

**Programs, Projects & Operations
Subcommittee Meeting
August 10, 2004
7:00 p.m.
Agenda**

Programs, Projects & Operations:

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

Alternate Members: Dick Connealy

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

1. Meeting Called to Order – Chairperson John Conley
2. Quorum Call
3. Adoption of Agenda
4. Proof of Publication of Meeting Notice
5. Review and Recommendation on Amendment No. 2 to Papillion Creek Watershed-Stage II Study Agreement with HDR Engineering to Add Financing Options Assessment of Multi-Reservoir Analysis – Laurie Carrette-Zook and Paul Woodward
6. Review and Recommendation for Approval of Schematics and Preliminary Plans for the Amphitheater at Walnut Creek Recreation Area – Ken Molzer and Larry Jacobsen, Schemmer and Associates
7. Review and Recommendation on Draft Cooperative Agreement with Game and Parks for Youth Mentored Hunting on Vencil's Island – Jeff Rawlinson, Outdoor Educator, Game and Parks; and Gerry Bowen
8. Review and Recommendation on Bids for Silver Creek Sites 32 and 33 – Terry Schumacher
9. Review and Recommendation on Contract Award for Washington County Rural Water #2 Water Tower – Chris Koenig, HGM Assoc., and Dick Sklenar
10. Other Items of Interest
11. Adjourn

Memorandum

To: Programs, Projects, and Operations Subcommittee
From: Paul Woodward, Water Resources Engineer
Date: July 30, 2004
Re: Multi-Reservoir Analysis Additional Services

Following a review of the preliminary results from the Multi-Reservoir Analysis by the NRD, it was suggested that additional information be prepared concerning the financial feasibility of the proposed dam sites. In response, HDR Engineering was directed to prepare a second amendment to the Papillion Creek Watershed – Stage II contract, originally dated July 7, 2003, that would allow them to perform this service, and that amendment is attached for your consideration.

HDR Engineering is currently under contract only to access the technical feasibility of each site, its possible impacts, and an estimate of the total cost for land acquisition and construction. They have produced this information in a draft Multi-Reservoir Analysis Report dated June 2004 previously made available to the Board. Additional services included in the Amendment would allow HDR to identify potential funding sources and strategies as well as completing the report. An additional chapter to the report will explore possible partnering options and land acquisition approaches which will help the District. The revised scope would also provide for additional coordination meeting with staff as well as presentations to the Board and others. In addition, funding for on-going professional services for public information and education was added. The fee for these additional tasks adds up to \$64,000 and would be completed by October 31, 2004.

In summary, the proposed amendment would expand HDR's current services to produce additional information concerning the possible financing of the proposed reservoirs, complete the report, and provide further assistance with public education. The expense for these services of \$64,000 would expand HDR's current contract with the District from \$370,000 to \$434,000.

Management recommends that the subcommittee recommend to the Board that the General Manager be authorized to execute Amendment No. 2 to the Papillion Creek Watershed Study-Stage II Contract with HDR Engineering, Inc. and increase the maximum fee from \$370,000 to \$434,000.



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July 30, 2004

Steven Oltmans
General Manager
Papio-Missouri River Natural Resources District
8901 South 154 Street
Omaha, NE 68138-3621

RE: Papillion Creek Watershed Study – Stage II Services
HDR Project No. 5816
Multi-Reservoir Analysis Additional Services, Amendment No. 2

Dear Steve:

P-MRNRD requested HDR Engineering, Inc. to prepare an amendment to the Papillion Creek Watershed Study – Stage II Services and in particular to supplement “Task Series 400 – Multi-Reservoir Analyses” outlined in the original Agreement, dated July 7, 2003. The original Task 400 is intended to evaluate the remaining proposed USACE reservoirs. Attached is Amendment No. 2 for your consideration, totaling \$64,000.

The purposes of the Amendment No. 2 effort is to 1) identify a flexible funding approach which leverages public/private development potential and other funding strategies to construct the proposed multi-reservoirs and to 2) finalize the Multi-Reservoir Analysis Report. An additional chapter will be created to define a range of partnering options, describe land acquisition approaches and partnering approaches to finance the construction of the proposed dam sites.

Finalizing the report includes incorporating review comments, conducting a presentation to the P-MRNRD Board and on-going general professional services. During the development of the multi-reservoir analysis and draft report it was necessary to revise the project scope to be responsive to the findings of the study and to the P-MRNRD. In addition, the release of the draft report to the public required additional coordination and review. A subtask also has been added to provide on-going general professional services for public information and education.

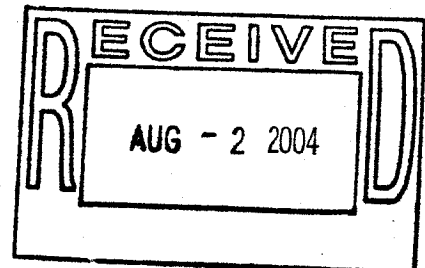
If you have any questions, please contact Laurie Carrette Zook at 399-1078 or me at 399-1329 at your convenience.

Very truly yours,
HDR ENGINEERING, INC.

Lyle R. Christensen, P.E.

Lyle R. Christensen, P.E.
Project Manager

Enclosure



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

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

[LOGOS]

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

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

And

As Modified by the Parties Hereto (all changes shown in red-line/strike-out format)

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

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

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1801 Alexander Bell Drive, Reston, VA 20191-4344

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

AMENDMENT NO. 2

This is Amendment No.1 to the original Agreement dated July 7, 2003. This Amendment No. 2 shall be effective as of _____, 2004 "Effective Date") between Papio-Missouri River Natural Resources District ("OWNER") and HDR Engineering, Inc. ("ENGINEER"). OWNER retains ENGINEER to perform additional professional services, in connection with Papillion Creek Watershed, Stage II Study ("Assignment" or "Project").

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

ARTICLE 1--ENGINEER'S SERVICES

1.01 Scope

A. ENGINEER shall provide the services set forth in the "Exhibit SR-A" for Amendment No. 2.

B. Upon this Amendment No. 2 becoming effective, ENGINEER is authorized to begin services as set forth in said "Exhibit SR-A".

C. If authorized in writing by OWNER, and agreed to by ENGINEER, services beyond the scope of this Amendment No. 2 will be performed by ENGINEER for additional compensation.

ARTICLE 2--OWNER'S RESPONSIBILITIES

2.01 General

A. OWNER shall have the responsibilities set forth in the original Agreement, as amended herein and in said "Exhibit SR-A".

ARTICLE 3--TIMES FOR RENDERING SERVICES

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

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

ARTICLE 4--PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services of ENGINEER.

A. OWNER shall pay ENGINEER for services rendered under this Amendment No. 1 as follows:

1. An amount equal to ENGINEER's Direct Labor Costs times a Factor of 3.15 for the services of ENGINEER's employees engaged on the Assignment, plus Reimbursable Expenses, estimated to be \$ 5,035. The total compensation under paragraph 4.01.A.1 is estimated to be \$64,000. Therefore, the fee proposal for the entire Agreement, including this Amendment No. 2 is not to exceed four hundred thirty four thousand dollars (\$434,000), which is computed as the sum of three hundred thirty five thousand dollars (\$335,000) from the original Agreement, plus an additional thirty five thousand dollars (\$35,000) from Amendment No. 1 plus an additional sixty four thousand dollars (\$64,000) from this Amendment No. 2 as per Attachment "A" hereto.

6.02 Total Agreement

A. This Amendment No. 2 (consisting of pages 1 to 4, inclusive, together with the Exhibits identified in paragraph 6.01) constitutes the entire amended agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Amendment No. 2 may only be further amended, supplemented, modified, or canceled by a duly executed written instrument.

NO OTHER CHANGES TO ARTICLES 4 AND 5.

ARTICLE 6--CONTENT OF AMENDMENT

6.01 The following amended Exhibits are incorporated herein by reference:

A. Exhibit SR-A for Amendment No. 2, "Further Description of Services, Responsibilities, Time, and Related Matters," consisting of 4 pages.

