Agenda Item: 9.B.

# Finance, Expenditure & Legal Subcommittees Meeting Minutes July 8, 2003

A meeting of the Papio-Missouri River Natural Resources District's Finance, Expenditure & Legal Subcommittee was held at the Natural Resources Center, 8901 South 154<sup>th</sup> Street, Omaha, Nebraska, on July 8, 2003. The meeting was called to order by Chairperson Dick Connealy at 7:34 p.m.

**QUORUM CALL:** Quorum call was taken. The following subcommittee members were in attendance.

Subcommittee Members Present	Subcommittee Members Absent	Other Directors Present	Others in Attendance
Dick Connealy	Melissa Gardner *	Fred Conley	P-MRNRD Staff:
John Conley		Rich Jansen	Steve Oltmans
Joe Neary **		Rich Tesar	Marlin Peterman
Barb Nichols ***			Jim Becic
Jim Thompson			Martin Cleveland
			Ralph Puls
			Dick Sklenar
			Pat Teer
			Jean Tait
			Emmett Egr
			Paul Woodward
			Paul Peters, Legal Counsel
			Others:
			Keith Limbo, Dunbar-
			Peterson
			Pat Sullivan
* Evanged charges			Nancy Gaarder, OWH

<sup>\*</sup> Excused absence

#### **ADOPTION OF AGENDA**

\* It was moved by Conley and seconded by Thompson that agenda be adopted.

Roll call was taken on the motion. The motion carried on a vote of 4-0.

Voting Yea: Connealy, Conley (John), Thompson, Neary

Voting Nay: None Abstaining: None

Excused Absence: Gardner

Absent: Nichols

<sup>\*\*</sup> Alternate Voting Member

<sup>\*\*\*</sup> Not in attendance for quorum call, but attended meeting

**PROOF OF PUBLICATION**: Public notice of the meeting was posted at all District offices and published in the Omaha World-Herald on July 3, 2003.

WEST BRANCH CHANNEL PROJECT (84<sup>TH</sup> TO 96<sup>TH</sup> STREET) PROPERTY EXCHANGE WITH BELLINO PROPERTIES LLC: Martin Cleveland reviewed his memo which discussed the channel project and proposed property exchange. He displayed a photo showing the area in question. Pat Sullivan, Adams & Sullivan, addressed the Subcommittee and responded to questions.

\* It was moved by Conley, and seconded by Thompson, that the Subcommittee recommend to the Board that staff be directed to obtain an update of the June 2001 appraisal for the two parcels and present the results at the August 12, 2003 Subcommittee meeting.

Roll call was taken on the motion. The motion carried on a vote of 5 to 0.

Voting Yea: Connealy, Conley (John), Nichols, Thompson, Neary

Voting Nay: None Abstaining: None

Excused Absence: Gardner

Absent: None

P-MRNRD INSURANCE COVERAGE FOR FY2004 -: GM Oltmans reviewed the memo regarding the P-MRNRD insurance coverage. He noted that he had contacted 4 insurance agencies for proposals for FY 2004 coverage. The District received proposals from Dunbar-Peterson (\$244,486) and Harry Koch Co. (\$416,895). It was pointed out that this was an increase of approximately \$60,000. He then introduced Keith Limbo from Dunbar-Peterson. Mr. Limbo responded to the Subcommittee's questions and commented on the insurance industry as a whole. Discussion ensued regarding changing the anniversary date for our coverage.

\* It was moved by Conley, and seconded by Nichols, that the Subcommittee recommend to the Board that the Dunbar-Peterson proposal of \$244,486 for insurance coverage for FY 2004 be accepted.

Roll call was taken on the motion. The motion carried on a vote of 5 to 0.

Voting Yea: Connealy, Conley (John), Nichols, Thompson, Neary

Voting Nay: None Abstaining: None

Excused Absence: Gardner

Absent: None

<u>ADDITION OF DISTRICT POLICY 16.8 – DISTRICT PROPERTY- VEHICLE REPLACEMENT SCHEDULE:</u> GM Oltmans noted that the District had no written policy regarding vehicle replacement and that the Subcommittee had directed staff to write a policy regarding this issue. The following is the draft policy:

<u>16.8 District Property – Vehicle Replacement Schedule:</u> It is the policy of the NRD to maintain all District-owned vehicles to keep them in the best condition possible. The District will use the following as a guideline for the replacement of District-owned vehicles:

Gas Vehicles - 6 years or 100,000 miles

Diesel Vehicles - 7 years or 150,000 miles

This is a guideline only. Recommendation for replacement of vehicles based on maintenance history and/or vehicle condition is at the discretion of the General Manager.

\* It was moved by Neary, and seconded by Thompson, that the Subcommittee recommend to the Board that District Policy 16.8 District Property – Vehicle Replacement Schedule be tabled for one month pursuant to District Policy 1.5 with final consideration at the August 14, 2003 Board meeting and that such policy be effective for FY 2005.

Roll call was taken on the motion. The motion carried on a vote of 5 to 0.

Voting Yea: Connealy, Conley (John), Nichols, Thompson, Neary

Voting Nay: None Abstaining: None

Excused Absence: Gardner

Absent: None

#### FY 2004 BUDGET:

General Manager Steve Oltmans reviewed the Fiscal Year 2004 Budget – Draft 2 with Subcommittee members. He pointed out that some adjustments had been made to reflect final insurance quotes, carry over expenditures, final state aid, etc. He noted that the projected tax levy was 0.03073 (same as FY 2003) and that the tax levy is contingent on final valuations from the counties. He noted that the Public Input and Comment Meeting would be held at the July 12, 2003 Board Meeting. The formal Budget Hearing and Adoption of FY 2004 Budget would be at the August 14, 2003 Board Meeting and the Board would hold a Public Hearing and set the tax levy for FY 2004 at September 11, 2003 Board Meeting

Chairperson Connealy asked if there were any questions from the Subcommittee regarding the budget. There were none.

a. Review and Recommendation of 1% Increase to the Budgeted Restricted Funds for Lid Calculation for FY 2004 Budget. Pat Teer explained that the District has the ability to increase their base restricted funds by 2.5%. An additional 1% increased is allowed if at least 75% of the governing body votes to approve the increase, which means 8 votes for approval would be required. It was noted this is used as a tool to build the base for future year's budgets and lid calculations. These was discussion

\* It was moved by Conley, and seconded by Nichols, that the Subcommittee recommend to the Board that the following resolution be adopted:

BE IT RESOLVED that the Board of Directors of the Papio-Missouri NRD approves an additional increase of 1% in the Total 2002-2003 Funds Subject to Limitation, pursuant to Neb. Rev. State. §§ 13-518 through 13-522.

Roll call was taken on the motion. The motion carried on a vote of 3 to 2.

Voting Yea: Connealy, Conley (John), Nichols

Voting Nay: Thompson, Neary

Abstaining: None

Excused Absence: Gardner

Absent: None

**OTHER ITEMS OF INTEREST:** There were none.

**ADJOURNMENT**: Being no further business, the meeting adjourned by acclamation at 8:27 p.m.

/pt/com/fel/min-july

# MEMORANDUM TO THE FINANCE, EXPENDITURE AND LEGAL SUBCOMMITTEE:

**SUBJECT:** West Branch Channel Project (84<sup>th</sup> to 96<sup>th</sup> Street)

Property Exchange Agreement with Bellino Properties, LLC

**DATE:** July 1, 2003

**BY:** Martin P. Cleveland

Attached are maps that show the location of the proposed project and associated exchange properties. The District ROW is the former Union Pacific Railroad ROW, located east of proposed 96<sup>th</sup> Street, in Southwest ½ of Section 22, Township 14 North, Range 12 East, Sarpy County. The Bellino Properties, LLC ROW is located in Tax Lot 1A in Southwest ¼ of Section 22, Township 14 North, Range 12 East, Sarpy County, east of 96<sup>th</sup> Street.

