



**Programs, Projects & Operations  
Subcommittee Meeting  
April 11, 2006  
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. Review and Recommendation on Request from the Florence Futures Development Group to Participate in Feasibility Study – Gerry Bowen and Jim Suttle, City of Omaha
6. Review and Recommendation on MoPac Equestrian Trail Head – Gerry Bowen and Kirk Fraser
7. Review and Recommendation on Nebraska Department of Roads Agreement on Western Douglas County Trails Project – Gerry Bowen
8. Review and Recommendation on Urban Cost Share Programs – Gerry Bowen
  - a. Recreation Area Development Program
  - b. Urban Drainageway Program
  - c. Trails Assistance Program
9. Review and Recommendation on Addendum to Papillion Creek Watershed Partnership Agreement – Paul Woodward

10. Review and Recommendation on Bids – Jerry Herbst and Russ Falconer, Sides and Associates:

- a. Boat Ramp Approach Renovation
- b. Siding for Natural Resources Center

11. Adjourn

## Memorandum

To: Programs, Projects and Operations Subcommittee

Subject: Florence Futures Visitor Center

Date: March 17, 2006

From: Gerry Bowen

City of Omaha Councilman Jim Suttle has requested that the District contribute to a feasibility study to develop a visitor center and park located south of I-680 and east of 30<sup>th</sup> Street in the Florence area of Omaha (see attached). The visitor center and park are intended to celebrate the Mormon history and influence in the area. It would include a trail connection to the Riverfront Trail and other Back-to-the-River activities.

The study is anticipated to cost \$110,000. Mr. Suttle is requesting \$25,000 from the District. The City of Omaha is supportive of the project, but as yet, has not committed any funds. They are, however, working with MAPA on a traffic impact study on North 30<sup>th</sup> Street.

It is recommended that the Florence Futures Group demonstrate that they have raised the remaining \$85,000 before the District funds are contributed. If approved, the funds would be included in the FY 2007 Budget.

**Management recommends that the Subcommittee recommend to the Board that the District contribute \$25,000 to the Florence Futures Development Group for a feasibility study and that the Chairperson be authorized to appoint a representative to serve on the Florence Futures Development Group Board, subject to the Group raising the other necessary funds, and subject to inclusion in the FY 2007 Budget.**

January 26, 2006



Mr. Richard Jansen, Chair  
Papio Missouri River NRD  
8901 South 154<sup>th</sup> Street  
Omaha, NE 68138

RE: E-W Gateway Master Plan

Dear Mr. Jansen:

Per my discussion with General Manager Steve Oltmans, I am requesting financial assistance of \$25,000 for siting a high-tech Visitor Center/Welcome Center in Florence at the I-680 and North 30<sup>th</sup> Street interchange.

Florence is poised for greatness! But, we have much to do; and it starts with funding the two Master Plans for Florence. These are described in the enclosed materials. (Your attention is specifically directed to the E-W Gateway Master Plan narratives.)

Florence Futures will be our non-profit 501 ( c ) 3 corporation. Checks should be made out to "Florence Futures Development Fund." As a donor, I am also requesting the NRD to take a seat on the Florence Future Board.

I will keep you informed as I make my contacts for public and private dollars to complete these two Master Plans.

I would ask that a representative of Florence Futures and I have an opportunity to discuss this proposal request before your Board. Thank you.

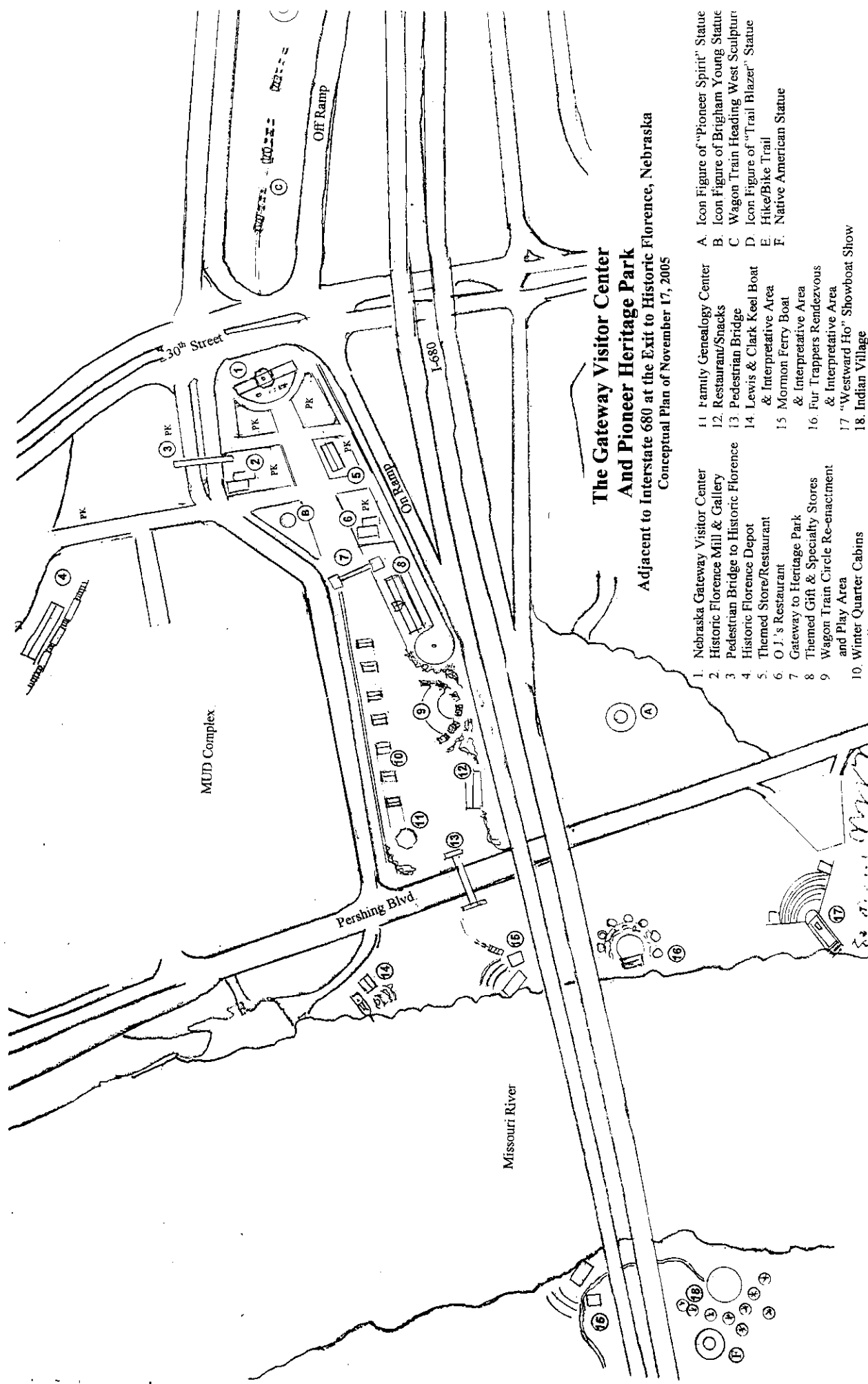
Sincerely,



Councilman Jim Suttle

Cc: Steve Oltmans, General Manager Papio NRD  
Linda Meigs, President Florence Futures  
Senator Lowen Kruse, VP Florence Futures  
Michael Wolfe, Treasurer Florence Futures  
County Commissioner Clare Duda





# The Gateway Visitor Center And Pioneer Heritage Park

Adjacent to Interstate 680 at the Exit to Historic Florence, Nebraska  
Conceptual Plan of November 17, 2005

- |   |   |   |
|---|---|---|
| 1. Nebraska Gateway Visitor Center              | 11. Family Genealogy Center                       | A. Icon Figure of "Pioneer Spirit" Statue |
| 2. Historic Florence Mill & Gallery             | 12. Restaurant/Snacks                             | B. Icon Figure of Brigham Young Statue    |
| 3. Pedestrian Bridge to Historic Florence       | 13. Pedestrian Bridge                             | C. Wagon Train Heading West Sculpture     |
| 4. Historic Florence Depot                      | 14. Lewis & Clark Keel Boat & Interpretative Area | D. Icon Figure of "Trail Blazer" Statue   |
| 5. Themed Store/Restaurant                      | 15. Mormon Ferry Boat & Interpretative Area       | E. Hike/Bike Trail                        |
| 6. O.J.'s Restaurant                            | 16. Fur Trappers Rendezvous & Interpretative Area | F. Native American Statue                 |
| 7. Gateway to Heritage Park                     | 17. "Westward Ho" Showboat Show                   |   |
| 8. Themed Gift & Specialty Stores and Play Area | 18. Indian Village                                |   |
| 9. Wagon Train Circle Re-enactment              |   |   |
| 10. Winter Quarter Cabins                       |   |   |



PROVIDING THE MARKETING, THEMING, FUNDING AND DEVELOPMENT EXPERTISE TO TURN IDEAS INTO REALITY

## **Wouldn't It Be Great If People Came *Back To The River***

*"Across The Wide Missouri" ....*

You hear the refrain and you imagine what it was like in 1854. Standing here. In Florence. On the banks of the wide Missouri. And the haunting song wafting in your ears....

*"I'm bound,  
I'm bound away, across the wide Missouri"*

Then you hear the cry: WAGONS HO! And your great adventure begins.

Delightfully, visitors to historic Florence's GATEWAY VISITOR CENTER and PIONEER HERITAGE PARK won't have to depend on their imaginations to experience the excitement of America's Pioneer yesterdays. They're at the very location where some of the most memorable chapters in the opening of the American West began over 150 years ago.

The Pioneer Heritage Park will serve as the magnet to draw people back to the river. At Florence, and on both sides of the river north and south, people will have the opportunity to experience the incredible history and great natural beauty of this fabled river.

The Park takes visitors back in time. Puts them on the banks of the Missouri when Lewis and Clark landed their Keel Boats here; places them in the middle of an old-time Fur Trappers Rendezvous; boards them on a Mormon Ferry Boat bringing covered-wagon pioneers to Historic Winter Quarters; treats them to the "Westward Ho!" Musical Show nightly throughout the summer; serves as the headquarters for people enjoying the Lewis and Clark Hike/Bike Trail all year long.

Visitors find themselves in the re-created log-cabin enclave where the pioneers headquartered before beginning their Epic Trek West to the Promised Land. The first wagon train is about to leave and the covered wagons are lined out headed West past the entry to the Heritage Park.

Other wagons form a semi-circle event area where children can play and re-enactors will bring alive those long ago trail days. Nearby is the Mormon Genealogy Center where visitors can trace their own family lineage and find out if their ancestors had headed west on the Mormon, California or Oregon Pioneer Trails.

© JGS, November 10, 2005

1004 Farnam Street, Suite 102, Omaha, Ne 68102 Ph: (402) 444-1600 • Fax: (402) 444-1610 • E-mail: [jgreg@radiks.net](mailto:jgreg@radiks.net) • [www.jgregsmith.com](http://www.jgregsmith.com)

AAAA • American Association of Advertising Agencies PRSA • Public Relations Society of America  
IAAPA • International Association of Amusement Parks and Attractions TEA • Themed Entertainment Association

PIONEER HERITAGE PARK is adjacent to and immediately accessible from Interstate 680 at the Florence 30<sup>th</sup> Street Exit. Interstate travelers will see the park area and its symbolic icon statuary as they approach the exit.

Westbound travelers will get a good view of the Park, the Indian tepees, Lewis and Clark, Fur Trappers Rendezvous and Mormon Ferry sites as they cross the Missouri from Iowa. High up on the cliff behind the site is a twice life-size "*Pioneer Spirit*" monumental statuary of a pioneer family "Helloing" visitors and pointing the way West. The sculpture is a re-creation of the famed painting "*Westward The Course of Empire Takes Its Way*" commissioned by Congress in 1860 that hangs in the Nation's Capitol.

Eastbound travelers see the "*Trail Blazer*" iconic monument and the *Covered Wagon Wagon Train* stretching out along the off-ramp exit leading into Florence. The wagons appear to be coming directly out of the PIONEER HERITAGE PARK entranceway at 30<sup>th</sup> Street. Here a third iconographic twice life-sized statue of *Brigham Young* stands urging the Pioneers onward.

Immediately adjacent to the Monument is the 150 year-old Florence Mill, now a Museum and Art Gallery. Next door is a themed log-clad GATEWAY VISITOR CENTER where visitors can park and begin their trek into Florence's exciting yesterdays into the log cabin Winter Quarters area and on down to the Park's attractions, events and activities on the Missouri.

An Outdoor Stage area is adjacent to the Missouri where visitors can enjoy the "Westward Ho! Musical Show" each night during the summer. The entire Park area facing the Missouri can also be used as the event site for the annual Florence "Back To The River" Festival that will be celebrated metrowide.

"*Oh Shenandoah*", universally recognized as the Pioneer's definitive anthem as they crossed the wide Missouri into the untamed Frontier, provides the underlying theme for the "Westward Ho!" Show. Amazingly, no tourism facility up or down the Missouri exists that recognizes the role the great river played as the "jumping off" point in the settlement of the American West. Just as amazingly, Florence, where thousands of Pioneers began their trek West, provides the ideal setting for such an attraction, not only because of its historical significance, but also for the unobstructed viewscape along the Missouri on both sides of the Missouri at the Mormon Bridge, particularly north of the Bridge. It will be easy for visitors to imagine what it was like to begin the trek to their "Promised Land" as they hear the music and see the inspiring production staged immediately adjacent to the fabled river.

The Park is linked with historic downtown Florence and the inspiring Mormon Trail Center, one of Omaha's Top 10 Attractions. Visitors can either walk or drive from the

Park to see the various sites. The walking trail leads directly to the 1884 Florence Depot Museum, the 1880's era Florence Bank, the Trail Center and the Pioneer Cemetery.

Pioneer Heritage Park visitors will use Florence as the starting point for the "Gateway To The West" and "Back to the River" self-guided auto tours and motorcoach packaged tours. The Circle Tours include attractions on both sides of the River. In Iowa, attractions would include DeSoto Bend, the Loess Hills, the restored Mormon log tabernacle, the Union Pacific Museum and the Western Historic Trails Center. In Nebraska, the Circle Tours would include Fort Atkinson State Historical Park, Neale Woods, N.P. Dodge Park, Pioneer Courage Park, Durham Western Heritage Museum, Kenefick Park and Lewis and Clark Landing. "Gateway To The West" tours will be developed to appeal to different interest groups and audience segments.

Plans call for 30<sup>th</sup> Street in Florence between the Park and the Trail Center to be spruced up with banners and bunting and planters, walkways and shade trees. Merchants and storeowners along the route will be encouraged to theme their storefronts and provide goods and services for both residents and visitors to the community. A new themed hotel in keeping with Florence's historic past is also envisioned.

The PIONEER HERITAGE PARK itself will feature themed family friendly restaurants, Arts and Crafts stores, Gift Boutiques and Specialty Shoppes.

En route travelers will find historic Florence and the Park a delightful stop. Thanks to the packaged Circle Tours, Florence will become a mini-destination. The economic impact will resound throughout the area. Research shows that out-of-town visitors will spend an average \$87 dollars for each attraction they visit and stay at least four additional hours, even overnight. Florence's strategic location immediately adjacent to heavily traveled Interstate 680 and nearby I-29 make such projections feasible and do-able.

Florence is a sleeping giant, a jewel of an attraction with an incredible heritage just waiting to be developed. PIONEER HERITAGE PARK will make history come alive, and in the process, help make the Omaha/Council Bluffs region a much sought after destination for millions of en route travelers and vacationers.

It is worth noting that over the next ten years Interstate 29 at the Interstate 80 junction in Iowa will become seriously congested. Many en route travelers may choose to by-pass the area by taking I-680. It will be important for all concerned to make sure that during this long construction period, visitors will be compelled to take a closer look at all the attractions in the metro area. The development of historic Florence and the creation of the Gateway To The West and Back to the River Circle Tours will make sure that many will stop and stay a spell.

Florence's potential isn't limited to the people traveling the Interstates. PIONEER HERITAGE PARK and Florence are only a 20-minute drive from the 800,000 people

who live in Greater Omaha/Council Bluffs area and who have traditionally sought out fun things to see and do.

*Wouldn't it be great if Pioneer Heritage Park became a reality?*

*...If more en route travelers and metro residents came back down to the River?*

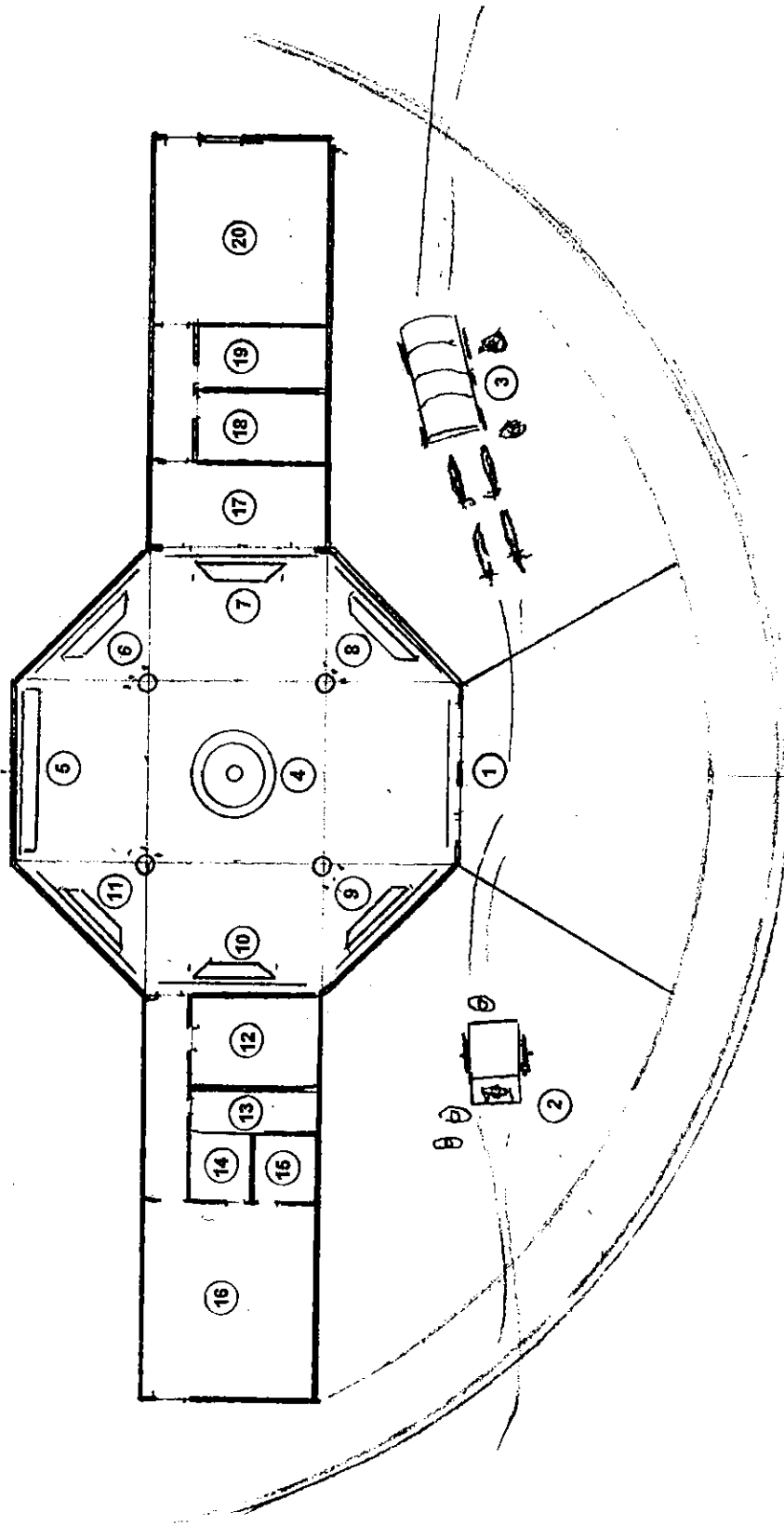
*Others have made their Heritage Sing. Florence can, too!*

*"...away, I'm bound away, across the Wide Missouri."*

# The Nebraska Gateway Visitor Center

Adjacent to Interstate 680 at the Exit to Historic Florence, Nebraska

Conceptual Design November 16, 2005



The Nebraska Gateway Center will be located at 30<sup>th</sup> street and adjacent to the I-680 on-ramp and in close proximity to the Historic Florence Mill. The octagonal center structure is 50 feet wide and 35 feet high. The two adjoining wings are each 20 by 45 feet and 16 feet high. The total size of the Center is 3,850 square feet. A 100 car capacity parking lot will be located adjacent to the Center and serve both the Visitor Center and Florence Mill patrons. The Center's log faux rock and milled siding design would be reminiscent of the pioneer era in Florence in the 1840's.

1. Entry
2. Hand-Cart Family
3. Covered Wagon Family
4. Manned Visitor Center & Adjacent Internet Café Kiosks
5. Animated Electronic Map of Trails, Routes and Historic Sites
6. Mormon Trail LED Flat Screen, Display and Artifacts
7. California Trail LED Flat Screen, Display and Artifacts
8. Riverboat LED Flat Screen, Display and Artifacts

9. Railroad LED Flat Screen, Display and Artifacts
10. Fur Trapper LED Flat Screen, Display and Artifacts
11. Lewis & Clark LED Flat Screen, Display and Artifacts
12. Storage/HVAC
13. Staff Lockers
- 14/15 Staff Restrooms
- 16 Maintenance/BOH
- 17 Vending Area/Tables
- 18/19 Public Restrooms
- 20 Public Meeting Room

## **The Gateway Visitors Center at Pioneer Heritage Park**

The Gateway Visitor Center will serve as the anchor to the Pioneer Heritage Park at Interstate 680 30<sup>th</sup> Street exit into Florence.

The Visitor Center will be located on land bordered by the I-680 eastbound on ramp, 30<sup>th</sup> Street, and Dale Collins Road in close proximity to the historic Florence Mill, a national historic site. The Gateway Pioneer Heritage Park will be located on public and private lands east and west of the Gateway Visitors Center.

*The Gateway Visitor Center and the adjoining Heritage Park interpretive area will be developed together in a master plan that will include features, facilities, and activities that authentically portray the primary role the historic Florence area played in the exploration and settlement of the American West.*

The overall development, funding, and operation of the Visitor Center and the Heritage Park will be coordinated and funded through the Florence Futures Foundation, a nonprofit corporation. It will feature exhibits, displays, films, and other information and education materials that dramatically depict and provide an introduction to all the significant historical events that occurred in the area.

The state-of-the-art Center will serve as the magnet attractor that will be linked up with major attractions, historic sites and museums in the Omaha/Council Bluffs metro area. It will serve as the origination point for a series of pre-packaged "Gateway To The West" and "Back To The River" motorcoach tours and self-guided auto tours that include the various historic trails, river routes and scenic byways in the region. The tours will serve as an exciting new way for the metro area to market its attractions, and will allow individual attractions and communities to have immediate access to the millions of travelers driving to and through the metro area annually through the link up with the Center.

The Gateway Visitors Center and Pioneer Heritage Park will have significant impact on the area regional economy. Travelers who stop at an attraction such as the Gateway will stay up to an additional four hours and spend an average of \$87 for each attraction they visit. Because of its strategic location, out-of-state visitors will stay longer and spend more in the metro area thanks to the information they received at Florence.

Over 800,000 people live in the greater Omaha/Council Bluffs metropolitan area with many just a 20-minute drive away from the Gateway complex. They can get detailed information at the Center that will guide them to other attractions and events in the Omaha/Council Bluffs area.

## GATEWAY E – W MASTER PLAN

### I-680 at 30<sup>th</sup> Street Interchange, Florence

The people of Florence identified a Visitors Center/Welcome Center as a number 1 priority for the revitalization of Florence.

They further said that the location of this Center should be in proximity to the historic Florence Mill and that it should be easily seen as an identifiable center at the I-680/30<sup>th</sup> Street Interchange.

In response to this priority, it is proposed that a master plan be initiated for the land area immediately south of I-680 from proximity of the interchange at 30<sup>th</sup> Street eastward across Dick Collins Drive to the Missouri River.

The end product of the master plan would be a document and related drawings that would site the proposed Visitors Center/Welcome Center and clearly identify its purposes for attracting out of state tourist or other individuals. It is envisioned that this Center would be the key starting point for tourists and other individuals to plan their visitation schedule to the historic activities in Florence. Also available would be the identification of multiple "circle tours" which would route tourists to area historical locations or facilities, wherein the starting point and the ending point would be the Florence Visitor Center/Welcome Center.

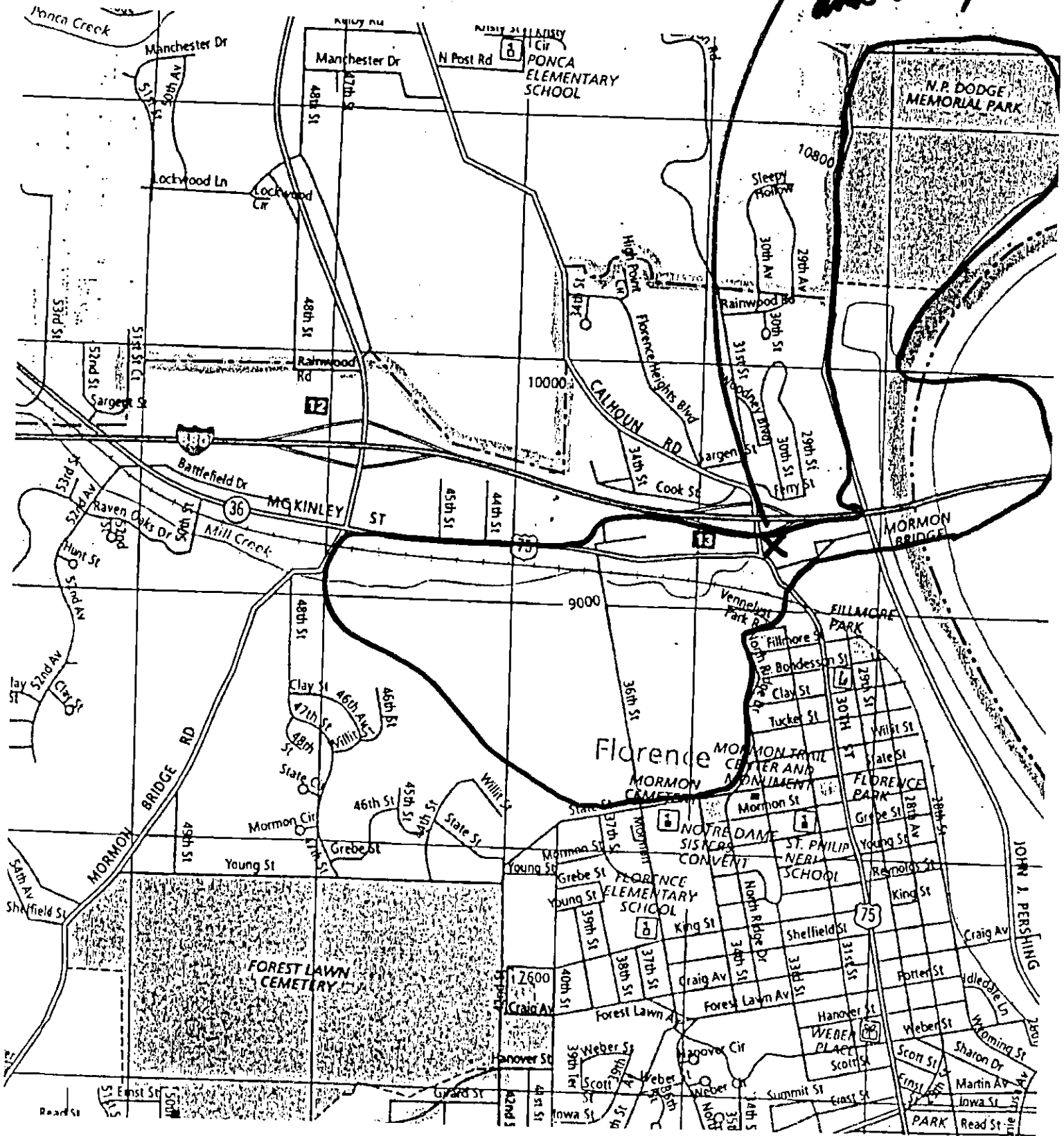
The remainder of the master plan would identify the icons and other historical facilities (such as replicas of the Mormon winter corridor buildings) that would create a walking experience between 30<sup>th</sup> Street and the Missouri River.

On the river we could likewise see the possibilities for a small amphitheater, a riverboat show venue, a restaurant and historical re-enactment areas portraying the Lewis & Clark Expedition, the Mormon Ferry and the early-day fur-trappers trading post. The riverfront area could also be the site for Metro-wide festivals and outdoor concerts throughout the late spring, summer and fall months.

It is estimated that the Gateway E – W Master Plan would cost \$110,000.



*E-W Gateway Master  
Visitor / Welcome  
Center  
and Study Area*



## **STATUS REPORT ON FLORENCE REVITALIZATION**

- Florence Futures
  - 501(c)3 Non-Profit Corp. formed
  - Mailing address: Florence Futures, P.O. Box 12121, Omaha, NE, 68112
- Florence Futures Development Fund
  - Goal: \$220,000.00
  - Banked: 25,567.75
  - Pledged: 45,000.00
  - Total Raised: \$ 70,567.75
- Master Plans
  - E-W Gateway Master Plan to site Visitor/Welcome Center at I-680/30<sup>th</sup> Street
  - N-S Master Plan to redevelop Downtown Florence (Young to Fillmore)
- Hotel/Motel/Restaurant/Family Plex for Downtown Florence
  - Hilton – 4 visits
  - Marriot – 1 visit
  - Settle Inn – 1 visit
  - AmericInn – 1 visit scheduled
  - Eight hotel chains to be contacted
- Hy-Vee Drug Store
  - Approved by Planning Board Agenda March 1, 2006
- North 30<sup>th</sup> Streetscape Project
  - Proposal into 2007 CIP Process for a \$10 million, five-year project
  - Potential Funding Sources
    - \* Future Street Bonds
    - \* Future New CDBG Dollars
    - \* Economic Development Administration Dollars
    - \* State STP Dollars
    - \* MAPA STP Dollars
  - City/State meeting April 7, 2006
  - Truck O&D Study out for proposals
- Mormon Church
  - February 28, 2006 proposal was reviewed in Salt Lake
  - May 10-11, 2006 follow-up discussions scheduled with Church officials in Florence

- Florence History to develop into Expanded Tourism in Market with "Circle Tour" Concept Radiating from Florence
  - Lewis and Clark
  - Omaha, Ponca and Otoe – Missouri Ponca Indian Nations
  - Manuel Lisa & Pierre Cabanne' and Fur Traders
  - Fort Atkinson and Fort Omaha
  - Riverboat Era
  - Mormon and California Wagon Train Trails
  - River Ferry Crossing at Florence
  - Railroad Era
  - Territorial Settlement
  - Lewis and Clark Scenic By-Way (US Hwy. 75 from Florence to South Sioux City)
  - Fort Omaha Campus/General Crook House
  - Center for displaying the Ron Hunter Indian War Collection
  - Hitchcock Nature Center
  - Lake Cunningham
  - Lake Manawa (Iowa)
  - Lauritzen Gardens
  - Durham Western Heritage Museum
  - Omaha Black Museum
  - Preston Love Jazz Museum
  - Dodge House (Iowa)
  - Union Pacific Tram Museum (Iowa)
  - Zoo
  - SAC Museum
  
- Tourism Concepts For Florence
  - Mormon Winter Quarters
    - \* Mormon Trail Center (70,000 – 90,000/year visitors)
    - \* Mormon Cemetery
    - \* Mormon Temple (25,000/year visitors)
  - High Tech Visitor/Welcome Center
  - Circle Tours radiating out and back from Florence
  - Amphitheater
  - Recreated Winter Quarters
  - Missouri River Water Taxi Landing
  - Stores, shops, restaurants in Florence and on Riverfront
  - Railroad Depot
  - Historic Bank of Florence
  - Musical Compositions on the Six Historical Eras
  - Florentine Players
  - Neale Woods
  - Dodge Park
    - \* Youth Sports Tournaments (proposed)
    - \* Marina
  - Hummel Park

## **The Florence Futures Foundation**

A non profit corporation formed under the tax-exempt purposes of section 501-c-3 of Internal Revenue Service Code.