B. Attachment A "Fee Estimate" for Amendment No. 2 consisting of 1 page.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2, the Effective Date of which is indicated on page 1.

OWNER:

PAPIO-MISSOURI RIVER NATUAL RESOURCES
DISTRICT

By: _____

Title: _____

Date Signed: _____

ENGINEER:

HDR ENGINEERING, INC.

By: _____

Title: _____

Date Signed: _____

This is **EXHIBIT SR-A**, consisting of 4 pages, referred to in and part of the **Amendment No. 2 between OWNER and ENGINEER for Study and Report Phase Professional Services** dated _____, _____.

Initial:

OWNER _____
ENGINEER _____

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

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

A.1.01 ENGINEER's Services

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



ENGINEERING PROPOSAL – AMENDMENT NO. 2



BACKGROUND AND BASIS OF PROPOSAL

The purpose of the Amendment No. 2 effort is to identify a flexible funding approach which leverages public/private development potential and other funding strategies to construct the proposed multi-reservoirs for the Papio Missouri River Natural Resources District (NRD) for the Papillion Creek Watershed Study – Stage II Services (Project). The City of Omaha (City) and the Papillion Creek Watershed Partnership (PCWP) also have a vested interest in the Project but are not parties to this Agreement. The scope of the amended services described herein is intended, to supplement “Task Series 400 – Multi-Reservoir Analyses” outlined in the original Agreement, dated July 7, 2003. The original Task 400 is intended to evaluate the remaining proposed USACE reservoirs.

This Amendment is intended to continue an on-going work effort in an integrated and cohesive manner toward development of an overall Watershed Management Plan, which is a multi-phase effort; this being a part of Stage II, the Implementation Planning Phase, where strategies for structural and non-structural controls will be analyzed and will contribute to the development of the Plan.

AMENDED SCOPE OF SERVICES – STAGE II – IMPLEMENTATION PLANNING PHASE

TASK SERIES 600 – FINANCING OPTIONS ASSESSMENT

Task Objectives: Define funding approaches to construct the proposed multi-reservoirs identified in “Task Series 400 - Multi-Reservoir Analyses”, outlined in the original Agreement.

HDR Activities: **Task 610 Meetings.** Meet with P-MRNRD staff to discuss project issues including discussing financing approaches.

Subtask 610.1 Coordination Meetings. Meet with P-MRNRD staff to discuss project issues and status. Two coordination meetings are assumed.

Task 620 Data Collection. Collect data to conduct the funding evaluation. Identify information on available funding sources and approaches currently conducted by the P-MRNRD. Information includes executed interlocal agreements and state regulations.

July 30, 2004

Task 630 Range of Partnering Options. Define a range of partnering options.

Subtask 630.1 Identify Possible Partners/Stakeholders. Identify possible partners/stakeholders and identify opportunities of each in the development of the reservoir sites. Possible partners include:

- P-MRNRD
- State of Nebraska
- Federal
- Local (communities)
- Private (developer/SID, organization, landowner)
- Other

Subtask 630.2 Identify Major Project Elements. Define the major project elements and identify which elements eligible can be cost shared. Project elements include:

1. Dam design and construction (e.g. embankment, principal and auxiliary spillways, outlet works, discharge conduit, instrumentation, etc.)
2. Land acquisition/right-of-way (e.g. land below normal pool, land below top of dam, land under dam footprint)
3. Public access design and construction (e.g. fishing piers, trails, boat docks, etc.)
4. Design and construction of water quality basins (sediment basins used to trap sediment laden waters)
5. Operation and maintenance (O&M)
6. Utility relocation/removals (planned improvements may reduce overall utility cost)
7. Transportation infrastructure (right-of-way and construction)

Subtask 630.3 Identify Cost Allocations Methods. Describe several cost allocation methods that can be used to allocate project costs to possible partners/stakeholders.

Task 640 Funding Sources. Define funding mechanisms available to construct the proposed dam sites. These include:

- general fund revenue (separate budget item or in program)
- user fees
- improvement project areas (overlay district)
- revenue bonds (e.g. rural water)
- short term financing
- general obligation bonds (long term financing (requires legislation)
- stormwater utility
- private (developer/SID)
- federal funding (Water Resources Development Act)
- state funding (Natural Resources Development Fund)

Task 650 Land Acquisition Approaches. Describe land acquisition approaches of fee title and easement.

Task 660 Partnering Approaches. Summarize the approaches that have been conducted in the Omaha metropolitan area to finance the construction of the existing dam sites/water quality basins. Screen and select funding approaches.

In the future, P-MRNRD desires to maintain dam, assist in the development of the recreation resources, and transfer maintenance to a partner/stakeholder. Several models include:

- Standing Bear, Cunningham, Zorinsky, Wehrspann
- Candlewood
- Walnut Creek

- Newport Landing
- Whitehawk
- Sachs Palmer
- Stevens Creek, Lincoln
- Heartland of America Park

Task 670 Hypothetical Site Funding Strategies. Define a hypothetical dam site with associated project costs and opportunities based on the average size and costs of the 10-proposed reservoir sites. Describe opportunities such as flood control, enhanced property value to property owners, fiscal benefit (increased tax valuation) and recreation.

For each selected funding approach, develop a matrix showing the range of possible P-MRNRD participation.

Task 680 Financing Technical Report Chapter. Prepare draft economic assessment chapter of the Multi-Reservoir Analyses Report.

Subtask 680.1 Draft Technical Report Chapter. Prepare unbound draft technical report summarizing the finding of the economic assessment to P-MRNRD for review.

Subtask 680.2 Final Technical Report Chapter. Incorporate review comments and submit unbound final technical report memorandum to P-MRNRD.

Task Deliverables:

PowerPoint presentation
Multi-Reservoir Analysis Fact Sheet
Electronic B/W copies of Draft and Final Report Chapter.

Key Understandings:

It is assumed that a maximum of 3 additional meetings will be required. Coordination meetings are to be held at the offices of HDR, and the P-MRNRD will be responsible for providing meeting minutes as has been customary throughout this Project. The ENGINEER will assist in reviewing the meeting minutes as may be necessary.

Funding approaches will not relate funding to specific sites but to total project costs.

It is assumed that the both the draft chapter report will consist of a maximum of 25 B/W pages with supporting documentation.

TASK SERIES 700 – FINAL REPORT PREPARATION AND ON-GOING PROFESSIONAL SERVICES

Task Objective:

Prepare Final Report on Multi-Reservoir Analysis.

HDR Activities:

Task 710 Final Multi-Reservoir Evaluation Report. Prepare final multi-reservoir evaluation report. Integrate review comments into a final report.

Subtask 710.1 Prepare Final Report. Incorporate comments from P-MRNRD. Revise executive summary. Prepare technical appendices. Create an electronic document with hyperlinks to sections, tables and figures.

Subtask 710.2 Presentation to P-MRNRD Board. Prepare and present a PowerPoint slide show summarizing the executive summary of the multi-reservoir analysis including the findings of the financing assessment. Copies of the presentation will be provided by P-MRNRD as handout materials.

Task 720 On-going General Professional Services. Provide on-going general professional services as an indefinite deliverable to support the multi-reservoir evaluation. This is to cover such items as: public information and education or attending meetings with stakeholders and public groups.

Task Deliverables: Five (5) bound B/W with color graphics copies of Final Report
One technical appendix
One CD of Final Report
Working files of models and graphics
On-going general professional services are limited to \$18,000 of effort. Additional effort will require a contract amendment.
Copies of the public materials will be provided by P-MRNRD

Key Understandings:

A.2.01 OWNER's Responsibilities. Other than that outlined above, no changes from the intent of the original Agreement.

A.3.01 Time for Rendering Services.

A. The time period for the performance of ENGINEER's services in this Amendment is by October 2004.

B. ENGINEER's services under this Agreement will be considered complete when all deliverables described in this Amendment are submitted to OWNER.

