supplemented to include the following agreement of the parties:

B.6.01.B Standard Terms and Conditions

1. Standard of Care

The standard of care for all professional services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. Independent Contractor

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's services under this Agreement are being performed solely for OWNER's benefit, and no other entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. OWNER agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

3. Payments to ENGINEER

Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges.

4. Insurance

~~ENGINEER will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to OWNER upon request.~~

~~ENGINEER agrees to procure and maintain, at its expense Worker's Compensation insurance as required by statutes; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 Combine single limit for bodily injury and property damage overall all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omission for which ENGINEER is legally liable. ENGINEER agrees to indemnify OWNER for the claims covered by ENGINEER's insurance~~

The ENGINEER shall purchase, and maintain until the expiration of two years after completion of the Project policies of insurance with the following minimum requirements:

- a) Workmens Compensation and Employers Liability
 - i) Workers' Compensation: statutory minimum
 - ii) Longshore and Harbor Workers' Compensation Act endorsement and Admiralty Law endorsements (required if the work involves maritime operations).
 - iii) Employer's Liability: \$100,000.00 per accident.
- b) Professional malpractice
 - i) \$1,000,000.00 each claim
 - ii) \$2,000,000.00 aggregate
- c) Commercial General Liability – ISO Occurrence Form
 - i) \$1,000,000.00 each occurrence
 - ii) \$2,000,000.00 general aggregate
 - iii) \$2,000,000.00 products – completed operations aggregate
 - iv) \$1,000,000.00 personal & advertising injury
 - v) \$300,000.00 fire damage
 - vi) \$5,000.00 medical expense
- d) Business Auto Liability - Owned, Non-Owned & Hired vehicles \$1,000,000.00 combined single limit
- e) General Provisions:
 - i) All policies shall provide 30 days written notice to the OWNER prior to termination or material change by endorsement in the coverage provided.
 - ii) The OWNER reserves the right to approve the ENGINEER'S insurers.
 - iii) Workers Compensation and Commercial General Liability policies shall be endorsed to provide Waiver of Subrogation in favor of the OWNER.
 - iv) The Commercial General Liability policy shall be endorsed to include the OWNER as Additional Insured (form CG 20 10) and shall be endorsed to have any annual aggregate apply on a per-project basis.

Prior to commencement of the Project and from time to time thereafter at the OWNER's reasonable request, the ENGINEER shall submit certificates in form acceptable to the OWNER evidencing that all such insurance policies are in effect.

5. Indemnification and Allocation of Risk

a. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and consultants in the performance of ENGINEER's services under this Agreement.

b. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and consultants with respect to this Agreement.

c. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any injuries, losses, damages and expenses caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.

d. In addition to the indemnity provided under paragraph B.6.01.B.5.b. of this Exhibit, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this paragraph B.6.01.B.5.d shall obligate OWNER to indemnify any individual or entity to the extent of that individual or entity's own negligence or willful misconduct.

e. ~~The indemnification provision of paragraph B.6.01.B.5.a. is subject to and limited by the provisions agreed to by OWNER and ENGINEER in paragraph B.6.01.B.6, "Limit of Liability," of this Agreement.~~

~~6. LIMIT OF LIABILITY~~

~~TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY, IN THE AGGREGATE, OF ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS, OR ANY OF THEM TO OWNER AND ANYONE CLAIMING BY, THROUGH, OR UNDER OWNER, FOR ANY AND ALL INJURIES, LOSSES, DAMAGES AND EXPENSES, WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED, OF ENGINEER OR ENGINEER'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS, OR ANY OF THEM, SHALL NOT EXCEED THE TOTAL AMOUNT OF \$_____.~~

67. Dispute Resolution

a. OWNER and ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes") to mediation.

b. If a party alleges a dispute or controversy with the other party arising out of or relating to the performance of services under this Agreement, then either party shall have the right to request mediation within 20 days after the claiming party has provided the other party with written notice describing the dispute and the claiming party's position with reference to the resolution of the dispute.

c. Except as otherwise agreed, mediation will proceed pursuant to the Construction Industry Mediation Rules of the American Arbitration Association in effect on the Effective Date of the Agreement. A mediator will be appointed within 30 days of receipt of a written request. The mediator will endeavor to complete the mediation within 30 days thereafter.

d. No performance obligation under or related to this Agreement shall be interrupted or delayed during any mediation proceeding except upon written agreement of both parties.

e. The mediator shall not be a witness in any legal proceedings related to this Agreement.

78. Termination of Contract

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, OWNER shall pay to ENGINEER all amounts owing to ENGINEER under this Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.

89. Access

OWNER shall arrange for safe access to and make all provisions for ENGINEER and ENGINEER's Consultants to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

940. Hazardous Environmental Conditions

It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a "Hazardous Environmental Condition," i.e. the presence at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Assignment.

In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site in connection with ENGINEER's activities under this Agreement.

1044. Patents

ENGINEER shall not conduct patent searches in connection with its services under this Agreement and assumes no responsibility for any patent or copyright infringement arising therefrom. Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, or sold arising out of the services performed under this Agreement will be free from infringement of patents or copyrights.

1142. Ownership and Reuse of Documents

All documents prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service, and ENGINEER shall retain an ownership and property interest therein. Reuse of any such documents by OWNER shall be at OWNER's sole risk; and OWNER agrees to indemnify, and hold ENGINEER harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by OWNER or by others acting through OWNER.