### **Mission**

- To preserve, enhance and promote the cultural, historical, educational and community assets of the Florence area;
- To serve as the organizational liaison between Public and Private Entities for the fulfillment of its Mission on behalf of, and for the enhancement of the Florence community;
- To receive grants, gifts, donations and sponsorships for the funding and administration of Florence Community Planning, Development, Educational, Marketing and other activities related to the Foundation's non-profit Mission on behalf of, and for the enhancement of the Florence-area Community.



# EAST-WEST GATEWAY MASTER PLAN

Study Area and Visitor/Welcome Center



0 1000 Feet



# NORTH-SOUTH 30th STREET MASTER PLAN

Study Area



0 500 Feet





April 10, 2006

Papio-Missouri River Natural Resources District  
Supported/Funded Master Plans and Feasibility Studies

**Missouri River/Back to the River:**

1. Missouri River Corridor Project Feasibility Study
2. Back to the River Master Plan
3. Golden Springs Historical Site Master Plan
4. Boyer Chute Master Plan
5. Blackbird Scenic Overview Master Plan
6. Hidden Lake/Great Marsh Master Plan
7. Lower Decatur Bend Master Plan
8. California Bend Master Plan
- \* 9. Lewis and Clark Icon/Historical Marker Master Plan
10. Nathan's Lake Master Plan
- \* 11. Bellevue Riverfront Development Master Plan
- \* 12. Kramer Power Plant Master Plan

**Trails:**

1. Missouri River Trails (w/ Back to the River)
- \* 2. City of Blair Trails Master Plan
- \* 3. Western Douglas County Trails Master Plan & Feasibility Study
- \*\* 4. Quad States Trails Master Plan and Feasibility Study
5. Kiewit Foundation Three Trails Master Plan & Feasibility Study

**Other:**

1. Papio Site D-17 Park Master Plan
2. Walnut Creek Lake and Recreation Area Master Plan
- \*\* 3. Heron Haven Master Plan (w/ Audubon Society)
4. Rumsey Station Master Plan
- \*\* 5. Nebraska Wildlife Rehab, Inc. Feasibility Study and Master Plan

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\* Cost share with local government

\*\* Cost share with organizations/groups

## Memorandum

To: Programs, Projects, and Operations Subcommittees

Subject: MoPac Equestrian Trail

Date: April 3, 2006

From: Gerry Bowen

On July 14, 2005, the Board authorized the use of the Mopac Trail for use by equestrians with the stipulations that the equestrian use be separated from other trail uses, a trailhead be established at the north (Springfield) end of the trail, and that the local equestrian committee provide half of the funds necessary for the conversion. Subsequent to that action, the District applied, and was approved, for cost share assistance from the Recreational Trails Program administered by the Nebraska Game and Parks Commission. The NGPC approval was for 80% of the costs associated with the conversion of the trail for equestrian use.

The committee is in the process of acquiring the necessary local funds to meet the funding obligation established by the Board.

The trailhead at the Springfield end of the trail resulted partly from a concern of the users of crossing Highway 50 near the Platte River. There was also a desire from the equestrian users that any potential revenues created from their users remain with merchants in Springfield. Primarily for these reasons, the District's trailhead at the south end of the trail was not considered, even though the District owns additional land adjacent to the trailhead.

The local equestrian committee has not been able to identify an acceptable trailhead location near Springfield (see attached letter). Several sites were investigated, including the OPPD Substation located south of Springfield, and some land owned by the City. OPPD decided that their expansion plans for the substation would occur sooner than originally anticipated and rejected the District's proposed usage for a trailhead. The City-owned land was not adjacent to the trail.

The local committee reevaluated the south parking lot near Louisville as a trailhead and has requested that the District allow this parking lot to be expanded for this purpose. The safety concerns with crossing Highway 50 were reconsidered and it was decided by the committee that the horses could be led under the bridge adjacent to the Platte River safely for both users and horses.

Management believes that there is sufficient District-owned land available to accommodate this usage.

**Management recommends that the Subcommittee recommend to the Board that the July 14, 2005 Board action to require a trailhead on the Springfield end (north) be amended to allow the expansion of the Mopac Trail's south parking lot near the intersection of Highways 50 and 31, for usage as an equestrian trailhead.**



March 29, 2006

Mr. Gerry Bowen  
Papio-Missouri Natural Resources District  
8901 S. 154th St.  
Omaha, NE 68138-3621

Re: Mopac Equestrian Trail

Dear Mr. Bowen:

Because of the difficulty we've encountered in attempting to obtain a trailhead near Springfield, we've agreed that the trailhead location should be sited in Louisville.

We initially rejected this location because we were not aware that the District had additional land to be used for parking and we wanted the expected revenue from the users of this trail to stay in Springfield.

The District already owns the land adjacent to the existing trailhead in Louisville and this could be easily modified to accommodate horse trailers. The bridge clearance is more than sufficient to access the rest of the trail. In talking with Michelle Stryker of Nebraska Game and Parks, they have no reservation with either the parking location or the horses going under the bridge. This type of under highway crossing for horses is used in several places throughout the state - Zorinsky here in town, the Wabash Trace in Council Bluffs under Hwy 275, and Wilderness Park in Lincoln (which has two such under-crossings). Additionally, the Sante Fe Trail - part of the American Discovery Trail - which is on Air Force Academy land in Colorado and goes under I-25.

Signage requiring riders to dismount and lead their horses under the bridge will be required.

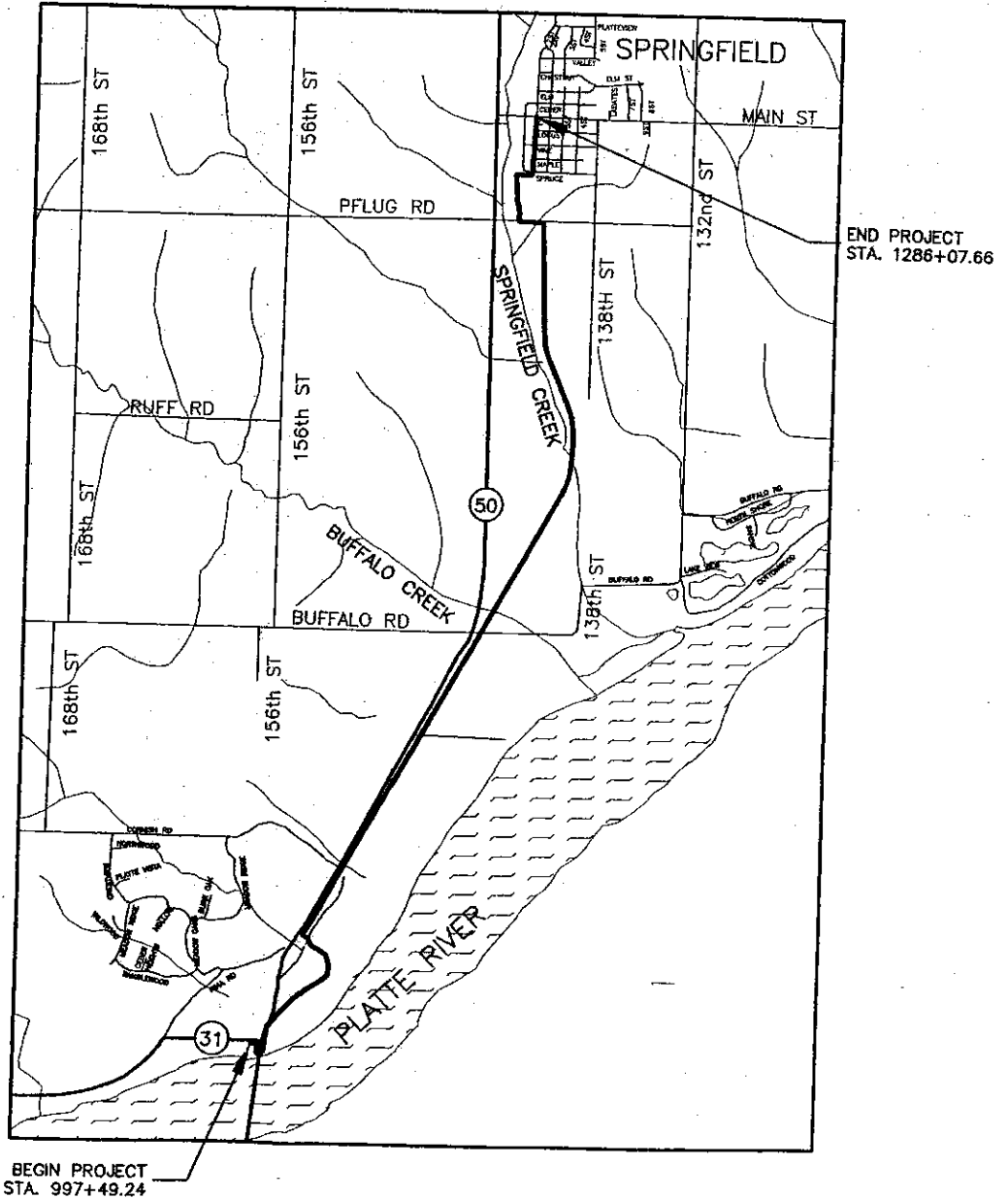
We appreciate your prompt response to our request - we look forward to trail construction going forward as planned in spite of the unexpected setbacks.

Sincerely,



Vicki Fraser  
for the Equestrian Advisory Committee

PAPIO—MISSOURI RIVER NATURAL RESOURCES DIS  
 MoPac TRAIL IMPROVEMENTS  
 PLATTE RIVER TO SPRINGFIELD  
 STPB-77(43) C.N. 21994  
 CONSTRUCTION PLANS



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## Memorandum

To: Programs, Projects and Operations Subcommittee

Subject: Western Douglas County Trails Project – Interlocal Agreement

Date: March 14, 2006

From: Gerry Bowen

In March, 2004, the District adopted the Western Douglas County Trails Plan. The plan anticipated an interlocal agreement to implement the plan. The agreement involves the Cities of Elkhorn and Valley, the Village of Waterloo, Douglas County, and the District.

In March, 2005, the District approved an interlocal agreement with Omaha, Elkhorn, Valley, Waterloo, and Douglas County to implement the plan.

The agreement calls for the District to be the “administrator” of the project, contract for all engineering services, contract for construction, and pay 40% of the local share (after application of grant funds) of the costs. Douglas County would reimburse the District 40% of the local share of the costs. The remaining local costs will be split among the communities extraterritorial jurisdiction (ETJ) through which a particular trail segment passes. Operation and maintenance of a particular trail segment would be the responsibility of the communities in whose ETJ the trail is located, except that the proposed pedestrian bridge across the Elkhorn River at Waterloo would be operated and maintained by the District.

In the event where the trail segment is in Douglas County’s jurisdiction, the NRD and County would share the construction costs equally, with the NRD being responsible for operation and maintenance.

Congressman Terry was able to earmark approximately \$4.8 million to construct the Western Douglas County Trails Plan. An agreement (see attached) with the Nebraska Department of Roads (NDOR) is necessary to secure the funds. The cost share rate is 80%. It is intended that the project be constructed over a period of five years, with the funds being available in equal installments (\$958,129 per year) during that time period. The required match would be 20%, or \$958,129 (\$191,626 each year) over the same five year period.

In anticipation of the funding, the District selected the firm of Ehrhart Griffin and Associates (using its normal consultant selection process) as the consultant for the entire project. Following approval of the NDOR agreement, a contract with EGA will be brought to the Subcommittee for their consideration.

The attached resolution needs to be added to the agreement as “Exhibit B”.

**It is recommended that the Subcommittee recommend to the Board that the General Manager or Assistant General Manager be authorized to execute an agreement with the Nebraska Department of Roads for the Western Douglas County Trails Project.**



**PAPIO-MISSOURI RIVER  
NATURAL RESOURCES DISTRICT  
BOARD OF DIRECTORS RESOLUTION**

**April 13, 2006**

WHEREAS, the Papio-Missouri Natural Resources District wishes to enter into an agreement with the State of Nebraska Department of Roads to construct a series of concrete pedestrian and bicycle trails in Western Douglas County with funds made available through STP Enhancement Program funds, and

WHEREAS, the Federal share payable shall be a maximum of eighty (80) percent of the eligible costs thereof, up to a maximum payment from federal funds of \$4,790,645, or \$958,129 per year for a period of five years, and

WHEREAS, the Papio-Missouri River Natural Resources District shall be responsible for approximately \$958,129, or \$191,626 per year over a period of five years, which is estimated by the NRD to be the NRD's twenty (20) percent matching share of eligible project costs, and

WHEREAS, the Papio-Missouri River Natural Resources District has agreed to place in its fiscal budget \$191,626 per year over a period of five years, and

NOW, THEREFORE BE IT RESOLVED BY THE PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT that the NRD enter into an agreement with the State of Nebraska Department of Roads for the construction of a series of concrete pedestrian and bicycle trails in Western Douglas County; that this project be constructed under the designation of Project Number DPU-28 (87), State Control Number 22227; and that the terms and conditions as contained in the Agreement with the Nebraska Department of Roads are hereby approved and the General Manager is hereby authorized to execute said Agreement.

PASSED AND APPROVED this 13<sup>th</sup> day of April, 2006.

\_\_\_\_\_  
Chairperson of the Board of Directors  
Papio-Missouri River Natural Resources District

EXHIBIT B

A G R E E M E N T  
(Program)

PROJECT NO. DPU-28(87) STATE CONTROL NO. 22227  
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT  
STATE OF NEBRASKA, DEPARTMENT OF ROADS  
WEST DOUGLAS COUNTY TRAILS

THIS AGREEMENT, made and entered into by and between the Papio-Missouri River Natural Resources District, hereinafter referred to as the "NRD", and the State of Nebraska, Department of Roads, hereinafter referred to as the "State",

WITNESSETH:

WHEREAS, certain bicycle/pedestrian trails, in the NRD have been designated as being eligible for the Enhancement Program portion of the Surface Transportation Program (STP) funds by the Department of Transportation, Federal Highway Administration, hereinafter called FHWA, in compliance with Federal laws pertaining thereto, and

WHEREAS, STP funds have been made available by Title 23 of the United States Code, providing for improvements on eligible trails, and

WHEREAS, the Federal share payable will be a maximum of 80 percent of the eligible costs thereof, up to a maximum payment from Federal funds of \$4,790,645. This amount will be apportioned at 20% (\$958,129) per year for fiscal years FY05 through FY09, and

WHEREAS, regulations for implementing the provisions of the above mentioned act provide that the Federal share of the cost of such projects shall be paid only to the State, and

WHEREAS, the NRD shall supervise the contract letting and shall ensure that the project receives the same degree of supervision and inspection as a project constructed under a contract let and directly supervised by the State, and

WHEREAS, regulations further permit the use of funds other than State funds in matching Federal funds for improvements of those trails, and

WHEREAS, the State's responsibility is to provide project oversight to insure that the NRD or its Contractor is constructing the project in accordance with the approved plans and to further notify the NRD or its Project Manager when federal funding will be withheld or lost where such construction of the project is not being prosecuted in accordance with the approved plans, and

WHEREAS, the State retains the services of Sinclair Hille Architects whose business address is 700 Q Street, Lincoln, NE 68508 hereinafter referred to as the "Enhancement Program Consultant" to assist the State with administration of the Enhancement Program, and

WHEREAS, the State is willing to cooperate to the end of obtaining Federal approval of the proposed work and Federal funds for the construction of the proposed improvement, with the understanding that no State Funds are to be expended on this project, and

WHEREAS, funding for the project under this agreement, includes pass-through monies from the Federal Highway Administration (FHWA). If a non-federal entity expends \$500,000 or more in total federal awards in a fiscal year, then the A-133 Audit is required as explained further in the agreement, and

WHEREAS, Federal Regulations provide that the NRD shall not profit or otherwise gain from local property assessments that exceed the NRD's share of project costs, and

WHEREAS, it is the desire of the NRD that the project be constructed under the designation of Project No. DPU-28(87), as evidenced by the Resolution of the NRD General Manager dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, attached and identified as Exhibit "B" and made a part of this agreement, and

WHEREAS, the NRD has earmarked and will place in its fiscal budget \$1,197,661, which is estimated to be the NRD's share of the cost of the Project; however, both parties recognize this is a preliminary estimate only and that the final costs may well be higher or lower than this preliminary estimate, and

WHEREAS, the project indicated on the location map identified as Exhibit "C", is described as follows:

Preliminary engineering and construction of Phase 1 of the Western Douglas County Trails Plan.

WHEREAS, both parties agree all costs of this project will be the sole responsibility of the NRD if the proposed project improvements are not under construction contract prior to August 31, 2007. This includes repayment to the State of Federal funds reimbursed for preliminary engineering costs and payment of all other expenses incurred as specified in Section 27 of this agreement.

NOW THEREFORE, in consideration of these facts, the parties agree as follows:

SECTION 1. The State agrees to present the above-mentioned project to the FHWA for its approval, if necessary.

SECTION 2. The funding for the project under this agreement includes pass-through federal monies from the FHWA. According to the Single Audit Act Amendments of 1996 and the implementing regulations contained in OMB Circular A-133, the A-133 Audit is required if the non-federal entity expends \$500,000 or more in total federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.

The NRD shall have its finance officer or auditor review the situation to determine what the NRD must do to comply with this federal mandate. If applicable, the expenditures related to the FHWA should be shown in the Supplementary Schedule of Expenditures of the Federal Awards under U.S. Department of Transportation as a pass through Nebraska Department of Roads, Federal CFDA Number 20.205. If an A-133 Audit is performed, the NRD shall send the audit report to the Nebraska Department of Roads, Highway Audits Manager, P.O. Box 94759, Lincoln, NE 68509-4759.

SECTION 3. The NRD, with such assistance as may be required from the State, agrees to perform or cause to be performed a preliminary survey and all necessary plans, specifications and estimates for the proposed work. The NRD agrees to acquire any or all permits necessary to accomplish the project.

SECTION 4. The project must be designed according to the following current publications: State of Nebraska Standard Specifications for Highway Construction, and the American Association of State Highway and Transportation Officials Guide for the Development of Bicycle Facilities, and the Designing Sidewalks and Trails for Access Part II of II: Best Practices Design Guide. The project will be designed to conform to Americans with Disabilities Act (ADA) Accessibility Guidelines. Any deviations from the above must be approved by the State prior to preparation of plans.

The parties agree that the NRD will prepare and submit to the Railroad for approval any Railroad Agreements which may be required for this project. Prior to submitting the agreement to the Railroad for approval, the NRD shall submit a draft copy of the agreement to the State, through the Enhancement Program Consultant, for review and preliminary approval. The parties to any Railroad Agreement will be the NRD and the Railroad Company involved, with the agreement to be submitted to the State, through the Enhancement Program Consultant, for State approval. Should the Railroad Agreement include work to be performed by the Railroad which is eligible for reimbursement, the NRD shall pay the Railroad and bill the State, through the Enhancement Program Consultant, for the Federal share. The State, subject to a final audit of the



Railroad's costs, will reimburse the NRD for the approved Federal share of such costs.

SECTION 5. The State agrees to reimburse the NRD, using Federal Funds, for 80 percent of the actual eligible cost of the improvement up to a maximum of \$4,790,645. Progress billings to reimburse the NRD 95 percent of the eligible 80 percent costs may be submitted no more often than monthly until 95 percent of the maximum Federal share has been reimbursed. The final settlement between the State and the NRD will be made after final inspection and acceptance, and audit, if deemed necessary, and after final costs have been determined by the State.

SECTION 6. The parties agree that the preliminary engineering, which includes project design and plan development, will be accomplished by the NRD or a consultant selected by the NRD according to the "Consultant Selection Procedures for Nebraska Department of Roads Transportation Enhancement Projects." The State agrees to review the Request for Proposals prior to advertising.

In all instances, the State, through the Enhancement Program Consultant, will draft the agreement between the NRD and the Consultant prior to execution. Preliminary engineering is estimated to be \$598,831, and the State agrees to reimburse 80 percent of the eligible costs thereof.

It is understood by the parties that the State will rely on the professional performance and ability of the NRD or their consultant. Any examination by the State, or any acceptance or use of the work product of the NRD or their consultant will not be considered to be a full and comprehensive examination and will not be considered an approval of the work product of the NRD or their consultant which would relieve the NRD from any liability or expense that would be connected with the NRD's sole responsibility for the propriety and integrity of the professional work to be accomplished by the NRD.

SECTION 7. The parties further agree the NRD is to advertise and conduct a letting and receive bids for the contemplated improvement. All plans, specifications and bid proposals, permits, and any other contract documents must be submitted to and approved by the State prior to any bid letting by the NRD. The selection of low bidders and the awarding of a contract or contracts must be submitted to the State, through the Enhancement Program Consultant, for concurrence. The NRD shall sign the contract. After signing, the NRD shall send a copy of the signed contract, including all plans and specifications, to the State, through the Enhancement Program Consultant. Prior to advertising for Project Letting, the NRD shall forward a Right of Way Certificate to the City-County R.O.W. Coordinator, through the Enhancement Program Consultant.

SECTION 8. The parties agree that the construction engineering, an expense eligible for matching Federal funds, which includes construction staking, inspection and field testing, will be accomplished by NRD forces or a consultant selected by the NRD with State assistance and review.

The NRD agrees, if a Consultant is to be selected, that the method of selection and the resulting agreement between the Consultant and the NRD shall conform to the State's standard practices and will be subject to State review and concurrence prior to agreement execution between the NRD and the Consultant. Any construction engineering work performed more than 45 days prior to the letting date will be done at the expense of the NRD.

Any dispute concerning a question of fact in connection with the construction engineering work not disposed of by this agreement shall be referred for determination to the State Engineer or his duly authorized representative whose decision in the matter shall be final and conclusive on the parties to the contract.

The inspection, sampling and testing of all materials must be in accordance with the current State of Nebraska Standard Specifications for Highway Construction, the State Materials Sampling Guide and the State Standard Methods of Tests. The NRD must send a letter of certification to the State, through the Enhancement Program Consultant, stating that all test results of materials used on the project, manufacturer's certificates of compliance and manufacturer's certified test reports meet specification requirements for sampling and testing. The NRD will provide quality assurance, as may be required, to include random sampling and testing of material as well as random checks of test method procedures being performed by the inspector. In all cases, the NRD shall provide a Project Manager on a part-time basis who will be responsible for the prosecution of the project in accordance with the approved plans. The State will provide a Project Representative whose responsibility is to be available to advise the NRD's Project Manager where the project is not being built in accordance with the approved plans, and that the NRD's federal share of the project may be withheld for failure to comply with the plans. The NRD shall contact the State, through the Enhancement Program Consultant, for State Representative assignment prior to advertising for project letting. It is understood that any construction engineering services furnished by the State will be part of the cost of the project and the State's expenses therein will be included as costs of the project as specified in Section 23 hereof.

The NRD shall provide a Project Manager to oversee the project and to ensure that the construction engineering performed by the NRD forces or the NRD's consultant comply with requirements for Federal funding.

The Project Manager's services include, but are not limited to, arranging and presiding over the pre-construction conference, project management as required, and preparing contractor change orders and supplemental agreements.

SECTION 9. The NRD agrees to locate and reference or have located and referenced all section corners, quarter section corners and sub-division lot corners required for construction of the proposed project in accordance with Section 39-1708 et. seq., R.R.S. 1943 as amended.

SECTION 10. The Federal share of this project must be reduced by any project specific local property assessments that exceed the appropriate local share on this project.

SECTION 11. If Federal participation is to be received for any portion of the work on the proposed project, it is necessary that all phases of work, including but not limited to preliminary engineering, acquisition of right of way and construction be accomplished in accordance with the appropriate Federal requirements.

SECTION 12. If the NRD performs any part of the work on this project itself, the NRD agrees to abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb. Rev. Stat. 48-1101, through 48-1126 (Reissue 1988), and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in Exhibit "A" attached, and made a part of this agreement. The reference to "Contractor" in this exhibit means the "NRD."

SECTION 13. The NRD shall have on file with the State an acceptable drug-free workplace policy.

SECTION 14. DISADVANTAGED BUSINESS ENTERPRISES

A. Policy

The NRD agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds under this agreement. Consequently, the disadvantaged business requirements of 49 CFR Part 23 are hereby made a part of and incorporated by this reference into this agreement.

B. Disadvantaged Business Enterprises Obligation

The NRD and State agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, the NRD shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform

contracts. The NRD shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FHWA assisted contracts.

The NRD, acting as a subrecipient of Federal-aid funds on this project agrees to adopt the disadvantaged business enterprise program of the State for the Federal-aid contracts the NRD enters into on this project.

Failure of the NRD to carry out the requirements set forth above will constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by the State or such remedy as the State deems appropriate.

SECTION 15. Changes to the project made by the NRD which affect the function or operation of the trails made either during construction or after the project is completed, will require prior approval of the State.

Requests for changes during project construction must be made to the State Representative through the Enhancement Program Consultant.

SECTION 16. Upon project completion and final inspection, the NRD shall send one set of "as-built" plans to the State, through the Enhancement Program Consultant.

SECTION 17. Upon completion, the NRD shall maintain this project at its own expense, and agrees to make provisions each year for the maintenance costs involved in properly maintaining this facility.

SECTION 18. Any utility rehabilitations or installations made within the right of way of this project after execution of this agreement will be in accordance with the provisions of Federal-Aid Highway Policy Guide, 23 CFR 645A, "Utility Relocations, Adjustments and Reimbursement", Federal-Aid Policy Guide, 23 CFR 645B, "Accommodation of Utilities" issued by the U.S. Department of Transportation, Federal Highway Administration, or a State approved Utility Accommodation Policy. In order to receive Federal-Aid Funds for this improvement, the NRD agrees to adopt the current "Policy for Accommodating Utilities on State Highway Right of Way."

All nonbetterment municipally owned and operated utility rehabilitation costs within the corporate limits of the NRD will become a project cost, but that outside the corporate limits, only the nonbetterment portion of the rehabilitation costs of facilities currently occupying private right of way will be reimbursed. Further, there will be no Federal reimbursement for private or nonmunicipally owned and operated utilities if they are located on public right of way, however, nonbetterment costs of privately owned and operated utilities will be reimbursed if they exist on privately owned right of way and it is necessary to rehabilitate the utilities due to this project. All such

reimbursements must be based on items and estimates submitted by the utility and approved by the NRD and State. Should this project necessitate the nonbetterment rehabilitation of any municipally or privately owned and operated utilities, the parties agree to enter into a Supplemental Agreement to provide for the nonbetterment utility rehabilitation and the reimbursement to the NRD for the Federal share of the costs of the nonbetterment utility rehabilitation. The parties agree that should any nonbetterment utility rehabilitation be accomplished before State execution of a Supplement to this Agreement, the rehabilitation work will be at the sole expense of the NRD.

Should any utilities include work which is eligible for reimbursement, the NRD shall pay the utility and bill the State for the Federal share. The State, subject to a final audit of the utility costs, will reimburse the NRD for the approved Federal share of the costs.

SECTION 19. If Federal participation is requested in right of way appraisal or acquisition, the State on behalf of the NRD, will review appraisals and negotiations for any additional right of way. The NRD shall be responsible for any eminent domain proceedings required for acquisition of the necessary property. The appropriate procedures as outlined in the current Nebraska Right of Way Manual approved by the FHWA shall be followed. Regardless of whether or not Federal funds are requested for the right of way, the NRD agrees to contact the State prior to beginning any right of way activity in order that the State may advise the NRD of the required right of way functions and procedures. It is understood that any right of way services furnished by the State shall be considered as a part of the cost of the project and the State's expenses therein shall be included as costs of the project as specified in Section 23 hereof.

SECTION 20. The NRD agrees, at no cost to the project, to clear the present right of way of this project of all advertising signs. The NRD also agrees, at no cost to the project, to clear any other privately owned facility or thing that may interfere with the construction, maintenance and operation of the improvement planned in this project, and to keep the old and new right of way free of future encroachments, except those authorized by permit.

SECTION 21. The NRD hereby agrees, and shall certify after accomplishment, that any right of way for this improvement not donated in compliance with FHWA guidelines will be acquired in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, 49 CFR 24, and the State's Right of Way Manual as approved by FHWA.

SECTION 22. Traffic control during project construction shall conform with the Manual on Uniform Traffic Control Devices.

Before final acceptance of the project by the State, all signing and marking will be in conformance with the Manual on Uniform Traffic Control Devices. The edition of the manual which is current at the time of final acceptance shall be used.

SECTION 23. Costs incurred by the State with respect to the entire project will be part of the cost of the project to be paid out of NRD and Federal funds. Costs incurred by the State attributable to this project will not include any administrative costs or expenses of administrative officials. The State may, at its discretion, initiate progress invoices for costs incurred by the State during the progression of the project and the NRD agrees to pay such invoices within thirty (30) days of their receipt. The NRD's share of the total project cost shall be all costs not paid for by Federal funds.

The criteria contained in Part 31 of the Federal Acquisition Regulations System (48 CFR 31) shall be applied to determine the allowability of costs incurred by the NRD under this agreement.

The NRD shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such material available at its office at all reasonable times during the contract period and for three ( 3 ) years from the date of final payment under this agreement; such records to be available for inspection by the State and the Federal Highway Administration or any authorized representatives of the Federal government, and copies thereof shall be furnished by the NRD if requested.

SECTION 24. It is mutually agreed that final approval of the project will be made by the State and that final payment cannot be made to the NRD until the project has been approved by the State.