A.4.02 Other

E. OWNER has established the following budget: Project fee under the Amended Agreement is not to exceed four hundred thirty four thousand dollars (\$434,000), which is computed as the sum of three hundred thirty five thousand dollars (\$335,000) from the original Agreement, plus an additional thirty five thousand dollars (\$35,000) from Amendment No. 1, plus an additional sixty four thousand (\$64,000) from Amendment No. 2 as per Attachment "A" hereto.

ATTACHMENT "A"
PAPIO - MISSOURI RIVER NATURAL RESOURCES DISTRICT
STAGE II - IMPLEMENTATION PLANNING PHASE - AMENDMENT NO. 2
FEE ESTIMATE

TASKS		Labor						Expenses				Est. Total Cost		
		Project Engineer	Sr Engr/ Technical	WR Engineer	Technical Support	Clerical	Total Hours	Total Labor Cost	Tech. Fee	Printing	Travel		Misc.	Total Expenses
TASK SERIES 600 – FINANCING OPTIONS ASSESSMENT														
Task 610	Meetings													
Subtask 610.1	Coordination Meetings	12	8		8	4	32	\$3,544	\$144		\$25		\$169	\$3,713
Task 620	Data Collection		2		16	4	22	\$1,758	\$99				\$99	\$1,857
Task 630	Range of Partnering Options													
Subtask 630.1	Identify Possible Partners/ Stakeholders		2		2		4	\$446	\$18				\$18	\$464
Subtask 630.2	Identify Major Project Elements		2		4	4	10	\$910	\$45				\$45	\$955
Subtask 630.3	Identify Cost Allocation Methods		2		8		10	\$902	\$45				\$45	\$947
Task 640	Funding Sources		4		16		20	\$1,804	\$90				\$90	\$1,894
Task 650	Land Acquisition Approaches		2		4	12	18	\$1,518	\$81				\$81	\$1,599
Task 660	Partnering Approaches		2	16	16		34	\$2,758	\$153				\$153	\$2,911
Task 670	Hypothetical Site Funding Strategies		8		12	24	44	\$3,936	\$198				\$198	\$4,134
Task 680	Financing Technical Report Chapter													
Subtask 680.1	Draft Technical Memorandum	8	4		20	8	48	\$4,236	\$216				\$216	\$4,452
Subtask 680.2	Final Technical Memorandum		4	4	8	4	24	\$2,260	\$108		\$110		\$218	\$2,478
	Estimated Task Hours Subtotal	24	40	48	134	20	266							
	Estimated Task Cost Subtotal	\$3,024	\$5,880	\$3,744	\$10,184	\$1,240		\$24,072	\$1,200	\$0	\$25	\$110	\$1,334	\$25,406
TASK SERIES 700 – FINAL REPORT PREPARATION AND ON-GOING PROFESSIONAL SERVICES														
Task 710	Final Multi-Reservoir Evaluation Report													
Subtask 710.1	Prepare Final Multi-Reservoir Evaluation Report	16	16	80	16	50	178	\$14,924	\$803	\$742		\$550	\$2,095	\$17,019
Subtask 710.2	Presentation to P-MNRND Board	12	2	16	2	2	34	\$3,330	\$153		\$25		\$178	\$3,508
Task 720	On-going General Professional Services		66	20	32	24	158	\$16,568	\$713		\$165	\$550	\$1,428	\$17,996
	Estimated Task Hours Subtotal	94	38	128	42	68	370							
	Estimated Task Cost Subtotal	\$11,844	\$5,598	\$9,984	\$3,192	\$4,216		\$34,822	\$1,669	\$742	\$190	\$1,100	\$3,701	\$38,523
	TOTAL HOURS						638							
	TOTAL COST	\$ 14,868	\$ 11,466	\$ 13,728	\$ 13,376	\$ 5,456		\$ 58,894	\$ 2,868	\$ 742	\$ 215	\$ 1,210	\$ 5,035	\$ 63,929

Reimbursable Expenses Markup

10%

MEMORANDUM

TO: Programs, Projects, and Operations Subcommittee

FROM: Randy Lee

SUBJECT: Review and Approval of Schematic and Preliminary Plans for Walnut Creek Amphitheater.

DATE: August 2, 2004

The (PACB) Papillion Area Concert Band will begin the process set out in the agreement to bring to the Board the preliminary plans, final plans, and completed lease agreement over the next several months as agreed to in the agreement. Before the NRD Board are the schematic and preliminary plans for written approval. With this approval the PACB will be required to provide final plans and cost estimates within 90 days.

Staff recommends the written approval from the Board be provided for the preliminary plans and the PACB be required to provide final plans and cost estimates within the requirements of the agreement between the PACB and PMRNRD.

August, 2004

**Walnut Creek Amphitheater
“Best Case Scenario” Timeline**

The Walnut Creek Amphitheater Project is a unique public/private (non profit) project that will bring the first true outdoor amphitheater to the metro area. The planned amphitheater will seat 600 patrons within an area of fixed seating with overflow seating that could accommodate 1,000 more patrons in the grassy seating area around and above the fixed seating. The project could be started by the fall of 2004 if the PACB can secure the funding needed to build the first phase of the project. The following timeline seems to be the best plan to bring this project to the construction phase.

August Subcommittee	Present schematic and preliminary plans to Board for their written approval.
September – October, 2004	After preliminary plans approved, the P-MRNRD will produce a metes and bounds legal description of the Amphitheater Complex for inclusion in the PACB lease.
October Subcommittee	Present final plans to Board for their written approval.
November Subcommittee	Present verification of funds on hand and prepare for execution of lease.
December Subcommittee	Execution of lease with Board approval.

The PACB will then have 6 months to commence construction and 18 months to complete construction and an extension could be granted if a majority of the work is complete prior to granting the request.

The PACB additional facilities could be added within the 18 month construction window or after that timeframe with written approval of the P-MRNRD Board.

NOTE: Above is specifically outlined in the written agreement (attached) between the P-MRNRD and the PACB which was approve by the Board at the December 11, 2003.

AMENDED AND RESTATED
DEVELOPMENT AGREEMENT
BETWEEN
THE PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
AND
PAPILLION AREA CONCERT BAND

THIS AMENDED AND RESTATED AGREEMENT (hereinafter referred to as “this Agreement”) is entered into as of this 12 day of DECEMBER, 2003, by and between the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (hereinafter referred to as “the **NRD**”), a governmental subdivision of the State of Nebraska, for itself and for its successors and assigns, and **PAPILLION AREA CONCERT BAND** (hereinafter referred to as “**PACB**”), a non-profit corporation organized and existing under the laws of the State of Nebraska, for itself and for its successors and assigns.

WHEREAS, the parties to this Agreement previously entered into a Development Agreement having an effective date on August 12, 1999 (hereinafter referred to as “the Original Agreement”) and subsequently there has occurred a change in the physical location of the area to be developed which necessitates the execution of this Agreement, which is intended to supercede the Original Agreement; and,

WHEREAS, the NRD is the owner of a tract of land (hereinafter referred to as “the Recreation Area”) located southwest of the intersection of 96th Street and State Highway 370, near Papillion, in Sarpy County, Nebraska, which was acquired by the NRD for the NRD’s Dam Site 21 Project, now known as the Walnut Creek Recreation Area; and,

WHEREAS, PACB has proposed that the NRD grant to PACD a lease permitting PACD to construct, operate, maintain and use outdoor amphitheater facilities on a parcel of land consisting of approximately three (3) acres (such parcel hereinafter being referred to as “the Amphitheater Complex”) within the Recreation Area, west of Walnut Creek Lake and bordering