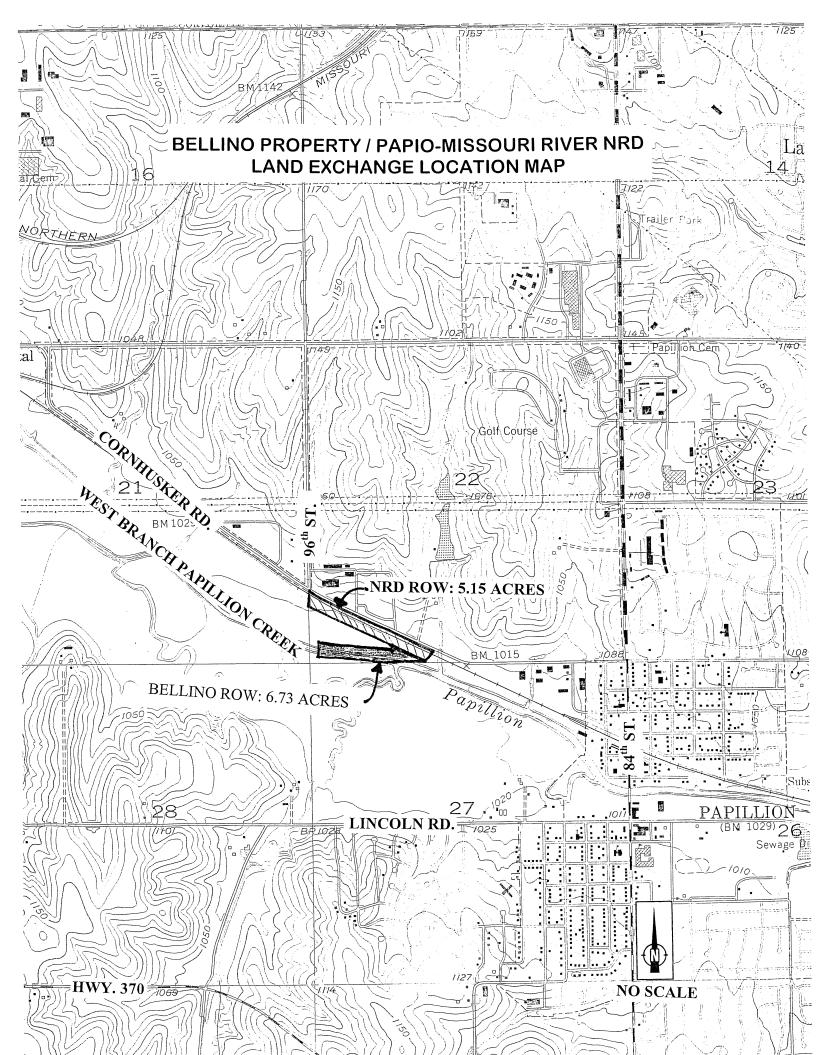
At the April 19, 2001 meeting the Board of Directors approved a property exchange with Gene Gollehon, who had a purchase option with the former landowner, Howard Schwer. Mr. Gollehon's purchase option has expired without execution of a purchase agreement with the District. Attached is a copy of that purchase agreement and the related memo to the Subcommittee. The April 19, 2001 Board action required that the property exchange be based on exchange prices as determined by appraisals.

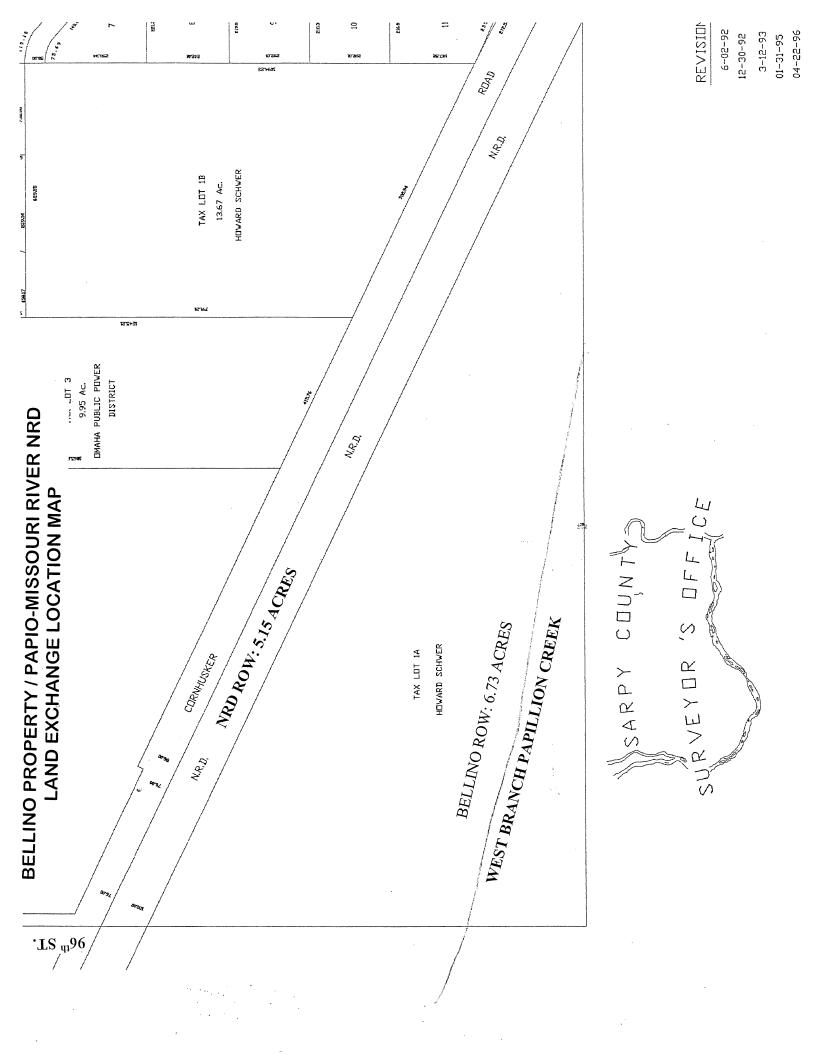
Mr. Pat Sullivan, attorney for Bellino Properties, LLC is proposing to use the same purchase agreement format as approved earlier by the Board for Mr. Gollehon. Attached is an updated version of that purchase agreement with new legal descriptions included. Bellino plans to utilize the District ROW as part of his commercial development and District will utilize the Bellino ROW for proposed channel improvements. The District ROW, which is a 100 ft. wide strip located parallel to Cornhusker Road severely limits access to Cornhusker Road and this is the reason for the proposed exchange and in turn the District needs the channel ROW on Bellino's property to construct channel improvements. The channel improvement project is currently in the design phase and it is expected that construction will start in late 2003. The staff recommends that the District ROW (5.15 acres) be exchanged for Bellino ROW (6.73 acres) at net cost determined by appraisals conducted by the District's appraiser. According to the July 5, 2001 report of Ken Beckstrom's appraisal, the Bellino (formerly Schwer) parcel is appraised at \$12,835 and the District parcel is appraised at \$51,500 for a net difference in favor of the District of \$38,665.

It is the staff's recommendation that the Subcommittee recommend to the Board that the General Manager be authorized to execute an exchange agreement with Bellino Properties, LLC for properties located southeast of 96<sup>th</sup> Street and Cornhusker Road, with values as determined by NRD provided appraisals and authorized to execute such additional documents to effectuate the transaction as deemed necessary by the General Manager and approved as to form by District Legal Counsel.

Enclosure

Wb391 File: 530 Reach: 7-13





# PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT BELLINO PROPERTIES, L.L.C.

#### EXCHANGE AGREEMENT

	THIS AC	GREEM	IENT (herein	after refer	red	to as	"this A	Agreem	ient") i	is da	ted as of
this _	day	of			,	200	03, by	and l	oetwee	n B	ELLINO
			(hereinafter		to	as	"BELL	INO")	and	the	PAPIO-
MISS	OURI RIV	ER NA	TURAL RES	OURCES	DIS	TRI	CT (hei	einafte	er refer	red t	o as "the
DISTI	RICT").						`				

#### A.

BELLINO hereby agrees to sell and exchange and the DISTRICT hereby agrees to purchase and accept from BELLINO, certain real property upon the following terms and conditions:

- A1. Property. The property of BELLINO to be sold to and exchanged with property of the DISTRICT pursuant to this Agreement consists of the parcel of land in the SW ¼ of Section 22, Township 14 North, Range 12 East, Sarpy County, Nebraska, herein referred to as "PARCEL A," such PARCEL A being described and depicted in the legal description/diagram attached hereto and incorporated herein by reference as "Exhibit A."
- A2. <u>Valuation/Price</u>. For purposes of this Agreement the fair market value of PARCEL A is deemed to be the sum of TWELVE THOUSAND EIGHT HUNDRED THIRTY-FIVE DOLLARS (\$12,835.00).
- A3. <u>Deed.</u> PARCEL A shall be conveyed by BELLINO to the DISTRICT by Full Warranty Deed free and clear of all mortgages, liens (including real estate taxes), tenants' rights, and other encumbrances except easements and protective covenants now of record (such excepted items hereinafter being referred to collectively as "BELLINO'S PERMITTED EXCEPTIONS").
- A4. <u>Title Insurance</u>. Within 45 days after the date of this Agreement, BELLINO shall deliver to the DISTRICT a commitment for a title insurance policy for PARCEL A.
  - (a) Such commitment shall be issued by an authorized title insurance company in the amount of the agreed fair market value thereof as referred to hereinabove and shall show marketable fee simple title to PARCEL A to be vested in BELLINO, subject only to BELLINO'S PERMITTED EXCEPTIONS aforesaid and liens and encumbrances of an ascertainable amount which may be removed by the payment of money at the time of closing and which BELLINO may so remove at

that time by using a portion of the purchase price to be paid at closing, including deposit of same for BELLINO'S account with the title insurer pursuant to a "title indemnity" or similar escrow arrangement pending removal or release of such liens or encumbrances. The aforesaid policy or commitment shall be conclusive evidence of good title as therein shown as to all matters insured or to be insured by the policy, subject only to the exceptions as therein stated.