SECTION 25. The NRD understands and agrees that the sole duty of proper prosecution of the project, in accordance with the approved plans, belongs with the NRD, its Project Manager and Contractors, and that failure to properly prosecute and construct the project in accordance with the approved plans may result in the loss of federal funding.

SECTION 26. The NRD agrees to acknowledge federal and state funding with proper signage such as recognition plaques on buildings or markers on trails. The funding acknowledgement shall state, "This project made possible through funds provided by the Nebraska Department of Roads Transportation Enhancement Program and the Federal Highway Administration." This statement shall also be incorporated into all press releases, web sites and printed information about the project.

SECTION 27. It is understood by the NRD that payment for the costs of this project, whether they be services, engineering, right of way, utilities material or otherwise, are the sole responsibility of the NRD where Federal participation is not allowable or available. Therefore, where the Federal government refuses to participate in the project or any portion thereof the NRD is responsible for full project payment with no cost or expense to the State in such project or portion thereof. Should the project be abandoned before completion, the NRD will pay all costs incurred by the State prior to such abandonment.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the NRD this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS:

Papio-Missouri River NRD

\_\_\_\_\_  
General Manager

EXECUTED by the State this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

STATE OF NEBRASKA  
DEPARTMENT OF ROADS  
R. James Pearson

\_\_\_\_\_  
Transportation Enhancement Administrator



## NONDISCRIMINATION CLAUSES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the basis of disability, race, color, sex, religion, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A", "B", and "C" of Part 21 of the Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion, or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to,

(a) Withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) Cancellation, termination, or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



## Memorandum

To: Programs, Projects, and Operations Subcommittee

Subject: FY 2006 Urban Cost Share Programs

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

Date: April 4, 2006

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 applications require approval by the Board.

- a. The City of Omaha has requested additional assistance in the installation of improvements to Kiwanis Park located at Abbott Drive and Locust Street. The project was approved for funding at the \$50,000 level in 2002. Local fundraising has not proceeded as rapidly as anticipated. The total cost of the project based on bids received is \$194,554. The City is requesting a total of \$82,150, or an increase of **\$32,150**.
- b. The City of Omaha has requested assistance on the rehabilitation of the trail surrounding Zorinsky Lake. Eventually, the City anticipates replacing the existing eight-foot asphalt trail with concrete. The initial phase of the project is estimated to cost \$300,000. They are requesting **\$50,000**.
- c. The City of Dakota City is requesting assistance in the purchase of a 1.4 acre parcel of land to be used as trailhead in Dakota City. The purchase price is \$75,000. They are requesting 50% of this amount, or **\$37,500**.

The following table summarizes the RAD project requests for FY 2007. The FY 2006 budget for this program was \$256,547.

Sponsor	Total Estimated Cost	Cost Share Requested
City of Omaha – Kiwanis Park	\$194,554	\$32,150
City of Omaha – Zorinsky	\$300,000	\$50,000
City of Dakota City	\$75,000	\$37,500
Total	<b>\$569,554</b>	<b>\$119,650</b>

**Management recommends that the Subcommittee recommend to the Board that the applications from the City of Omaha for \$50,000 and the City of Dakota City for \$37,500 be approved, for a total of \$87,500, plus the additional \$32,150 for the City of Omaha, for a grand total of \$119,650, subject to funding in the FY 2007 budget.**

### **Trails Assistance Program**

The Trails Assistance Program cost shares with sponsors on trail projects approved for funding under the Transportation Enhancement Program. The cost share rate is 50% of the local share. All projects require Board approval.

The following sponsors have requested assistance.

- a. The City of Omaha has requested assistance to build a trail connecting the Big Papio Trail at Pacific Street with Lamp Park located at 110<sup>th</sup> & Lamp Streets. The project was approved under the Recreational Trails Program (RTP) administered by the Game and Parks Commission (NGPC). The total estimated cost of the project is \$165,000. They are requesting **\$26,000**.
- b. The City of South Sioux City has requested assistance to build a trail that will connect two existing trails, the Al Bengtson and Eco-Path Trails. The project was approved for funding by the NGPC's RTP program. The estimated cost for the project is \$47,900. They are requesting 50% of the local share, or **\$11,975**.
- c. The City of Blair has requested assistance to build a trail connecting Dana College and the Deerfield Lions Trail. The project was approved under the NDOR's Transportation Enhancement (TE) Program. The total estimated cost of the project is \$432,022. They are requesting 50% of the local share, or **\$43,202**.
- d. The Winnebago Tribe has requested assistance in the installation of the Thunderway Trail which is Phase Two 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 \$405,687. They are requesting 50% of the local share, or **\$40,569**.

- e. The City of Ralston is requesting assistance in the construction of Phase two of the Ralston Trail, both east and west portions. The projects were approved for funding under NDOR's TE Program. The total estimated cost is \$618,189. They are requesting 50% of the local share, or **\$61,819**.
- f. The City of Fort Calhoun is requesting assistance is constructing the first phase of their trails master plan. This trail would connect Highway 75 to Fort Atkinson. The master plan envisions a future cooperative venture between the City, Washington County, and others to build a trail eastward to Boyer Chute. This project was approved for funding under the NDOR's TE Program. The total estimated cost of the project is \$474,222. They are requesting **\$61,179**.

The following table summarizes the applications for the TAP for FY 2007. The FY 2006 budget for this program was \$295,629.

Sponsor	Total Estimated Cost	Cost Share Requested
City of Omaha	\$165,000	\$26,000
City of South Sioux City	\$47,900	\$11,975
City of Blair	\$432,022	\$43,202
Winnebago Tribe	\$405,687	\$40,569
City of Ralston	\$618,189	\$61,819
City of Fort Calhoun	\$474,222	\$61,179
Grand Total	<b>\$2,143,020</b>	<b>\$244,744</b>

**Management recommends that the Subcommittee recommend to the Board that the applications from the City of Omaha for \$26,000, the City of South Sioux City for \$11,975, the City of Blair for \$43,202, the Winnebago Tribe for \$40,569, the City of Ralston for \$61,819, and the City of Fort Calhoun for \$61,179 be approved, for a total of \$244,744 subject to funding in the FY 2007 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.

Two projects approved in 2005 were intended for reimbursement over two fiscal years. The City of LaVista's Thompson Creek Phase 5 project, and the City of Papillion's Halleck Park Drainageway Projects will have FY 2007 components; \$94,000 for the Thompson Creek Project, and \$80,000 for the Halleck Park Project.

The District received four new applications under the Urban Drainageway Program.

- a. The City of Elkhorn has requested assistance to stabilize a channel in Chapel Hill Park. The City intends to construct the project in two phases at a total cost of \$156,375. They are requesting 60% cost sharing on the project, or \$93,825. Phase 1 is intended for construction in FY 2007, and Phase 2 intended for FY 2008. The Phase 1 cost share amount is **\$53,541**.

- b. The City of LaVista has requested assistance to stabilize a channel through LaVista Falls Golf Course. The total estimated cost of items eligible for reimbursement under the UDP Program is \$140,000. The City is requesting 60% of this amount, or **\$84,000**.
- c. The City of Fort Calhoun has requested assistance to install stormwater detention cells west of the City to reduce flooding damages in the City. The total estimated cost is \$148,200. They are requesting 60% of that amount, or **\$88,920**.
- d. The Omaha Tribe proposes to solve flooding and erosion problems in the Village of Macy through the downtown area. Phase 1 of the project (flood control) was approved for funding in 2005 and will be under construction this spring. They are requesting assistance for Phase 2 (erosion control) of the project. The estimated cost of the project is \$249,015. They are requesting 60% of this amount, or **\$149,409**.

The following table summarizes the FY 2007 requests for assistance. The FY 2006 Budget included \$528,439 for this item.

Sponsor	Total Estimated Cost	Cost Share Requested
City of LaVista (Thompson Creek)		\$94,000
City of Papillion (Halleck Park)		\$80,000
City of Elkhorn (Phase 1)	\$89,235	\$53,541
City of LaVista (LaVista Falls)	\$140,000	\$84,000
City of Fort Calhoun	\$148,200	\$88,920
Omaha Tribe	\$249,015	\$149,909
Total	<b>\$626,450</b>	<b>\$550,370</b>

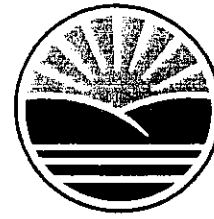
- **Management recommends that the subcommittee recommend to the Board that the applications from the City of Elkhorn for \$53,541, the City of LaVista for \$84,000, the City of Fort Calhoun for \$88,920, and the Omaha Tribe for \$149,909 be approved, and that the District budget the remaining \$94,000 for the City of LaVista and the City of Papillion for \$94,000, for a total of \$550,370, subject to funding in the FY 2007 Budget.**

Urban Cost Share Programs (Recreation Area Development Program, Urban Drainageway Program and Trails Assistance Program) – Memo will be posted when available.

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](http://www.papionrd.org)

1. DATE: March 15, 2006
2. PROJECT NAME: Kiwanis Park Rehabilitation
3. PROJECT SPONSOR: City of Omaha Parks, Recreation & Public Property  
(Address) 1819 Farnam Street, Suite 701  
Omaha, NE 68183

4. CONTACT PERSON: Paul Martin TITLE: Park Planner
5. TELEPHONE: (402) 444-5943
6. PROJECT LOCATION\*\*: Project is located on the Northwest corner of  
Abbott Drive and Locust Street in Omaha, Nebraska. Site is located just  
South of the East end of Levi Carter Lake & Park.
7. DESCRIPTION OF PROJECT\*\*: This project involves the construction of  
a picnic shelter/pavilion, concrete walkways, along with grading and  
seeding of site.
8. TOTAL ESTIMATED COST: \$ 120,000.00
9. COST SHARE REQUEST: \$ 32,150.00
10. SIGNATURE/TITLE: 

\*\* Attach additional sheets as necessary.

MAR 17 2006



## **ADDITIONAL INFORMATION- KIWANIS PARK REHABILITATION PROJECT APPLICATION**

THE CITY OF OMAHA PARKS, RECREATION AND PUBLIC PROPERTY DEPARTMENT IS SUBMITTING OUR APPLICATION FOR THE KIWANIS PARK REHABILITATION. THE PARK SITE IS APPROXIMATELY 15 ACRES IN SIZE, AND OWNED BY THE CITY OF OMAHA. THE PARK CONSISTS OF A RENOVATED POND THAT WAS COMPLETED BY PARK FORCES IN 2005. ALSO INCLUDED IN THIS PHASE OF THE RENOVATION WAS GRADING, SEEDING AND EROSION CONTROL MEASURES AROUND THE POND AND WITHIN THE PARK.

THE SECOND PHASE OF THE PARK RENOVATION WILL CONSIST OF THE INSTALLATION OF A NEW PARK PAVILLION. THE PAVILION WILL BE LOCATED AT THE NORTH END OF THE SITE, AND WILL INCLUDE INSTALLATION OF A FLAGPOLE, PICNIC TABLES AND BRICK PAVERS. CONCRETE TRAILS ON THE NORTH AND WEST ENDS OF THE SITE WILL TIE INTO THE PAVILLION AND THE PROPOSED RIVERFRONT TRAIL AS SHOWN ON THE PLANS. ADDITIONAL GRADING, SEEDING, AND INSTALLATION OF THREE RECIRCULATING FOUNTAINS IN THE POND WILL ALSO BE INCLUDED IN THIS PHASE OF CONSTRUCTION.

THE PROJECT IS EXPECTED TO START IN LATE APRIL- EARLY MAY, AND BE COMPLETED BY AUGUST 2006. THE CITY PARKS DEPARTMENT WILL ADMINISTER ALL PHASES OF THE CONSTRUCTION, AND WILL PERFORM MAINTENANCE OPERATIONS AFTER THE PROJECT IS COMPLETED. LOCATION MAP, CONCEPT PLAN AND COST ESTIMATES ARE ATTACHED.

**KIWANIS PARK FUNDRAISING UPDATE FOR KIWANIS PARK  
REHABILITATION PROJECT- BID OF 3/1/06**

<b><u>TOTAL BID PRICE FOR PROJECT:</u></b>	<b><u>\$ 122,150.00</u></b>
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**GIFTS/ PLEDGE REQUESTS:**

PLEDGE FROM PAPIO- MRNRD (COMMITTED)	\$ 50,000.00
PLEDGE- PAVILION BY IOWA WEST FOUNDATION (COMMITTED)	\$ 40,000.00
REQUESTED PLEDGE TO PAPIO- MRNRD	<u>\$ 32,150.00</u>
TOTAL	\$ 122,150.00

**CASH PAYOUTS- KIWANIS CLUB:**

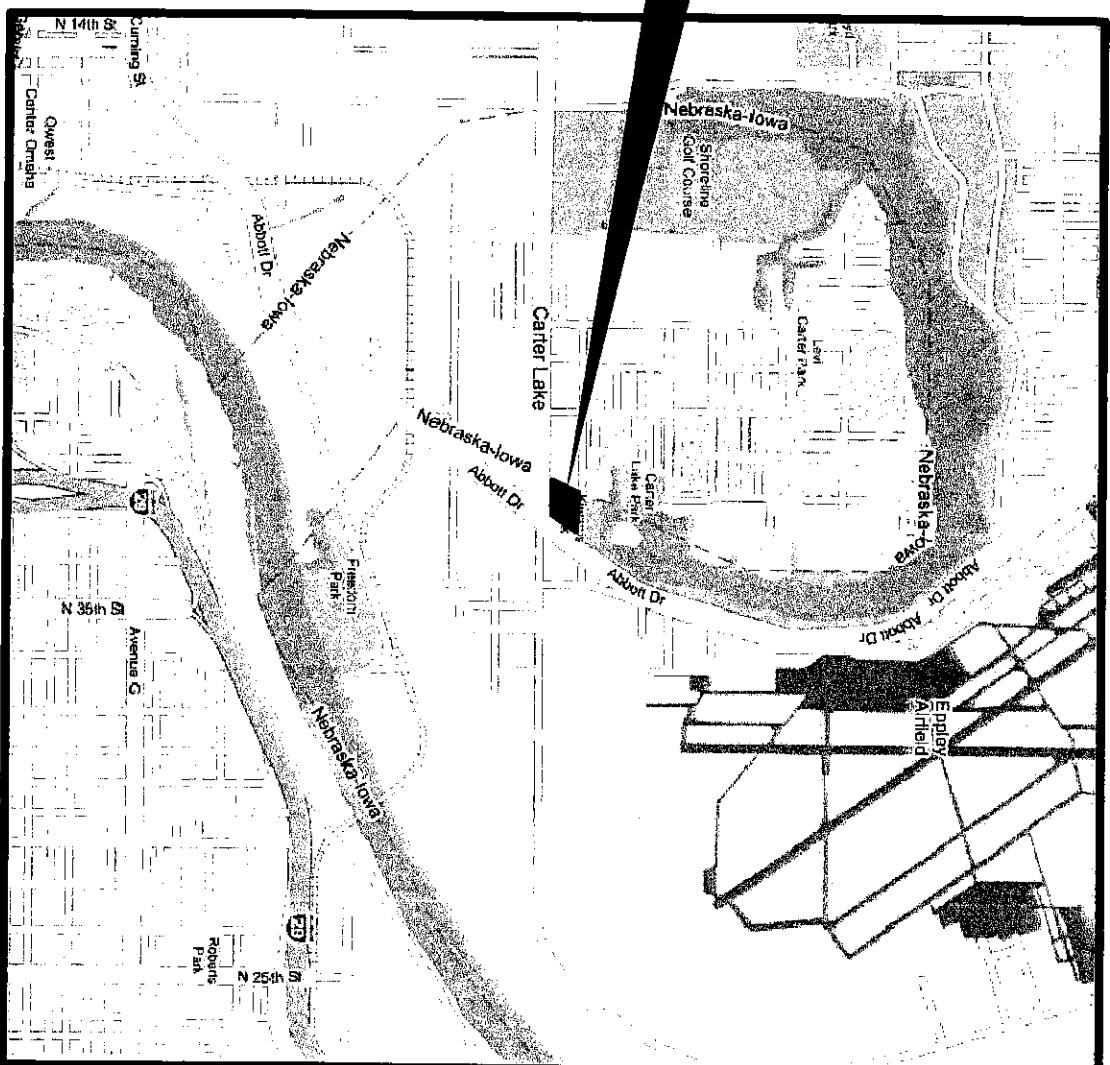
KIWANIS PARK REHAB- PREPARATION OF PLANS & SPECIFICATIONS BY BCDM	\$ 52,000.00
DESIGNATED FUNDS- FLAGPOLES, PICNIC TABLES AT SHELTER	\$ 10,700.00
CASH ON HAND FOR ADDITIONAL PARK DEVELOPMENT ITEMS	<u>\$ 9,716.12</u>
TOTAL	\$ 72,416.12

**OTHER IN-KIND PLEDGES:**

LANOHA NURSERY (LANDSCAPING) MIDWEST TURF (IRRIGATION EQUIPMENT) THEILE GEOTECH LAMP RYNEARSON ASSOCIATES	
TOTAL	\$ 81,930.00

# Location Map

## Project Site Location



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) 895-6544  
www.pamond.org

1. DATE: March 31, 2006

2. PROJECT NAME: Dam Site #18 Trail Improvements

3. PROJECT SPONSOR: City of Omaha Parks, Recreation & Public Property  
(Address) 1819 Farnam Street, Suite 701  
Omaha, NE 68183

4. CONTACT PERSON: Paul Martin TITLE: Park Planner

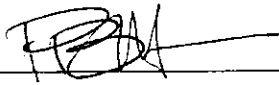
5. TELEPHONE: (402) 444-5943

6. PROJECT LOCATION\*\*: Trail improvements are to be located within adjacent  
property around Zorinsky Lake, between 156th Street & 168th Street (see  
attached map)

7. DESCRIPTION OF PROJECT\*\*: Project will involve the removal of existing  
8' wide asphalt trails, and replacing them with 10' wide concrete trails  
within the facility. Main locations include the dam sites maintained by the  
Corps of Engineers and the Papio NRD.

8. TOTAL ESTIMATED COST: \$ 300,000 (for 2006)

9. COST SHARE REQUEST: \$ 50,000

10. SIGNATURE/TITLE:  PAUL MARTIN, PARK PLANNER

\*\* Attach additional sheets as necessary.

**PRELIMINARY PLANS AND IMPLEMENTATION SCHEDULE FOR  
DAM SITE #18 (ZORINSKY LAKE) TRAIL IMPROVEMENT  
APPLICATION**

THE CITY OF OMAHA PARKS, RECREATION AND PUBLIC PROPERTY DEPARTMENT IS APPLYING TO THE PAPIO-MRNRD FOR TRAIL IMPROVEMENTS ON THE SITE. PLANS FOR THE CONSTRUCTION OF THE CONCRETE TRAIL PORTION OF THE PROJECT WILL BE PREPARED BY THE SPONSOR, AND WILL GO OUT FOR PUBLIC BID IN MAY OF 2006. AFTER APPROVAL BY THE OMAHA CITY COUNCIL, THE SUCCESSFUL CONTRACTOR WOULD HAVE 45 DAYS TO COMPLETE THIS PHASE OF THE PROJECT, AND THE ANTICIPATED COMPLETION DATE SHOULD BE NO LATER THAN SEPTEMBER 1, 2006.

THE CITY OF OMAHA WOULD "UP FRONT" THE MONEY FOR THE PROJECT AND WOULD ASK THE PAPIO-NRD FOR IT'S COST SHARE IN THE FALL OF 2006, IF THE APPLICATION IS APPROVED. ALL CONDITIONS WILL BE MET THAT ARE STATED IN THE PAPIO-NRD'S APPLICATION FOR THIS PROJECT, IF APPROVED.



## **DAM SITE #18 TRAIL IMPROVEMENT ESTIMATES- 2006**

### **PRIORITY # 1:**

ENTRANCE AREA OFF 156TH STREET AND DAM AREA-  
4500 L.F. OF EXISTING TRAIL REMOVAL (8' WIDE ASPHALT)  
AND REPLACE WITH 10' WIDE CONCRETE TRAIL (6" DEPTH)

**45,000 S.F @ \$ 3.30 PER S.F.- \$ 148,500.00**

### **PRIORITY # 2:**

EAST ENTRANCE AREA OFF 168<sup>TH</sup> STREET – EXISTING 8' WIDE  
ASPHALT TRAIL DAMAGED, AND NEEDS TO BE REPLACED.  
900 L.F. OF ASPHALT PATH REMOVAL AND REPLACE WITH  
10' WIDE CONCRETE TRAIL (6" DEPTH)

**9,000 S.F. @ \$ 3.30 PER S.F.- \$ 29,700.00**

**TOTAL FOR CONCRETE PORTION  
OF PROJECT- \$ 178,200.00**

**COST SHARE REQUEST FROM  
PAPIO-MRNRD- \$ 50,000.00**

**\*\* CITY OF OMAHA TO ALSO IMPROVE OTHER TRAILS  
ON SITE WITH ASPHALT, FOR A TOTAL PROJECT COST OF \$ 300,000.00**

**PRIORITY #4:**

WEST SIDE OF 168TH STREET, NORTH OF BRIDGE  
REMOVE 800 L.F. OF ASPHALT PATH & REPLACE  
WITH 10' WIDE CONCRETE TRAIL (6" DEPTH)

8,000 S.F. @ \$ 3.30 PER S.F.- \$ 26,400.00

8,000 S.F. @ \$ 1.75 PER S.F.- \$ 14,000.00 (ASPHALT MILLING/ 6" OVERLAY OPTION)

**TOTAL ZORINSKY LAKE TRAIL REPLACEMENT- 2006: \$ 313,340.00 (CONCRETE)**

**TOTAL ZORINSKY LAKE TRAIL REPLACEMENT- 2006: \$ 231,620.00 (CONCRETE/ ASPHALT)**

CONCRETE TRAILS- 8' WIDE, 5" DEPTH:	\$	135,000
PER MILE		
ASPHALT TRAILS- MILL EXISTING, 8' WIDE, 4" OVERLAY:	\$	65,000 PER
MILE		
TOTAL MAIN LOOP TRAIL:		7.0 MILES





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P.O. Box 482 • 1511 Broadway • Dakota City, NE 68731 • City Hall (402) 987-3448 • Fax (402) 987-3313

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March 15, 2006

Gerry Bowen  
Papio-Missouri NRD  
8901 S. 154<sup>th</sup> Street  
Omaha, NE 68138-3621

Dear Gerry:

In follow up to my email today, here's a hard copy of the completed application for the purchase of the Dakota City Depot Recreation Area.

If you have other questions or suggestions, please feel free to give me a call.

Thanks, very seriously, for your consideration.

Respectfully,

Robert D. Peters  
City Administrator/Clerk/Treasurer

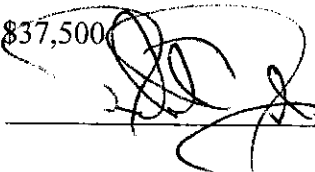
MAR 17 2006

Form 17.27 A

RECREATION AREA DEVELOPMENT PROGRAM

APPLICATION FORM

1. DATE : March 15 ,2006
2. PROJECT NAME : Dakota City Deport Recreation Area
3. PROJECT SPONSOR: City of Dakota City  
1511 Broadway Box 482  
Dakota City, Nebraska 68731
4. CONTACT PERSON: Robert Peters TITLE: City Administrator/Clerk/Treasurer
5. TELEPHONE: 402-698-2081
6. PROJECT LOCATION 17<sup>th</sup> to 18<sup>th</sup> & Vine, Dakota City, Nebraksa 68731
7. DESCRIPTION OF PROJECT: See Attached
8. TOTAL ESTIMATED COST: \$75,000
9. COST SHARE REQUEST: \$37,500
10. SIGNATURE/TITLE:



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## 7. DESCRIPTION OF PROJECT

As the result of a collaboration with the Nebraska Department of Roads, Transportation Enhancement Program, Papio-Missouri NRD, the Nebraska Community Development Act, and in a private/public partnership, a 2.6 mile, 10' wide, concrete trail is being constructed to provide a safe passageway for persons who walk/bike on Dakota Avenue, a busy highway between South Sioux City and Dakota City Nebraska.

Specifically, the trail will begin/end at the Dakota City Elementary School, located at 18<sup>th</sup> and Vine in Dakota City and will connect with an interstate trail system, beginning at 39<sup>th</sup> Street and Dakota Avenue, in South Sioux City.

In addition, Dakota City has received funding for the first phase of a two phase renovation of the Dakota City Depot. Phase One, to be completed in 2006, will address landscaping of the land adjoining the depot and renovation of the outside of the building. Phase two, scheduled for 2007, will then allow for an extensive renovation of the inside of this one of a kind depot.

It is the intent that the renovated depot will serve as the trailhead for trail system. In addition to providing a broad educational display of the role of the depot in the history of Nebraska transportation, the depot and surrounding land will serve as a rest stop /recreational area for people who are beginning/ending their trail experience.

We envision the depot and surrounding land to be a critical recreation area, allowing families to picnic, play horseshoe, or other recreational activities, or simply rest as they end or begin their trail experience.

Given the above , we are requesting monies to purchase the Dakota City Depot and surrounding land., as identified in the attached map.

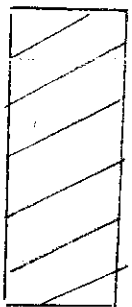
We are very excited about this recreational opportunity that will begin in Dakota city and, plans concurrently materialize in Iowa, persons will have the opportunity to bike/hike to a significant railroad recreational area located in Riverside , Iowa, just west of Sioux City.

DAKOTA CITY

DEPOT

MEMORANDUM

03/14/06



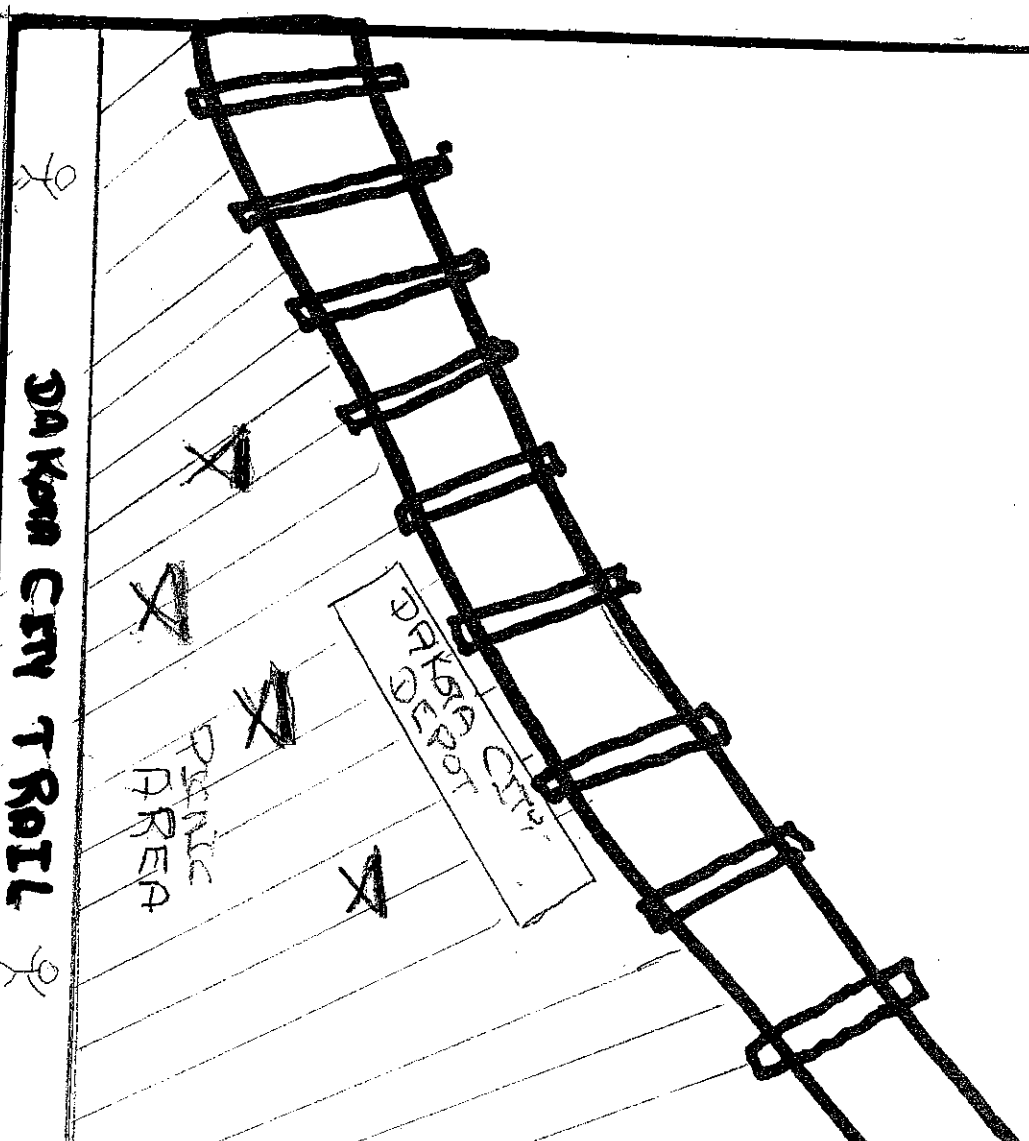
PROPOSED  
RECREATION  
PURCHASE

DAKOTA CITY  
ELEMENTARY

SCHOOL

XX

18th  
STREET



11th STREET

## Option to Purchase

Jerod M. Knowles, owner of the following property, agrees to sell the f property to the City of Dakota City for a project known as the Dakota City Depot Renovation..

The real property to be sold is described as follows:

Parts of Lots 1, 2, 7, 8, 9, 10, 11, and all of Lot 12, Block 73, in Dakota City and the Depot and tracks located on said property.

The selling price for the property will be \$25,000.

Sale of the property will subject to the following conditions:

1. The sale amount can not exceed the appraisal amount as determined by a "short form appraisal", completed by an NDOR Approved Appraiser.
2. The City will offer Mr. Knowles with the option to purchase adjoining property at the assessed value.
3. The sale is subject to the receipt of grants, donations, and other funds sufficient to cover the cost of the property and of the local match necessary for Department of Roads Transportation Enhancement Funding.
4. This Option for sale is intended to document anticipated sale to the City for their use in submitting grant request. A separate bill of sale will be compiled to complete this transaction.
5. Any and all conditions of sale must have approval of the Dakota City City Council and the Nebraska Department of Roads.