108th Street, such facilities to consist of an outdoor performing arts amphitheater, public restrooms, a concession area and other facilities (all hereinafter collectively referred to as “the PACB Facilities”), including vehicular parking facilities (hereinafter referred to collectively as “the PACB Parking Areas”) consisting of one parking area with at least 201 regular vehicle spaces and a separate 14-vehicle parking area having 7 handicapped accessible spaces and 7 staff parking spaces, the proposed lease of the PACB Facilities (hereinafter referred to as “the PACB Lease”) to be in the form as attached hereto as Exhibit “A” and incorporated herein by reference; and,

WHEREAS, a diagram showing the approximate boundaries of the Amphitheater Complex, and showing the expected location and configuration of the PACB Facilities therein, is attached hereto as Exhibit “B” and incorporated herein by reference; and,

WHEREAS, the NRD is willing to accept PACB’s proposals and willing to grant the PACB Lease, subject to the approval of this Agreement by the Mayor and Council of the City of Papillion, Nebraska (which expects to assume responsibility for the Recreation Area in the future), and subject to compliance by PACB with the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants of the parties, contained herein, it is hereby agreed between the parties as follows:

1. **SCHEMATIC DESIGN OF THE PACB FACILITIES.** - Within one year after the date of this Agreement, with the aid of such architects and engineers as PACB deems necessary and at PACB’s sole cost and expense, PACB shall prepare written schematic plans and preliminary cost estimates for the PACB Facilities in the Amphitheater Complex, including the PACB Parking Areas, and shall submit such schematic plans and cost estimates to the NRD for its approval, which approval shall not be withheld unreasonably.

2. **PRELIMINARY DESIGN OF THE PACB FACILITIES.** - Within 90 days after the NRD’s approval of PACB’s written schematic plan for the PACB Facilities and with the aid of such architects and engineers as PACB deems necessary, and at PACB’s sole cost and expense, PACB shall prepare design development drawings and cost estimates for the PACB

Facilities, including the PACB Parking Areas, and shall submit such drawings and cost estimates to the NRD for written its approval. It shall be the responsibility of the NRD to prepare a proposed metes and bounds legal description of the Amphitheater Complex for inclusion in the PACB Lease.

3. **FINAL DESIGN OF THE PACB FACILITIES.** - Within 90 days after the NRD's approval of the design development drawings for the PACB Facilities, including the PACB Parking Areas, and with the aid of such architects and engineers as PACB deems necessary, PACB, at its sole cost and expense, shall prepare final plans, specifications and cost estimates for the PACB Facilities and shall submit such final plans, specifications and cost estimates to the NRD for its written approval.

4. **NRD CONTRIBUTION.** - The NRD shall contribute to PACB the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000) towards PACB's costs of constructing the PACB Parking Areas, such contribution to be made to PACB in a lump sum, without interest, within forty-five (45) days after the receipt by the NRD of the written certificate of a Nebraska-licensed architect certifying that the PACB Parking Areas are substantially complete in accordance with the NRD-approved final plans and specifications.

5. **PACB FACILITIES FINANCING.** - Within ten (10) years after the effective date of the Original Agreement, PACB shall submit to the NRD for its written approval a written verification from a bank authorized to do business in the State of Nebraska that, considering the NRD's contribution referred to in the preceding paragraph, PACB has unencumbered funds on deposit in such bank in an amount equal to or greater than PACB's architect's estimate of the costs of construction of all the PACB Facilities shown in the NRD-approved final plans, specifications and cost estimates for the PACB Facilities. If such submission to the NRD occurs more than one year after the date of the NRD's written approval of PACB's final plans, specifications and cost estimates for the PACB Facilities, such submission shall be accompanied by an architect's up-dated estimate of the cost of constructing the PACB Facilities. The NRD, as a condition to its approval of such verification, may require that PACB give sufficient additional security that the PACB Facilities to be constructed will be completed free and clear of liens and in a manner satisfactory to the NRD.

6. **EXECUTION OF PACB LEASE.** - After PACB's submission of the aforesaid bank verification, if within ten (10) years after the effective commencement date of the Original Agreement, the NRD and PACB shall execute the PACB Lease in the form as attached hereto as Exhibit "A," the PACB Lease to relate to the tract of land described in the legal description of the Amphitheater Complex prepared by the NRD. The PACB Lease and this Agreement shall be construed together. If such bank verification has not been submitted to the NRD within ten (10) years after the effective commencement date of the Original Agreement, then the NRD, without demand of any kind or notice to PACB or any other person, may declare this Agreement terminated.

7. **PACB FACILITIES CONSTRUCTION.** - Within 6 months after the execution of the PACB Lease, and, with the aid of such contractors and other assistants as PACB deems necessary, PACB, at its cost and expense, shall commence construction of the PACB Facilities in the Amphitheater Complex; and, within eighteen (18) months after the commencement of such construction, PACB shall finish construction of the PACB Facilities, such construction to be performed in a good and workmanlike manner, at PACB's sole cost and expense, and in accordance with the final plans and specifications approved in writing by the NRD. The NRD may approve granting of an extension if the majority of the construction is finished within 18 months, which approval shall not be withheld unreasonably.

8. **CONSTRUCTION OF ADDITIONAL PACB FACILITIES.** - During or after construction of the PACB Facilities, and with the aid of such contractors and other assistants as PACB deems necessary, PACB, at its cost and expense, may construct additional PACB Facilities in the Amphitheater Complex in accordance with plans and specifications submitted by PACB and approved in writing by the NRD. Such construction shall be performed in a good and workmanlike manner and at PACB's sole cost and expense.

9. **ENTRANCE SIGN.** - After PACB's construction of the PACB Facilities, PACB, at its own cost and expense, may construct and maintain a sign at the 108th Street entrance to the Recreation Areas identifying the PACB Facilities, in accordance with plans and specifications for such sign prepared by PACB and approved in writing by the NRD, which approval shall not be withheld unreasonably.

10. **EFFECTIVE DATE OF AGREEMENT.** - This Agreement shall be effective after execution hereof by both parties and upon approval hereof being endorsed at the foot of this Agreement by the Mayor of the City of Papillion, Nebraska, such approval to be made pursuant to an authorizing resolution adopted by the City Council of the City of Papillion, Nebraska.

11. **APPLICABLE LAW.** - Each party to this Agreement shall follow all statutes, both federal and state, together with existing ordinances as may be applicable, in carrying out the faithful performance and terms of this Agreement. Each party hereto shall, whenever applicable, require performance under the Fair Labor Standards Act.

12. **AUTHORIZED OFFICIALS.** - The President of PACB and the General Manager of the NRD are authorized to take such actions and make such determinations on behalf of their respective parties as are required or permitted for the respective parties by this Agreement and as such officers in their discretion determine necessary.

13. **DURATION.** - This Agreement shall have permanent duration, shall supercede the Original Agreement, and shall become effective upon the execution hereof by both parties.

14. **USE COVENANTS.** - Except as otherwise provided herein or otherwise authorized in writing by the NRD, PACB shall use the Amphitheater Complex solely for musical and/or theatrical performances and/or educational functions, and or community activities related thereto, including without limitation the sale of refreshments and food in connection with such performances, and may charge reasonable attendance fees for such performances, functions or activities.

15. **CONSTRUCTION OF IMPROVEMENTS** - Except as otherwise provided herein or otherwise authorized in writing by the NRD, PACB shall not make any improvement to or alteration or modification of the Amphitheater Complex or other portion of the Recreation Area without written plans and specifications for such improvement, alteration or modification being first submitted to and approved in writing by the NRD. Any improvements, alterations or modifications made by PACB to the Amphitheater Complex shall become part of the Recreation Area and the property of the NRD.

16. **RISK OF LOSS** – At all times during the term of the PACB Lease, PACB shall have and bear the sole risk of loss of the PACB Facilities. All personal property of PACB or any of its members in the Recreation Area shall be at the sole risk of PACB.

17. **HOLD HARMLESS** - PACB agrees to defend, indemnify and hold the NRD harmless from and against any and all claims and causes of action for personal injury, property damage, or property loss arising out of, in the course of, or as a result of the use or occupancy of the Recreation Area by PACB or any of its officers, agents, employees, contractors, permittees, patrons or invitees, except as may be solely and proximately caused by the negligence of the NRD, its officers, agents or employees.