1243. Use of Electronic Media

~~a. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.~~

b. When transferring documents in electronic media format, ENGINEER makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Assignment.

~~c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.~~

d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

1344. Opinions of Probable Construction Cost

a. Construction Cost is the cost to OWNER to construct proposed facilities. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with OWNER's contemplated project, or the cost of other services to be provided by others to OWNER pursuant to of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

b. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator.

1445. Opinions of Total Project Costs

a. Total Project Costs are the sum of the probable Construction Cost, allowances for contingencies, the estimated total costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, and OWNER's costs for legal, accounting, insurance counseling or auditing services, and interest and financing charges incurred in connection with a proposed project, and the cost of other services to be provided by others to OWNER pursuant to this Agreement.

b. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

15~~16~~ Force Majeure

ENGINEER shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond ENGINEER's reasonable control.

16~~17~~. Assignment

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

17~~18~~. Binding Effect

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

18~~19~~. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

19~~20~~. Survival

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

20~~21~~. Headings

The headings used in this Agreement are for general reference only and do not have special significance.

21~~22~~. Controlling Law

This Agreement is to be governed by the law of the State of Nebraska in which the ENGINEER's principal office is located.

22~~23~~. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

SUGGESTED FORMAT
(for use with 1910-19, 1996 Edition)

This is **EXHIBIT SR-C**, consisting of 1 page, referred to in and
part of the Agreement between **OWNER** and **ENGINEER**
for Study and Report Phase Professional Services dated
_____, 2005.

Initial:
OWNER _____
ENGINEER _____

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to annual review and adjustment. Reimbursable expense rates in effect on the date of the Agreement are:

8-1/2"x11" Copies/black & white	<u>\$0.06/page</u>
8-1/2"x11" Copies/color	<u>\$0.75/page</u>
11"x17" Copies/color	<u>\$1.50/page</u>
CD's, labels, and jewel cases	<u>\$1.50 each</u>
Presentation Boards (plot and mount)	<u>\$150.00 each</u>
Report Binders with Custom Index Tabs	<u>\$15.00 each</u>
Mileage (auto)	<u>\$0.405/mile</u>
Technology Fee	<u>\$4.10/direct labor hour</u>
GPS Unit	<u>cost</u>
Film and film processing	<u>cost</u>
Facsimile	<u>_____ /page</u>
8"x11" Copies/Impression	<u>_____ /page</u>
Blue Print Copies	<u>_____ /sq. ft.</u>
Reproducible Copies (Mylar)	<u>_____ /sq. ft.</u>
Reproducible Copies (Paper)	<u>_____ /sq. ft.</u>
Mileage (auto)	<u>_____ /mile</u>
Field Truck Daily Charge	<u>_____ /day</u>
Mileage (Field Truck)	<u>_____ /mile</u>
Field Survey Equipment	<u>_____ /day</u>
Computer CPU Charge	<u>_____ /hour</u>
Personal Computer Charge	<u>_____ /hour</u>
CAD Charge	<u>_____ /hour</u>
CAE Terminal Charge	<u>_____ /hour</u>
VCR and Monitor Charge	<u>_____ /day, \$/week, or \$ _____ /month</u>
Video Camcorder	<u>_____ /day, plus \$ _____ /tape</u>
Electrical Meters Charge	<u>_____ /week, or \$ _____ /month</u>
Flow Meter Charge	<u>_____ /week, or \$ _____ /month</u>
Rain Gauge	<u>_____ /week, or \$ _____ /month</u>
Sampler Charge	<u>_____ /week, or \$ _____ /month</u>
Dissolved Oxygen Tester Charge	<u>_____ /week</u>
Fluorometer	<u>_____ /week</u>
Laboratory Pilot Testing Charge	<u>_____ /week, or \$ _____ /month</u>
Soil Gas Kit	<u>_____ /day</u>
Submersible Pump	<u>_____ /day</u>
Water Level Meter	<u>_____ /day, or \$ _____ /month</u>
Soil Sampling	<u>_____ /sample</u>
Groundwater Sampling	<u>_____ /sample</u>

Health and Safety Level D	_____	/day
Health and Safety Level C	_____	/day
Electronic Media Charge	_____	/hour
Long Distance Phone Calls	cost	
Meals and Lodging	cost	

SUGGESTED FORMAT
(for use with 1910-19, 1996 Edition)

This is **EXHIBIT SR-D**, consisting of _____ pages, referred to
in and part of the ~~Agreement between OWNER and~~
~~ENGINEER for Study and Report Phase Professional~~
~~Services~~ dated _____.

Initial:
OWNER _____
ENGINEER _____

Standard Hourly Rates Schedule

Standard Hourly Rates are subject to annual review and adjustment. Hourly rates for services in effect on the date of the Agreement are:

Billing Class 9	Senior Associate	\$ _____/hour
Billing Class 8	Staff Manager	\$ _____/hour
Billing Class 7	Professional VI	\$ _____/hour
Billing Class 6	Professional V	\$ _____/hour
Billing Class 5	Professional IV	\$ _____/hour
Billing Class 4	Professional III	\$ _____/hour
Billing Class 3	Professional II	\$ _____/hour
Billing Class 2	Technician II	\$ _____/hour
Billing Class 1	Technician I	\$ _____/hour
Principal		\$ _____/hour
Support Staff		\$ _____/hour