Signed

Jerod "Joe" Knowles

Dated

3-15-06

Form 17.40 A

## TRAILS ASSISTANCE PROGRAM

### APPLICATION FORM



## NATURAL RESOURCES DISTRICT

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

1. DATE: March 07, 2006
2. PROJECT NAME: West Papio Trail to Big Papio Trail Connector
3. PROJECT SPONSOR: City of Omaha Park, Recreation & Public Property  
(Address) 1819 Farnam Street  
Suite 701  
Omaha, NE 68183
4. CONTACT PERSON: Paul Martin TITLE: Park Planner
5. TELEPHONE: (402) 444-5943
6. PROJECT LOCATION\*\*: The trail starts at Lamp Park, and runs along the  
west bank of the Big Papio Creek. It runs in a southeastern direction  
approximately 1/2 mile to Pacific Street.
7. DESCRIPTION OF PROJECT\*\*: The trail is to be constructed of Portland  
Cement Concrete, 10' in width. Project approved through the Nebraska  
Game & Parks Recreational Trails Program
8. TOTAL ESTIMATED COST: \$ 165,000.00
9. COST SHARE REQUEST: \$ 26,000.00
10. SIGNATURE/TITLE: *Paul Martin*, PARK PLANNER

\*\* Attach additional sheets as necessary.

MAR 9 2006



**ESTIMATE OF PROBABLE COSTS- WEST PAPIO TRAIL  
TO BIG PAPIO TRAIL CONNECTOR PROJECT  
CITY OF OMAHA, NEBRASKA**

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
REMOVALS	1 L.S.	\$	2,500.00	\$ 2,500.00
SUBGRADE PREPARATION	2700 S.F.	\$	0.20	\$ 540.00
15" CONCRETE CULVERT	30 L.F.	\$	25.00	\$ 750.00
CONCRETE TRAIL	27000 S.F.	\$	3.25	\$ 87,750.00
BLOCK RETAINING WALL	500 S.F.	\$	20.00	\$ 10,000.00
SIGNAGE	6 EA.	\$	500.00	\$ 3,000.00
SEEDING	3.5 AC.	\$	2,000.00	\$ 7,000.00
<b>CONSTRUCTION COST SUBTOTAL</b>				<b>\$ 111,540.00</b>
MOBILIZATION (10%)				<b>\$ 11,154.00</b>
<b>ESTIMATED CONSTRUCTION COSTS- WEST PAPIO TRAIL TO BIG PAPIO TRAIL CONNECTOR PROJECT:</b>				<b>\$ 122,694.00</b>
<b><u>ENGINEERING COSTS:</u></b>				
PRELIMINARY ENGINEERING/ TOPOGRAPHIC SURVEY (MATCH)			\$	7,500.00
APPRAISAL SERVICES FOR LAND ACQUISITION (MATCH)			\$	3,500.00
FINAL ENGINEERING (MATCH)			\$	4,000.00
CONSTRUCTION ADMINISTRATION (10% OF PROJECT COSTS)			\$	12,250.00
<b>TOTAL ENGINEERING COSTS:</b>				<b>\$ 27,250.00</b>
<b>ESTIMATE OF PROBABLE CONSTRUCTION COST - WEST PAPIO TO BIG PAPIO TRAIL CONNECTOR</b>				<b>\$ <u>149,944.00</u></b>
<b><u>LAND ACQUISITION:</u></b>				
ESTIMATED COST OF ACQUISITION (MATCH)			\$	15,000.00
<b><u>TOTAL COST OF PROJECT APPLICATION:</u></b>				<b>\$ <u>164,944.00</u></b>

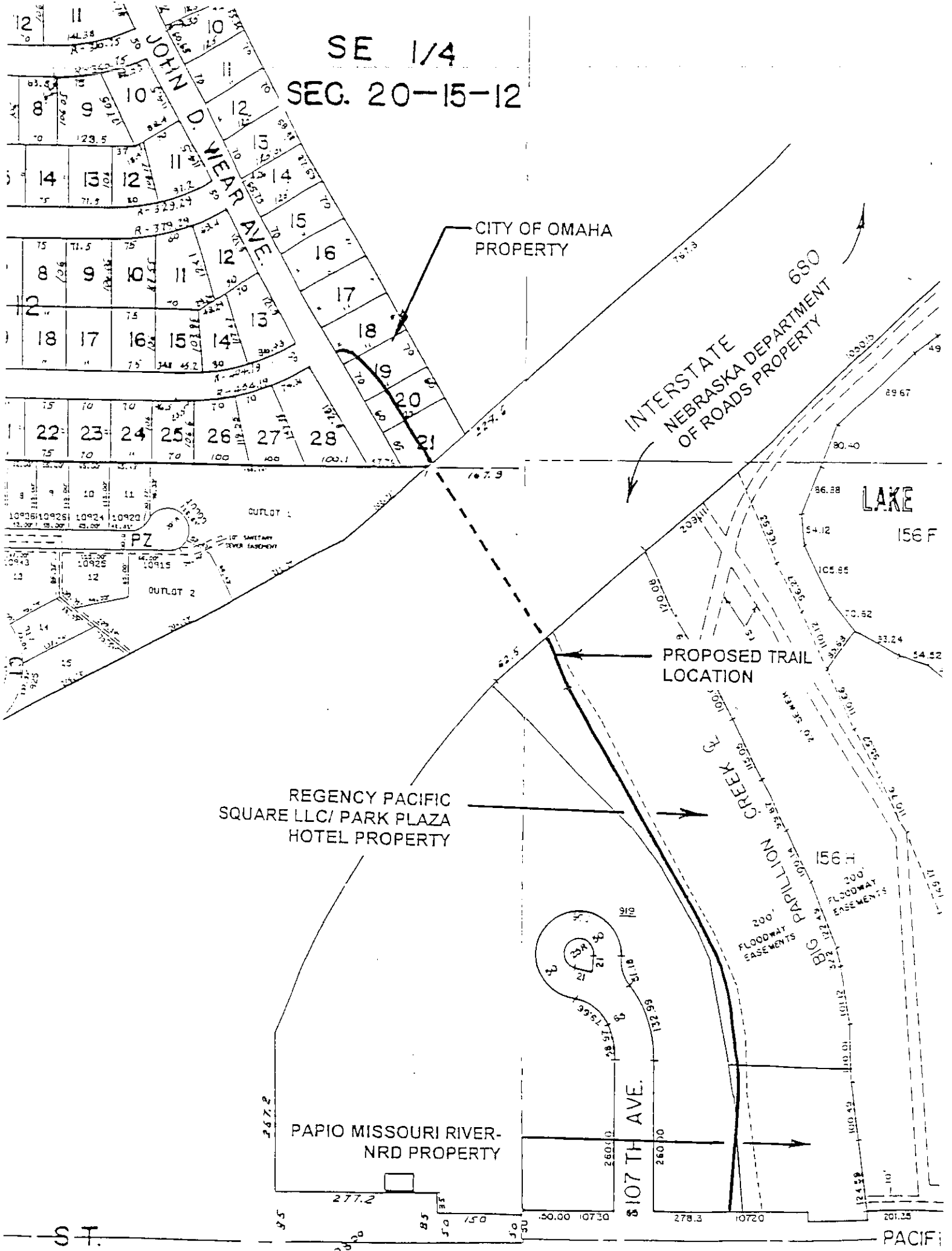
## **IMPLEMENTATION SCHEDULE- CONSTRUCTION OF THE WEST PAPIO TRAIL TO THE BIG PAPIO TRAIL CONNECTOR**

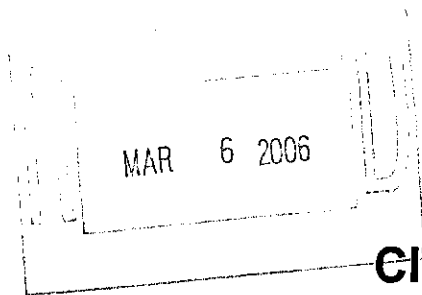
On September 13, 2005, the Omaha City Council approved an inter-local agreement between the City of Omaha and the Papio MR-NRD to apply for funds from the Recreational Trails Program administered by the Nebraska Game & Parks Commission (NGPC). This trail project was approved for funding in November of 2005 by the NGPC, in the amount of \$ 109,000.00 for their portion of the match, which was 66% of the projects estimated cost.

The City of Omaha will be the lead agency for the construction of the project, where it has already accepted a proposal for preliminary engineering and land appraisal services for their portion of the match. The NGPC will give final approvals in April to begin design of the project. We anticipate the engineering and acquisition of land for the trail to begin shortly after, and be completed in August. Bidding and project award is expected to take place in September of 2006, and trail construction to begin in October. Weather depending, an anticipated completion date would be in late November.

The Papio- Missouri River NRD financial match for the revised grant application would not exceed the amount of \$ 26,000, and would be requested in early 2007.

SE 1/4  
SEC. 20-15-12





## **CITY OF SOUTH SIOUX CITY**

### **MISSOURI RIVERVIEW TRAIL**

**February 17, 2006**

**PROJECT NAME:** MISSOURI RIVERVIEW TRAIL

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

**CONTACT PERSON:** BRENT BROWN  
DIRECTOR OF PARKS & RECREATION

**TELEPHONE:** 402-494-7540

**PROJECT LOCATION:** SCENIC PARK- 1021 E 6<sup>TH</sup> 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 its trails system to be one of the best in the area and state.

The Missouri Riverview Trial is a connection between the world's first Eco-Trail and the Al Bengtson Trail. This grant would allow us to help pay for half of the City's portion of the project. The Missouri Riverview Trail has a total cost of \$47,900.00, 50% or \$23,950.00 of the project is being funded through the Nebraska Game and Parks Trails Development Assistance Fund. The City of South Sioux





would like to ask the Papio-Missouri NRD to share 50% of the remaining costs or \$11,975.30.

**TOTAL ESTIMATED COST:** \$47,901.20

**COST SHARE REQUESTED:** \$11,975.30

**SIGNATURE / TITLE:**

William McLarty, Mayor of South Sioux City, NE





February 17, 2006

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

RE: *TRAILS ASSISTANCE PROGRAM*

Dear Gerry:

Enclosed is the 2006 application for the Trails Assistance Program from the City of South Sioux City. The Missouri Riverview Trail is an important connection between the Eco-Trail and Al Bengtson Trail. The Eco-Trail is the first of its kind as it is made out of recycled materials and garbage and the Al Bengtson Trail is South Sioux's connection to the Tri-State Trail for Iowa, South Dakota and Nebraska. The Missouri Riverview Trail will run along the Campground, Olson Marina, Missouri River Fish Access Road and behind Riverview Ballfields 2, 3 & 4.

If you should have any questions on this project, please contact me at 402-494-7540 or email at [\*\*bbrown@southsiouxcity.org\*\*](mailto:bbrown@southsiouxcity.org).

Sincerely,

Brent Brown  
Director of Parks & Recreation



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](http://www.southsiouxcity.org)







Total Estimated Cost:

### Construction Cost Estimate

Scenic Park Riverfront  
Trail

South Sioux City, Nebraska

2-Sep-05

Item No.	Description	Quantity	Units	Unit Price	Total Cost
<b>Scenic Park Riverfront Trail</b>					
1	Mobilization	1.00	LS	1,000.00	1,000.00
2	Traffic Control	1.00	LS	1,000.00	1,000.00
6	Construct 6" PCC Trail	10,800.00	SF	2.90	31,320.00
7	Over excavate & Recompact Fill	600.00	CY	5.00	3,000.00
8	Stripping Grass	300.00	CY	5.00	1,500.00
12	Painted Pavement Markings, Centerline	13.50	STA	60.00	810.00
	<b>SUBTOTAL</b>				<b>38,630.00</b>
	Design Engineering (10%)				3,863.00
	Construction Engineering (14%)				5,408.20
	<b>CONSTRUCTION TOTAL</b>				<b>47,901.20</b>

### Schedule:

After announcement of being funded.

- Notify media of grant from Papio Missouri River Natural Resource District.
- July 2006 get Design and Specs ready.
- September 2006 get bids for project.
- October 2007 start construction of project.

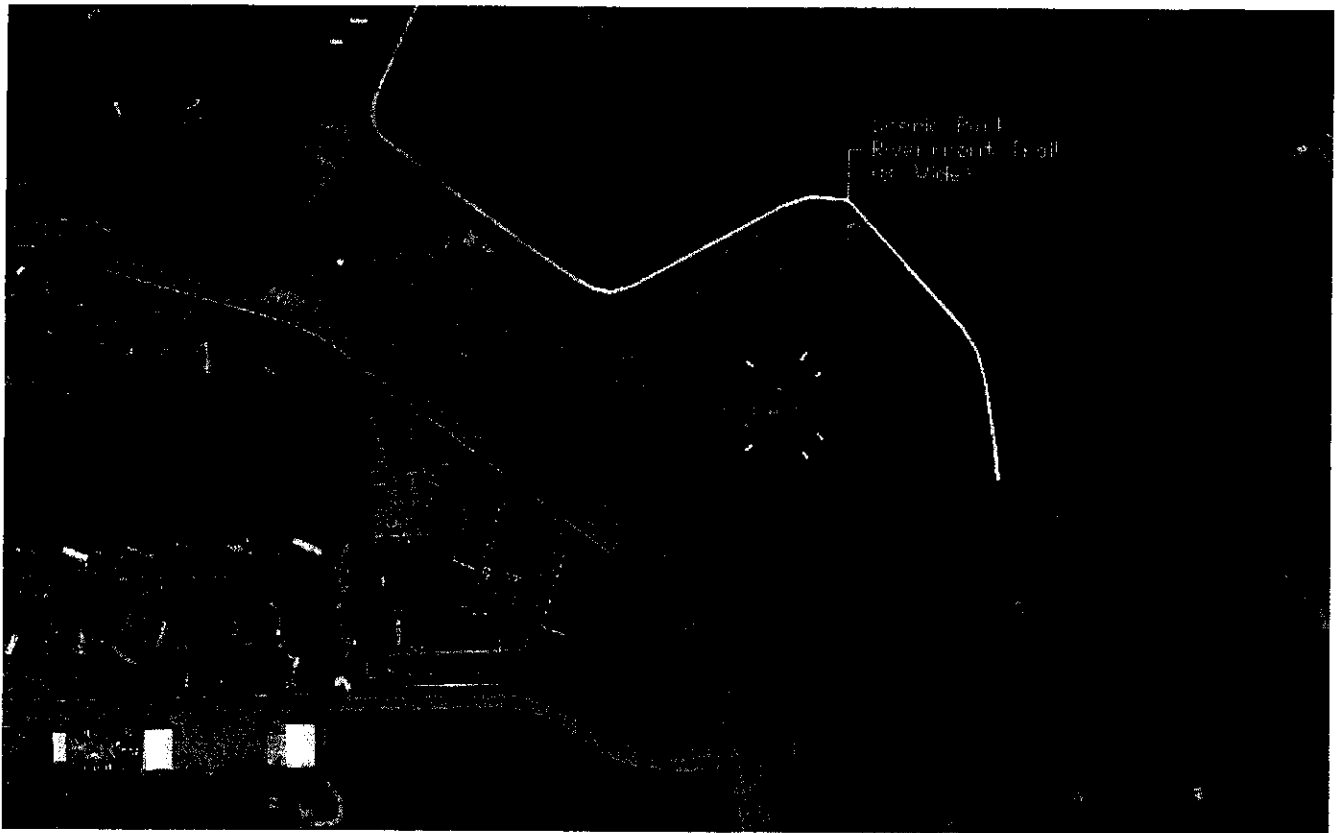


City of South Sioux City, Nebraska  
1615 First Avenue, South Sioux City, Nebraska 68776-2245

Phone: 402-494-7500 Fax: 402-494-7527 TTD: 402-494-7500 ext 339

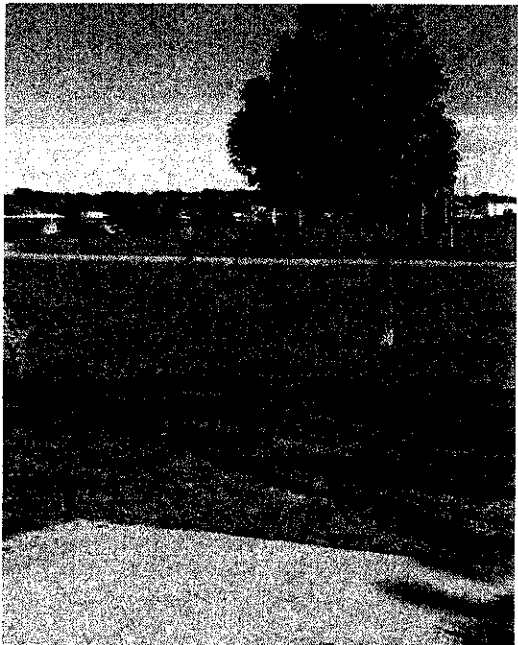
[www.southsiouxcity.org](http://www.southsiouxcity.org)





Top-Site Plan

Below- View to the East



Below- View to the West

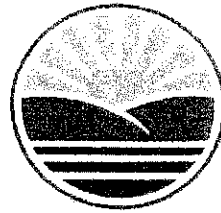


Form 17.40 A

TRAILS ASSISTANCE 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: 2/8/06

2. PROJECT NAME: Dana Bike Trail

3. PROJECT SPONSOR: City of Blair, 218 S. 16th Street Blair, NE 68008  
(Address)

4. CONTACT PERSON: Allen Schoemaker TITLE: Director of Public Works

5. TELEPHONE: 402-426-4191

6. PROJECT LOCATION\*\*: See Attached

7. DESCRIPTION OF PROJECT\*\*: See Attached

8. TOTAL ESTIMATED COST: \$ 432,022.00

9. COST SHARE REQUEST: \$ 43,202.00

10. SIGNATURE/TITLE: Austin, Director of Public Works

\*\* Attach additional sheets as necessary.



# CITY OF BLAIR

February 9, 2006

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

RE: Dana Bike Trail Grant Application

Dear Mr. Bowen:

Enclosed please find a Dana bike trail grant application for the City of Blair. The estimated cost for the trail is \$432,022 and the city is requesting funding in the amount of 50% of the local match or \$43,202. The City of Blair is committed to the 50% of the local matching funds required for the funding of the project.

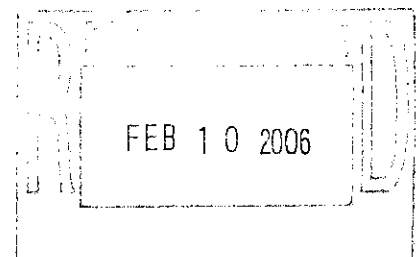
A preliminary schedule for the project is as follows:

- Finalize agreement with NDOR April 2006
- Select a consultant April/may 2006
- Start design May/June 2006
- Submit design for review September 2006
- Send plans out for bid January/February 2007
- Start construction April 2007
- Finish construction July 2007
- Finalize project by August 2007

If there are any questions, please do not hesitate to call me at 402-426-4191.

Sincerely,

Allen Schoemaker  
Public Works Director



**ENGINEER'S PRELIMINARY COST ESTIMATE FOR DANA COLLEGE TRAIL**  
**LOCATION: BLAIR, NEBRASKA**

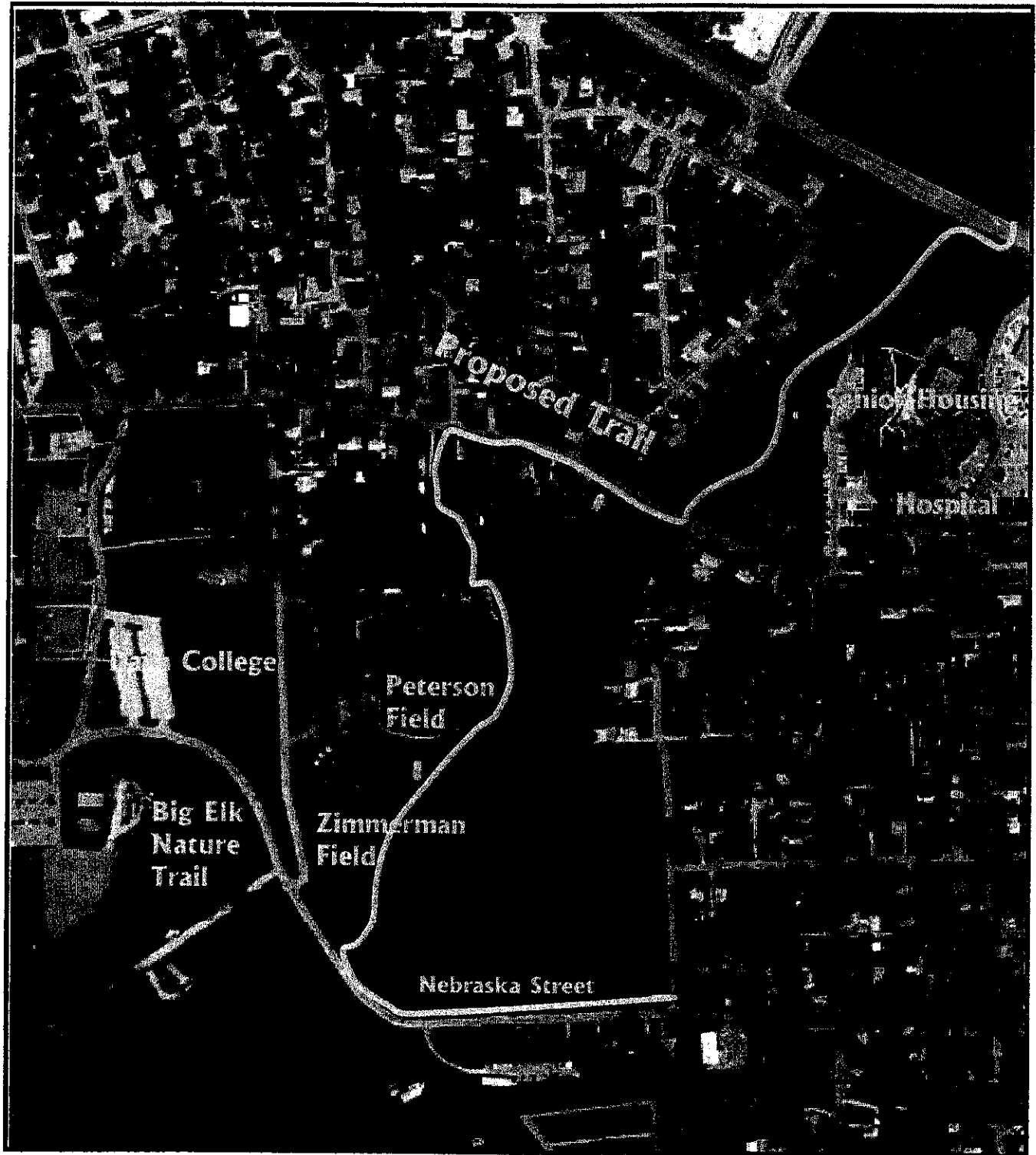
September 21, 2005  
RLC

**CONCRETE TRAIL IS 10-FEET WIDE.**  
**APPROXIMATELY 4,800-FEET CONCRETE TRAIL**

Item #	Item	Quantity	Unit	Unit Cost	Cost
1	Clearing and Grubbing	2.3	ACRE	\$3,500.00	\$ 8,050.00
2	Subgrade Preparation	6,400	SY	\$2.50	\$ 16,000.00
3	General Excavation	4,200	CY	\$6.50	\$ 27,300.00
4	Sidewalk Removals	3,000	SF	\$2.00	\$ 6,000.00
5	6" Concrete Trail	5,334	SY	\$30.00	\$ 160,020.00
6	Signage	34	EACH	\$200.00	\$ 6,800.00
7	Pavement Marking - Crosswalk	2	EACH	\$2,000.00	\$ 4,000.00
8	Build Retaining Wall at Box Culvert Crossing	60	CY	\$600.00	\$ 36,000.00
9	Bollards	15	EACH	\$200.00	\$ 3,000.00
10	Grind Curb	100	LF	\$6.00	\$ 600.00
11	Seeding Type "B"	1.2	ACRE	\$2,500.00	\$ 3,000.00
12	24" CMP	60	LF	\$60.00	\$ 3,600.00
13	Erosion Control	3,500	LF	\$2.50	\$ 8,750.00
14	Modular Block Retaining Walls	3,000	SF	\$25.00	\$ 75,000.00
15	Drainage Flume Crossing	1	LS	\$5,000.00	\$ 5,000.00
16	48" RCP	170	LF	\$120.00	\$ 20,400.00
17	Chain Link Fence (6-foot)	550	LF	\$30.00	\$ 16,500.00
<b>Subtotal Estimated Construction Cost</b>					<b>\$ 400,020.00</b>
Mobilization		1	LS	8% of Subtotal	\$ 32,002.00
<b>Estimated Total Probable Construction Cost</b>					<b>\$ 432,022.00</b>
<b>ENGINEERING COSTS</b>					
Preliminary Engineering (10%)					\$ 43,202.00
Construction Engineering/Contingency (14%)					\$ 60,483.00
NDOR Project Representative Costs (1%)					\$ 4,320.00
<b>Engineering Costs Total</b>					<b>\$ 108,005.00</b>
<b>TOTAL ESTIMATED PROJECT COSTS</b>					<b>\$ 540,027.00</b>
<b>FUNDING SOURCES</b>					
Applicant's Cash Match (20%)					\$ 108,005.00
Federal Funding (80%)					<b>\$ 432,022.00</b>

**Notes:**

1. Clearing and Grubbing quantity based on: (20 feet x trail length) divided by 43,560.
2. Seeding quantity based on: (20 feet - trail width) x trail length divided by 43,560.
3. Construction Engineering/Contingency includes 5% for contingencies.
4. Subgrade Preparation includes trail width plus 2-feet.
5. Constructing cast-in-place reinforced concrete retaining wall instead of extending existing box culvert.



TRAILS ASSISTANCE 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: 3-13-06
2. PROJECT NAME: Thunderway Trail
3. PROJECT SPONSOR: Winnebago Tribe of Nebraska  
(Address)  
Box 687, Winnebago, NE 68071
4. CONTACT PERSON: Dave Farley TITLE: Community Project Manager
5. TELEPHONE: (402) 846-5353
6. PROJECT LOCATION \*\*: See Attached
7. DESCRIPTION OF PROJECT \*\*: See Attached
8. TOTAL ESTIMATED COST: \$ 405,687.00
9. COST SHARE REQUEST: \$ 40,568.50
10. SIGNATURE/TITLE: Judi Meyer, Executive Director

\*\* Attach additional sheets as necessary.



# Ho-Chunk

Community Development Corporation

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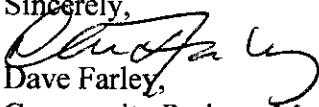
March 29, 2006

Gerry Bowen  
Papio-Missouri NRD  
8901 S. 154<sup>th</sup> Street  
Omaha, NE 68138

Dear Gerry:

I have enclosed our grant application, a copy of which was faxed to you yesterday. You will find that I have included two cover pages, one signed by Judi-Meyer (HCCDC Executive Director) and one signed by James Snow (Winnebago Tribe Vice-Chairman). The one signed by Judi is the one I faxed to you, because I didn't get the signature from the tribe in time to fax it. I have also attached a tribal resolution authorizing the application for funds, a copy of the award letter and NDOR grant, the application with costs and timeline and a location map. If there is anything else you might need, please contact me at the above number or by email at [dfarley@hochunkcdc.org](mailto:dfarley@hochunkcdc.org). Thank you for your consideration.

Sincerely,

  
Dave Farley,  
Community Projects Manager

MAR 30 2006



PROJECT LOCATION: The trail starts at the east side of US 77 across from the Heritage Store on the southern edge of the Village of Winnebago. It will run south for approximately 6 tenths of a mile within the DOR right-of-way along the highway to Jefferson Street, which intersects from the east. The trail turns off US 77 at Jefferson and runs on the north side of Jefferson about halfway, where it crosses to the south side of Jefferson at the lift station and runs along the remainder of Jefferson curving around onto what becomes Thunder Way. The trail runs along the western edge of Thunder Way, past the pond, where it will cross over Thunder Way and up the hill to the subdivision at the top of the hill. The entire distance is approximately 5,900 feet, or a little over a mile and one tenth. (See attached layout).

DESCRIPTION OF PROJECT: The Thunder Way Trail is part of Phase II of the Winnebago Master Trails Plan. The goal of the project is to construct a multi-use pedestrian/bicycle trail at the southern end of the Village of Winnebago to link up with the Heritage Store and the Village of Winnebago from the Thunder Way subdivision and Kelly Properties.

The 5,900 feet of trail will be composed of 5-inch thick by 8-foot wide cement. 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 other community features and provide several miles of safe pedestrian and bicycling facilities. This segment of trail was selected for construction because of the dangerous situation

when pedestrians walk along the busy highway shoulder from the subdivisions south of the Village to the Heritage Store and into the Village of Winnebago.

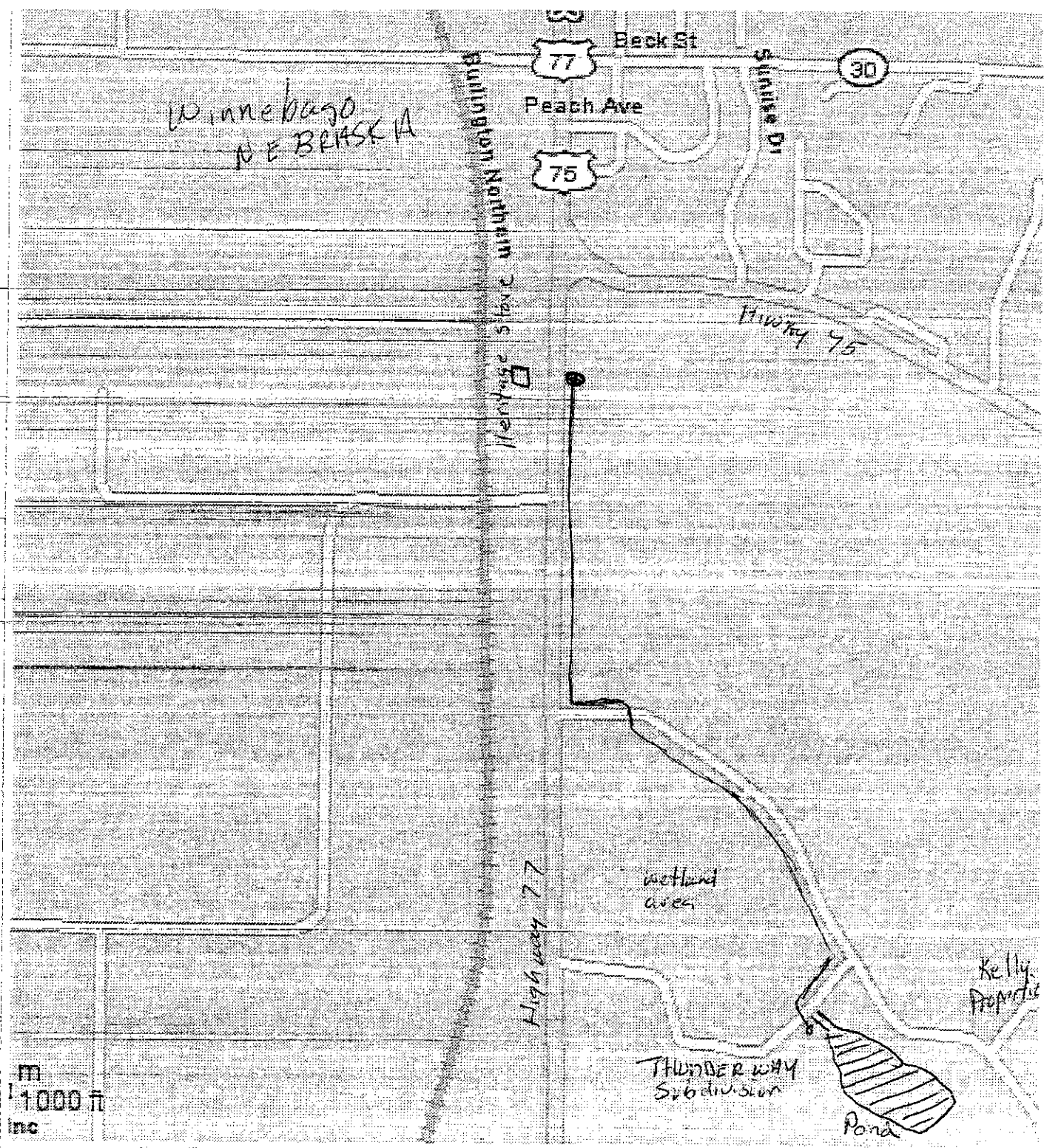
The scope of work will require two street crossings, silt control fencing, signs and seeding grass, and installing shrubs, and trees for landscaping. Approximately 3 acres of clearing and grubbing work will be needed and roughly 10,000 yards of earth work. The project requires 1.7 acres of seeding, 1,000 feet of silt fencing, 50 feet of culvert, 6,633 feet of sub grading, and 5,970 feet of paving and surface preparation.