18. **DEFAULT.** - Should PACB default in the performing, fulfilling, keeping or observing of any of PACB's covenants, conditions, provisions or agreements herein contained, or should a petition in bankruptcy be filed by PACB, or should PACB be dissolved or be adjudged bankrupt or insolvent by any court, or should a trustee or receiver in bankruptcy or a receiver of any property of PACB be appointed in any suit or proceeding by or against PACB, or should this Agreement by operation of law pass to any person other than PACB, then and in any of such events the NRD may, without demand of any kind or notice to PACB or any other person, at once declare this Agreement terminated.

19. **AMENDMENT** - The terms and conditions of this Agreement may be amended only in writing by the mutual agreement of the parties.

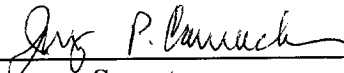
20. **ASSIGNMENT** - PACB may not transfer, assign or hypothecate this Agreement or transfer, assign or hypothecate any of the rights granted thereby without written approval of the NRD, excepting only transfer, assignment or hypothecation to the City of Papillion for which this document shall constitute written approval.

Executed by **PACB** on this 12th day of DECEMBER, 20 03.

PAPILLION AREA CONCERT BAND, a Nebraska
non-profit corporation

By 
President

Attest:


Secretary


Executed by the NRD on this 12th day of DECEMBER, 20 03.

PAPIO-MISSOURI RIVER NATURAL RESOURCES
DISTRICT


By 
General Manager

Approved by the CITY OF PAPILLION, NEBRASKA, on this 12th day of
DECEMBER, 2003.

CITY OF PAPILLION, NEBRASKA

By 
Mayor

Attest:


City Clerk



RESOLUTION NO. R04-0089

WHEREAS, the City of Papillion was a party to a Development Agreement between the Papio-Missouri River Natural Resources District and Papillion Area Concert Band, and;

WHEREAS, the City of Papillion unanimously approved the agreement on July 20, 1999, and;

WHEREAS, the Papio-Missouri River Natural Resources District and Papillion Area Concert Band approved an Amended and Restated Development Agreement on December 12, 2003, and;

WHEREAS, the Amended and Restated Agreement does not alter the City's position in the original agreement. The new agreement identifies an NRD contribution of \$100,000 to the project and modifies the location of the project.

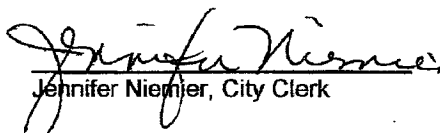
NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City Papillion that the Amended and Restated Development Agreement Between the Papio-Missouri River Natural Resources District and Papillion Area Concert Band dated December 12, 2003 be approved.

PASSED AND APPROVED THIS 20th DAY OF JULY, 2004.

CITY OF PAPILLION, NEBRASKA


James E. Blinn, Mayor

Attest:


Jennifer Niemier, City Clerk
(SEAL)



MEMORANDUM:

To: Programs, Projects, and Operations Subcommittee

Subject: Youth Mentored Hunting – Agreement with Nebraska Game and Parks Commission

Date: August 3, 2004

From: Gerry Bowen

As part of the Western Sarpy/Clear Creek Levee Project, the District acquired the Glasshoff property at the tip of Vencil's Island as a conservation measure for endangered species. Several flow through and/or backwater chutes are planned for the area.

The Nebraska Game and Parks Commission (NGPC) approached the District about the utilization of this area for youth-mentored hunting and fishing. The initial draft of an agreement prepared by NGPC is attached.

A positive for the District is that this agreement would provide for law enforcement, controlled public access, and limited management of this relatively remote area.

A positive for NGPC is that they are seeking a site for this activity near the Omaha area.

Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to negotiate an agreement with the Nebraska Game and Parks Commission for youth-mentored hunting and fishing on the Glasshoff Tract at Vencil's Island in Sarpy County, and to bring back to the Board for approval.

AGREEMENT

BETWEEN THE PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT AND THE NEBRASKA GAME AND PARKS COMMISSION

This agreement made on _____ day of _____, 2004, between the Papio-Missouri River Natural Resources District, herein referred to as the District, pursuant to Sections 2-3235 of Revised Statutes of Nebraska, 2000, and the Nebraska Game and Parks Commission, pursuant to Sections 37-301, 37-304, Revised Statutes of Nebraska, 1998, 37-303, Revised Statutes of Nebraska, 2000, herein referred to as the Commission, for a period of one year, with renewal option for both parties for a like period, to allow and provide for youth mentored hunting, fishing, trapping, hiking, outdoor education and related day use on the "Vencils Island Area". The Vencils Island Area is located in Section 20, Township 14N, Range 10E in Sarpy County, Nebraska.

GENERAL AGREEMENT:

- A. The District and the Commission shall take the necessary steps to ensure that this area is open to mentored youth hunting and fishing under the direction of the Commission.
- B. The Commission shall assist with the management of wildlife and fishery resources and may authorize, under special occasions, other youth outdoor education activities.
- C. The Commission shall enforce state statutes and regulations related to hunting, fishing, boating, trapping, and wildlife regulations governing administration and use of property on this area as necessary and within its legal authority.
- D. The Commission shall place appropriate signs guiding, directing and restricting public access and use.
- E. The District shall be responsible for noxious weed control in accordance with Nebraska statutes.
- F. The District and Commission will mutually plan and implement management activities on planted and native vegetation on this area as necessary and appropriate, within the limits of available funds, and consistent with policies of the District and Commission.
- G. The right is hereby expressly reserved to the District, its officers, agent and employees to enter upon the land and water areas of this area at any time and for any purpose necessary or convenient in connection with management, maintenance, and operation of this area.
- H. The District expressly permits Commission officers, employees, and representatives to enter upon the land and water areas of this area at any time and for any purpose necessary or convenient in connection with management, maintenance, and operation of this area

- I. The District shall not be responsible for damages to property or injuries which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Commission or for damages to the property or injuries to the person of the Commission's employees.
- J. The Commission shall not be responsible for damage to structures and facilities or for damages to the property or injuries to the person of the District's employees..
- K. This agreement may be terminated by mutual agreement upon 180 days written notice by either party.

GENERAL MAINTENANCE OF THE PROJECT AND AREA.

By mutual agreement with the District,

- A. The Commission may perform routine maintenance of access road, trails, parking lots and gates on the area, but shall assume no responsibility for major repair or renovation of same.
- B. The Commission may make minor enhancements to the area that benefit youth hunting activities. These may include installation of pit blinds, ground blinds, tree stands, vehicle access features and limited parking areas.
- C. The District shall retain responsibility for major repairs or renovations to drainage ways, channels, erosion control structures, bridges and the like.

In Witness whereof, the parties hereto have executed this agreement as of the day and year first written.

Papio-Missouri River NRD

Nebraska Game and Parks Commission

by _____

Date _____

15-95 DACW45-93-D-0039

1"=600'

13-14



MEMORANDUM TO: Programs, Projects and Operations Sub-Committee

SUBJECT: Silver Creek Watershed Dam Sites 32 & 33 Construction Bids

DATE: July 29, 2004

BY: Terry Schumacher, Field Representative, Blair FO

On July 28, 2004, District staff opened bids that were submitted for a contract to construct Silver Creek Watershed Dam Sites 32 & 33; the eleventh and twelfth of the twenty-four planned erosion control dams in this watershed.

Attached for the Sub-Committee's review is a summary of bids received. Also attached is a map of the watershed showing these 2 dam sites as well as others already built and those to be built in subsequent years.

Specifications for the construction of these two dams require 27,750 cubic yards of earthen fill. The contractor will have one-hundred-twenty calendar days to complete the contract.