- (b) If the aforesaid commitment discloses any exceptions to title other than BELLINO'S PERMITTED EXCEPTIONS (hereinafter referred to as BELLINO'S NONPERMITTED EXCEPTIONS), BELLINO shall have 30 days from the date of delivery of the commitment to BELLINO to have BELLINO'S NONPERMITTED EXCEPTIONS removed from the policy or commitment, or, at BELLINO'S expense, to have the title insurer commit to insure against loss or damage that may be occasioned by BELLINO'S NONPERMITTED EXCEPTIONS, and in such event, the time of closing shall be the day following the date of such removal of exceptions or commitment to insure, or the date for closing as provided pursuant to Paragraph 9 hereof, whichever comes later.
- (c) If BELLINO fails to have BELLINO'S NONPERMITTED EXCEPTIONS removed, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions within the specified time, the DISTRICT may, at the DISTRICT'S election, terminate this Agreement or take title as title to PARCEL A then is, in either case by giving BELLINO written notice of the DISTRICT'S election and, in the latter case, by tendering performance on the DISTRICT'S part. If the DISTRICT fails to give notice of such election within ten days after the expiration of the aforesaid 30 days, then the DISTRICT shall be deemed to have elected to take title as it then is, and this transaction shall close in accordance with the preceding provisions hereof. If the DISTRICT shall give notice of the DISTRICT'S election to terminate this Agreement, as aforesaid, within the time provided, then this Agreement shall thereupon, without further action by any party, become null and void and neither party shall have any obligation hereunder.

В.

The DISTRICT hereby agrees to sell and exchange and BELLINO hereby agrees to purchase and accept from the DISTRICT, certain real property upon the following terms and conditions:

B1. <u>Property</u>. The property of the DISTRICT to be sold to and exchanged with property of BELLINO pursuant to this Agreement consists of the parcel of land in the SW <sup>1</sup>/<sub>4</sub> of Section 22, Township 14 North, Range 12 East, Sarpy County, Nebraska, referred to

- as "PARCEL B," such PARCEL B being described and depicted in the legal description and diagram attached hereto and incorporated herein by reference as Exhibit "B."
- B2. <u>Valuation/Price</u>. For purposes of this Agreement the fair market value of PARCEL B is deemed to be the sum of FIFTY-ONE THOUSAND FIVE HUNDRED DOLLARS (\$51,500.00).
- B3. <u>Deed</u>. PARCEL B shall be conveyed by the DISTRICT to BELLINO by Full Warranty Deed free and clear of all mortgages, liens (including real estate taxes), tenants' rights and other encumbrances except easements and protective covenants now of record, such excepted items hereinafter being referred to collectively as "the DISTRICT'S PERMITTED EXCEPTIONS".
- B4. <u>Title Insurance</u>. Within 45 days after the date of this Agreement, the DISTRICT shall deliver to BELLINO a commitment for a title insurance policy for PARCEL B.
  - (a) Such commitment shall be issued by an authorized company in the amount of the agreed fair market value thereof as referred to hereinabove and shall show marketable fee simple title to PARCEL B to be vested in the DISTRICT, subject only to the DISTRICT'S PERMITTED EXCEPTIONS aforesaid and liens and encumbrances of an ascertainable amount which may be removed by the payment of money at the time of closing and which the DISTRICT may so remove at that time by using a portion of the purchase price to be paid at closing, including deposit of same for the DISTRICT'S account with the title insurer pursuant to a "title indemnity" or similar escrow arrangement pending removal or release of such liens or encumbrances. The aforesaid policy or commitment shall be conclusive evidence of good title as therein shown as to all matters insured or to be insured by the policy, subject only to the exceptions as therein stated.
  - (b) If the aforesaid commitment discloses any exceptions to title other than the DISTRICT'S PERMITTED EXCEPTIONS (hereinafter referred to as the DISTRICT'S NONPERMITTED EXCEPTIONS), the DISTRICT shall have 30 days from the date of delivery of the commitment to the DISTRICT to have the DISTRICT'S NONPERMITTED EXCEPTIONS removed from the policy or commitment, or, at the DISTRICT'S expense, to have the title insurer commit to insure against loss or damage that may be occasioned by the DISTRICT'S NONPERMITTED EXCEPTIONS, and in such event, the time of closing shall be the day following the date of such removal of exceptions or commitment to insure, or the date for closing as provided pursuant to Paragraph 9 hereof, whichever comes later.

(c) If the DISTRICT fails to have the DISTRICT'S NONPERMITTED EXCEPTIONS removed, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions within the specified time, BELLINO may, at BELLINO'S election, terminate this Agreement or take title as title to PARCEL B then is, in either case by giving the DISTRICT written notice of BELLINO'S election and, in the latter case, by tendering performance on BELLINO'S part. If BELLINO fails to give notice of such election within ten days after the expiration of the aforesaid 30 days, then BELLINO shall be deemed to have elected to take title as it then is, and this transaction shall close in accordance with the preceding provisions hereof. If BELLINO shall give notice of BELLINO'S election to terminate this Agreement, as aforesaid, within the time provided, then this Agreement shall thereupon, without further action by any party, become null and void and neither party shall have any obligation hereunder.

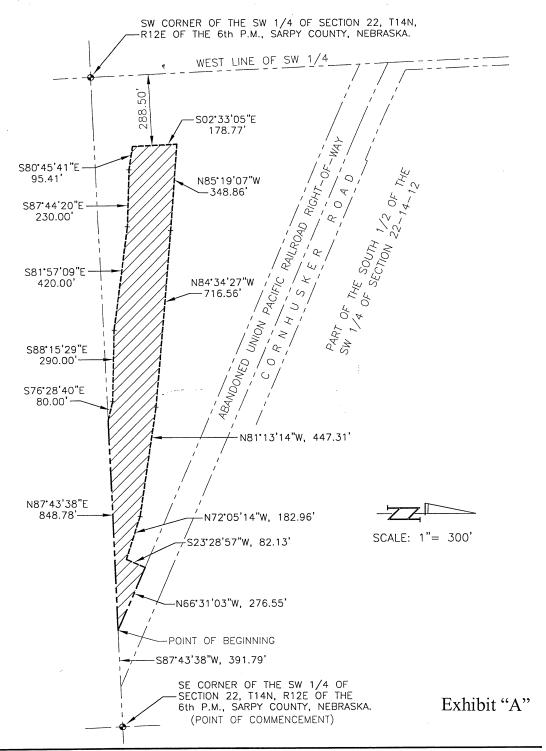
C.

- C1. <u>Payment Of Difference In Net Values</u>. For the purposes of this Agreement, the difference between the fair market values of the respective premises shall be deemed to be the sum of THIRTY-EIGHT THOUSAND SIX HUNDRED SIXTY-FIVE DOLLARS (\$38,665.00), which sum shall be due and payable by BELLINO to the DISTRICT at the time of closing.
- C2. <u>Surveys</u>. All surveys which a party may require in connection with the closing of this transaction shall be at the expense of such party.
- C3. <u>Title Insurance Premiums</u>. Each party shall pay the premiums for the title insurance for which this Agreement calls such party to provide a title insurance commitment.
- C4. <u>Closing</u>. This transaction shall be closed upon a date and at a time to be designated in a written notice mailed by the DISTRICT to BELLINO, such closing date to be not less than 20 days and not more than 60 days following the date of this Agreement. The transaction shall be closed at the DISTRICT'S principal office, in Sarpy County, or at such other time and/or place as may be agreed upon in writing by BELLINO and the DISTRICT.
- C5. <u>Delivery of possession</u>. Possession of PARCEL A and PARCEL B shall be delivered at closing, subject to the aforesaid permitted exceptions, or at such subsequent time as may be agreed upon in writing by BELLINO and the DISTRICT.

- C6. <u>Revenue Stamps</u>. All documentary stamp taxes shall be paid by the respective grantee of a transaction to the extent that these transactions are not exempt therefrom.
  - C7. Recordation. This Agreement may be recorded in whole or in part.
- C8. <u>Entire agreement</u>. This instrument contains the entire agreement between the parties, and each party agrees that neither party, nor any officers, agents, or employees of the parties, have made any representation or promise with respect to, or affecting the properties subject to this Agreement, not expressly contained herein.
- C9. <u>Governing law</u>. The provisions of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Nebraska.
- C10. <u>Captions</u>. The captions contained in this Agreement are for convenience only and are not intended to limit or define the scope or effect of any provision of this Agreement.
  - C11. Time. Time is of the essence of this Agreement.
- C12. <u>Default; specific performance</u>. If either party shall default hereunder, the other party shall be entitled to enforce specific performance of this Agreement or may terminate this Agreement.
- C13. <u>Notices</u>. All notices herein required shall be in writing and shall be served on the parties at the addresses set out below, or at such other address as either party may hereafter designate in writing for service of notice to itself. The mailing of a notice by certified or registered mail, return receipt requested, or delivery thereof by messenger, shall be sufficient service.
- C14. <u>Survival of conditions</u>. The terms and conditions of this Agreement, and all representations, covenants, warranties, and agreements made herein, shall survive the closing of this transaction, and shall not be deemed to have merged or terminated upon closing.
- C15. <u>Binding effect</u>. The provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the successors in interest and assigns of the respective parties hereto.