<b>Implementation Schedule</b>	
<b>Activity</b>	<b>Month/Year</b>
Sign Consultant Contract for Plans and Specs.	May/06
Let for Construction	August/06
Sign Construction Contract	September/06
Begin Construction: staking, dirt work, sub-grading, grading.	September/06
Begin surface installation	October/06
Finish surface installation	April/06
Finish painting, sign installation, landscaping	May/06
As built plans submitted	June 06

## Winnebago Thunder Way Trail

CONSTRUCTION COSTS				
ITEM	Unit	Unit Cost	No. Req'd.	Total Cost
Clearing & Grubbing	ACRE	\$2,500.00	3	\$7,500
Large Tree Removal	EA	\$300.00	15	\$4,500
Earthwork	CY	\$5.50	10000	\$55,000
Seeding	ACRE	\$1,500.00	1.7	\$2,550
Silt Fence	LF	\$2.50	1000	\$2,500
24" RCP	LF	\$35.00	50	\$1,750
8' wide x 5970' long concrete trail	SY	\$30.00	5307	\$159,210
Subgrade Preparation	SY	\$3.00	6633	\$19,899
Pedestrian Bridge Structure	LF	\$1,200.00	30	\$36,000
Crosswalks	EA	\$500.00	2	\$1,000
Signage	EA	\$200.00	8	\$1,600
Trees	EA	\$200.00	25	\$5,000
Shrubs	EA	\$40.00	100	\$4,000
CONSTRUCTION COSTS SUBTOTAL				\$300,509
Mobilization @ 8%	LS		1	\$24,041
CONSTRUCTION COSTS TOTAL				\$324,550
ENGINEERING/ARCHITECTURE COSTS				
Preliminary Engineering/Architecture @	10%			\$32,455
Construction Engineering/Architecture @	14%			\$45,437
NDOR Project Representative Cost @	1%			\$3,245
ENGINEERING COSTS TOTAL				\$81,137
ENGINEERING + CONSTRUCTION COSTS				\$405,687
Less In-Kind Contribution				
TOTAL IN-KIND CONTRIBUTION				\$0.00
SUBTOTAL PROJECT COSTS:				\$405,687
TOTAL PROJECT COSTS:				\$405,687
FUNDING SOURCES				
Applicant Match @	20%			\$81,137
Federal Funding @	80%			\$324,550

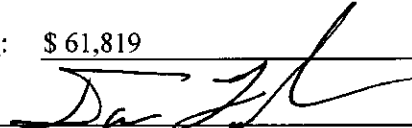
10/24/2005



= Trail location

TRAILS ASSISTANCE PROGRAM

APPLICATION FORM

1. DATE: 3/30/06
2. PROJECT NAME: Ralston Trail – Phase II (West); Ralston Trail – Phase II (East)
3. PROJECT SPONSOR: City of Ralston, NE  
(Address)  
5500 South 77<sup>th</sup> Street  
Ralston, NE 68127
4. CONTACT PERSON: Dan Freshman TITLE: Public Works Director
5. TELEPHONE: (402) 468-551 Ext 118
6. PROJECT LOCATION\*\*: See attached vicinity maps. Phase II (West) begins west of 84<sup>th</sup> Street and proceeds east along Ralston Creek to 78<sup>th</sup> Street. Phase II (East) begins at 72<sup>nd</sup> and Q Street and proceeds north along the west side of 72<sup>nd</sup> Street to the bridge at the Papio Creek.
7. DESCRIPTION OF PROJECT \*\*: The Phase II West and East projects will complete the Ralston Trail and will connect to the Metro Trail system at the Papio Creek. The trail will be 10' p.c.c. and the Phase II (West) will have one pedestrian bridge.
8. TOTAL ESTIMATED COST: \$ 618,189
9. COST SHARE REQUEST: \$ 61,819
10. SIGNATURE/TITLE:  Public Works Director

\*\* Attach additional sheets as necessary.



March 30, 2006

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

RE: Ralston Trail - Phase II (West) and Phase II (East)  
STPB-28(82) and STPB-28(84)  
Trails Assistance Program Application  
TSA Project No. 320071 & 320073

Dear Mr. Bowen:

The following documents are being submitted in accordance with the Trails Assistance Program for the two Ralston Trail Phase II projects noted above.

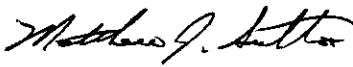
- Application Form 17.40A with
  - Location Maps
  - Transportation Enhancement Program application for Ralston Trail - Phase II dated September 29, 2003.
  - Transportation Enhancement Program application for Phase II – (East) dated September 27, 2004.
- Schedule
- Estimated total project cost
  - Cost summary and share calculation

For clarification, the Ralston Trail - Phase II application to the Transportation Enhancement Program initially included both the west and the east phase as a single project. At the request of the Transportation Enhancement Select Committee, this project was split into two separate projects, Phase II (West) and Phase II (East). Both projects were approved for funding. Construction has just started on the Phase II (West) project, while the Phase II (East) project is in the design phase with an anticipated construction completion date of Fall 2006.

Please direct any information regarding the Board's action on the application to Dan Freshman at the City of Ralston. If you have any questions please contact me at 402-431-6321.

Sincerely,

THE SCHEMMER ASSOCIATES INC.  
Architects - Engineers

  
Matthew J. Sutton, P.E.  
Civil Manager, Omaha

Enclosures

cc: Dan Freshman

**Architects  
Engineers**

1044 North 115th Street, Suite 300  
Omaha, Nebraska 68154-4436

402.493.4800  
fax 402.493.7951  
www.schemmer.com

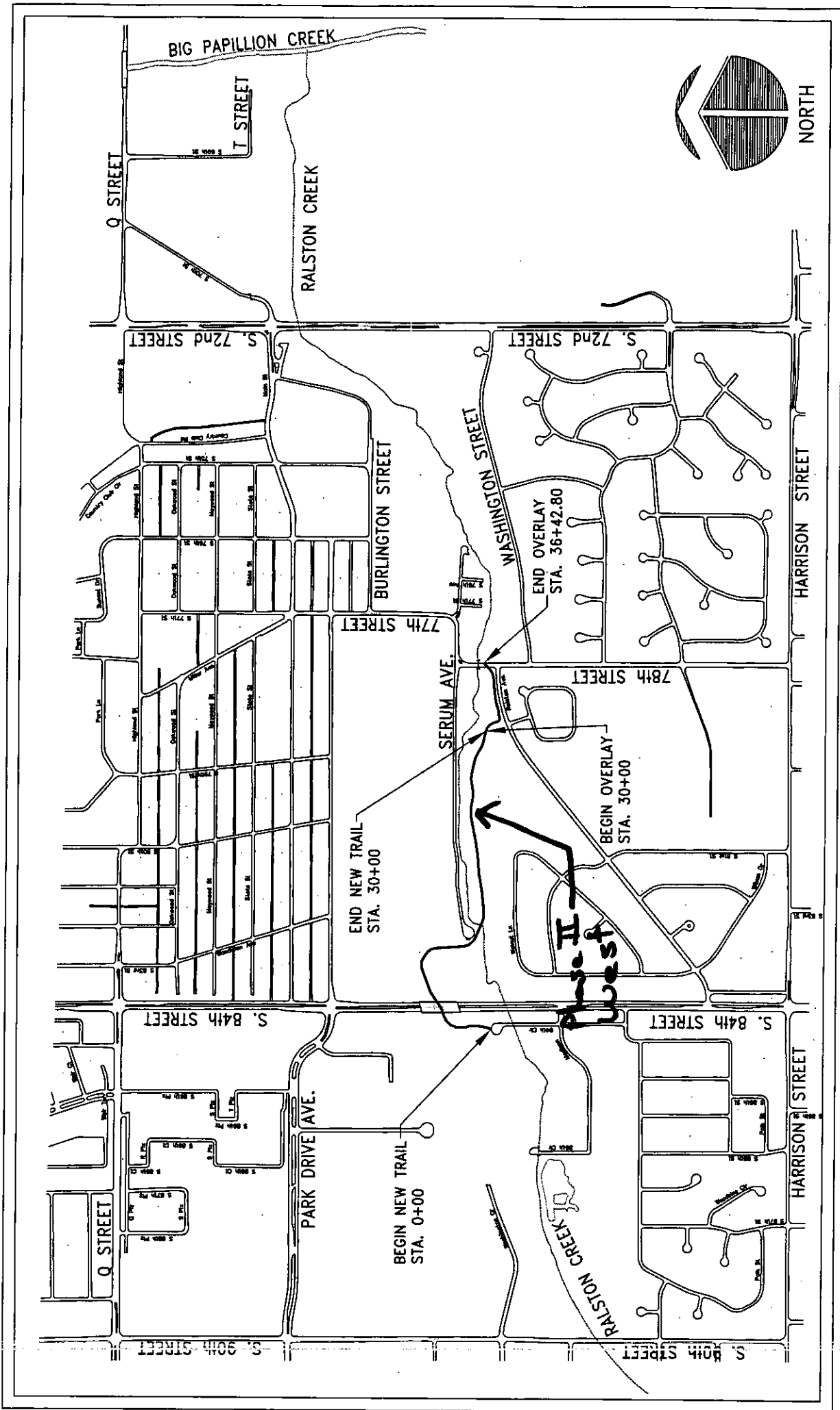
jlp/

*Employee Owned*

**RALSTON CONNECTOR TRAIL - PHASE II**  
**TSA PROJECT NO. 320071**  
**September 19, 2003**

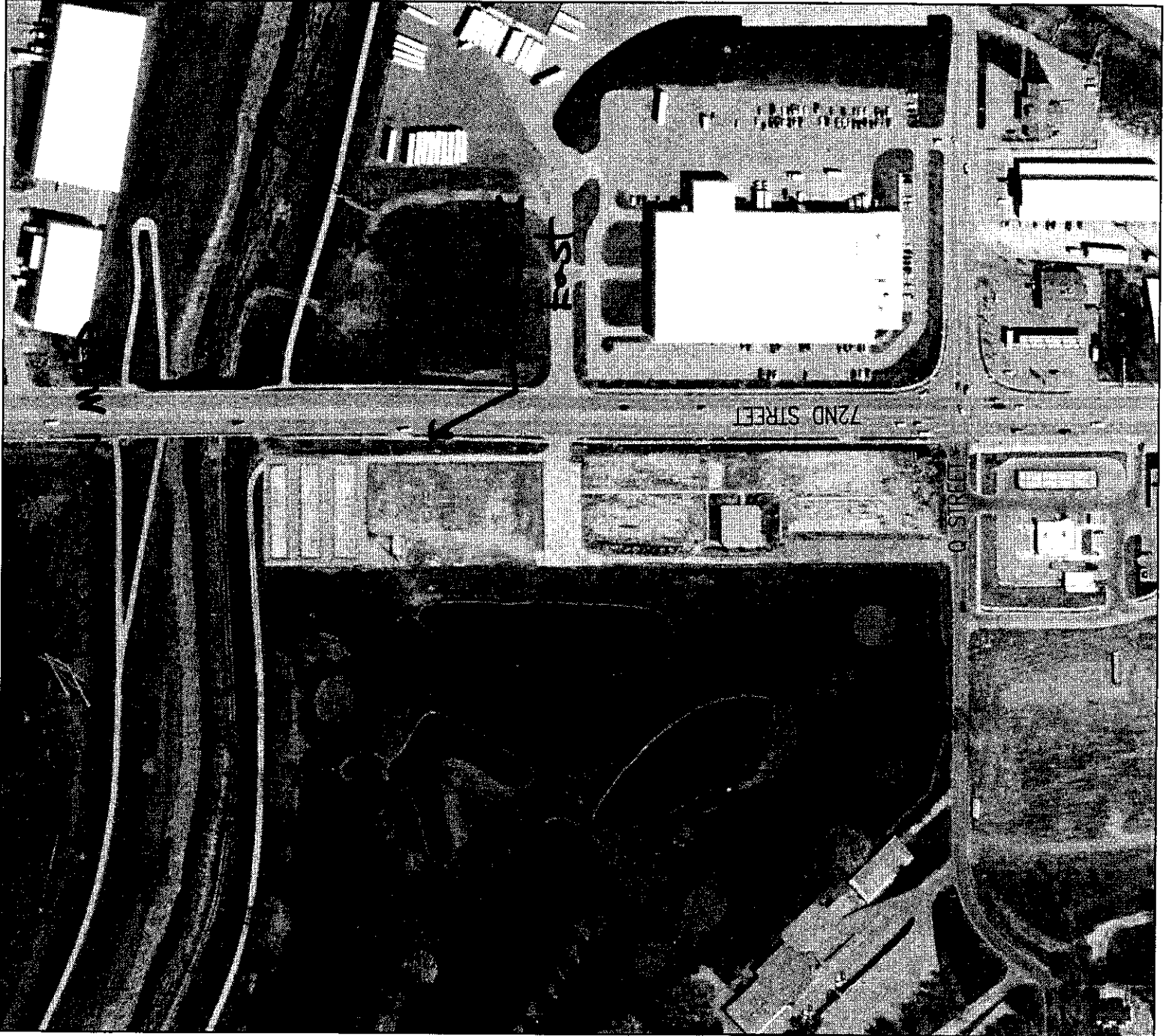
<b>CONSTRUCTION COSTS</b>					
Item No.	Description	Appr. Quantity	Unit	Unit Cost	Total Cost
1	Clearing and Grubbing	1.25	AC.	\$ 8,000.00	\$ 10,000.00
2	Tree Removal 9"-18"	36	Ea.	\$ 200.00	\$ 7,200.00
3	Tree Removal 18"-27"	10	Ea.	\$ 400.00	\$ 4,000.00
4	Tree Removal 27"-36"	2	Ea.	\$ 800.00	\$ 1,600.00
5	Sidewalk Removal	4,520	S.F.	\$ 1.00	\$ 4,520.00
6	Earthwork (Borrow)	7,200	C. Y.	\$ 6.00	\$ 43,200.00
7	Earthwork (Excavation)	1,800	C. Y.	\$ 6.00	\$ 10,800.00
8	Minor Earthwork	3,200	C. Y.	\$ 2.50	\$ 8,000.00
9	Subgrade Preparation	7,650	SY	\$ 2.50	\$ 19,125.00
10	6" PCC Bike Trail	5,220	S. Y.	\$ 33.00	\$ 172,260.00
11	Mill Curbing	60	L.F.	\$ 10.00	\$ 600.00
12	90-foot Bridge	1	Ea.	\$65,000.00	\$ 65,000.00
13	2 Stage Culvert w/ FES	1	Ea.	\$11,750.00	\$ 11,750.00
14	Landscape Plantings / Trees	1	Ea.	\$20,000.00	\$ 20,000.00
15	MSE Wall	1,900	S.F.	\$ 28.00	\$ 53,200.00
16	Signs	25	Ea.	\$ 200.00	\$ 5,000.00
17	Culvert - 72" RCP extension	1	L.S.	\$ 8,000.00	\$ 8,000.00
18	Seeding	4.0	AC.	\$ 1,650.00	\$ 6,600.00
19	Sodding	200	S. Y.	\$ 3.30	\$ 660.00
20	Erosion mat	700	S. Y.	\$ 4.50	\$ 3,150.00
21	Relocate Street Lights*	8	Ea.	\$ 1,500.00	\$ 12,000.00
22	Remove and Reset Chain-Link Fence	230	L.F.	\$ 12.30	\$ 2,829.00
23	Adjust Pull Box to Grade	10	Ea.	\$ 150.00	\$ 1,500.00
24	Adjust Manhole to Grade	3	Ea.	\$ 300.00	\$ 900.00
25	Modify Area Inlet	1	Ea.	\$ 1,000.00	\$ 1,000.00
26	A.C. Bike Trail	60	TON	\$ 50.00	\$ 3,000.00
Subtotal					\$ 475,894
Mobilization 8%					\$ 38,072
Estimated Total Construction Cost					\$ 513,966
<b>ENGINEERING COSTS</b>					
Preliminary Engineering:		10%			51,397
Construction Engineering/Contingency:		14%			71,955
Estimated Total Engineering Cost					123,352
<b>ESTIMATED TOTAL PROJECT COST</b>					<b>\$ 637,317</b>
<b>FUNDING SOURCES</b>					
Applicant's Cash Match					\$ 137,317
Federal Funding					\$ 500,000

# LOCATION MAP





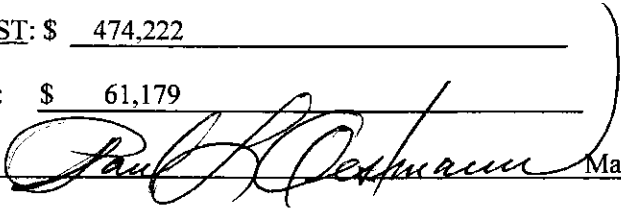
← 2



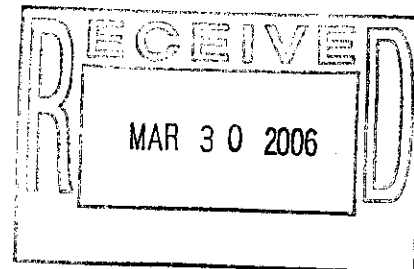
FORM 17.40 A

TRAILS ASSISTANCE PROGRAM

APPLICATION FORM

1. DATE: 3/28/06
2. PROJECT NAME: Fort Calhoun Trail
3. PROJECT SPONSOR: City of Fort Calhoun, NE  
(Address)  
110 South 14<sup>th</sup> Street  
Fort Calhoun, NE 68023
4. CONTACT PERSON: David Genoways TITLE: President City Council
5. TELEPHONE: (402) 468-551 Ext 118
6. PROJECT LOCATION\*\*: See attached vicinity maps and Master Plan. Beginning @ U.S. Highway 75  
and Washington St. easterly to Fort Atkinson and lies primarily within the City limits
7. DESCRIPTION OF PROJECT \*\*: The 3,300 lineal foot 10' P.C.C. trail includes 140' x 10'  
Pedestrian bridge, will serve as a direct connection for U.S. Highway 75 travelers to Fort Atkinson and  
County Road 34 to Boyer Chute.
8. TOTAL ESTIMATED COST: \$ 474,222
9. COST SHARE REQUEST: \$ 61,179
10. SIGNATURE/TITLE:  Mayor

\*\* Attach additional sheets as necessary.



March 29, 2006

Mr. Gerry Bowen  
Papio-Missouri River Natural Resources District  
8901 South 154<sup>th</sup> Street  
Omaha, NE 68138-3621

RE: Fort Calhoun Trail STPB-84(21)  
Trails Assistance Program Application  
TSA Project No. 03453.030

Dear Mr. Bowen:

The following documents are being submitted in accordance with the Districts Trails Assistance Program.

- Application Form 17.40A with
  - Vicinity Maps
  - Transportation Enhancement Program Application dated October 2, 2003
  - NDOR Funding approval letter dated August 6, 2004
- 90% Construction Cost Estimate
- Schedule
- Fort Calhoun Trails Master Plan
- Estimated Total Project Cost
  - Costs summary and Share Calculation

The Mayor and City Council appreciates your assistance and the Board consideration.

Kindly notify Mayor Oestmann and the City directly regarding the Boards action concerning the application. If you have questions or need additional information feel free to contact either Matt Sutton or me.

Sincerely,

THE SCHEMMER ASSOCIATES INC.  
Architects – Engineers

Ronald J. Woracek  
Principal

cc: Mayor Oestmann  
Matt Sutton  
David Genoways

jl:P/

*Employee Owned*

**Architects  
Engineers**

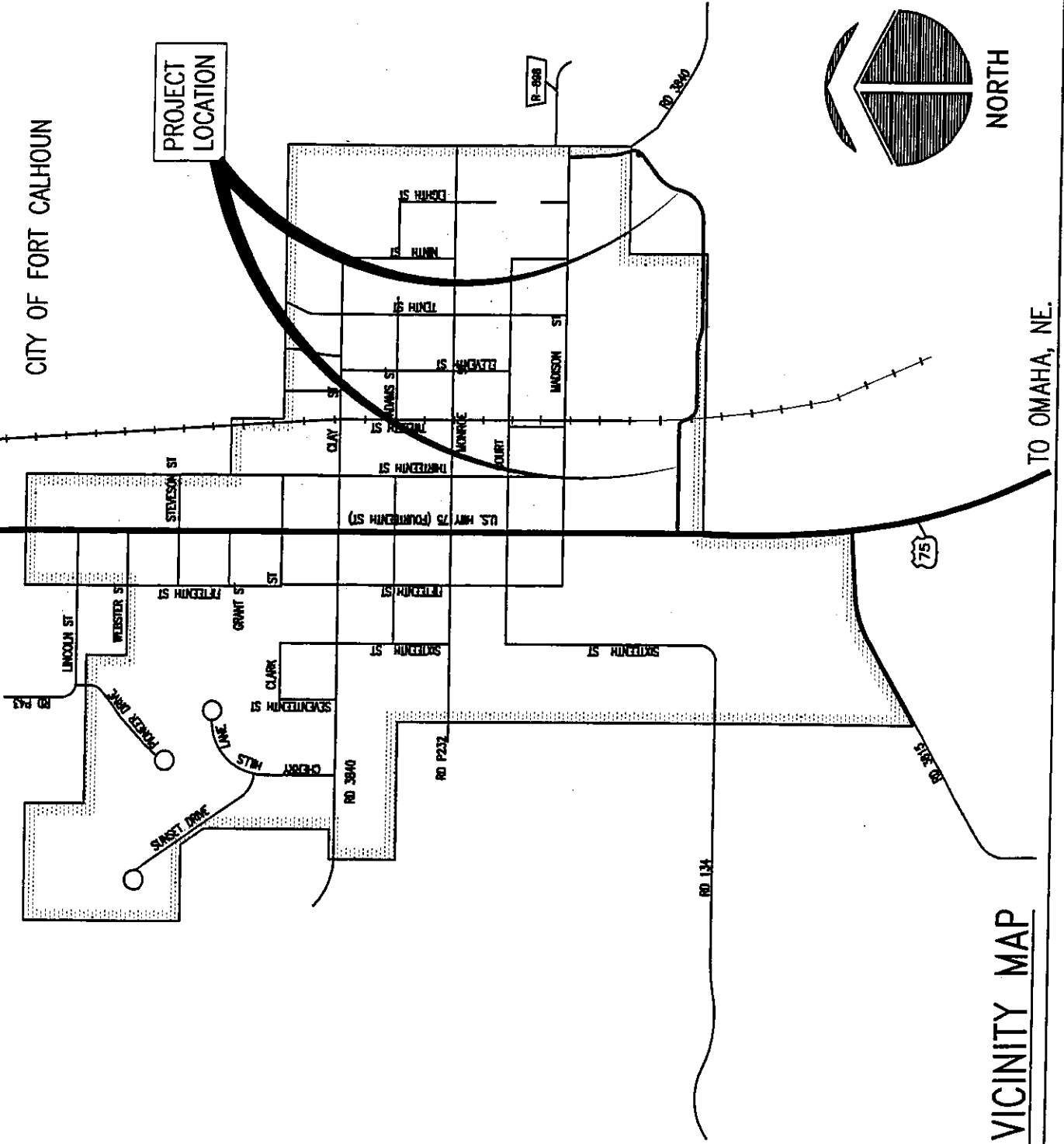
1044 North 115th Street, Suite 300  
Omaha, Nebraska 68154-4436  
tel 402.493.4800  
fax 402.493.7951  
www.schemmer.com

Estimated Total Project Cost  
Fort Calhoun Trail  
Costs Summary and Share Calculation  
TSA Project No. 03453.030  
March 28, 2006

Current Construction Cost Estimate 90%	\$371,125.50
TSA Design	\$42,122.71
TSA Consturction	\$44,535.06
NDOR Soft Costs Design	\$3,519.00
NDOR Soft Costs Construction	\$3,710.00
Thiele Geotech	\$3,000.00
Hayes Environmental	\$2,500.00
Thiele Geotech Construction	<u>\$3,710.00</u>
subtotal	\$474,222.27
Federal Enhancemenet Funds	\$351,864.00
Local Share	\$122,358.00
P-MRNRD Participation	\$61,179.00

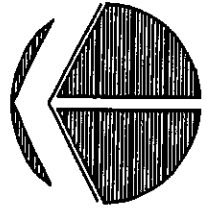
TO BLAIR, NE.

75



CITY OF FORT CALHOUN

PROJECT  
LOCATION

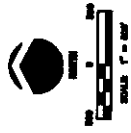


NORTH

TO OMAHA, NE.

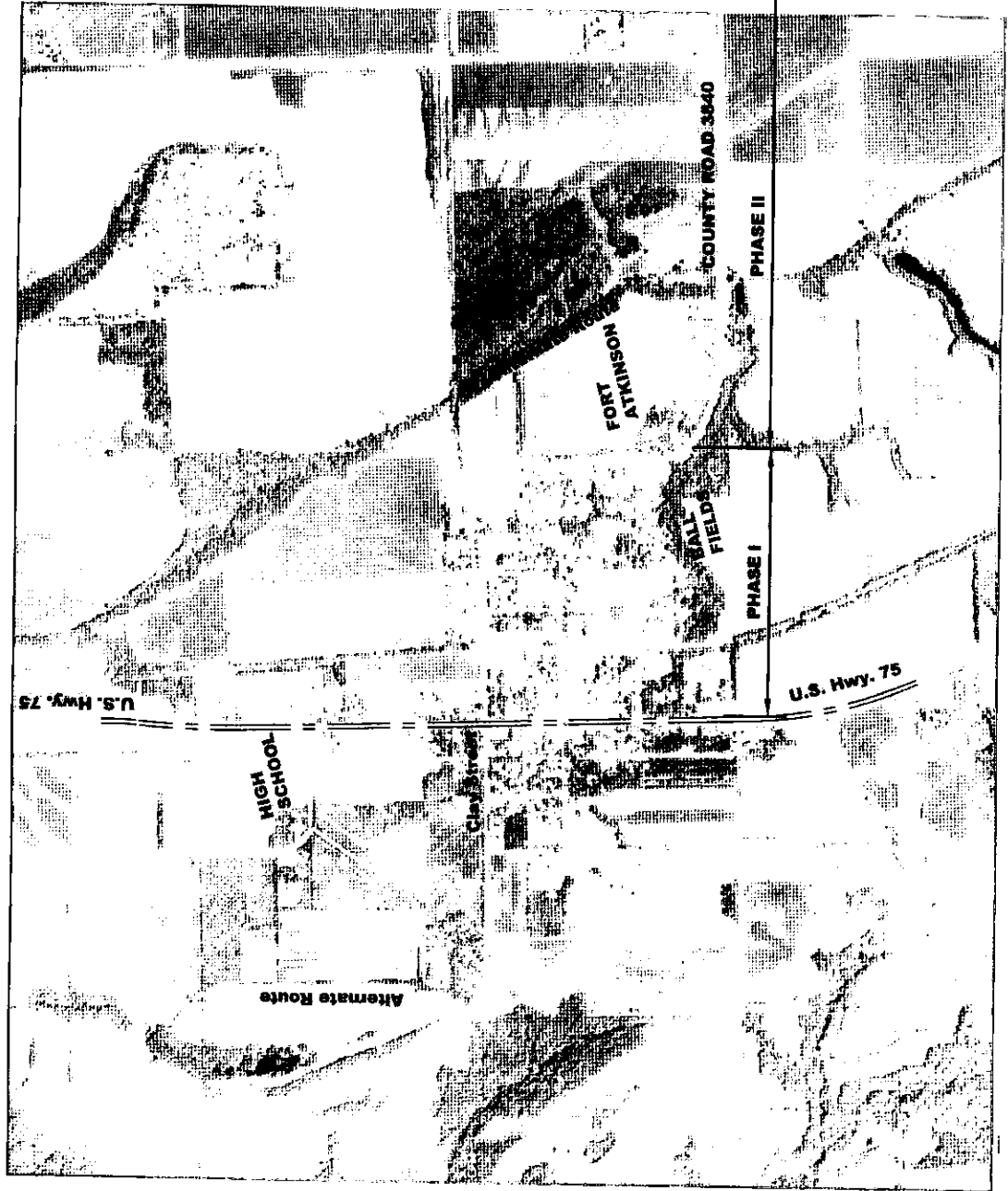
VICINITY MAP

# FORT CALHOUN BIKE PATH MASTER PLAN



## LEGEND:

- HIGHWAY SHOULDER
- SHARED ROADWAY
- BIKE PATH



**SCS&M**  
Soils & Surveying, Inc.

MAR 27 2006



**URBAN DRAINAGEWAY PROGRAM**

**SPECIAL PROJECT REQUEST APPLICATION**

1. DATE: March 15, 2006

2. PROJECT NAME City of Elkhorn Chapel Hill Drainageway Improvements

3. PROJECT SPONSOR: City of Elkhorn

ADDRESS: 401 Glenn Street

P.O Box 386

Elkhorn, NE 68022

4. CONTACT PERSON: Donald B. Eikmeier

TITLE: City Administrator

5. TELEPHONE: 402-289-2678

**6. PROJECT LOCATION:**

Chapel Hill Park - Neighborhood Park located between Leavenworth and Pacific Streets and Chapel Hill Drive and 217th Street.

**7. DESCRIPTION OF PROBLEM:**

Creek bordering the east side of the park serves as storm sewer outlet for the majority of the Chapel Hill residential subdivision. Erosion is occurring during storm events that is impacting abutting backyards of residents.