Based on bids received, Glup Construction Inc.'s bid of \$153,996.82 is the apparent low bid. District staff and the Natural Resources Conservation Service (NRCS) have reviewed the bids submitted and believe that Glup Construction Inc. is the lowest and best bidder. The engineer's estimate for this project is \$160,351.00. The engineer's estimate does not include items that have been in past bids of these structures, i.e. mobilization, cathodic protection. These items are not included in the county cost share docket for EQIP cost share.

These dams are being built with federal funds from the Environmental Quality Incentives Program (EQIP) and the P-MRNRD Special Watershed section of the Conservation Assistance Program budget. The original plan called for P-MRNRD to pay 100% of the project. The EQIP cost-share funding for these projects is \$51,617.19. The P-MRNRD will contribute \$102,379.63.

It is the staff's recommendation that the Sub-Committee recommends to the Board of Directors that Glup Construction Inc.'s bid of \$153,996.82 be accepted and that the General Manager is authorized to execute the necessary contract documents.

ISSUING OFFICE:				Engineer Estimate:			Page 1 of 2				
Papio-Missouri River NRD 8901 South 154th Street Omaha, Nebraska 68138				\$ 78,739.75		2. DATE ISSUED		3. DATE OPENED July 28, 2004			
				B. GOVERNMENT ESTIMATE							
				(Check A, B or C and complete D, E and F)							
PROJECT TYPE:						9. OFFERS		NO. 1 - A. OFFEROR		NO. 2 - A. OFFEROR	
SILVER CREEK SITE 32 BURT COUNTY, NEBRASKA						A.Hired Labor		GLUP CONSTRUCTION		JAPP BROS.	
						B. Reasonable Contract (wo pro)		B.BID SECURITY(TYPE/AMOUNT) Certified Check		B.BID SECURITY(TYPE/AMOUNT) Bid Bond	
						C. Reasonable Contract (w pro)		C.ADDENDA ACKNOWLEDGED:		C.ADDENDA ACKNOWLEDGED:	
						F. ESTIMATED AMOUNT		D. UNIT PRICE		E. ESTIMATED AMOUNT	
7A. ITEM NO	7B. DESCRIPTION OF OFFERED ITEM	7C EST. QUANTITY	D. UNIT	E. UNIT PRICE	F. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT
1	Mobilization	Subsidiary	----	----	----		----		----		----
2	Water-E04	30	1000/GAL	\$ 20.00	\$ 600.00	\$ 0.01	\$ 0.30	\$ 0.01	\$ 0.30	\$ 0.01	\$ 0.30
3	Site Preparation	3.5	AC	\$ 2,500.00	\$ 8,750.00	\$ 4,642.80	\$ 16,249.80	\$ 3,900.00	\$ 13,650.00	\$ 3,900.00	\$ 13,650.00
4	Excavation-E06	2,450	CY	\$ 2.50	\$ 6,125.00	\$ 2.13	\$ 5,218.50	\$ 2.10	\$ 5,145.00	\$ 2.10	\$ 5,145.00
5	Earthfill-Class C Comp	13,750	CY	\$ 1.23	\$ 16,912.50	\$ 1.05	\$ 14,437.50	\$ 1.30	\$ 17,875.00	\$ 1.30	\$ 17,875.00
6	Drainfill-C31	77	CY	\$ 22.40	\$ 1,724.80	\$ 35.00	\$ 2,695.00	\$ 32.00	\$ 2,464.00	\$ 32.00	\$ 2,464.00
7	Concrete-C03 **	2.2	CY	\$ 115.00	\$ 253.00	\$ 150.00	\$ 330.00	\$ 240.00	\$ 528.00	\$ 240.00	\$ 528.00
8	Steel Re-Bar-C42 **	87.8	LB	\$ 1.15	\$ 100.97	\$ 1.20	\$ 105.36	\$ 1.50	\$ 131.70	\$ 1.50	\$ 131.70
9	CMP-P60 42" - 10 Ga.	142	FT	\$ 220.00	\$ 31,240.00	\$ 145.30	\$ 20,632.60	\$ 149.38	\$ 21,211.96	\$ 149.38	\$ 21,211.96
10	CMP-P45 10" - 16 Ga.	26	FT	\$ 30.00	\$ 780.00	\$ 25.00	\$ 650.00	\$ 45.75	\$ 1,189.50	\$ 45.75	\$ 1,189.50
11	CMP - Riser 54" - 10 Ga.	12	FT	\$ 300.00	\$ 3,600.00	\$ 300.00	\$ 3,600.00	\$ 40.81	\$ 489.72	\$ 40.81	\$ 489.72
12	Metal Fabrication-C41	817	LB	\$ 2.44	\$ 1,993.48	\$ 2.00	\$ 1,634.00	\$ 2.50	\$ 2,042.50	\$ 2.50	\$ 2,042.50
13	Rock Rip Rap Outlet-C51	12.0	CY	\$ 40.00	\$ 480.00	\$ 45.00	\$ 540.00	\$ 28.00	\$ 336.00	\$ 28.00	\$ 336.00
14	Rock Rip Rap Inlet-C52	12.0	CY	\$ 60.00	\$ 720.00	\$ 60.00	\$ 720.00	\$ 68.60	\$ 823.20	\$ 68.60	\$ 823.20
15	Cathodic Protection	Subsidiary	----	----	----		-		-		-
16	Seeding and Mulching	5.5	AC	\$ 750.00	\$ 4,125.00	\$ 488.40	\$ 2,686.20	\$ 670.00	\$ 3,685.00	\$ 670.00	\$ 3,685.00
17	Fencing	890	FT	\$ 1.50	\$ 1,335.00	\$ 2.50	\$ 2,225.00	\$ 2.11	\$ 1,877.90	\$ 2.11	\$ 1,877.90
18											
19											
20											
** Includes Pipe Support and Riser Base											
TOTALS					\$ 78,739.75		\$ 71,724.26		\$ 71,449.78		\$ 71,449.78