	BELLINO PROPERTIES, L.L.C. Address:
	By Title:
	PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT 8901 South 154th Street Omaha, NE 68138-3621
	By Title: General Manager
STATE OF NEBRASKA ) ) SS. COUNTY OF )	
On this day of	, 2003, before me, a Notary Public in
and for said County, personally came	
	of BELLINO PROPERTIES, L.L.C., to me
personally known to be the identical	person whose name is affixed to the above and
foregoing instrument, and acknowledge	ed the same to be his voluntary act and deed and the
voluntary act and deed of said limited li	ability company.
WITNESS my hand and Notaria	al Seal the date last aforesaid.
	Notary Public

STATE OF NEBRASKA )	
SS.	
COUNTY OF) SS.	
On this day of	, 2003, before me, a Notary Public
personally came STEVEN G. OLTMAN	S, General Manager of the Papio-Missouri River
Natural Resources District, to me persona	ally known to be the identical person whose name
is affixed to the above and foregoing in	strument, and acknowledged the same to be his
voluntary act and deed and the voluntary a	ct and deed of said Natural Resources District.
WITNESS my hand and Notarial S	eal the date last aforesaid.
	Notary Public



#### LEGAL DESCRIPTION

THAT PART OF THE SOUTH 1/2 OF THE SW 1/4 OF SECTION 22, T14N, R12E OF THE 6th P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SAID SW 1/4; THENCE S87'43'38"W (ASSUMED BEARING) 391.79 FEET ON THE SOUTH LINE OF SAID SW 1/4 TO THE SOUTHWEST LINE OF THE ABANDONED UNION PACIFIC RAILROAD RIGHT-OF-WAY AND THE POINT OF BEGINNING; THENCE N66'31'03"W 276.55 FEET ON THE SOUTHWEST LINE OF THE ABANDONED UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE S23'28'57"W 82.13 FEET; THENCE N72'05'14"W 182.96 FEET; THENCE N81'13'14"W 447.31 FEET; THENCE N84'34'27"W 716.56 FEET; THENCE N85'19'07"W 348.86 FEET; THENCE S02'33'05"E 178.77 FEET ON A LINE 288.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SW 1/4; THENCE S80'45'41"E 95.41 FEET; THENCE S87'44'20"E 230.00 FEET; THENCE S81'57'09"E 420.00 FEET; THENCE S88'15'29"E 290.00 FEET; THENCE S76'28'40"E 80.00 FEET TO THE SOUTH LINE OF SAID SW 1/4; THENCE N87'43'38"E 848.78 FEET ON THE SOUTH LINE OF SAID SW 1/4 TO THE POINT OF BEGINNING. CONTAINING 6.73 ACRES MORE OR LESS.

TD2 FILE NO.: 1202-103-3(EXB) DATE: JUNE 30, 2003

#### LEGAL DESCRIPTION

PART OF THE 100.00 FOOT WIDE ABANDONED UNION PACIFIC RAILROAD RIGHT-OF-WAY IN THE SOUTH 1/2 OF THE SW 1/4 OF SECTION 22, T14N, R12E OF THE 6th P.M., SARPY COUNTY, NEBRASKA, THE CENTERLINE OF SAID 100.00 FOOT WIDE ABANDONED UNION PACIFIC RAILROAD RIGHT-OF-WAY BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SAID SW 1/4; THENCE S87'43'38"W (ASSUMED BEARING) 276.98 FEET ON THE SOUTH LINE OF SAID SW 1/4 TO THE CENTERLINE OF THE ABANDONED UNION PACIFIC RAILROAD RIGHT-OF-WAY; THENCE N66'31'03"W 379.90 FEET ON SAID CENTERLINE TO THE POINT OF BEGINNING; THENCE CONTINUING N66'31'03"W 1973.30 FEET ON SAID CENTERLINE; THENCE NORTHWESTERLY ON SAID CENTERLINE ON A 5729.65 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N65'10'15"W, CHORD DISTANCE 269.31 FEET, AN ARC DISTANCE OF 269.34 FEET TO THE WEST LINE OF SAID SW 1/4 AND THE POINT OF TERMINATION, WITH THE OUTER LIMITS OF SAID 100.00 FOOT WIDE ABANDONED UNION PACIFIC RAILROAD RIGHT-OF-WAY BEING EXTENDED TO MEET THE WEST LINE OF SAID SW 1/4. CONTAINING 5.15 ACRES MORE OR LESS

TD2 FILE NO.: 1202-103-3EX1 DATE: JUNE 13, 2003

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

THOMPSON, DREESSEN & DORNER, INC., 10836 OLD MILL ROAD, OMAHA, NEBRASKA 68154, 402-330-8860

## MEMORANDUM TO THE FINANCE, EXPENDITURE AND LEGAL SUBCOMMITTEE:

**SUBJECT:** West Branch Channel Project (84<sup>th</sup> to 96<sup>th</sup> Street)

Property Exchange Agreement with Gene Gollehon

DATE:

April 9, 2001

BY:

Martin P. Cleveland

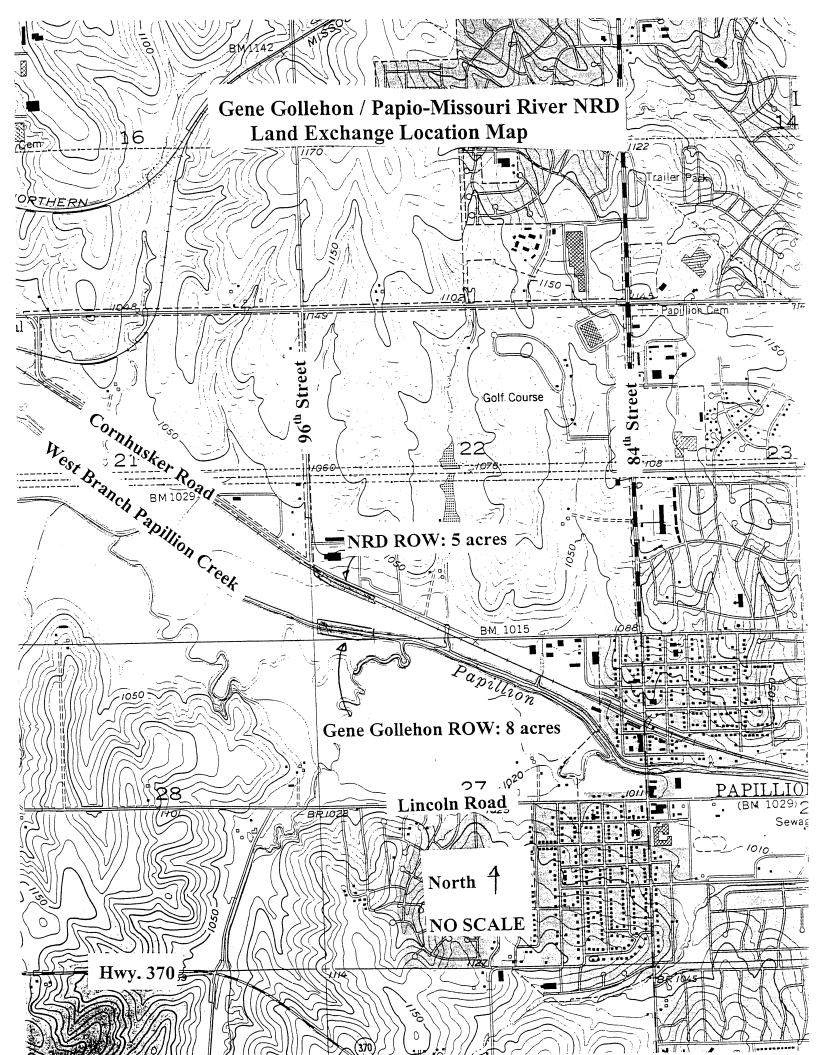
Attached is a location map that shows the location of the proposed project and associated exchange properties. Also attached is a proposed exchange agreement, which provides for the exchange of District property (ROW) for Gene Gollehon's property. The District ROW is the former Union Pacific Railroad ROW, located east of proposed 96<sup>th</sup> Street, in Southwest ½ of Section 22, Township 14 North, Range 12 East, Sarpy County. The Gene Gollehon ROW is located in Tax Lot 1A,east of 96<sup>th</sup> Street. Gene Gollehon has an option to purchase this property from Howard Schwer and expects to exercise the option in next several months. Mr. Gollehon will utilize the District ROW as part of his commercial development and District will utilize the Gollehon ROW for proposed channel improvements.