**8. PROPOSED SOLUTION:**

Proposed improvements is to straighten and stabilize the stream bed to reduce furthering the erosion on to private property. Two phases are proposed to complete these improvements: the first phase will address the area immediately being damaged; the second phase will continue the improvements south to the end of the park.

9. TOTAL ESTIMATED COST: \$ Phase 1: \$89,235.00 Phase 2: \$67,140.00

10. COST SHARE REQUESTED: \$ Phase 1: \$53,541.00 Phase 2: \$40,284.00

11. SIGNATURE/TITLE:

*Phillip E. Klein - Mayor*

**OPINIONS OF COST**  
**2006 Chapel Hill Park**  
**Creek and Drairage Improvements**  
**JEO PROJECT NO. 266d15**  
**March 21, 2006**

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
<b>Phase 1 - Channel Re-alignment</b>					
1.	1	LS	Mobilization (8% of Constr)	\$4,790.00	\$4,790.00
2.	1	LS	Clearing and Grubbing	\$2,500.00	\$2,500.00
3.	1260	CY	Excavation of new channel	\$4.00	\$5,040.00
4.	1260	CY	Fill of Existing Channel	\$6.00	\$7,560.00
5.	168	Lin Ft	Grading of Drairage Swale	\$5.00	\$840.00
6.	4	Lin Ft	Grind Existing Curb	\$5.00	\$20.00
7.	1550	SY	Erosion Control Matting	\$2.00	\$3,100.00
8.	2500	SF	Geoweb for channel base	\$5.50	\$13,750.00
9.	1000	LF	Silt Fence	\$2.50	\$2,500.00
10.	40	TON	Rock Riprap	\$25.00	\$1,000.00
11.	1	AC	Seeding	\$2,500.00	\$2,500.00
12.	91	Lin Ft	Block Wall Removal	\$15.00	\$1,365.00
13.	1	Each	Remove Pedestrian Bridge	\$1,500.00	\$1,500.00
14.	8	Each	Large Tree Removal	\$250.00	\$2,000.00
15.	17	Each	Deciduous Trees	\$400.00	\$6,800.00
16.	8	Each	Coniferous Trees	\$300.00	\$2,400.00
17.	20	Each	Shrubs	\$75.00	\$1,500.00
18.	40	Each	Plants	\$50.00	\$2,000.00
19.	100	TON	Mulch	\$35.00	\$3,500.00
<b>TOTAL PHASE 1</b>					\$64,665.00
<i>Contingencies (15%) =</i>					\$9,700.00
<i>Engineering(deisgn and construction) =</i>					\$14,870.00
<b>TOTAL FOR PROJECT, Phase 1</b>					<b>\$89,235.00</b>
<b>60% NRD Cost Share on Phase 1</b>					<b>\$53,541.00</b>
<b>40% Local Share on Phase 1</b>					<b>\$35,694.00</b>

This estimate is based on an estimated improvement length of 474 feet.  
The proposed channel is 4 feet deep, has a 5 foot flat bottom and 3:1 sideslopes.  
The riprap will be used at the outlet of the existing stormsewer pipe in a "plunge pool"  
The geoweb will stabilize the bottom of the channel and will allow vegetation to grow.  
The matting will be placed on the side slopes of the channel only.  
New trees are for anticipated mitigation of removed trees on 404 Permit Application  
Shrubs, plants and mulch used for buffer on channel required under 404 permit  
Drainage swale is used to mitigate reduced length of new channel



**OPINIONS OF COST**  
**2007 or 2008 Chapel Hill Park**  
**Creek and Drainage Improvements**  
**JEO PROJECT NO. 266d15**  
**March 21, 2006**

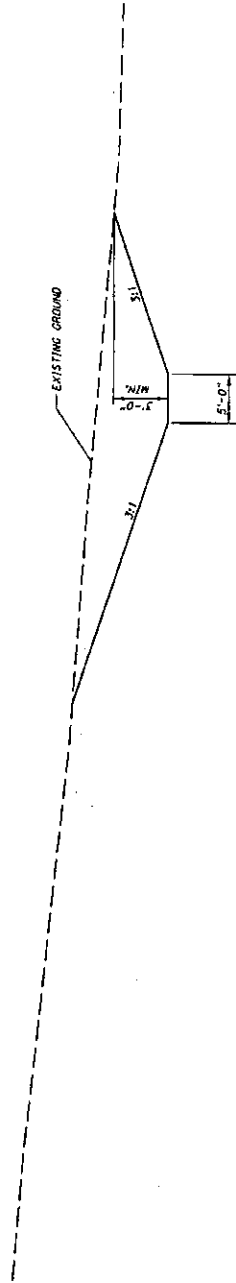
ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
<b>Phase 2 - Channel Clean-out</b>					
1.	1	LS	Mobilization (8% of Constr)	\$3,600.00	\$3,600.00
2.	1	LS	Clearing and Grubbing	\$2,500.00	\$2,500.00
3.	1200	CY	Excavation of new channel	\$4.00	\$4,800.00
4.	1500	SY	Erosion Control Matting	\$2.00	\$3,000.00
5.	2500	SF	Geoweb for channel base	\$5.50	\$13,750.00
6.	1000	LF	Silt Fence	\$2.50	\$2,500.00
7.	80	TON	Rock Riprap	\$25.00	\$2,000.00
8.	1	AC	Seeding	\$2,500.00	\$2,500.00
9.	6	Each	Large Tree Removal	\$250.00	\$1,500.00
10.	10	Each	Deciduous Trees	\$400.00	\$4,000.00
11.	5	Each	Coniferous Trees	\$300.00	\$1,500.00
12.	20	Each	Shrubs	\$75.00	\$1,500.00
13.	40	Each	Plants	\$50.00	\$2,000.00
14.	100	TON	Mulch	\$35.00	\$3,500.00
<b>TOTAL PHASE 2</b>					<b>\$48,650.00</b>
<i>Contingencies (15%) =</i>					<b>\$7,300.00</b>
<i>Engineering(design and construction) =</i>					<b>\$11,190.00</b>
<b>TOTAL FOR PROJECT, Phase 2</b>					<b>\$67,140.00</b>
<b>60% NRD Cost Share on Phase 2</b>					<b>\$40,284.00</b>
<b>40% Local Share on Phase 2</b>					<b>\$26,856.00</b>

This estimate is based on an estimated improvement length of 490 feet.  
The proposed channel is 4 feet deep, has a 5 foot flat bottom and 3:1 sideslopes.  
The riprap will be used at the outlet of the existing stormsewer pipes  
The geoweb will stabilize the bottom of the channel and will allow vegetation to grow.  
The matting will be placed on the side slopes of the channel only.  
New trees are for anticipated mitigation of removed trees on 404 Permit Application  
Shrubs, plants and mulch used for buffer on channel required under 404 permit

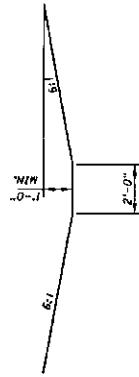
DATE	2/2/06
BY	JEO
CHECKED BY	JEO
PROJECT NO.	0501
PROJECT NAME	CHAPEL HILL PARK DRAINAGE IMPROVEMENTS
PROJECT LOCATION	ELKHORN, NEBRASKA
PROJECT OWNER	ELKHORN CITY
PROJECT ENGINEER	JEO
PROJECT SURVEYOR	JEO
PROJECT DRAFTER	JEO
PROJECT CHECKER	JEO
PROJECT APPROVER	JEO
PROJECT DATE	2/2/06
PROJECT SCALE	AS SHOWN
PROJECT SHEET	0501
PROJECT TOTAL SHEETS	0501



# TYPICAL CROSS SECTION



CHANNEL CROSS SECTION  
STA. 201+39.87 TO STA. 206+14.08



DRAINAGE SWALE SECTION  
STA. TO STA.



**URBAN DRAINAGEWAY PROGRAM****SPECIAL PROJECT REQUEST APPLICATION**

**1. DATE:** March 13, 2006

**2. PROJECT NAME** La Vista Falls Golf Course Drainageway Stabilization

**3. PROJECT SPONSOR:** City of La Vista

**ADDRESS:** 8116 Park View Blvd.  
La Vista, NE 68128

**4. CONTACT PERSON:** Joe Soucie

**TITLE:** Public Works Director

**5. TELEPHONE:** 402-331-8927

**6. PROJECT LOCATION:**

Approximately 300 feet south of the intersection of 84th Street and Park View Blvd. on the east side of 84th Street in the N.W. corner of La Vista Falls Golf Course.

**7. DESCRIPTION OF PROBLEM:**

Channel degradation and bank erosion threatening both public and private property.

**8. PROPOSED SOLUTION:**

Channel shaping and lining. Channel lining material to include opportunity for re-vegetation.

**9. TOTAL ESTIMATED COST:** \$ 150,000

**10. COST SHARE REQUESTED:** \$ 84,000

**11. SIGNATURE/TITLE:**

Joe Soucie Public Works Director

NW Corner of Golf Course  
 South Side of Sinclair Station  
 Drainageway Stabilization

TDD 171-320  
 31Jan. 06

ITEM	DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	Clear & Grub	1	LS	8000 /LS	\$ 8,000.00
2	Remove & Replace Topsoil	600	CY	\$ 2.50 /CY	\$ 1,500.00
3	Channel Grading	600	CY	\$ 6.00 /CY	\$ 3,600.00
4	Articulated Conc. Blk. Lining	6,000	SF	\$ 15.00 /SF	\$ 90,000.00
5	Woven Geotextile Fabric	700	SY	\$ 2.00 /SY	\$ 1,400.00
6	Crushed Rock Bedding	150	TN	\$ 22.00 /TN	\$ 3,300.00
7	Energy Dissipation Elements	1	LS	\$ 3,500.00 /LS	\$ 3,500.00
8	Remove Rip Rap	1	LS	\$ 2,000.00 /LS	\$ 2,000.00
9	Remove & Reset Storm Sr. Outlet	1	LS	\$ 3,000.00 /LS	\$ 3,000.00 *
10	Plantings in Lining Cells	1	LS	\$ 1,000.00 /LS	\$ 1,000.00
11	Reseeding Disturbed Areas	0.5	AC	\$ 2,500.00 /AC	\$ 1,250.00
12	Const. 84" Storm Manhole	1	EA	\$ 2,500.00 /EA	\$ 2,500.00 *
13	Const. 48" Storm Sewer	20	LF	\$ 100.00 /LF	\$ 2,000.00 *
14	Mobilize/Demobilize Crane	1	LS	\$ 5,000.00 /LS	\$ 5,000.00

ESTIMATED TOTAL CONSTRUCTION COSTS	\$ 120,050.00
CONTINGENCY, 10%	\$ 12,005.00
ENGINEERING, 15%	\$ 18,007.50
ESTIMATED TOTAL PROJECT COSTS	\$ 150,062.50

ROUNDED OFF, USE: \$150,000

\* Items that pertain to enclosed storm sewer which are not eligible, total approximately \$10,000.

ESTIMATED TOTAL GRANT ELIGIBLE	\$140,000
FUNDING LIMITS ARE 60% URBAN DRAINAGEWAY PROGRAM	
NRD Share	\$84,000
City Share	\$66,000

STREET

CONCRETE WALK

84TH

LA VISTA FALLS GOLF COURSE

MAIN SPRINKLER  
LINE

BUILDING  
WELL  
INTAKE PIPE

CONCRETE  
PVC DISCHARGE  
PIPE

CONSTRUCT 25 L.F. OF 48"  
STORM SEWER EXTENSION

CONSTRUCT OPEN CELL  
ARTICULATED CONCRETE  
BLOCK CHANNEL LINING  
UPSTREAM OF CHANNEL

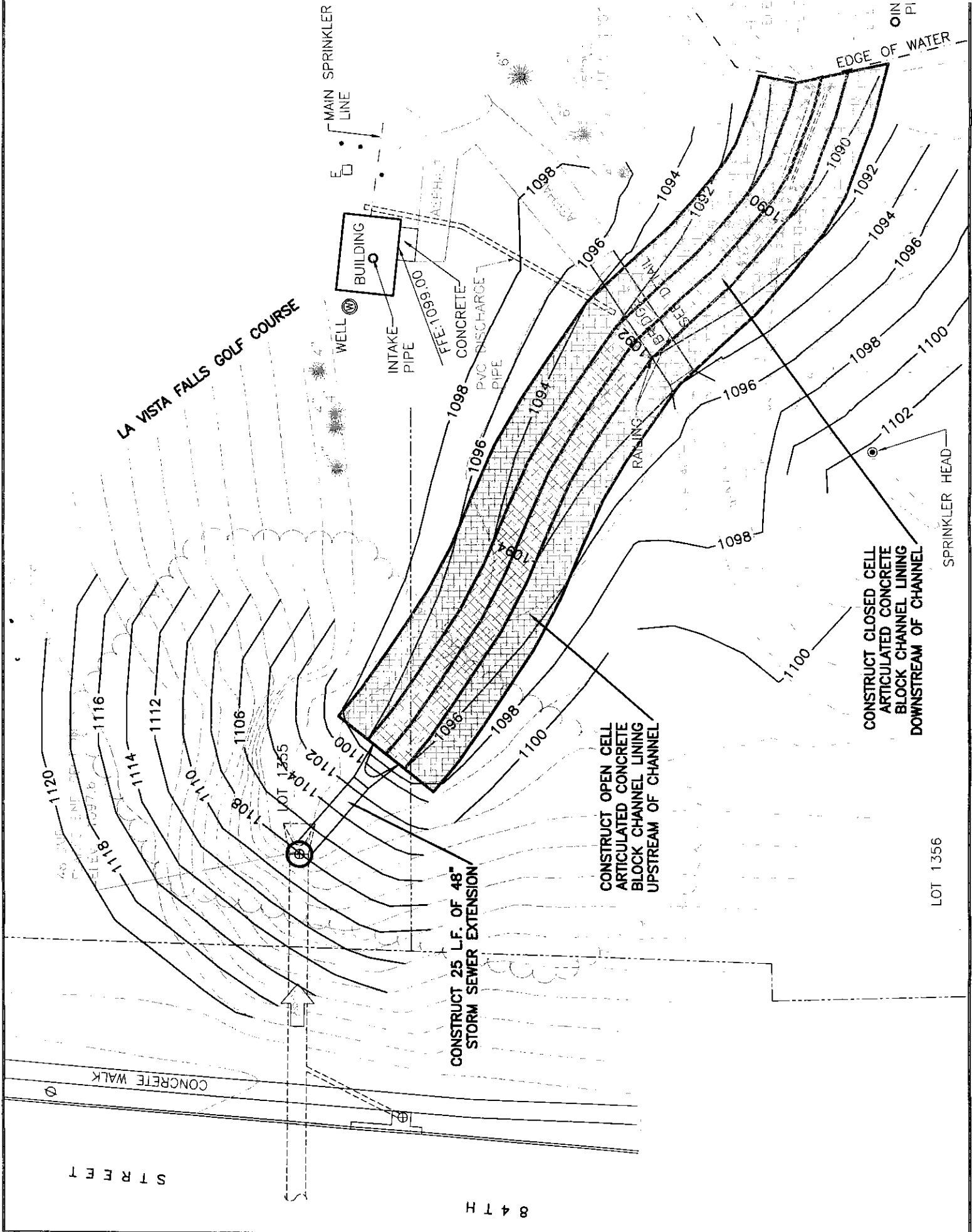
CONSTRUCT CLOSED CELL  
ARTICULATED CONCRETE  
BLOCK CHANNEL LINING  
DOWNSTREAM OF CHANNEL

LOT 1356

SPRINKLER HEAD

EDGE OF WATER

0 IN PI



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: February 28, 2006.
  2. Project Name: Smith Property Detention Cells
  3. Project Sponsor: City of Fort Calhoun  
Address: 110 South 14th Street  
City/State/Zip Fort Calhoun, Nebraska 68023
  4. Contact Person: Matt Sutton Title: Project Manager | Civil Engineer
  5. Telephone: 402-493-4800
  6. Project Location: See attached Exhibit "A" and Figure 3  
SE 1/4 of SW 1/4 Sec. 11, T17N, R12E of the 6th PM Washington County, NE
  7. Description of Problem: \* See attached
  8. Proposed Solution: \* See attached
  9. Total Estimated Cost: \$148,200.
  10. Cost Share Request: \$88,920.
  11. Signature/Title: *Paul R. Desjardins, Mayor*
- Attach additional sheets as necessary.

MAR 7 2006



**Fort Calhoun  
Smith Farm Detention Cells  
Papio-Missouri River NRD  
Urban Drainageway Program  
February 28, 2006**

7. The City's existing storm drainage system and 100-year overland flow path is inadequate to handle the existing upland watershed runoff. The existing condition of the watershed west of the urban development is fallow farm land. The farm previously had conservation practices applied to the steep terrain in order to crop the hillsides. In recent years the conservation measures have not been maintained. The existing conservation ponds installed by the property owner to control runoff and erosion have silted in and/or been breached. During the occurrence of the 10 year flood event, the parking lot NW of Hwy 75 and Courts Street is overtopped. Historically flooding in the City Park west of 15<sup>th</sup> Street, overtopped 15<sup>th</sup> Street and traveled northeasterly. This flood path caused flooding of buildings SW of Hwy 75 and Monroe Street and City Hall.
8. Replace and formalize the soil conservation measures (terraces and ponds) by constructing City owned and maintained detention structures. The cells will be designed to control the release rate for the ultimate watershed runoff to match the downstream systems capacity. See attached Exhibit "B".

ORDER OF MAGNITUDE  
SMITH FARM DETENTION CELLS  
CITY OF FORT CALHOUN, NEBRASKA  
TSA PROJECT NO. 345301  
March 31, 2006

DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
CLEARING AND GRUBBING	JOB	LS	\$6,000.00	\$6,000.00
EARTHWORK	8000	C.Y.	\$2.00	\$16,000.00
STRIPPING 1,600 X 2	3200	C.Y.	\$1.20	\$3,840.00
18" RCP	30	L.F.	\$28.00	\$840.00
36" RCP	60	L.F.	\$80.00	\$4,800.00
48" RCP	80	L.F.	\$110.00	\$8,800.00
INTAKE STRUCTURE	1	EA	\$3,000.00	\$3,000.00
IMPROVED INLET	1	EA	\$15,000.00	\$15,000.00
OUTLET TREATMENT EAST CELL	JOB	L.S.	\$6,000.00	\$6,000.00
SURFACE INLET	2	EA	\$3,000.00	\$6,000.00
TRICKLE PIPE EAST CELL	320	L.F.	\$25.00	\$8,000.00
WEST CELL	300	L.F.	\$20.00	\$6,000.00
RCP MANHOLE	10	V.F.	\$400.00	\$4,000.00
24" RCP	30	L.F.	\$40.00	\$1,200.00
24" RCP FES	1	EA	\$500.00	\$500.00
36" RCP FES	1	EA	\$600.00	\$600.00
OUTLET TREATMENT WEST CELL	JOB	L.S.	\$4,000.00	\$4,000.00
SEEDING EROSION CONTROL	JOB	L.S.	\$6,000.00	\$6,000.00
SUBTOTAL				\$100,580.00
CONTINGENCY 15%				\$15,120.00
ESTIMATED TOTAL CONSTRUCTION COST				\$115,700.00
GEOTECH INVEST & REPORT				\$2,500.00
TOPOGRAPHIC SURVEY				\$3,500.00
ENGINEERING DESIGN AND BUILDING				\$12,000.00
CONSTRUCTION PHASE				\$12,000.00
ADMINISTRATION				\$2,500.00
SUBTOTAL SOFT COST				<u>\$32,500.00</u>
ESTIMATED TOTAL PROJECT COST				\$148,200.00



NEBRASKA

**Architects Engineers**[illegible]



URBAN DRAINAGEWAY PROGRAM

SPECIAL PROJECT REQUEST APPLICATION

1. DATE: March 14, 2006

2. PROJECT NAME: East Macy Drainage - Phase III

3. PROJECT SPONSOR: Omaha Tribe of Nebraska

ADDRESS: P. O. Box 368  
Macy, NE 68039-0368

4. CONTACT PERSON: Jerry Henscheid

TITLE: Public Works Director

5. TELEPHONE: 402-846-5616

6. PROJECT LOCATION: West of Sunrise Drive and east of Skunk Hollow in Macy, NE.

See location map (Attachment Ore)

7. DESCRIPTION OF PROBLEM:

Problem #1 - Head cutting of an existing drainageway at entrance to Blackbird Creek.

Problem #2 - Runoff from a developed hillside is draining onto residential property causing sheet flooding. (See attached)

8. PROPOSED SOLUTION:

See attached schematic design and discussion

9. TOTAL ESTIMATED COST: \$ 249,015.25

10. COST SHARE REQUESTED: \$ 149,409.15

11. SIGNATURE/TITLE: *Wanda B. B. B.*

FORM 17.17

MAR 16 2006



March 13, 2006

Gerry Bowen  
Natural Resources Planner  
Papio-Missouri River Natural Resources District  
8901 South 154<sup>th</sup> Street  
Omaha, NE 68138-3621

RE: Macy, Nebraska

Dear Mr. Bowen:

Enclosed for your consideration is our Special Project Request Application (Form 17.17) and the supporting documents for the requested funding. This Application addresses two existing problems of the community of Macy, Nebraska as follows:

- 1) Project One: Head cutting at the discharge of the east drainage ditch to Blackbird Creek. This issue is recognized in the NRCS Trip Report – Blackbird Creek Watershed, Omaha Indian Reservation, Thurston County, Nebraska.
- 2) Project Two: Sheet flooding of the Sunrise Drive residential neighborhood.

This Application includes the following documents:

Attachment One – Location Map  
Attachment Two – Photos of Head cutting  
Attachment Three – Photos of Head cutting  
Attachment Four – Spillway Structure Schematic Drawing  
Attachment Five – NRCS Trip Report Page 11  
Attachment Six – Project Two Schematic Drawing – Sunrise Drive

**Project One – Head Cutting of the East Drainage Ditch**

The head cutting of the existing East Drainage Ditch was identified on page 11 of the NRCS – “Trip Report Blackbird Creek Watershed Omaha Indian Reservation Thurston County, Nebraska, (a copy of the page 11 is attached).

The East Drainage Ditch is a previous NRD funded drainage ditch that serves the southeastern portion of Macy and is instrumental to the ongoing NRD and CDBG funded drainage improvements.

As discussed in the NRCS Trip report, the additional drainage directed to the existing East Drainage ditch will increase the head cutting. We are proposing in Project One to use rip-rap to protect the spillway and regrade the head cutting because of the capacity required.

**Problem:**

The limited drainage to the existing east Macy drainage ditch is causing erosion of the ditch bottom and instability of the sidewalls as the ditch drops into the Blackbird Creek basin (see Attachment One – Location Map). Attachments Two and Three are photographs of the conditions observed in February, 2006.

The NRCS conducted a Blackbird Creek Watershed tour with the team members consisting of Water Resources Planning and Engineering staff from their Nebraska State Office, and Service Center staff from Walthill and Omaha. The field tour was conducted on September 8, 2005 and identified the Project One Head Cutting on page 11 of their report (See Attachment Five).

The ongoing drainage projects in Macy are expected to increase the flow in the existing drainage ditch to in excess of 120 cfs. The increased flow is expected to increase the erosion and slope instability at the rim of the Blackbird Creek channel.

The existing condition is causing transfer of sediment directly to Blackbird Creek, channel instability, and a public hazard from the high sharp drop-offs.

**Solution:**

Attachment Four provides a schematic drawing of the proposed spillway to be constructed and lined with rip rap. The spillway will be graded to a slope of three to one (3:1), from the forty foot drop into the Blackbird Creek. The spillway bottom and lower sidewalls would be lined with rip rap with the upper sidewalls (above anticipated water level) protected with erosion control mat with seeding. To minimize erosion damage until the seeding is established erosion control mat and silt fence would be installed. All side slopes and spillway bottom slopes would be graded to provide a three horizontal to one vertical slope (3:1). The estimated cost of Project One is as follows:

**Opinion of Estimated Costs**  
**Problem No. One - Drainage Ditch Head Cutting at**  
**Blackbird Creek**  
**Macy, NE**

<u>Description</u>	<u>Quantity</u>		<u>Unit</u> <u>Price</u>	<u>Total</u>
Excavation	7,000	cy	\$5.00	\$35,000.00
Rip Rap	1,000	ton	\$30.00	\$30,000.00
Erosion Control Fabric	2,000	sq ft	\$5.00	\$10,000.00
Seeding	2.5	acre	\$3,300.00	\$8,250.00
Silt Fence	1,000	lf	\$3.00	\$3,000.00
Incidental	1	LS	\$8,625.00	<u>\$8,625.00</u>
<b>Opinion of Estimated Construction Costs</b>				\$94,875.00
Engineering				\$13,282.50
Testing				\$4,743.75
Administration				\$2,846.25
Staking/Survey				<u>\$4,743.75</u>
<b>Opinion of Estimated Project Costs</b>				\$120,491.25

## **Project Two – Sheet Flooding of Sunrise Drive**

### **Problem:**

The existing homes along the west side of Sunrise Drive abut the toe of 400 feet of hillside sloping at approximately 10 horizontal to 1 vertical (10:1). The hillside has two existing terraces that have failed and as a result tend to concentrate some of the flow into the residential neighborhood.

Rainfall events result in ponding water in Sunrise Drive, deposition of sediment and debris; and erosion of the adjacent hillside.

### **Solution:**

The Engineering Field Manual for Conservation Practices recommends a terrace at vertical intervals of 10-12 feet. The hillside has a vertical rise of 50-60 feet above Sunrise Drive. It is proposed to construct 6 gradient terraces at vertical intervals of 10-12 feet. The first terrace would begin to the west of the residential lots. Subsequent terraces would be constructed up the hill. A terrace at the top would intercept and detain runoff from the residential development on the hill top. Due to the approximately 12% grade a grass waterway is believed to be unsuitable because of the expected high velocities produced by the natural slope. It is proposed to construct an 8-10 inch tile drain from the terraces. A terrace drain is considered beneficial because an overtopping of a terrace has the probability of causing failure of the lower terraces and the high potential for damage to the residents along Sunrise Drive. Attachment Six provides a schematic drawing of the proposed terraces and the drain tile. Some terrace work will be extended around the west side of the hill top to control the runoff running over a sharp earthen cut face in the existing backyards of residents along Skunk Hollow Road.

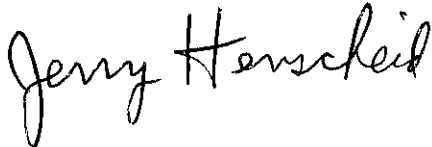
The estimated cost of Project Two is as follows:



**Opinion of Estimated Costs  
Problem No. Two - Sunrise Drive  
Drainage  
Macy, NE**

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Total</u>
Terraces				
Silt Fence	200	lf	\$5.00	\$1,000.00
Embankment	20,000	cy	\$1.00	\$20,000.00
Seeding	15	acre	\$3,000.00	\$45,000.00
Outlet piping	1,000	lf	\$20.00	\$20,000.00
Outlet structure	6	ea	\$1,000.00	\$6,000.00
Incidental	1	LS	\$9,200.00	<u>\$9,200.00</u>
<b>Opinion of Estimated Construction Costs</b>				\$101,200.00
Engineering				\$14,168.00
Staking/Survey				\$5,060.00
Testing				\$5,060.00
Administration				<u>\$3,036.00</u>
<b>Opinion of Estimated Project Costs</b>				\$128,524.00

Sincerely yours,

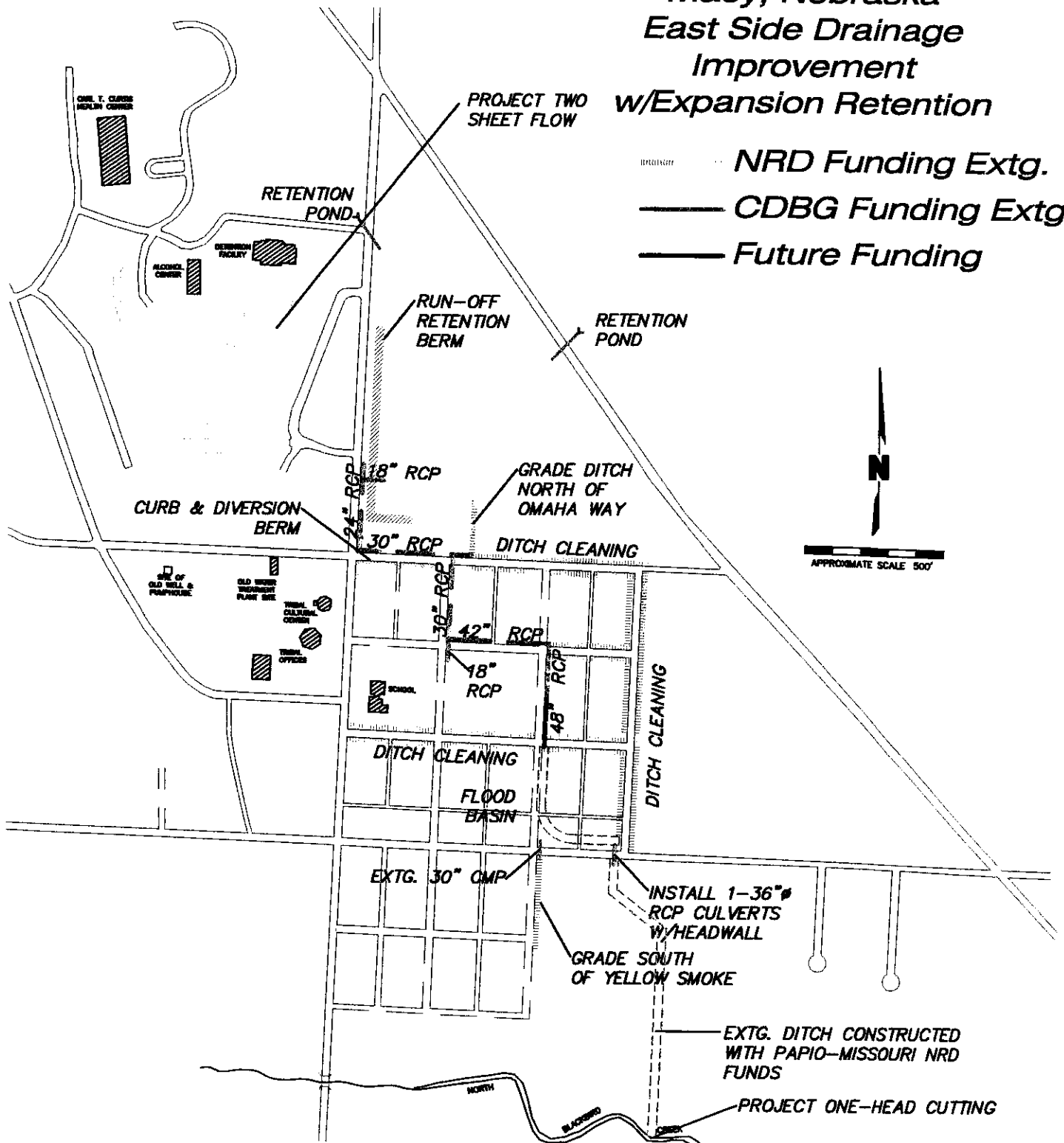


Jerry Henscheid  
Public Works Director

Macy;Bowen2@Papio

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

— NRD Funding Extg.  
 — CDBG Funding Extg.  
 — Future Funding



**Attachment One - Location Map**

## Memorandum

**To:** Programs, Projects and Operations Subcommittee

**From:** Paul Woodward, Water Resources Engineer

**Date:** April 5, 2006

**Re:** Amended Papillion Creek Watershed Partnership Interlocal Agreement

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Over a year ago, the Partnership initiated a “Watershed by Design” process to develop stormwater management policies as part of a comprehensive Watershed Master Plan in order to meet NPDES Phase II Permit requirements. Following a series of public meetings focused on creating a “Green, Clean, and Safe” watershed, Technical and Policy Workgroups made up of local government representatives, planners, engineers, natural resource agencies, attorneys, developers, and financial bonding companies were established to guide the preparation of such policies.