ISSUING OFFICE:				Engineer Estimate:		2. DATE ISSUED		Page 1 of 2	
Papio-Missouri River NRD				\$ 81,611.25				3. DATE OPENED	
8901 South 154th Street				B. GOVERNMENT ESTIMATE				July 28, 2004	
Omaha, Nebraska 68138				(Check A, B or C and complete D, E and F)				9. OFFERS	
PROJECT TYPE:						NO. 1 - A. OFFEROR		NO. 2 - A. OFFEROR	
				A. Hired Labor		GLUP CONSTRUCTION		JAPP BROS.	
SILVER CREEK SITE 33									
BURT COUNTY, NEBRASKA				B. Reasonable Contract (w/o pro)		B. BID SECURITY (TYPE/AMOUNT)		B. BID SECURITY (TYPE/AMOUNT)	
				C. Reasonable Contract (w pro)		Certified Check		Bid Bond	
						C. ADDENDA ACKNOWLEDGED:		C. ADDENDA ACKNOWLEDGED:	
7A. ITEM NO	7B. DESCRIPTION OF OFFERED ITEM	7C. EST. QUANTITY	D. UNIT	E. UNIT PRICE	F. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT
1	Mobilization	Subsidiary	----	----	----	----	----	----	----
2	Water-E04	20	1000/GAL	\$ 20.00	\$ 400.00	\$ 0.01	\$ 0.20	\$ 0.01	\$ 0.20
3	Site Preparation-E09	4	AC	\$ 2,500.00	\$ 10,000.00	\$ 6,250.00	\$ 25,000.00	\$ 3,900.00	\$ 15,600.00
4	Excavation-E06	2,218	CY	\$ 2.50	\$ 5,545.00	\$ 2.12	\$ 4,702.16	\$ 2.00	\$ 4,436.00
5	Earthfill-Class C Comp	14,000	CY	\$ 1.23	\$ 17,220.00	\$ 1.05	\$ 14,700.00	\$ 1.30	\$ 18,200.00
6	Drainfill-C31	176	CY	\$ 22.40	\$ 3,942.40	\$ 35.00	\$ 6,160.00	\$ 32.00	\$ 5,632.00
7	Concrete-C03 **	2.0	CY	\$ 115.00	\$ 230.00	\$ 150.00	\$ 300.00	\$ 240.00	\$ 480.00
8	Steel Re-Bar-C42 **	75.0	LB	\$ 1.15	\$ 86.25	\$ 1.20	\$ 90.00	\$ 150.00	\$ 11,250.00
9	CMP-P60 36" - 12 Ga.	158	FT	\$ 180.00	\$ 28,440.00	\$ 111.90	\$ 17,680.20	\$ 182.92	\$ 28,901.36
10	CMP-P45 10" - 16 Ga.	34	FT	\$ 30.00	\$ 1,020.00	\$ 25.00	\$ 850.00	\$ 45.75	\$ 1,555.50
11	CMP - Riser 48" - 12 Ga.	10	FT	\$ 260.00	\$ 2,600.00	\$ 230.00	\$ 2,300.00	\$ 43.75	\$ 437.50
12	Metal Fabrication-C41	790	LB	\$ 2.44	\$ 1,927.60	\$ 2.00	\$ 1,580.00	\$ 2.50	\$ 1,975.00
13	Rock Rip Rap Outlet-C51	5.0	CY	\$ 40.00	\$ 200.00	\$ 45.00	\$ 225.00	\$ 28.00	\$ 140.00
14	Rock Rip Rap Riser-C52	10.0	CY	\$ 60.00	\$ 600.00	\$ 60.00	\$ 600.00	\$ 68.60	\$ 686.00
15	Cathodic Protection	Subsidiary	----	----	----	----	\$ -	----	\$ -
16	Seeding and Mulching	3.0	AC	\$ 750.00	\$ 2,250.00	\$ 445.00	\$ 1,335.00	\$ 670.00	\$ 2,010.00
17	Fencing	1100	FT	\$ 1.50	\$ 1,650.00	\$ 2.50	\$ 2,750.00	\$ 2.11	\$ 2,321.00
18	Repair Existing Dam	1	LS	\$ 5,500.00	\$ 5,500.00	----	\$ 4,000.00	----	\$ 7,800.00
19									
20									
** Includes Pipe Support and Riser Base									
TOTALS					\$ 81,611.25		\$ 82,272.56		\$ 101,424.56

TOTALS FOR TWO SITES

\$ 160,351.00

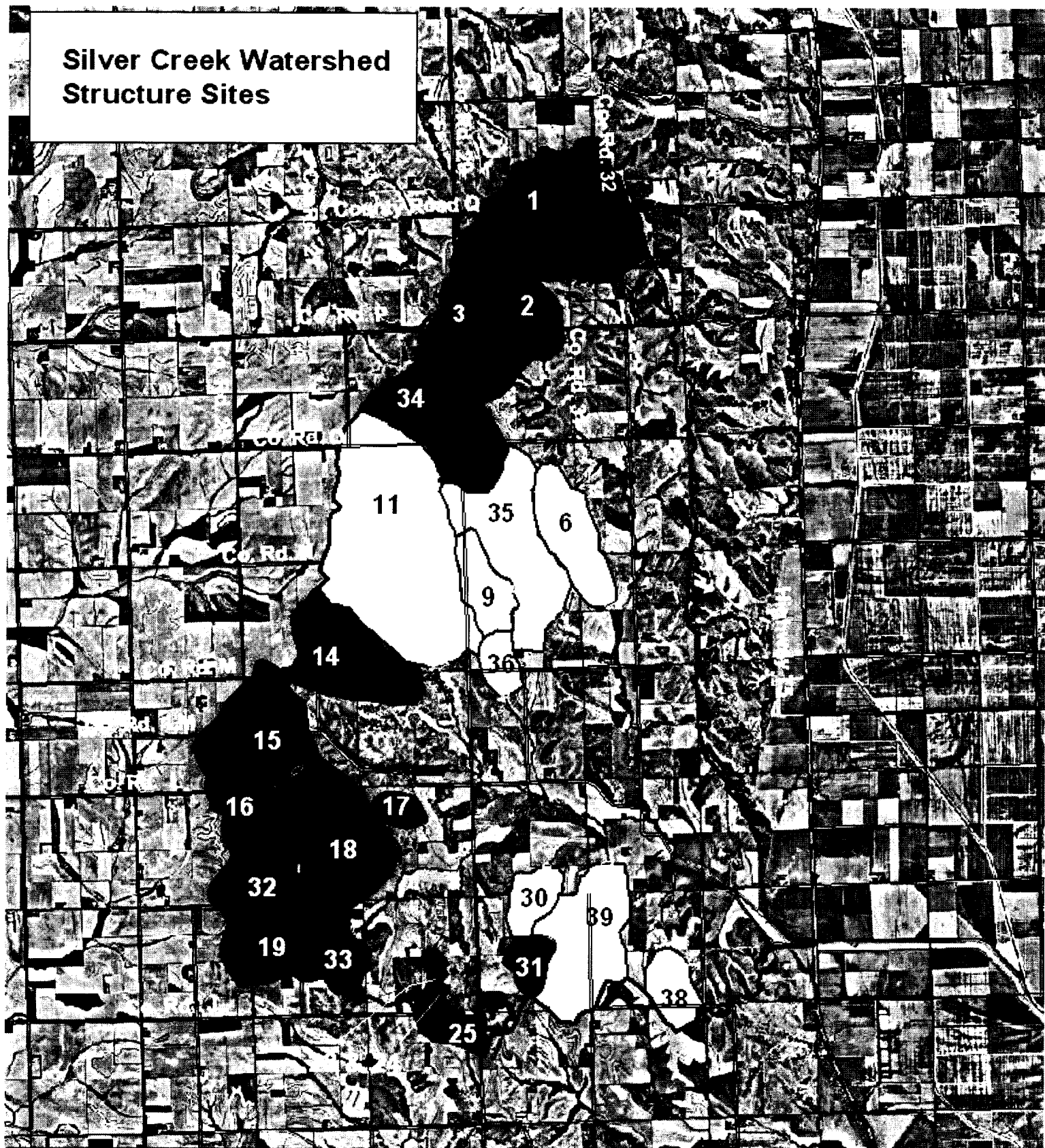
\$ 153,996.82

\$ 172,874.34

OFFERS - CONTINUED													
NO.3 - A. OFFEROR			NO.4 - A. OFFEROR			NO.5 - A. OFFEROR			NO.6 - A. OFFEROR			NO.7 - A. OFFEROR	
CAMDEN CONSTRUCTION													
B.BID SECURITY(TYPE/AMOUNT) Bid Bond			B.BID SECURITY(TYPE/AMOUNT) Certified Check			B.BID SECURITY(TYPE/AMOUNT) Bid Bond			B.BID SECURITY(TYPE/AMOUNT) Bid Bond			B.BID SECURITY(TYPE/AMOUNT) Bid Bond	
C.ADDENDA ACKNOWLEDGED:			C.ADDENDA ACKNOWLEDGED:			C.ADDENDA ACKNOWLEDGED:			C.ADDENDA ACKNOWLEDGED:			C.ADDENDA ACKNOWLEDGED:	
7A	ITEM NO.	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT	D. UNIT PRICE	E. ESTIMATED AMOUNT
	1		---										
	2	\$ 0.01	\$ 0.20										
	3	\$ 4,000.00	\$ 16,000.00										
	4	\$ 2.75	\$ 6,099.50										
	5	\$ 1.50	\$ 21,000.00										
	6	\$ 45.00	\$ 7,920.00										
	7	\$ 350.00	\$ 700.00										
	8	\$ 1.50	\$ 112.50										
	9	\$ 186.00	\$ 29,388.00										
	10	\$ 40.00	\$ 1,360.00										
	11	\$ 450.00	\$ 4,500.00										
	12	\$ 10.00	\$ 7,900.00										
	13	\$ 47.00	\$ 235.00										
	14	\$ 85.00	\$ 850.00										
	15	\$ -	\$ -										
	16	\$ 750.00	\$ 2,250.00										
	17	\$ 2.17	\$ 2,387.00										
	18	LS	\$ 5,000.00										
	19												
	20												
	TOTALS		\$ 105,702.20										

TOTALS	\$ 203,380.00			
FOR TWO				
SITES				

Silver Creek Watershed Structure Sites



Legend

- Completed
- Completion 2004
- Completion 2005
- Completion 2006-2007

5000 0 5000 10000 15000 Feet

1993 Ortho Imagery Not To Scale



N



July 14, 2004

MEMORANDUM

TO: Programs, Projects and Operations Subcommittee

FROM: Dick Sklenar

SUBJECT: Bid Opening for Water Tower

DATE: July 28, 2004

Bids were opened on the above date regarding the future construction of an elevated water tower that will eventually provide water pressure for the distribution system in southeastern Washington County (identified as Washington County Rural Water System #2). Bids were requested for an all steel as well as a composite type structure.