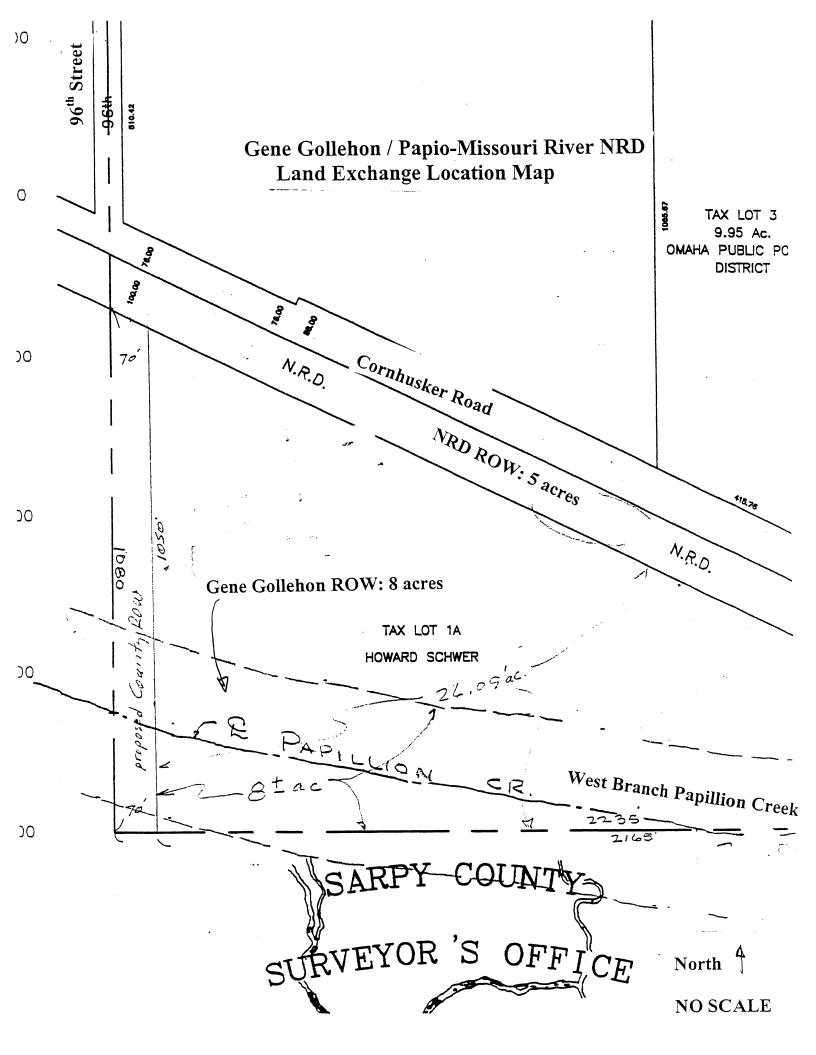
The channel improvement project is scheduled for design this year and construction starting in 2002. The District ROW (5 acres) will be exchanged for Gollehon ROW (8 acres) at net cost determined by appraisals conducted by the District's appraiser. The District ROW, which is a 100 ft. wide strip located parallel to Cornhusker Road severely limits access to Cornhusker Road and this is the reason for the proposed exchange and in turn the District needs the channel ROW on Gollehon's property to construct channel improvements. The staff recommends that the District obtain appraisals for the two parcels and that the exchange agreement be prepared reflect the values. The party with the exchange property, which has the lower value, will pay the net value of the parcels.

It is the staff's recommendation that the Subcommittee recommend to the Board that the General Manager be authorized to execute an exchange agreement with Gene Gollehon for properties located southeast of 96<sup>th</sup> Street and Cornhusker Road, with values as determined by appraisals.

#### Enclosure

Wb330 File: 530 Reach: 7-13





# PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT GENE GOLLEHON, P.E.

#### EXCHANGE AGREEMENT

day of \_\_\_\_\_\_, 2001, by and between GENE GOLLEHON, P.E. (hereinafter referred to as "GOLLEHON") and the PAPIO-MISSOURI RIVER

THIS AGREEMENT (hereinafter referred to as "this Agreement") is dated as of this

NATURAL RESOURCES DISTRICT (hereinafter referred to as "the DISTRICT").
<b>A.</b>
GOLLEHON hereby agrees to sell and exchange and the DISTRICT hereby agrees to purchase and accept from GOLLEHON, certain real property upon the following terms and conditions:
A1. Property. The property of GOLLEHON to be sold to and exchanged with property of the DISTRICT pursuant to this Agreement consists of the parcel of land in Sarpy County, Nebraska, herein referred to as "PARCEL A," such PARCEL A being described and depicted in the legal description/diagram attached hereto and incorporated herein by reference as "Exhibit A."
A2. <u>Valuation/Price</u> . For purposes of this Agreement the fair market value of PARCEL A is deemed to be the sum of
A3. <u>Deed</u> . PARCEL A shall be conveyed by GOLLEHON to the DISTRICT by Full Warranty Deed free and clear of all mortgages, liens (including real estate taxes), tenants' rights, and other encumbrances except easements and protective covenants now of record (such excepted items hereinafter being referred to collectively as "GOLLEHON'S PERMITTED EXCEPTIONS").
A4. <u>Title Insurance</u> . Within 45 days after the date of this Agreement, GOLLEHON shall deliver to the DISTRICT a commitment for a title insurance policy for PARCEL A.
(a) Such commitment shall be issued by an authorized title insurance company in the amount of the agreed fair market value thereof as referred to hereinabove and shall show marketable fee simple title to PARCEL A to be vested in GOLLEHON, subject only to GOLLEHON'S PERMITTED EXCEPTIONS aforesaid and liens and encumbrances of an ascertainable amount which may be removed by the payment of money at the time of closing and which GOLLEHON may so remove at that time by using a portion of the purchase price to be paid at

closing, including deposit of same for GOLLEHON'S account with the title insurer pursuant to a "title indemnity" or similar escrow arrangement pending removal or release of such liens or encumbrances. The aforesaid policy or commitment shall be conclusive evidence of good title as therein shown as to all matters insured or to be insured by the policy, subject only to the exceptions as therein stated.

- (b) If the aforesaid commitment discloses any exceptions to title, hereinafter referred to as GOLLEHON'S NONPERMITTED EXCEPTIONS, other than GOLLEHON'S PERMITTED EXCEPTIONS, GOLLEHON shall have 30 days from the date of delivery of the commitment to GOLLEHON to have GOLLEHON'S NONPERMITTED EXCEPTIONS removed from the policy or commitment, or, at GOLLEHON'S expense, to have the title insurer commit to insure against loss or damage that may be occasioned by GOLLEHON'S NONPERMITTED EXCEPTIONS, and in such event, the time of closing shall be the day following the date of such removal of exceptions or commitment to insure, or the date for closing as provided pursuant to Paragraph 9 hereof, whichever comes later.
- (c) If GOLLEHON fails to have GOLLEHON'S NONPERMITTED EXCEPTIONS removed, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions within the specified time, the DISTRICT may, at the DISTRICT'S election, terminate this Agreement as to all of PARCEL A or take title as then is, in either case by giving GOLLEHON written notice of the DISTRICT'S election and, in the latter case, by tendering performance on the DISTRICT'S part. If the DISTRICT fails to give notice of such election within ten days after the expiration of the aforesaid 30 days, then the DISTRICT shall be deemed to have elected to take title as it then is, and this transaction shall close in accordance with the preceding provisions hereof. If the DISTRICT shall give notice of the DISTRICT'S election to terminate this Agreement, as aforesaid, within the time provided, then this Agreement shall thereupon, without further action by any party, become null and void and neither party shall have any obligation hereunder.

В.

The DISTRICT hereby agrees to sell and exchange and GOLLEHON hereby agrees to purchase and accept from the DISTRICT, certain real property upon the following terms and conditions:

B1. Property. The property of the DISTRICT to be sold to and exchanged with property of GOLLEHON pursuant to this Agreement consists of the parcel of land in Sarpy County, Nebraska, referred to as "PARCEL B," such PARCEL B being described and depicted in the legal description and diagram attached hereto and incorporated herein by reference as Exhibit "B."

- B3. <u>Deed</u>. PARCEL B shall be conveyed by the DISTRICT to GOLLEHON by Full Warranty Deed free and clear of all mortgages, liens (including real estate taxes), tenants' rights and other encumbrances except easements and protective covenants now of record, such excepted items hereinafter being referred to collectively as "the DISTRICT'S PERMITTED EXCEPTIONS".
- B4. <u>Title Insurance</u>. Within 45 days after the date of this Agreement, the DISTRICT shall deliver to GOLLEHON a commitment for a title insurance policy for PARCEL B.
  - (a) Such commitment shall be issued by an authorized company in the amount of the agreed fair market value thereof as referred to hereinabove and shall show marketable fee simple title to PARCEL B to be vested in the DISTRICT, subject only to the DISTRICT'S PERMITTED EXCEPTIONS aforesaid and liens and encumbrances of an ascertainable amount which may be removed by the payment of money at the time of closing and which the DISTRICT may so remove at that time by using a portion of the purchase price to be paid at closing, including deposit of same for the DISTRICT'S account with the title insurer pursuant to a "title indemnity" or similar escrow arrangement pending removal or release of such liens or encumbrances. The aforesaid policy or commitment shall be conclusive evidence of good title as therein shown as to all matters insured or to be insured by the policy, subject only to the exceptions as therein stated.
  - (b) If the aforesaid commitment discloses any exceptions to title, hereinafter referred to as the DISTRICT'S NONPERMITTED EXCEPTIONS, other than the DISTRICT'S PERMITTED EXCEPTIONS, the DISTRICT shall have 30 days from the date of delivery of the commitment to the DISTRICT to have the DISTRICT'S NONPERMITTED EXCEPTIONS removed from the policy or commitment, or, at the DISTRICT'S expense, to have the title insurer commit to insure against loss or damage that may be occasioned by the DISTRICT'S NONPERMITTED EXCEPTIONS, and in such event, the time of closing shall be the day following the date of such removal of exceptions or commitment to insure, or the date for closing as provided pursuant to Paragraph 9 hereof, whichever comes later.
  - (c) If the DISTRICT fails to have the DISTRICT'S NONPERMITTED EXCEPTIONS removed, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions within the specified time, GOLLEHON may, at GOLLEHON'S election, terminate this Agreement as to all of

PARCEL B or take title as then is, in either case by giving the DISTRICT written notice of GOLLEHON'S election and, in the latter case, by tendering performance on GOLLEHON'S part. If GOLLEHON fails to give notice of such election within ten days after the expiration of the aforesaid 30 days, then GOLLEHON shall be deemed to have elected to take title as it then is, and this transaction shall close in accordance with the preceding provisions hereof. If GOLLEHON shall give notice of GOLLEHON'S election to terminate this Agreement, as aforesaid, within the time provided, then this Agreement shall thereupon, without further action by any party, become null and void and neither party shall have any obligation hereunder.