Over the last 9 months, these Workgroups have prepared and agreed to 6 root policies addressing the following issues: stormwater financing; peak flow reduction; pollution control; landscape preservation, restoration and conservation; erosion and sediment control and other BMPs; and floodplain management. Enclosed is a fact sheet summarizing these proposed policies along with each proposed final policy worksheet.

Many of these policies also commit the District to certain responsibilities and funding over the next several years. In particular, the development of a Regional Stormwater Detention Fee system under Policy #1 – Stormwater Management Financing, would commit the NRD to construct the remaining 7 reservoirs in Douglas and Sarpy County as well as 10 additional regional detention sites and potentially 12 water quality basins. The location of all these sites within the watershed is shown in the enclosed map. In order to fund the capital costs (including land rights) of these detention sites, the workgroup along with representatives from a Financial Subcommittee developed a framework for a fee to be paid with each building permit application. These fees (private) were designed to account for approximately 1/3 of the total estimated costs. The remaining 2/3 of the costs (public) would need to be funded by the Papio NRD. To begin with, the fee would generate around \$2.5 million per year and would need to be matched with about \$5.0 million in NRD funds, a figure currently less than the FY 06 budget for Papio Reservoirs.

In order to formally approve these proposed policies, the municipalities and counties in the Partnership are working to include the policies and detention sites in their comprehensive or master plans as well as adopting a new ordinance which references the updated Omaha Regional Stormwater Design Manual. Additionally, amendments to the current Papillion Creek Watershed Partnership Interlocal Agreement have been proposed which would allow the zoning jurisdictions to collect the Regional Stormwater Detention Fees and then transfer the proceeds from the fee to the NRD for implementation as outlined in the proposed policies.


Through provisions in the enclosed amendment, the District would agree to support the proposed policies and expend the fees collected by the municipalities or counties only on the capital costs needed to construct the proposed regional detention sites and water quality basins. This would require the District to match the funds generated by the fee at a ratio of 2:1. For example, if the fee generated approximately \$2.5 million annually, the NRD would have to budget and expend \$5.0 million annually on reservoirs or water quality basins in the Papillion Creek Watershed.

In summary, amendments to the current Papillion Creek Watershed Partnership Interlocal Agreement would provide the means necessary for the NRD to receive fees collected from the Regional Stormwater Detention Fee system and use them to fund 1/3 of the costs needed to construct regional reservoirs and water quality basins.

**Management recommends that the subcommittee recommend to the Board that the General Manager or Assistant General Manager be authorized to execute the Amended Interlocal Agreement for the Continuation of the Papillion Creek Watershed Partnership between the communities of Bellevue, Bennington, Boys Town, Elkhorn, Gretna, La Vista, Omaha, Papillion, and Ralston; the counties of Douglas, and Sarpy; and the NRD, subject to changes deemed necessary by the Acting General Manager and approval as to form by District Legal Counsel.**

## STORMWATER MANAGEMENT POLICY FACT SHEET

### Background and Needs



This Fact Sheet summarizes the development of stormwater management policies for the Papillion Creek Watershed set forth by the Papillion Creek Watershed Partnership (Partnership) and its supporting member jurisdictions. Such management policies are intended to meet stormwater management regulatory requirements and, very importantly, to also address the “Green, Clean, and Safe” initiatives under the “Watershed by Design” theme that has been presented to the public in a series of six forums beginning on November 17, 2004 and concluding on March 2, 2006.

### Workgroup Formation

Early in the policy development process, two 16-member workgroups were formed to provide independent input and synergistic interaction with each other and the Partnership: a Policy Workgroup and a Technical Workgroup. The membership of each workgroup varied and included local government representatives, planners, engineers, natural resource agencies, attorneys, developers, and financial bonding companies. Near the end of the workgroup meetings, a Finance Policy Subcommittee was also formed to provide guidance to the Policy Workgroup on specific policy details. A total of 14 workgroup meetings were conducted during the policy development process.

### Overview of Stormwater Management Policies

Six stormwater management policy groups were formulated, each having a “root” policy and a series of supporting sub-policies. The root policies are noted below:

- **#1 Stormwater Management Financing.** A dedicated, sustainable funding mechanism shall be developed and implemented to meet capital and operation and maintenance obligations as a result of new stormwater management regulations and to implement “Watershed by Design” policies to accommodate new development and significant redevelopment within the Papillion Creek Watershed. *(Includes 3 sub-policies).*
- **#2 Peak Flow Reduction.** Maintain or reduce stormwater peak discharge during development and after full build-out land use conditions from that which existed under baseline land use conditions. *(Includes 1 sub-policy).*
- **#3 Pollution Control.** Reduce pollution from contributing sources, including but not limited to, agricultural activities and combined sewer overflows, such that waters of the Papillion Creek Watershed can meet applicable water quality standards and community-based goals, where feasible. *(Includes 4 sub-policies).*
- **#4 Landscape Preservation, Restoration, and Conservation** Utilize landscape preservation, restoration, and conservation techniques to meet the multi-purpose objectives of enhanced aesthetics, quality of life, recreational and educational opportunities, pollutant reduction, and overall stormwater management. *(Includes 5 sub-policies).*
- **#5 Erosion and Sediment Control and Other BMPs** Promote uniform erosion and sediment control measures throughout the Papillion Creek Watershed, including the adoption of the Omaha Regional Stormwater Design Manual and by implementing consistent rules for regulatory compliance pursuant to State and Federal requirements. *(Includes 3 sub-policies).*
- **#6 Floodplain Management** Participate in the FEMA National Flood Insurance Program, update FEMA floodplain mapping throughout the Papillion Creek Watershed, and enforce floodplain regulations to full build-out, base flood elevations. *(Includes 6 sub-policies).*

It needs to be strongly emphasized that the policy groups and respective sub-policies should be adopted in their totality and not separately. Each policy group has important supporting elements that are beneficial to one or more of the other policy groups; with the intended net outcome being to meet regulatory requirements and provide the

---

#### PARTNERS

Bellevue  
Papillion

Bennington  
Ralston

Boys Town  
Douglas County

Elkhorn

Gretna  
Sarpy County

La Vista  
Papio-Missouri River NRD

Omaha

underpinning necessary to meet the “Green, Clean, and Safe” initiatives and responsibly manage stormwater quantity and stormwater quality within the Watershed.

## Stormwater Financing

The development of Policy Group #1 Stormwater Financing became a priority for the Policy Workgroup. A framework for a stormwater detention fee system was devised, which included the development of a Watershed Drainage Plan and financing evaluation. The following summarizes this framework for stormwater financing:

- Development of a Watershed Drainage Plan for Douglas and Sarpy Counties consisting of 7 remaining multi-reservoir sites, 10 additional regional detention sites and 12 water quality basins with an estimated construction cost of \$282.5 million
- Collection of fees earmarked specifically for construction of regional detention structures and water quality basins.
- Two fee classifications:
  - Low-Density Residential Development: primarily single-family/duplexes; assessed on per dwelling unit or equivalent prorated average area of lot basis.
  - High-Density Development: high-density residential + commercial and industrial; assessed on a per developed acre basis.
- Detention fees (private) account for approximately 1/3 of cost and paid to local zoning jurisdiction with building permit applications.
- Detention fees transferred to special P-MRNRD construction account via inter-local agreements.
- P-MRNRD (public) accounts for approx. 2/3 of cost needed. The P-MRNRD will obtain necessary land rights and build detention structures using pooled accumulated funds.
- On approximately three (3)-year intervals, the Watershed Drainage Plan and Regional Stormwater Detention Fee framework, rates, and construction priority schedule shall be reviewed with respect to availability of needed funds and rate of development within the Watershed by the parties involved.
- The P-MRNRD will seek general obligation bonding authority from the Nebraska Legislature to provide necessary construction scheduling flexibility.
- Financing may additionally require partnership agreements between P-MRNRD and developers/S&IDs at the detention sites on case-by-case basis.
- Estimated “pay-off” time period at 40+ years is reasonably close to estimated time for watershed platting build-out in Douglas and Sarpy Counties.
- Additional funding strategies are still needed to fund on-going operation and maintenance (O&M) after construction of regional detention.

## Regional Detention Fee Basis

The initial basis for a “Low-Density Residential” fee will be \$500 per Dwelling Unit (D.U.). Assuming 3.5 D.U. per developable acre, this is equivalent to \$1,750 per developable acre. “High-Density” classification is based on relative runoff contribution equal to 1.5 times the “Low-Density Residential” fee, or \$2,625 per developable acre.

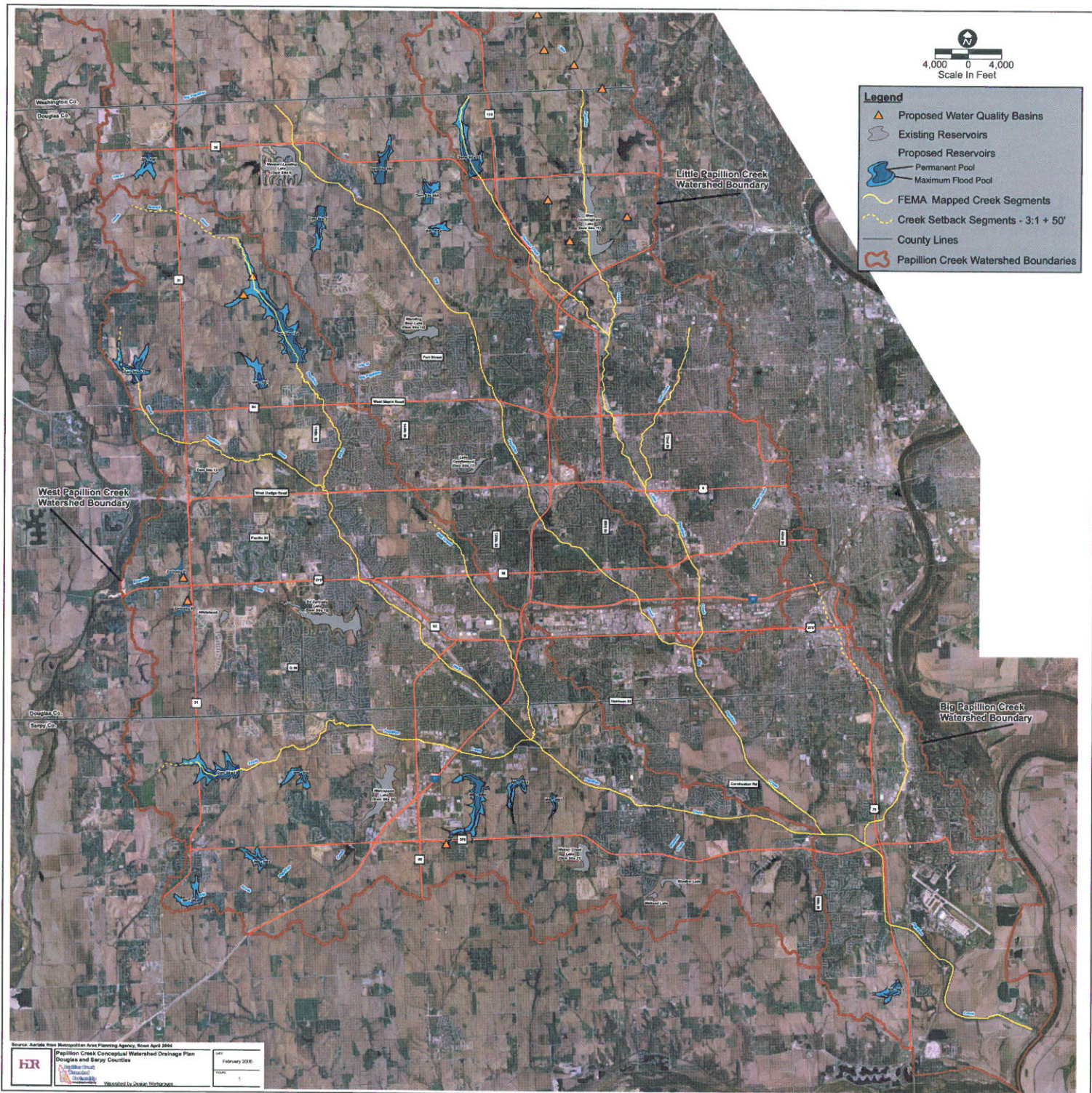
Based upon anticipated development needs, the estimated Regional Detention Fee revenue would be approximately \$2.5 million per year over the next 40+ years in current dollars. This would be matched by P-MRNRD funds of approximately \$5.0 million per year.

## Next Steps

All Partnership members need to:

- Adopt stormwater management policies by the end of July 2006 to meet the common deadline in their respective Phase II stormwater permits.
- Adopt the new Omaha Regional Stormwater Design Manual and begin implementation of the revised design standards and stormwater management BMPs.
- Develop and adopt ordinances/regulations to implement the policies in a uniform and fair manner across the Watershed.
- Develop, adopt, and implement a more comprehensive Watershed Drainage Plan that is crucial to effective flood protection and water quality improvement in the Watershed.
- Implement the Regional Stormwater Detention Fee through ordinances/regulations and inter-local agreements.
- Develop and implement a dedicated and sustainable Stormwater O&M Fund.







## **PAPILLION CREEK WATERSHED**

### **POLICY GROUP #1: STORMWATER MANAGEMENT FINANCING**

**ISSUE:** Regulatory requirements for stormwater management and implementation of “Watershed by Design” policies intended to accommodate new development and significant redevelopment within the Papillion Creek Watershed will impose large financial demands for capital and operation and maintenance beyond existing funding resources.

**“ROOT” POLICY:** A dedicated, sustainable funding mechanism shall be developed and implemented to meet capital and operation and maintenance obligations as a result of new stormwater management regulations and to implement “Watershed by Design” policies to accommodate new development and significant redevelopment within the Papillion Creek Watershed.

#### **SUB-POLICIES:**

- 1) Adequate funds shall be earmarked by the jurisdictional authority or the P-MRNRD for preparing the Watershed Drainage Plan for siting regional stormwater detention and water quality basin facilities that will enable critical peak flow reduction for flood protection and improved water quality within the Papillion Creek Watershed.
- 2) A Regional Stormwater Detention Fee system shall be established to equitably distribute the capital cost of implementing regional stormwater detention facilities among new development or significant redevelopment within the watersheds of such facilities.
- 3) The Regional Stormwater Detention Fee initial framework shall consist of the following provisions:
  - a. Development of a Watershed Drainage Plan for Douglas and Sarpy Counties consisting of seven (7) remaining multi-reservoir sites, ten (10) additional regional detention sites, and twelve (12) water quality basins.
  - b. Collection of fees shall be earmarked specifically for construction of regional detention structures and water quality basins.
  - c. Two (2) fee classifications shall be established:
    - 1) “Low-Density Residential Development” (generally consisting of single-family and duplex multi-family dwelling units, or as otherwise determined by the local zoning jurisdiction). Fees shall be assessed on a per dwelling unit or equivalent prorated average area of lot basis.
    - 2) “High-Density Development” (consisting of other multi-family residential dwelling units determined by the local zoning jurisdiction to represent high density development, plus Commercial and Industrial development). Fees shall be assessed on a per developed acre basis and shall be proportionately indexed to “Low-Density Residential Development” in terms of the potential to generate stormwater surface



runoff. Unless otherwise determined by the local zoning jurisdiction, "High-Density Development" fees shall be 1.5 times that of "Low-Density Residential Development" when considered on an estimated dwelling unit per developed acre basis.

- d. Detention fees (private) are intended to account for approximately one-third (1/3) of required capital funds, except as further provided below, and shall be paid to the applicable local zoning jurisdiction with building permit applications.
- e. Detention fee revenues shall be transferred from the applicable local zoning jurisdiction to a special P-MRNRD construction account via inter-local agreements.
- f. The P-MRNRD (public) costs are intended to account for approximately two-thirds (2/3) of required capital funds, including the cost of obtaining necessary land rights, except as further provided below; and the P-MRNRD shall be responsible for constructing regional detention structures and water quality basins using pooled accumulated funds.
- g. The P-MRNRD will seek general obligation bonding authority from the Nebraska Legislature to provide necessary construction scheduling flexibility.
- h. Financing for detention structures and water quality basins may additionally require public-private partnership agreements between the P-MRNRD and developers/S&IDs at the detention structure sites on a case-by-case basis.
- i. On approximately three (3)-year intervals, the Watershed Drainage Plan and Regional Stormwater Detention Fee framework, rates, and construction priority schedule shall be reviewed with respect to availability of needed funds and rate of development within the Watershed by the parties involved (local zoning jurisdictions, P-MRNRD, and the development community). Subsequent changes thereto shall be formally approved by the respective local zoning jurisdictions and the P-MRNRD.
- j. Additional funding strategies shall be developed and implemented to fund on-going O&M after construction of regional detention and water quality basin facilities.

## **REFERENCE INFORMATION**

### **DEFINITIONS**

- 1) Policies. Stormwater management policies developed by the Technical Workgroup and Policy Workgroup that were commissioned by the Papillion Creek Watershed Partnership (PCWP) subsequent to the "Green, Clean, and Safe" initiatives developed through the Watershed by Design public forums conducted in 2004 and 2005. The following policy groups contain "root" policies and sub-policies for stormwater management that have been developed in addition to the Stormwater Management Financing Policy Group herein:

- Policy Group #2 – Peak Flow Reduction
  - Policy Group #3 – Pollution Control
  - Policy Group #4 – Landscape Preservation, Restoration, and Conservation
  - Policy Group #5 – Erosion and Sediment
  - Policy Group #6 – Floodplain Management
- 2) Watershed Master Plan (Master Plan). Development of policies to be adopted by respective PCWP partners. For those PCWP partners that have NPDES Phase II permits the adoption of the Watershed Master Plan is required by the end of year 2 (August 2006) of the permit cycle.
  - 3) Comprehensive Development Plans. Existing plans developed by local jurisdictions that serve as the basis for zoning and other land use regulations and ordinances. The policies of the Watershed Master Plan are to be incorporated into the respective Comprehensive Development Plans.
  - 4) Policy Implementation. The implementation of the policies will be through the development of ordinances and regulations, in years 3 through 5 of the NPDES permit cycle; that is, by the year 2009. Ordinances and regulations are intended to be consistent for, and adopted by, the respective PCWP members. Such ordinances and regulations shall need to be consistent with the Comprehensive Development Plans of the respective PCWP members.

#### **BASIS FOR STORMWATER MANAGEMENT FINANCING ISSUE**

- 1) Time is of the essence for policy development and implementation:
  - a) Under the existing Phase II Stormwater Permits issued by the Nebraska Department of Environmental Quality, permittees must develop strategies, which include a combination of structural and/or non-structural best management practices appropriate for the watershed, and incorporate them into existing Comprehensive Development Plans by the end of July 2006.
  - b) The S&ID platting process is typically several years ahead of full occupation of an S&ID. Therefore, careful pre-emptive planning and program implementation is necessary in order to construct regional stormwater detention and water quality basin improvements in a timely manner to meet the purposes intended and to avoid conflicts from land use encroachments from advancing development.
- 2) Financing to meet capital and O&M obligations for stormwater management projects requires a comprehensive, uniformly applied approach and not a project-by-project approach.

## **PAPILLION CREEK WATERSHED**

### **POLICY GROUP #2: PEAK FLOW REDUCTION**

#### **ISSUE**

Urbanization within the Papillion Creek Watershed has and will continue to increase runoff leading to more flooding problems and diminished water quality.

#### **ROOT POLICY**

Maintain or reduce stormwater peak discharge during development and after full build-out land use conditions from that which existed under baseline land use conditions.

#### **SUB-POLICY**

- 1) Regional stormwater detention facilities shall be located in general conformance with a watershed drainage plan to be prepared and adopted following appropriate hydrologic and hydraulic modeling and shall be coordinated with other related master planning efforts for parks, streets, water, sewer, etc.

#### **REFERENCE INFORMATION**

#### **DEFINITIONS**

- 1) Peak Discharge or Peak Flow. The maximum instantaneous surface water discharge rate resulting from a design storm frequency event for a particular hydrologic and hydraulic analysis, as defined in the Omaha Regional Stormwater Design Manual. The measurement of the peak discharge shall be at the outlet from a downstream regional stormwater detention facility (as defined); or where no downstream regional detention facility exists or is otherwise not proposed to be constructed under a watershed drainage plan, the peak discharge determination shall be relative to the lower-most drainage outlet(s) from a new development or significant redevelopment.
- 2) Regional Stormwater Detention Facilities. Those facilities generally serving a drainage catchment area of 500 acres or more in size.
- 3) Baseline Land Use Conditions. That which existed for Year 2001 for Big and Little Papillion Creeks and its tributaries (excluding West Papillion Creek) and for Year 2004 for West Papillion Creek and its tributaries.
- 4) Full Build-Out Land Use Conditions. Fully platted developable land use conditions for the combined portions of the Papillion Creek Watershed that lie in Douglas and Sarpy Counties that are assumed to occur by the Year 2040, plus the projected 2040 land uses within the Watershed in Washington County; or as may be redefined through periodic updates to the respective County comprehensive plans.

## **BASIS FOR INCREASED FLOODING ISSUE**

- 1) The levees on the West Papillion Creek System were originally designed for 100-year flood protection under the development conditions that existed at that time. Recent FEMA floodplain remapping efforts indicate that the required 3-foot freeboard for the levees for many segments is being significantly encroached upon under existing development conditions and will be further compromised under full build-out conditions.
- 2) Similar threats most likely exist on the Papillion and Big Papillion Creek Systems; particularly since much of the levee system was originally designed for only 50-year flood protection and for development conditions that existed at that time.

## PAPILLION CREEK WATERSHED

### POLICY GROUP #3: POLLUTION CONTROL

**ISSUE:** Waters of the Papillion Creek Watershed are impaired.

**“ROOT” POLICY:** Reduce pollution from contributing sources, including but not limited to, agricultural activities and combined sewer overflows, such that waters of the Papillion Creek Watershed can meet applicable water quality standards and community-based goals, where feasible.

#### SUB-POLICIES:

- 1) Protect surface and groundwater resources from soil erosion (sheet and rill, wind erosion, gully and stream bank erosion), sedimentation, nutrient and chemical contamination.
- 2) Preserve, protect, and mitigate wetland areas to improve water quality by minimizing the downstream transport of sediment, nutrients, bacteria, etc. borne by surface water runoff.
- 3) Support NDEQ in an accelerated TMDL development process that addresses potential pollutant sources in a fair and reasonable manner based on sound technical data and scientific approach.
- 4) Implement Best Management Practices (BMPs) that reduce both urban and rural pollution sources, maintain designated beneficial uses of streams and surface water impoundments, minimize soil loss, and provide sustainable production levels.

#### REFERENCE INFORMATION

#### DEFINITIONS:

- 1) Best Management Practice (BMP). “A technique, measure or structural control that is used for a given set of conditions to manage the quantity and improve the quality of stormwater runoff in the most cost-effective manner.” [Source: *U.S. Environmental Protection Agency (EPA)*]
- 2) Total Maximum Daily Load (TMDL). A calculation of the maximum amount of a pollutant that a waterbody can receive and still meet water quality standards, and an allocation of that amount to the pollutant's sources. Water quality standards are set by States, Territories, and Tribes. They identify the uses for each waterbody, for example, drinking water supply, contact recreation (swimming), and aquatic life support (fishing), and the scientific criteria to support that use. A TMDL is the sum of the allowable loads of a single pollutant from all contributing point and non-point sources. The calculation must include a margin of safety to ensure that the waterbody can be used for the purposes the State has designated. The calculation must also account for seasonal variation in water quality. The Clean Water Act, Section 303, establishes the water quality standards and TMDL programs, and for Nebraska such standards and programs are administered by the Nebraska Department of Environmental Quality. [Source: *EPA and Nebraska Surface Water Quality Standards, Title 117*].

## **PAPILLION CREEK WATERSHED**

### **POLICY GROUP #4: LANDSCAPE PRESERVATION, RESTORATION, AND CONSERVATION**

**ISSUE:** Natural areas are diminishing, and there is a need to be proactive and integrate efforts directed toward providing additional landscape and green space areas with enhanced stormwater management through restoration and conservation of stream corridors, wetlands, and other natural vegetation.

**“ROOT” POLICY:** Utilize landscape preservation, restoration, and conservation techniques to meet the multi-purpose objectives of enhanced aesthetics, quality of life, recreational and educational opportunities, pollutant reduction, and overall stormwater management.

#### **SUB-POLICIES:**

- 1) Incorporate stormwater management strategies as a part of landscape preservation, restoration, and conservation efforts where technically feasible.
- 2) Define natural resources for the purpose of preservation, restoration, mitigation, and/or enhancement.
- 3) Encourage the use of low-impact development (LID) strategies to preserve significant natural resources, benefit water quality, and maintain or reduce the volume of surface runoff from baseline land use conditions.
- 4) For new or significant redevelopment, provide a Creek Setback (3:1 plus 50 feet) along watercourses as defined within the Watershed Drainage Plan for the Papillion Creek Watershed.
- 5) Any watercourse associated with new or significant redevelopment shall be placed into an outlot or within public right of way or otherwise approved easement and shall require a minimum Creek Setback width of 3:1 plus 20 feet.

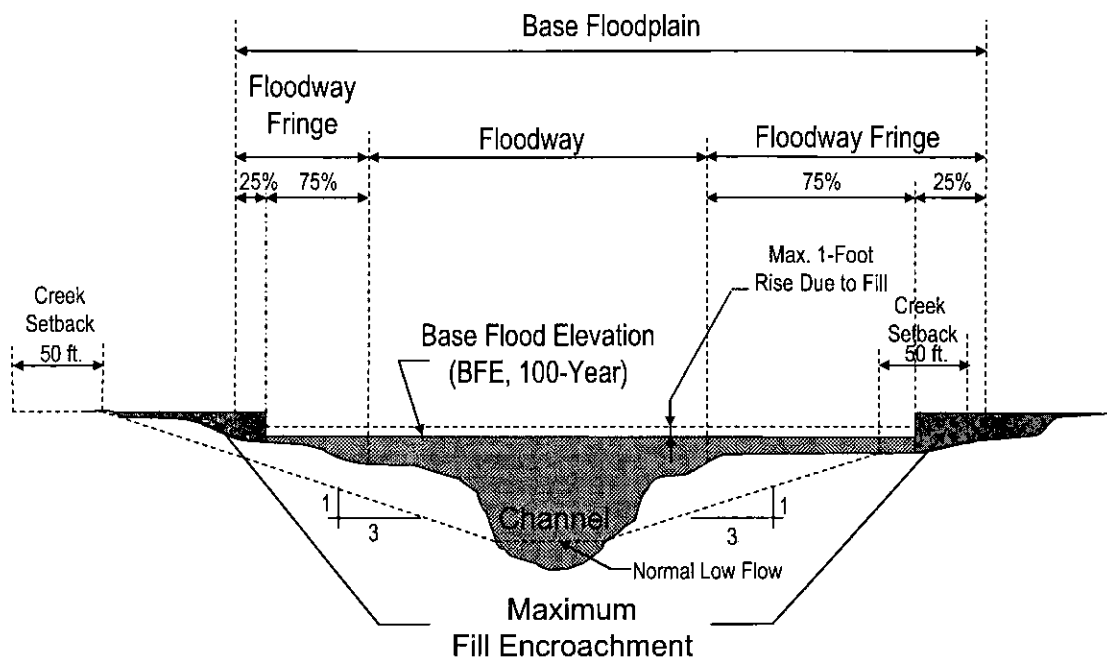
#### **REFERENCE INFORMATION**

#### **DEFINITIONS**

- 1) Low-Impact Development (LID). A land development and management approach whereby stormwater runoff is managed using local controls to achieve a site's predevelopment hydrology by using design techniques that promote infiltration, filtration, storage, evaporation, and temporary detention close to its source. Management of such stormwater runoff sources may include open space, rooftops, streetscapes, parking lots, sidewalks, medians, etc.
- 2) Baseline Land Use Conditions: That which existed for Year 2001 for Big and Little Papillion Creeks and its tributaries (excluding West Papillion Creek) and for Year 2004 for West Papillion Creek and its tributaries.
- 3) Creek Setback. See Figure 1 below and related definitions in Policy Group #6: Floodplain Management. A setback area equal to three (3) times the channel

depth plus fifty (50) feet (3:1 plus 50 feet) from the edge of low water on both sides of channel shall be required for any above or below ground structure exclusive of bank stabilization structures, poles or sign structures adjacent to any watercourse defined within the watershed drainage plan. Grading, stockpiling, and other construction activities are not allowed within the setback area and the setback area must be protected with adequate erosion controls or other Best Management Practices, (BMPs). The outer 30 feet adjacent to the creek setback limits may be credited toward meeting the landscaping buffer and pervious coverage requirements.

A property can be exempt from the creek setback requirement upon a showing by a licensed professional engineer or licensed landscape architect that adequate bank stabilization structures or slope protection will be installed in the construction of said structure, having an estimated useful life equal to that of the structure, which will provide adequate erosion control conditions coupled with adequate lateral support so that no portion of said structure adjacent to the stream will be endangered by erosion or lack of lateral support. In the event that the structure is adjacent to any stream which has been channelized or otherwise improved by any agency of government, then such certificate providing an exception to the creek setback requirement may take the form of a certification as to the adequacy and protection of the improvements installed by such governmental agency. If such exemption is granted, applicable rights-of-way must be provided and a minimum 20 foot corridor adjacent thereto.



**Figure 1 – Floodway Fringe Encroachment and Creek Setback Schematic**

## **PAPILLION CREEK WATERSHED**

### **POLICY GROUP #5: EROSION AND SEDIMENT CONTROL AND OTHER BMPs**

**ISSUE:** Sound erosion and sediment control design and enforcement practices are needed throughout the Papillion Creek Watershed in order to protect valuable land resources, stream and other drainage corridors, and surface water impoundments and for the parallel purpose of meeting applicable Nebraska Department of Environmental Quality regulatory requirements for construction activities that disturb greater than one acre.