Bids are as follows:

FIRM	BID ON ELEVATED RESERVOIR	COMPOSITE STORAGE	BID ON STEEL ELEVATED STORAGE RESERVOIR
1. CB & I Constructors Inc.	\$1,378,000.00		No bid
2. Landmark Structures	\$1,377,000.00		No bid
3. Caldwell Tanks, Inc.	\$1,509,400.00		\$1,601,000.00

The engineers estimate, (HGM Associates, Inc.), of probable costs for the structure was \$1,360,431.45. It is their recommendation that the contract be awarded to Landmark Structures (see letter of recommendation attached).

Inasmuch as the City of Blair will operate, maintain, and eventually own the structure, it is suggested that the District concur with the City of Blair's selection of the contractor for the elevated water tower. The City Council will be meeting during the same evening as the Programs, Planning and Operations Subcommittee. The District's financial contribution for this project is 20% of the cost (not to exceed \$250,000), with the City of Blair appropriating the remainder.

It is recommended that the Subcommittee recommend to the Board of Directors that a contract for construction of an elevated water storage reservoir be awarded to Landmark Structures in the amount of \$1,377,000.00, subject to concurrence from the City of Blair.



August 2, 2004

Mr. Dick Sklenar
Papio-Missouri Natural Resources District
8901 South 154th Street
Omaha, NE 68138-3621

Subject: Washington County Rural Water System No. 2
Elevated Storage Tank
HGM Project No. 71613
Bid Recommendation

Dear Mr. Sklenar:

Bids were received on July 28, 2004 for the construction of the proposed water storage tank for Washington County Rural Water System No. 2. Three bids were received. A copy of the bid tabulation is attached.

The contractors were allowed the option to bid an all steel structure or composite tank. The composite tank has a concrete pedestal and a welded steel bowl. All three contractors bid the composite tank and one contractor bid the all steel tank.

We recommend the contract for the water tower be awarded to the low bidder, Landmark Structures Inc., in the amount of \$1,377,000.00. The bid by Landmark is slightly higher than the Engineer's opinion of costs. However, in our opinion, the bids were extremely competitive and the results would be very similar if the project were rebid.

Sincerely,

HGM Associates Inc.

A handwritten signature in black ink, appearing to read "Chris J. Koenig", is written over the printed name.

Chris J. Koenig, P.E.
Project Manager

Attachment

Mr. Allen Schoemaker, City of Blair

TABULATION OF BIDS

Project: Washington County Rural Water No. 2
Washington County, Nebraska

HCM ASSOCIATES INC.
5022 South 114th Street, Suite 200
Omaha, NE 68137

Item #	Description	Estimated Quantities	Landmark Fort Worth, TX		Caldwell Tanks Louisville, KY		CB&I Constructors Olive, IA		AVERAGE UNIT PRICE	HIGH UNIT PRICE	LOW UNIT PRICE
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price			
1.	Site Grading	1.00 LS	2,461.00	2,461.00	1,800.00	1,800.00	2,000.00	2,000.00	2,087.00	2,461.00	1,800.00
2.	Embankment in Place	1,510.00 CY	2.00	3,020.00	2.30	3,473.00	2.50	3,775.00	2.27	2.50	2.00
3.	24" RCP Cl. III	60.00 LF	30.00	1,800.00	30.00	1,800.00	35.00	2,100.00	31.67	35.00	30.00
4.	15" RCP Cl. III	667.00 LF	20.00	13,340.00	20.00	13,340.00	22.00	14,674.00	20.67	22.00	20.00
5.	Inlet	1.00 EA	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
6.	48" Diameter Manhole	19.30 VF	345.00	6,658.50	350.00	6,755.00	350.00	6,755.00	348.33	350.00	345.00
7.	24" RCP Flared End Section	2.00 EA	400.00	800.00	500.00	1,000.00	500.00	1,000.00	466.67	500.00	400.00
8.	6" PC Concrete	35.00 SY	29.00	1,015.00	30.00	1,050.00	30.00	1,050.00	29.67	30.00	29.00
9.	Connect to Existing 12" Pipe	1.00 EA	125.50	125.50	200.00	200.00	346.00	346.00	223.83	346.00	125.50
10.	12" PVC C900, DR 18	60.00 LF	32.00	1,920.00	30.00	1,800.00	35.00	2,100.00	32.33	35.00	30.00
11.	Silt Fence	200.00 LF	3.00	600.00	3.00	600.00	3.00	600.00	3.00	3.00	3.00
12.	Seeding	1.10 AC	600.00	660.00	1,000.00	1,100.00	1,000.00	1,100.00	866.67	1,000.00	600.00
13.	Rock Surfacing, 1 1/2" Rock	400.00 TN	14.00	5,600.00	15.00	6,000.00	15.00	6,000.00	14.67	15.00	14.00
14.	Elevated Storage Tank - Composite	1.00 LS	1,337,000.00	1,337,000.00	1,468,482.00	1,468,482.00	1,334,500.00	1,334,500.00	1,379,994.00	1,468,482.00	1,334,500.00
	TOTAL:			1,377,000.00		1,509,400.00		1,378,000.00			
	Elevated Storage Tank - Steel				1,560,082.00						
	Engineer's Opinion of Probable Construction Cost	51,360,431.45									

Date of Letting: July 28, 2004
Time of Letting: 11:00 a.m.
Location: Papio-Missouri River NRD
HCM Project No. 71613

Project will ensure Blair's water supply

8-1-04

By NANCY GAARDER

WORLD-HERALD STAFF WRITER

Work is under way to improve the water supply to residents of Blair and southeast Washington County by building a new water tower and rural water system and instituting an emergency backup plan.

Construction of the water tower and distribution system will be overseen by the Papio-Missouri River Natural Resources District.

The Metropolitan Utilities District and Blair have agreed that MUD will provide water to Blair in an emergency should Blair lose its own water plant.

"It's a pretty good thing that we will be able to help them out," said Tom Wurtz, president of MUD.

This is the first such emergency backup contract between MUD and a neighboring community, Wurtz said.

Blair and MUD will be connected essentially via two rural water systems run by the Papio-Missouri River NRD. One of those systems already exists, and the other is the system soon to be under construction. A three-mile pipe between these two NRD water systems will have to be built to fully connect Blair with MUD.

The new water system will serve southeast Washington County and will be supplied with water from the new tower. Dick Sklenar, NRD project manager, said a bid to build the water tower is expected to be approved at the district's Aug. 12 board meeting. The apparent low bidder, at \$1.38 million, is Landmark Structures of Dallas.

The tower also will serve the community of Blair. Blair will pay 80 percent of the cost and the NRD will pay 20 percent, Sklenar said, with Blair assuming ownership of the tower.

In November, Sklenar said, the NRD expects to let contracts for the pipelines that will serve the new water system. Called the Washington County Rural Water System No. 2, the system is expected to serve 265 properties and be on line by November 2005. Rural residents currently obtain water from domestic wells.

Also on Aug. 12, the NRD board will hold a hearing on the service boundaries for the new water