C.

C1. Payment Of Difference In Net Values.	For the purposes of this A	greement,
the difference between the fair market values of the res	spective premises shall be	deemed to
be the sum of	DOLLARS (\$	00),
which sum shall be due and payable by GOLLEHO	N to the DISTRICT at the	e time of
closing, by GOLLEHON'S bank check.		

- C2. <u>Surveys</u>. All surveys which a party may require in connection with the closing of this transaction shall be at the expense of such party.
- C3. <u>Title Insurance Premiums</u>. Each party shall pay the premiums for the title insurance for which this Agreement calls such party to provide a title insurance commitment.
- C4. <u>Closing</u>. This transaction shall be closed upon a date and at a time to be designated in a written notice mailed by the DISTRICT to GOLLEHON, such closing date to be not less than 20 days and not more than 60 days following the date of this Agreement. The transaction shall be closed at the DISTRICT'S principal office, in Sarpy County, or at such other time and/or place as may be agreed upon in writing by GOLLEHON and the DISTRICT.
- C5. <u>Delivery of possession</u>. Possession of PARCEL A and PARCEL B shall be delivered at closing subject to the aforesaid permitted exceptions, or at such subsequent time as may be agreed upon in writing by GOLLEHON and the DISTRICT.
- C6. <u>Revenue Stamps</u>. All documentary stamp taxes shall be paid by the respective grantee of a transaction to the extent that these transactions are not exempt therefrom.
  - C7. Recordation. This Agreement may be recorded in whole or in part.
- C8. <u>Entire agreement</u>. This instrument contains the entire agreement between the parties, and each party agrees that neither party, nor any officers, agents, or employees of the

parties, have made any representation or promise with respect to, or affecting the properties subject to this Agreement, not expressly contained herein.

- C9. <u>Governing law</u>. The provisions of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Nebraska.
- C10. <u>Captions</u>. The captions contained in this Agreement are for convenience only and are not intended to limit or define the scope or effect of any provision of this Agreement.
  - C11. <u>Time</u>. Time is of the essence of this Agreement.
- C12. <u>Default; specific performance</u>. If either party shall default hereunder, the other party shall be entitled to enforce specific performance of this Agreement or may terminate this Agreement.
- C13. <u>Notices</u>. All notices herein required shall be in writing and shall be served on the parties at the addresses set out below, or at such other address as either party may hereafter designate in writing for service of notice to itself. The mailing of a notice by certified or registered mail, return receipt requested, or delivery thereof by messenger, shall be sufficient service.
- C14. <u>Survival of conditions</u>. The terms and conditions of this Agreement, and all representations, covenants, warranties, and agreements made herein, shall survive the closing of this transaction, and shall not be deemed to have merged or terminated upon closing.
- C15. <u>Binding effect</u>. The provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the successors in interest and assigns of the respective parties hereto.

GENE GOLLEHON, P.E. Address:
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, NEBRASKA 8901 South 154th Street Omaha, NE 68138-3621
ByGeneral Manager

STATE OF NEBRASKA )
) SS. COUNTY OF)
On this day of, 2001, before me, a Notary Public in and for said County, personally came GENE GOLLEHON, to me personally known to be the identical person whose name is affixed to the above and foregoing instrument, and acknowledged the same to be his voluntary act and deed.
WITNESS my hand and Notarial Seal the date last aforesaid.
Notary Public
STATE OF NEBRASKA ) ) SS. COUNTY OF )
On this day of, 2001, before me, a Notary Public, personally came STEVEN G. OLTMANS, General Manager of the Papio-Missouri River Natural Resources District, to me personally known to be the identical person whose name is affixed to the above and foregoing instrument, and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said Natural Resources District.
WITNESS my hand and Notarial Seal the date last aforesaid.
Notary Public

### **MEMORANDUM:**

TO: FEL Subcommittee

SUBJECT: FY 2004 Insurance Coverage

DATE: June 25, 2003

FROM: Steve Oltmans, General Manager

In an effort to keep District's expenditures down, the GM sent a memo to several insurance agencies asking for Insurance Proposals for FY 2004 for the Papio-Missouri River NRD (see attached memo). The following agencies were contacted:

Dunbar-Peterson (current agent) Greco Insurance Inspro Insurance Harry Koch Co.

The District received proposals from Dunbar-Peterson and Harry Koch Co. Greco Insurance and Inspro Insurance declined to submit proposals. The following is a summary of the proposals received:

P-MRNRD Insurance Summary FY 2004				
Coverages Provided:	Koch Proposal			
General Liability:	\$250,000			
Umbrella Liability:	included in GL	\$41,431		
Property:	\$19,012	\$30,456		
Inland Marine:	\$15,312	included in property		
Automobile:	\$33,275	\$33,079		
Workers' Comp	\$73,754	\$81,000		
Public Officials E&O:	\$25,542	included in GL		
Crime	included in E&O	\$2,000		
TOTALS:	\$416,895			

As you can see the Dunbar Peterson proposal is considerably lower than the Harry Koch Co. Proposal. The most significant difference is in the General Liability/Umbrella Liability coverage. I have attached a copy of the Dunbar-Peterson proposed coverages for your review. Please note last year's insurance package cost the District \$168,990. This proposal is a 44.6% increase. I have attached a summary chart showing the history of the P-MRNRD insurance package from FY 1997 to FY 2004 for your information.

It is the recommendation of the GM that the Dunbar-Peterson proposal of \$244,486 for insurance coverage for FY 2004 be accepted.

### **MEMORANDUM**

TO: Keith Limbo, Dunbar-Peterson

Tom Greco, Greco Insurance James Williams, Inspro Insurance Bill Johnson, Harry Koch Co.

SUBJECT: Insurance Proposals for FY 2004

DATE: April 30, 2003

FROM: Steven G. Oltmans, General Manager

Patricia J. Teer, Administrative Coordinator

The Papio-Missouri River Natural Resources District will receive written proposals for various insurance coverages for the District at the headquarters office, 8901 S. 154<sup>th</sup> Street, Omaha, NE. Proposals will be accepted up to 10:00 a.m. on Friday, June 13, 2003. The effective date of coverage will be July 1, 2003. All proposals submitted should be on the agent's letterhead, placed in a sealed envelope and clearly marked with the words "Insurance Proposal."

All proposals will be reviewed by the General Manager and decision regarding coverage for FY 2004 will be made by Friday, June 20, 2003.

Proposals will be accepted only from agents who are duly licensed by the State of Nebraska. Agents must have been appointed by the insurance carriers being used, or the agent must have a valid Nebraska Insurance Brokers license.

All proposals should contain a statement by the agent as to his/her experience in insuring public entities and other similar organizations. A listing of significant commercial clients would be helpful.

Any award made by the District will be based on certain considerations. Significant considerations are, but not limited to:

- 1. Cost
- 2. Financial stability and size of the proposed insurance carriers
- 3. Financial stability of the agent
- 4. Loss control and claim services available from both the agent and the carrier
- 5. Experience of agent in handling insurance coverage for a public entity

The following information is attached for your information:

- 1. Copy of the District's current coverage.
- 2. Schedule for Grade Stabilization Structure Inspections and a copy of last year's report
- 3. Loss Information
- 4. P-MRNRD Information Packet
- 5. Video tape of P-MRNRD programs and projects
- 6. Watershed maps

If you need additional information, please feel free to contact us at 444-6222.



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



#### SECTION I. LIABILITY COVERAGE

CARRIER:

American Alternative Insurance Corporation

Member of the American Re Group of Companies A.M. Best Rating: A++ [Superior], XV, Admitted

FORM:

Proprietary / Occurrence

**NAMED INSURED:** 

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

**COVERAGE / LIMIT:** 

**Limit of Insurance** Coverage Part

Bodily Injury & Property Damage **\$1,000,000** Per Occurrence

\$3,000,000 Aggregate

\$1,000,000 Per Person Personal Injury & Advertising Injury

**\$3,000,000** Aggregate

Professional Liability<sup>1</sup>

\$1,000,000 Per Error or Omission

\$3,000,000 Aggregate

Wrongful Acts<sup>2</sup>

\$1,000,000 Per Wrongful Act

\$3,000,000 Aggregate

**Employment Practices Liability** 

\$1,000,000 Per Error or Omission

\$3.000.000 Aggregate

Employee Benefit Liability

\$1,000,000 Per Wrongful Act

\$3,000,000 Aggregate

Fire Damage Limit \$1,000,000 Per Fire

Medical Payments

\$10.000 Per Accident

Nonmonetary Liability \$5,000 Per Incident

Pre-Termination Counseling \$2,500 Per Incident

The limit of insurance and aggregate limit applies separately to each coverage part unless multiple coverage parts are involved in the same occurrence.

DEDUCTIBLE:

\$2,500 PROPERTY DAMAGE, WRONGFUL ACTS AND EMPLOYMENT PRACTICES

RATING BASIS:

· Flat rate / Not subject to audit

POLICY NOTES:

Duty to defend policy

Defense costs outside the limit of liability

Prior acts are NOT available

1 year policy period

SPECIAL REMARKS:

Coverage for acts of terrorism, subject to provisions of the Terrorism Risk Insurance

Act of 2002, included at no additional premium charge.