**“ROOT” POLICY:** Promote uniform erosion and sediment control measures throughout the Papillion Creek Watershed, including the adoption of the Omaha Regional Stormwater Design Manual and by implementing consistent rules for regulatory compliance pursuant to State and Federal requirements.

#### **SUB-POLICIES:**

- 1) Construction site stormwater management controls shall include both erosion and sediment control measures.
- 2) The design and implementation of post-construction, permanent erosion and sediment controls shall be considered in conjunction with meeting the intent of other stormwater management policies within the Papillion Creek Watershed.
- 3) Sediment storage shall be incorporated with all regional detention facilities where technically feasible.

#### **REFERENCE INFORMATION**

#### **DEFINITIONS**

- 1) Erosion Control. Land and stormwater management practices that minimize soil loss caused by surface water movement.
- 2) Sediment Control. Land and stormwater management practices that minimize the transport and deposition of sediment onto adjacent properties and into receiving streams and surface water impoundments.



## **PAPILLION CREEK WATERSHED**

### **POLICY GROUP #6: FLOODPLAIN MANAGEMENT**

**ISSUE:** Continued and anticipated development within the Papillion Creek Watershed mandates that holistic floodplain management be implemented and maintained in order to protect its citizens, property, and natural resources.

**“ROOT” POLICY:** Participate in the FEMA National Flood Insurance Program, update FEMA floodplain mapping throughout the Papillion Creek Watershed, and enforce floodplain regulations to full build-out, base flood elevations.

#### **SUB-POLICIES:**

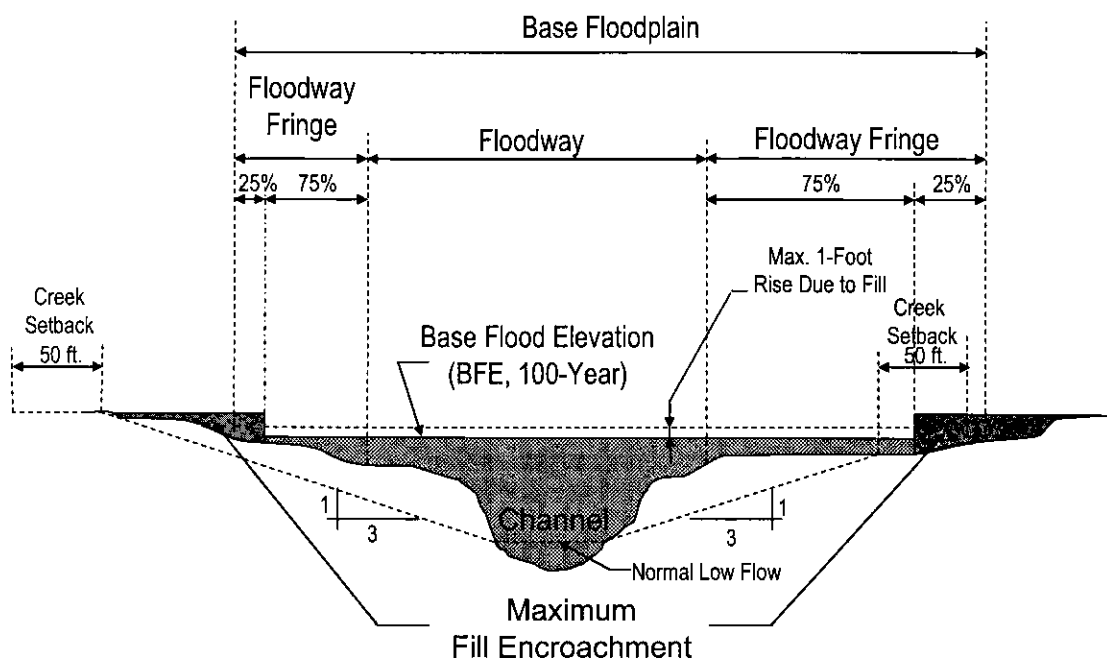
- 1) Floodplain management coordination among all jurisdictions within the Papillion Creek Watershed and the Papio-Missouri River NRD is required.
- 2) Flood Insurance studies and mapping throughout the Papillion Creek Watershed shall be updated using current and full-build out conditions hydrology.
- 3) Encroachments for new developments or significant redevelopments within floodway fringes shall not cause any increase greater than one (1) foot in the height of the full build-out base flood elevation using best available data.
- 4) Filling of the floodway fringe associated with new development within the Papillion Creek System shall be limited to 25% of the plan area directly adjacent to the full-build out base flood limits, unless approved mitigation measures are implemented to protect upstream, adjacent, and downstream properties. For redevelopment, these provisions may be modified or waived in whole or in part by the local jurisdiction.
- 5) The low chord elevation for bridges crossing all watercourses within FEMA designated floodplains shall be a minimum of one (1) foot above the base flood elevation for full-build out conditions hydrology using best available data.
- 6) The lowest first floor elevation of buildings associated with new development or significant redevelopment that are upstream of and contiguous to regional dams within the Papillion Creek Watershed shall be a minimum of one (1) foot above the 500-year flood pool elevation.

#### **REFERENCE INFORMATION**

**DEFINITIONS** (See Figure 1 below and related definitions in Policy Group #4: Landscape Preservation, Restoration, and Conservation).

- 1) Base Flood. The flood having a one percent chance of being equaled or exceeded in magnitude in any given year (commonly called a 100-year flood). *[Adapted from Chapter 31 of Nebraska Statutes]*

- 2) **Floodway.** The channel of a watercourse and the adjacent land areas that are necessary to be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. *[Adapted from Chapter 31 of Nebraska Statutes]*. The Federal Emergency Management Agency (FEMA) provides further clarification that a floodway is the central portion of a riverine floodplain needed to carry the deeper, faster moving water.
- 3) **Floodway Fringe.** That portion of the floodplain of the base flood, which is outside of the floodway. *[Adapted from Chapter 31 of Nebraska Statutes]*
- 4) **Floodplain.** The area adjoining a watercourse, which has been or may be covered by flood waters. *[Adapted from Chapter 31 of Nebraska Statutes]*
- 5) **Watercourse.** Any depression two feet or more below the surrounding land which serves to give direction to a current of water at least nine months of the year and which has a bed and well-defined banks. *[Adapted from Chapter 31 of Nebraska Statutes]*
- 6) **Low Chord Elevation.** The bottom-most face elevation of horizontal support girders or similar superstructure that supports a bridge deck.
- 7) **Updated Flood Hazard Maps.** The remapping of flooding sources within the Papillion Creek Watershed where Digital Flood Insurance Rate Maps (DFIRMs) are based on 2004 or more recent conditions hydrology and full-build out conditions hydrology. West Papillion Creek and its tributaries are currently under remapping and will become regulatory in 2006. Updating flood hazard maps for Big Papillion Creek and Little Papillion Creek are planned to be completed in the future.
- 8) **New Development.** New development shall be defined as that which is undertaken to any undeveloped parcel that existed at the time of implementation of this policy.



**Figure 1 – Floodway Fringe Encroachment and Creek Setback Schematic**

## **BASIC FEMA REQUIREMENTS**

On March 1, 2003, FEMA became part of the U.S. Department of Homeland Security (DHS). In order for a community to participate in the FEMA National Flood Insurance Program, it must first define base flood elevations and adopt a floodway for all its major streams and tributaries. Once a community adopts its floodway, the requirements of *44 CFR 60.3(d)* must be fulfilled. The key concern is that each project in the floodway must receive an encroachment review; i.e., an analysis to determine if the project will increase flood heights or cause increased flooding downstream. Note that the FEMA regulations call for preventing any increase in flood heights. Projects, such as filling, grading or construction of a new building, must be reviewed to determine whether they will obstruct flood flows and cause an increase in flood heights upstream or adjacent to the project site. Further, projects, such as grading, large excavations, channel improvements, and bridge and culvert replacements should also be reviewed to determine whether they will remove an existing obstruction, resulting in increases in flood flows downstream.  
*[adapted from Federal Emergency Management Agency guidance]*

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

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**THIS AMENDED INTERLOCAL COOPERATION ACT AGREEMENT** (hereinafter referred to as “**this Agreement**”) is made by and among those of the following eligible parties who execute this Agreement prior to July 1, 2004, to-wit: the **CITY OF BELLEVUE**, Nebraska; the **CITY OF BENNINGTON**, Nebraska; the **VILLAGE OF BOYS TOWN**, Nebraska; the **CITY OF ELKHORN**, Nebraska; the **CITY OF GRETNA**, Nebraska; the ~~**VILLAGE OF KENNARD**~~, Nebraska; the **CITY OF LAVISTA**, Nebraska; the **CITY OF OMAHA**, Nebraska; the **CITY OF PAPILLION**, Nebraska; the **CITY OF RALSTON**, Nebraska; the **COUNTY OF DOUGLAS**, Nebraska; the **COUNTY OF SARPY**, Nebraska; the ~~**COUNTY OF WASHINGTON**~~, Nebraska and, the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**, those parties who execute this Agreement prior to such date hereinafter being referred to collectively and variously as “**the Parties**,” “**the Papillion Creek Watershed Partnership**,” or “**the Partnership**.””)

**WHEREAS**, this Agreement is intended to supersede the agreement entitled “**INTERLOCAL COOPERATION ACT AGREEMENT FOR CONTINUATION OF THE PAPILLION CREEK WATERSHED PARTNERSHIP**,” entered into by the Parties and effective as of July 1, 2004; and,

**WHEREAS**, the Partnership, comprised of governmental entities situated in whole or part within the watershed of the Papillion Creek (hereinafter referred

to as “**the Watershed**”), originally was formed through an Interlocal Cooperation Act Agreement dated on August 1, 2001 (hereinafter referred to as the “**Initial Agreement**”), and expiring on July 31, 2004.

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

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

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

**WHEREAS**, other premises that justified the original formation of the Partnership still exist, including, without limitation, that:

- The Watershed has not had a major widespread storm event since the 1960’s;
- The hydrology of the Watershed for the Flood Insurance Study (late 1970’s) is out of date;

- Urbanization of the Watershed and associated impervious area have increased dramatically since the 60's and 70's;
- The August, 1999, storm event would have caused significantly more damage if centered over Omaha;
- The Papillion Creek does not meet recreational standards specified by the State of Nebraska;
- Deposition is occurring in Watershed Reservoirs reservoirs at unacceptable rates;
- Problems exist in current community drainage systems;
- Currently there is inadequate funding for storm water quantity and water quality problems within the Watershed;
- Currently there is a lack of coordinated effort of Watershed storm water quantity and quality;
- The benefits of reducing existing and future flood impacts in the Watershed include: decreased public and private property damages, reduced potential loss of life, lower flood insurance costs, decreased cost to taxpayers and public agencies for disaster relief;
- Improvement of water quality in streams and reservoirs will result in increased fish, aquatic, and riparian habitat; recreational improvements, reduction of reservoir operation and maintenance costs; and improved aesthetics;
- Potential increased recreational opportunities from the work of the Partnership could include: green spaces (picnic areas, outdoor activities), boating, canoeing, fishing, trail systems, riparian areas for bird watching, nature hikes, education, wildlife viewing, etc.;
- Techniques which could be employed by the Partnership include: facilitation of multi-use storm water structures; elevating the priority of

storm water utility maintenance; minimization of future construction in the floodplain/floodway; matching pre-development runoff conditions; updating hydrology to 2001 and 2040; formulating a master drainage plan for the Watershed; providing adequate construction and maintenance funding; buy-outs/relocations of structures in flood prone areas; providing increased upstream flood storage; enhancing public education and outreach; implementation of new construction site management practices; development of new development/redevelopment standards; implementation of an illicit discharge program; enhance environmental aspects of public street maintenance; reducing the environmental impacts of herbicide, pesticide, and fertilizer application; developing a water quality and quantity monitoring program; developing an industrial site inspection program; construction of retention/detention ponds designed for both water quantity and quality; restoration, creation and enhancement of wetlands; preservation of riparian areas; environmental restoration of streams; creation of buffer strips; use of grassed swales for drainageways; updating of design and construction standards; application of standardized ordinances throughout the Watershed; and, implementation of new set back ordinance and open drainage requirements;

- Standardization of the construction development permit process would reduce liability to landowners from flooding and erosion problems, reduce sediment runoff during construction, and increase property values through recreational enhancements; and,

- Continuation of a coordinated effort will improve compliance with federal, state, and local regulations, such as Storm Water Program, Combined Sewer Overflow Program, National Pollutant Discharge Elimination System Point Source Permits, Federal Emergency Management Agency, and local planning and zoning regulations;

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

**WHEREAS**, as part of implementing the federally-imposed SWMP requirements, and to address stormwater management on a watershed-wide basis, a Watershed Policy Master Plan (hereinafter referred to as the “**Master Plan**”) was developed through a community-based process known as Watershed By Design (hereinafter referred to as “**WBD**”) involving the development community, Partnership members, public agencies, non-profit organizations, other stakeholder groups and the general public. The Master Plan as developed through the WBD process consists of six (6) Stormwater Management Policy Groups (hereinafter referred to as the “**Policies**”), headed as follows:

#1 Stormwater Management Financing

#2 Peak Flow Reduction

#3 Pollution Control

#4 Landscape Preservation, Restoration, and Conservation

#5 Erosion and Sediment Control and Other BMPs

#6 Floodplain Management

and the texts of the Policies are attached hereto as **Exhibit “B”** and incorporated herein by this reference.

**WHEREAS**, The Policies are intended to be adopted, in total, by the respective members of the Partnership, using their respective land use review and adoption processes (typically review by a Planning Commission or Board and



then review and adoption by the elected Board or Council). Such review and adoption of the Policies by the respective members of the Partnership should occur prior to August 1, 2006, in order for the partnership members to be in compliance with the SWMP.

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

1. **Authority:** This Agreement is an agreement for collective and cooperative action made pursuant to authority provided in the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. §13-801, R.R.S., 1943, et seq.), without a separate entity being created, and, whenever possible, this Agreement shall be construed in conformity therewith.
2. **Mission:** It shall be the mission of the Partnership to address issues related to surface water quality and storm water quantity in the Watershed by establishing and implementing regionally common goals and standards for the development of the Watershed through 2040.
3. **Applicability:** Members of the partnership having jurisdiction over land area outside the physical boundaries of the Watershed expect and intend that planning activities within the Watershed for projects of the Partnership will, insofar as feasible, apply universally to all such land areas as though they were located physically within the Watershed.
4. **Goals:** The Partnership shall have as its goals:
  - a) Implementation of those elements of the SWMP and other programs and projects that are reasonably and feasibly undertaken by collective action of the Partnership;

- b) Compliance with Federal, State, and local storm water quantity and surface water quality regulations;
  - c) Improvement of water quality in the Watershed's streams and reservoirs;
  - d) Increased water-based recreational opportunities and associated improvement in quality of life;
  - e) Standardization of the construction development process and evaluation of its effectiveness;
  - f) Assessment and characterization of current water quality and quantity conditions for the watershed;
  - g) Storm Water Management Plan update;
  - h) Environmental compliance;
  - i) Sediment and erosion control; and,
  - j) Floodplain management.
5. **Executive Committee:** The members of the Partnership shall establish an Executive Committee consisting of one representative from each entity that is a member of the Partnership.
6. **Administering Agent:** The Executive Committee shall designate the Papio-Missouri River Natural Resources District (hereinafter referred to as the "NRD"), or other member of the Partnership which is willing to serve in such capacity, as Administering Agent to administer this Agreement. The Administering Agent shall serve at the pleasure of the Executive Committee and shall perform duties assigned by the Executive Committee, which may include, without limitation:
- a) Seeking any state legislation which all parties to this Agreement determine necessary to support the work of the Partnership;

- b) Designating such personnel and assistance which shall be deemed necessary to support the work of the Partnership;
- c) Preparing, presenting and distributing educational materials;
- d) Organizing meetings of members of the Partnership and interested persons to share knowledge and compare projects and programs of all involved;
- e) Preparing reports on the work of the Partnership; and,
- f) Entering into contracts on behalf of the Partnership as the Executive Committee directs for the performance of specific actions consistent with both the goals of this Agreement and the respective missions of members of the Partnership; and,
- g) Holding and maintaining the Watershed Fund, calculating the amount of money necessary to be raised by contributions each year in order to carry out the work of the Partnership, and making requests for contributions from the members of the Partnership, all as the Executive Committee directs;
- h) Disbursing the Watershed Fund as directed by the Executive Committee and reimbursing members of the Partnership for expenditures made on behalf of the Partnership or for the reasonable value of activities performed on behalf of the Partnership, as reasonable value is determined by the Executive Committee.

7. **Implementation.** The Partnership intends and agrees that the elements of the SWMP, and other beneficial programs and projects meeting the mission and goals of this Agreement, will be implemented as follows:

- a) Responsibility for implementation of an element of the SWMP therein identified solely for individual action by a Partner will rest with the respective member(s) of the Partnership upon whom the

primary duty to implement such element has been imposed by law or regulation. Regulations or ordinances implementing elements of the SWMP will be developed by the Partnership and subsequently submitted to the members of the Partnership for approval and adoption. Unless otherwise recommended by the Partnership, the provisions of such regulations or ordinances shall apply to the respective municipality's or county's planning and zoning jurisdiction. The regulations or ordinances approved and adopted by Partnership members, implementing an element of the SWMP, shall indicate the geographic jurisdictional limits to which such regulation or ordinance shall apply.

- b)** Subject to the availability of funds, implementation of those elements of the SWMP therein identified for action by the Partnership or individual partners and identified in the table attached hereto as **Exhibit "B-C"** and incorporated herein by reference shall be voluntarily undertaken by the Partnership collectively; provided, however, no voluntary collective undertaking by the Partnership shall be deemed to relieve a member of the Partnership of a primary duty imposed upon such member by law or regulation.
- c)** Any elements of the SWMP, alternatively, may be voluntarily undertaken by the Partnership collectively if the Executive Committee determines that such course of action is reasonable and feasible.
- d)** If the Executive Committee determines that such course of action is reasonable and feasible, the Partnership may voluntarily and collectively undertake beneficial programs and projects meeting the mission and goals of this Agreement.

8. **Funding:** Funding shall be administered as follows:

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

i) On or before the first day of July after the effective date of this Agreement, each member of the Partnership shall make a contribution to the Watershed Fund in the amount shown, opposite such member's name, in the second column of the table attached hereto as **Exhibit "D"** and incorporated herein by reference (such amount hereinafter being referred to as the "**Maximum Annual Contribution**" for such member). For subsequent years during the term of this Agreement, the Administering Agent shall request annual contributions from the members of the Partnership in the amounts necessary to carry out the work of the Partnership, the amounts of such subsequent-year contributions to be determined by the Administering Agent prior to the first day of June of such subsequent year and paid by the members of the Partnership before the first day of July of such subsequent year. These

subsequent-year contributions shall be proportional to such members' first year contributions to the Watershed Fund, provided, however, in no case shall any such requested annual contribution exceed the amount of such member's Maximum Annual Contribution.

- ii) Each year during the term of this Agreement, and from time to time as any member of the Partnership may reasonably request, the Administering Agent shall furnish to the members of the Partnership written statements of the condition of the Watershed Fund.
- iii) Grants or contributions made by non-members of the Partnership shall not be deemed to offset or diminish the obligations of the members of the Partnership under this Agreement.
- iv) If any member of the Partnership fails to contribute to the Watershed Fund as requested pursuant to this Agreement, such member's involvement and membership in the Partnership shall be terminated upon written notice of termination given by the Administering Agent to such member.

- b) The Regional Stormwater Detention Fee Fund (hereinafter referred to as the "**Detention Fee Fund**") established in Sub-Policy 2 of Policy Group #1 (Stormwater Management Financing) in the Policies, contemplates that a regional system shall be established to equitably distribute the capital cost of implementing regional stormwater detention facilities among new development or significant redevelopment within the watershed. Based on the initial

framework and rates set for the Regional Stormwater Detention Fee (hereinafter referred to as “the **Detention Fee**”) defined in Sub-Policy 3 of Policy Group #1, attached hereto, the Partnership does hereby agree to implement the Watershed Drainage Plan for Douglas and Sarpy Counties, attached hereto as **Exhibit “E”** and incorporated herein by reference, or as may be amended from time to time through provisions in this Agreement, as follows:

- i) The cities or villages of BELLEVUE, BENNINGTON, ELKHORN, GRETNA, LAVISTA, OMAHA, PAPILLION and RALSTON, and the Counties of DOUGLAS and SARPY (all hereinafter referred to collectively as “**zoning jurisdictions**”) agree to collect Detention Fees from new development or significant redevelopment within the Papillion Creek Watershed, such Detention Fees to be collected and earmarked specifically for construction of regional detention structures and water quality basins, as follows, to-wit:
  - a) Each zoning jurisdiction shall adopt a regulation or ordinance authorizing the collection of the Detention Fees and authorizing the transfer of such fees to the NRD, consistent with the provisions of this Agreement.
  - b) Each zoning jurisdiction shall include, in its subdivision or other agreements with developers for new developments or significant redevelopments, the right to collect Detention Fees with building permit applications pursuant to, and consistent with, the provisions of this Agreement. The Detention Fee specified in a subdivision agreement shall not be changed after such

subdivision agreement has been approved by the zoning jurisdiction, notwithstanding that the Detention Fee framework or rates possibly may be changed before all building construction has been completed in such subdivision.

- c) On or before July 1<sup>st</sup> of each calendar year, each zoning jurisdiction shall remit to the NRD the Detention Fees paid to or collected by such zoning jurisdiction on or before June 1<sup>st</sup> of such calendar year. Such Detention Fees received by the NRD shall be held by the NRD in a separate, interest-bearing account, to be known as the "Detention Fee Fund," in trust for the members of the Partnership contributing thereto in proportion to their contributions, earmarked specifically for construction by the NRD of regional detention structures and water quality basins and expended by the NRD as further provided in this Agreement.
- d) Each zoning jurisdiction shall, in general, adopt a framework consisting of two Detention Fee classifications, to-wit:
  - (1) "Low-Density Residential Development" (generally consisting of single-family and duplex multi-family dwelling units, or as otherwise determined by the zoning jurisdiction). Detention Fees shall be assessed at an initial rate of \$500 per dwelling unit or equivalent prorated average area of lot basis; and,



- (2) “High-Density Development” (consisting of other multi-family residential dwelling units determined by the local zoning jurisdiction to represent High density development, plus Commercial and Industrial development). Detention Fees shall be assessed at an initial rate of \$2,625 per-developed-acre and shall be proportionately indexed to “Low-Density Residential Development” in terms of the potential to generate stormwater surface runoff. Such “High-Density Development” Detention Fees shall be 1.5 times “Low-Density Residential Development” Detention Fees when considered on an estimated-dwelling-unit-per-developed-acre basis.
- e) At approximately three (3) year intervals, the Partnership and the development community shall review the Detention Fee framework and rates, the Watershed Drainage Plan and the construction priority schedule with respect to availability of needed funds and rate of development within the Watershed. Subsequent changes to the Detention Fee framework and rates, Watershed Drainage Plan and construction priority schedule, indicated by such review, shall be subject to formal approval by the respective local zoning jurisdictions and the NRD.

- ii) The NRD agrees implement the regional detention structures and water quality basins in accordance with the Watershed Drainage Plan and construction priority schedule as follows:
  - a) The NRD shall utilize Detention Fees received to pay approximately one-third (1/3) of required capital costs of constructing the regional detention structures and water quality basins, including the cost of obtaining necessary land rights. The remaining approximately two-thirds (2/3) of such capital costs shall be paid by the NRD from the proceeds of its general property tax levying authority and from contributions from developers and other cooperators that the NRD may be able to obtain.
  - b) The NRD will seek authority from the Nebraska Legislature to issue general obligation bonds to provide interim financing of the aforesaid capital costs, in order to provide necessary construction scheduling flexibility.

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

**10. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterpart copies

of this Agreement, as executed, shall be maintained as part of the records of the Administering Agent.

**11. Effective Date:** This Agreement shall become effective on July 1, ~~2004~~2006.

**12. Duration of Agreement:** This Agreement shall be in effect for a period of ~~five~~three years from and after its effective date.

**13. Termination.** Involvement of any member of the Partnership with the Partnership, and responsibilities under this Agreement, may be terminated by such member without cause effective upon 60 days written notice to the other members of the Partnership. Termination of a member's involvement with the Partnership pursuant to this Agreement shall not operate to terminate this Agreement nor shall it affect any rights obtained under this Agreement, prior to such notice of termination being given, for costs incurred or moneys advanced, or for actions taken or responsibilities assumed, by another member of the Partnership during the term of and pursuant to this Agreement.

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

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

**[Signature page(s) next]**

## MEMORANDUM

**TO:** Programs, Projects, and Operations Subcommittees

**FROM:** Jerry Herbster, Park Superintendent

**SUBJECT:** Boat Ramp Approach Re-surface

**DATE:** March 31, 2006

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On Friday, March 31, 2006, 10:00 a.m., bids were opened for the removal of the damaged blacktop in the approach parking area of the Chalco Hills Recreation Area boat ramp and replacing it with a concrete pad. There were also two alternates in the bid to replace about 200 foot of roadway in picnic area "A" that the roadway has started to break up and needs replacing. There were 3 bids received and the bids ranged from \$52,354.70 to \$38,528.75.

After a review of the bids by Sides & Associates engineering and this office, it was determined that Navarro's bid of \$38,528.75 was the best and lowest bid for this project. The engineer estimate for this project was \$41,797.50, and this project was budgeted for in the 2006 budget process.

**It is recommended that the Subcommittee recommend to the Board that the General Manager or Assistant General Manager be authorized to award the bid for this project to Navarro Construction Company for the total of \$38,528.75.**



March 31, 2006

Mr. Jerry Herbster  
Park Superintendent  
Papio-Missouri River – NRD  
8901 South 154<sup>th</sup> Street  
Omaha, NE 68138

RE: Chalco Hills Recreation Area - Boat Ramp Renovations  
Review of Bids Received March 31, 2006

Dear Jerry,

We have reviewed the bids as received on March 31, 2006 for the above referenced project and recommend that the lowest and best bid be awarded to Navarro Enterprise Construction, Inc. in the total base bid amount of \$19,928.75 with Alternate 1 in the amount of \$18,600.00.

The following bids were received:

<i>Navarro Enterprise Construction</i>	Base Bid	\$19,928.75
	Alternate 1	\$18,600.00
	Alternate 2	\$22,600.00
<i>Dostals Construction</i>	Base Bid	\$23,807.50
	Alternate 1	\$23,600.00
	Alternate 2	\$24,400.00
<i>Swain Construction, Inc.</i>	Base Bid	\$25,690.70
	Alternate 1	\$No bid
	Alternate 2	\$26,664.00
<i>Engineer's Estimate</i>	Base Bid	\$20,597.50
	Alternate 1	\$21,200.00
	Alternate 2	\$25,200.00

If you have any questions or comments, please feel free to give me a call.

Sincerely,  
**SIDES & ASSOCIATES, INC.**

Russell W. Falconer, P.E.  
Project Manager/Engineer

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TABULATION OF BIDS  
 Project: CHALCO HILLS RECREATION AREA  
 Boat Ramp Renovations

BID TAB

Sides Associates, Inc.  
 3207 North 90th Street  
 Omaha, NE 68134

Item #	Description	Estimated Quantities	Engineers Opinion of Probable Constr. Cost		Navarro Enterprise		Dostals Construction		Swain Construction		AVERAGE UNIT PRICE	HIGH UNIT PRICE	LOW UNIT PRICE
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price			
1.	Remove Asphalt Pavement	535.0 S.Y.	3.50	1,872.50	3.25	1,738.75	4.50	2,407.50	5.35	2,862.25	4.37	5.35	3.25
2.	8" Concrete Pavement (Type L85)	535.0 S.Y.	35.00	18,725.00	34.00	18,190.00	40.00	21,400.00	42.67	22,828.45	38.89	42.67	34.00
TOTAL BASE BID				20,597.50		19,928.75		23,807.50		25,690.70			

1.	Remove Asphalt Pavement	800.0 S.Y.	3.50	2,800.00	3.25	2,600.00	4.50	3,600.00	0.00	0.00	3.88	4.50	3.25
2.	6" Asphalt Pavement	800.0 S.Y.	23.00	18,400.00	20.00	16,000.00	25.00	20,000.00	0.00	0.00	22.50	25.00	20.00
				21,200.00	18,600.00		23,600.00		0.00				
TOTAL ALTERNATE 1 - Asphalt													

1.	Remove Asphalt Pavement	800.0 S.Y.	3.50	2,800.00	3.25	2,600.00	4.50	3,600.00	4.95	3,960.00	4.23	4.95	3.25
2.	5" Concrete Pavement (Type L6)	800.0 S.Y.	28.00	22,400.00	25.00	20,000.00	26.00	20,800.00	28.38	22,704.00	26.46	28.38	25.00
				25,200.00		22,600.00		24,400.00		26,664.00			
TOTAL ALTERNATE 2 - Concrete													

Base + Alternate 1

41,797.50

38,528.75

47,407.50

Base + Alternate 2

45,797.50

42,528.75

48,207.50

52,354.70

## MEMORANDUM

**TO:** Programs, Projects, and Operations Subcommittees

**FROM:** Jerry Herbster, Park Superintendent

**SUBJECT:** Replacement of Vertical Siding on the NRCS Building

**DATE:** March 31, 2006

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On Friday, March 31, 2006, at 10:00 a.m. bids were opened for the placing of new permanent vertical siding on the Natural Resources Center Building. There was only one bid received and the bid was \$48,552.00.

After review of the bids by staff and Sides & Associates, it was determined that the ABC Seamless bid of \$48,552.00 was the lowest and only bid for this project.

The Engineer estimate for this project was \$51,000.00, and this project was budgeted for in the 2006 budget process, but only with \$30,000.00.

**It is recommended that the Subcommittee recommend to the Board that all bids for the Natural Resources Center Building Siding project be rejected and that the project be re-bid in FY 2007.**

Sides Associates, Inc.  
3207 North 90th Street  
Omaha, NE 68134

BID TAB

TABULATION OF BIDS  
Project: CHALCO HILLS RECREATION AREA  
Boat Ramp Renovations

Item #	Description	Estimated Quantities	Engineers Opinion of Probable Constr. Cost		ABC Seamless	
			Unit Price	Total Price	Unit Price	Total Price
1.	Install Steel Siding Complete - NRC Building	4,400.0 S.Y.	10.00	44,000.00	9.52	41,888.00
2.	Install Steel Siding Complete - Garage	700.0 S.Y.	10.00	7,000.00	9.52	6,664.00
<b>TOTAL BID</b>				51,000.00		48,552.00

Date of Letting: March 31, 2006  
Time of Letting: 11:00 a.m.  
Location: Papio-Missouri NRD District Office