**NOTABLE EXCLUSIONS:** 

Mold/fungus is excluded where allowable

Refer to the specimen policy for a complete review of all exclusions

Professional liability only applies to water, wastewater, and cemetery operations.

<sup>&</sup>lt;sup>2</sup> Wrongful Acts is synonymous with Directors & Officers Liability and Public Officials Errors & Omissions Liability. Wrongful Acts protects the personal assets of board members and employees of nonprofit, for profit, and public entities.

#### SECTION I. LIABILITY COVERAGE (CONTINUED)

#### LIMITED POLLUTION:

Subject to Policy/Quote Terms

Pollution liability arising out of:

- Products hazard
- · Potable water
- Propane or natural gas
- Pest abatement or spraying
- Weed abatement or spraying
- Hostile fire
- Explosion, lightning, windstorm, vandalism, or malicious mischief, collapse, riot and civil commotion, flood, earthquake, collision, upset or overturn of mobile equipment
- Use, handling, storage, discharge, dispersal, release, or escape of any chemical used in the water treatment process

#### **NOTABLE COVERAGES:**

#### Subject to Policy/Quote Terms

- Advertising Injury
- Backpay Awards
- Broad Named Insured
- Canals & Levees
- · Civil Rights
- Contractual
- Defense Outside Limit
- Diminution of Property Values
- Discrimination
- · Disinfectants Release
- Duty to Defend
- Employee Benefits
- Employment Practices
- Extended Bodily Injury
- Extended Personal Injury
- Failure to Supply
- Fire Legal Liability
- Inverse Condemnation
- Liquor
- Marital Estates & Trusts
- Medical Payments

- Negligent Training / Supervision
- Nonmonetary
- Nonowned Aircraft
- Nonowned Watercraft
- Outside Directorship
- Owned Watercraft
- Personal Injury
- · Pollution / Limited
- Pre-Judgment Interest
- Premises / Operations
- Pre-Termination Counseling
- Products / Completed Operations
- · Professional Liability
- Public Officials
- Railroad Protective
- Sewer Backup
- Sexual Harassment
- · Water Contamination
- Water Testing E&O
- · Wrongful Acts



#### SECTION II. AUTOMOBILE COVERAGE

CARRIER:

American Alternative Insurance Corporation Member of the American Re Group of Companies A.M. Best Rating: A++ [Superior], XV, Admitted

FORM:

**ISO Based Policy** 

NAMED INSURED:

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

**COVERAGE / LIMIT:** 

Owned Automobile \$1,000,000
Hired / Nonowned Automobile \$1,000,000
Uninsured / Underinsured Motorist \$1,000,000
Med Pay or PIP Depending on State Comprehensive, ACV Only YES

Collision, ACV Only YES

SPECIAL COVERAGES<sup>3</sup>:

Broad Form Pollution Yes
Glass Repair / Replacement Yes

Hired Car Physical Damage

\$50,000

**DEDUCTIBLES**:

Liability Deductible \$N/A

Comprehensive Deductible \$500 Collision Deductible \$500

RATING BASIS:

Fleet automatic

• Mid term vehicle changes will be processed with RP's and/or AP's

**POLICY NOTES:** 

1 year policy period

Actual cash value for all vehicles

· Optional coverage available for Rental Car Reimbursement at an additional premium

SPECIAL REMARKS:

-Coverage for acts of terrorism, subject to provisions of the Terrorism Risk Insurance

Act of 2002, included at no additional premium charge.

**NOTABLE EXCLUSIONS:** 

• Refer to the specimen policy for a complete review of all exclusions

These enhancements are only available in conjunction with owned automobile liability coverage. Refer to the policy for the respective limits.

\*\*DUNBAR-PETERSON INSURANCE\*\*



#### SECTION III. PROPERTY COVERAGE

CARRIER:

American Alternative Insurance Corporation

Member of the American Re Group of Companies A.M. Best Rating: A++[Superior], XV, Admitted

FORM:

Proprietary / Special Form

NAMED INSURED:

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

POLICY LIMIT:

\$8,721,647 Real & Personal Property [Owned], Fine Arts, and

Mobile Equipment [Owned] - Per Schedule on File with

Company

\$1,000,000 Covered Property & Coverage Extensions

\$1,000,000 Per occurrence/aggregate Earthquake/Earthmovement sublimit

\$1,000,000 Per occurrence/aggregate Flood<sup>4</sup> sublimit

**DEDUCTIBLES:** 

\$1,000 Per occurrence except for pump motors which has the greater

deductible of \$25 per horsepower or the property deductible.

\$25,000 Per location Earthquake/Earthmovement

\$25,000 Per occurrence Flood

**POLICY NOTES:** 

1 year policy period

No coinsurance penalty

• 125% margin clause<sup>5</sup> - claim payment will not exceed 125% of the amount shown on the

statement of values on file with company

SPECIAL REMARKS:

MAXIMUM \$1,000 PER ITEM FOR UNSCHEDULED EQUIPMENT

• Coverage for acts of terrorism, subject to provisions of the Terrorism Risk Insurance

Act of 2002, included at no additional premium charge.

**NOTABLE EXCLUSIONS:** 

Mold/fungus is excluded where allowable

Refer to the specimen policy for a complete review of all exclusions

**COVERED PERILS:** 

All risk of direct physical loss or damage to covered property, including salvage charges,

which commences during the policy period except as hereinafter excluded

**COVERED PROPERTY:** 

Covered Property and Coverage Extensions will be covered up to the respective blanket

limit

Aboveground Piping

Accounts Receivable

Ammonia Contamination

Communication Equipment

Computer Equipment/Media

• Combatel Edubuleuria

Debris Removal

Demolition & ICC

Expediting Expenses

Extra Expense

· Loss of Income

Nonowned Mobile Equipment

Outdoor Property & Signs

Paved Surfaces

Penstock

Preservation of Property

Property in COC

 Real and Personal Property [Of Others]

Rental Value

 Underground Piping on Insured Premises

<sup>&</sup>lt;sup>4</sup> Flood coverage does not apply to any FEMA designated flood zone.

Margin clause only applies to Real & Personal Property (Owned), Mobile Equipment greater than \$25,000 (Owned), and Fine Arts.

#### Valuable Papers & Records

#### SECTION III. PROPERTY COVERAGE (CONTINUED)

#### These extensions will be covered up to their respective sublimit:

Pollutant Cleanup & Removal \$250,000<sup>6</sup>

Bridge Collapse \$100,000

Trees, Shrubs, & Landscaping Planting \$ 50,000

Breakdowns Resulting from Chlorine Leaks \$ 25,000

Fire Department Service Charge \$ 25,000

Arson & Crime Reward \$ 10,000

#### **LOSS PAYMENT:**

Subject to the policy limit or the respective sublimit, we will pay:

- Actual cash value to replace paved surfaces, vacant buildings, and valuable papers
- Market value to replace fine arts
- Replacement cost value to replace geomembrane covers, mobile equipment, and commandeered property.

Note: Mobile equipment older than 5 years will be valued on an actual cash value basis.

- Replacement cost value to replace buildings, other structures, fixed equipment, personal property, outdoor property, communications equipment, computer equipment and electronic media, trees, shrubs, and landscape planting
  - Actual loss sustained for losses arising from accounts receivable, expediting expenses, extra expense, loss of income, and rental income

**PROPERTY EXCLUDED:** This policy does **not** cover the following property:

[OVERVIEW - PLEASE REFER TO POLICY]

- Aircraft, autos
- Dams, ditches, canals, levees, flumes, aqueducts, or any type of water/wastewater conveyance
- Excavations, underground flues or drains
- Foundations, piers, or other supports that are below the surface of the ground
- Furs, fur garments, jewels, jewelry, pearls, precious and semi-precious metals and alloys
- · Land, atmosphere, or any body of water
- Power transmission and feeder lines
- Property that is separately described and specifically covered by other insurance
- · Saltwater piers, docks and wharves
- · Stamps, letters of credit, cash or tickets
- Standing timber, growing crops, or animals
- · Wells including submersible pumps greater than 50 feet
- Underground piping away from insured premises

<sup>&</sup>lt;sup>6</sup> Coverage applies for any damages and expenses you incur to extract pollutants from land or water at premises owned by, or leased to an Insured if the discharge, dispersal, seepage, migration, release, or escape of the pollutants occurs during the policy and not from a specified peril. Note: Pollution damage resulting from a specified peril is not subject to the \$250,000 sublimit; full coverage applies. Specified perils means the following: Fire; Lightning; Explosion; Windstorm or Hail; Smoke; Aircraft or Vehicles; Riot or Civil Commotion; Sinkhole Collapse; Volcanic Action; Collision; Upset or Overturn; Vandalism; Sprinkler Leakage; or Falling Objects.



#### SECTION IV. CRIME COVERAGE

CARRIER:

American Alternative Insurance Corporation

Member of the American Re Group of Companies A.M. Best Rating: A++[Superior], XV, Admitted

FORM:

ISO Based Policy

Includes Proprietary Wording

NAMED INSURED:

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

COVERAGE / LIMIT:

**Coverage Part** 

**Limit of Insurance** 

Employee Dishonesty Forgery or Alteration

\$200,000 Per Occurrence \$200,000 Per Occurrence

Theft, Disappearance & Destruction

\$100,000 Per Occurrence

Computer Fraud

\$50,000 Per Occurrence

DEDUCTIBLE:

\$500 each occurrence

**POLICY NOTES:** 

· Separate limits apply to each coverage

Coverage extended to directors and authorized volunteers

1 year policy period

SPECIAL REMARKS:

Coverage for acts of terrorism, subject to provisions of the Terrorism Risk Insurance

Act of 2002, included at no additional premium charge.

**NOTABLE EXCLUSIONS:** 

• Refer to the specimen policy for a complete review of all exclusions



#### SECTION V. EXCESS LIABILITY COVERAGE

CARRIER:

American Alternative Insurance Corporation

Member of the American Re Group of Companies A.M. Best Rating: A++[Superior], XV, Admitted

FORM:

**AAIC Commercial Following Form Excess** 

NAMED INSURED:

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

COVERAGE / LIMIT:

\$10,000,000 Excess of Underlying Coverages/Limits

**RATING BASIS:** 

Flat rate / Not subject to audit

**POLICY NOTES:** 

1 year policy period

UNDERLYING COVERAGE: The Umbrella Limit will be Excess of the following Underlying Coverages/Limits:

**UNDERLYING COVERAGES:** 

**UNDERLYING LIMITS:** \$1,000,000/\$3,000,000

**Bodily Injury & Property Damage** Personal Injury & Advertising Injury

\$1,000,000/\$3,000,000

**Professional Liability** Wrongful Acts \$1,000,000/\$3,000,000 \$1,000,000/\$3,000,000

**Employment Related Practices Liability** 

\$1,000,000/\$3,000,000

\$1,000,000/\$3,000,000

**Employee Benefit Liability** 

\$1,000,000 CSL

**Automobile Liability** Excess Employers' Liability

\$500,000/\$500,000/\$500,000

SPECIAL REMARKS:

Coverage for acts of terrorism, subject to provisions of the Terrorism Risk Insurance

Act of 2002, included at no additional premium charge.

**NOTABLE EXCLUSIONS:** 

Mold/fungus is excluded where allowable

· Refer to the specimen policy for a complete review of all exclusions



### COVERAGE SUMMARY FOR: PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

SECTION I. LIABILITY COVERAGE		INCLUDED		
Bodily Injury & Property Damage	\$1,000,000	Per Occurrence		
	\$3,000,000	Aggregate		
Personal Injury & Advertising Injury	\$1,000,000	Per Person		
	\$3,000,000	Aggregate		
Professional Liability	\$1,000,000	Per Error or Omission		
And the second s	\$3,000,000	Aggregate		
Wrongful Acts	\$1,000,000	Per Claim		
	\$3,000,000	Aggregate		
<b>Employment Practices Liability</b>	\$1,000,000	Per Act		
and the second of the second o	\$3,000,000	Aggregate		
Employee Benefit Liability	\$1,000,000	Per Act or Error		
• • • • • • • • • • • • • • • • • • • •	\$3,000,000	Aggregate		
Fire Damage Limit	\$1,000,000	Per Fire		
SECTION II. AUTOMOBILE COVERAGE		INCLUDED		
Owned Automobile Liability	\$1,000,000	Combined Single Limit		
Hired & Nonowned Automobile Liability	\$1,000,000	Per Accident		
Uninsured/Underinsured Motorists Liability	\$1,000,000	Per Accident		
Medical Payments or PIP Depending on State	\$5,000	Per Accident		
Comprehensive & Collision	YES	Yes or No		



#### COVERAGE SUMMARY FOR: PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

#### SECTION III. PROPERTY COVERAGE

INCLUDED

INCLUDED

The scheduled limit on file with company will apply to each of the following covered property:

- Real and Personal Property [Owned]

Mobile Equipment [Owned]

• Fine Arts

The following coverage extensions will be covered up to their respective limit:

- Aboveground Piping
- Accounts Receivable
- Ammonia Contamination
- Arson & Crime Reward
- Communications Equipment
- Computer Equipment/Media
- Debris Removal
- Demolition/ICC
- Expediting Expense

- Extra Expense
- Fire Department Service Charge
- Loss of Income
- Nonowned Mobile Equipment
- Outdoor Property Including Signs
- Paved Surfaces
- Penstock
- Pollutant Cleanup & Removal
- Preservation of Property

- Property in Course of Construction
- Real and Personal Property [Of Others]
- Rental Value
- Trees, Shrubs, & Landscape Planting
- Underground Piping on Insured Premises
- Utility Interruption
- · Vacant Buildings
- Valuable Papers & Records

#### SECTION IV. CRIME COVERAGE

Per Occurrence **Employee Dishonesty** \$200,000 \$200,000 Per Occurrence Forgery or Alteration \$100,000 Per Occurrence Theft, Disappearance & Destruction \$50,000 Per Occurrence Computer Fraud

#### SECTION V. EXCESS LIABILITY COVERAGE

Per Occurrence/Aggregate Limit of Insurance

\$10,000,000

**INCLUDED** 

Excess of Underlying

TOTAL AMOUNT DUE

\$163,486

<sup>&</sup>lt;sup>7</sup> Total Amount Due does not include any optional buyback coverages.

			P-MRNRD Insurance Summary	Insuran	ce Sumn	ıary			
						Dunbar-		Koch	Dunbar- Peterson FY
	Koch	Koch	Koch	Koch	Koch	Peterson	Dunbar-	FY 2004	2004
	FY 1997	FY 1998	FY 1999	FY 2000	FY 2001	FY 2002	Peterson FY	Premium	Premium
Coverages Provided:	Premium	Premium	Premium	Premium	Premium	Premium	Premium 2003 Premium	Quote	Quote
General Liability:	\$25,000	\$25,000	\$25,100	\$28,779	\$32,397	\$50,952	\$64,291	\$250,000	\$56,520
							included in		
						included in	general		
Umbrella Liability:	\$10,100	\$10,018	\$9,500	\$9,500	\$10,718	general liability	liability	included in GL	\$41,431
Property:	\$14,741	\$13,668	\$14,163	\$11,861	\$14,765	\$20,409	\$32,295	\$19,012	\$30,456
	included in	included in				included in	included in		included in
Inland Marine:	property	property	\$275	\$3,998	\$4,043	property	property	\$15,312	property
Automobile:	\$13,239	\$16,075	\$14,634	\$18,935	\$22,724	\$25,771	\$23,659	\$33,275	\$33,079
Workers' Comp	\$13,954	\$14,524	\$15,195	\$14,429	\$17,926	\$25,875	\$48,745	\$73,754	\$81,000
						Crime included	Crime included in		\$2,000
						in property/E&O	property/E&O		Crime only -
						included in	included in		E&O included
Public Officials E&O & Crime	\$6,840	\$7,749	\$7,749	\$7,827	\$8,970	liability	liability	\$25,542	in liability
TOTALS:	\$83,874	\$87,034	\$86,616	\$95,329	\$111,543	\$123,007	\$168,990	\$416,895	\$244,486
-/+ %		3.77%	-0.48%	10.06%	17.01%	10.28%	37%	273.75%	44.67%
Total General and Umbrella									
Liability	\$35,100	\$35,018	\$34,600	\$38,279	\$43,115	\$50,952	\$64,291	\$250,000	\$97,951

### **MEMORANDUM**

To: FEL Subcommittee

Subject: Vehicle Replacement Policy

Date: July 1, 2003

From: Steve Oltmans, General Manager

As noted at the June 10,. 2003 FEL meeting, the District has no written policy regarding vehicle replacement. We have used the following as a general guideline for replacing vehicles:

Gas Vehicle - 5 years or 80,000 miles

Diesel Vehicles - 6 years or 100,000 miles

Pursuant to these guidelines the following vehicle were scheduled for replacement in FY 2004:

- ◆ 1996 Blazer estimated 82,000 miles 12/31/03
- ◆ 1999 Ford Diesel 4x4 Pickup estimated 95,000 miles 12/31/03
- ◆ 1997 Ford 4x4 Utility Truck estimated 98,000 miles 12/31/03
- ❖ 1997 Chevy S-10 4x4 Pickup estimated 77,200 miles 12/31/03
- ❖ 1998 Ford Ranger 4x4 Pickup estimated 82,600 miles 12/31/03
- ◆ Appears on FY 2004 Equipment Requirements List for replacement.
- ❖ GM determined that it was not necessary to replace in FY 2004. Will hold off until FY 2005.

A copy of the P-MRNRD Vehicle Mileage Status for CY 2003 and the FY 2004 Equipment Requirements List is attached for your information. Also attached is a memo from staff member Jean Tait regarding vehicle rotation schedules for other governmental entities. Please note none of the agencies contacted had a "written" replacement policy.

At the June 10, 2003, FEL Subcommittee meeting staff was asked to write a policy regarding District vehicle replacement schedule. The following draft policy is submitted for your review.

<u>16.8 District Property – Vehicle Replacement Schedule:</u> It is the policy of the NRD to maintain all District-owned vehicles to keep them in the best condition possible. The District will use the following as a guideline for the replacement of District-owned vehicles:

Gas Vehicles - 6 years or 100,000 miles

Diesel Vehicles - 7 years or 150,000 miles

This is a guideline only. Recommendation for replacement of vehicles based on maintenance history and/or vehicle condition is at the discretion of the General Manager.

[August 14, 2003]

It is the recommendation of the GM that the Subcommittee recommend to the Board that District Policy 16.8 District Property – Vehicle Replacement Schedule be tabled for one month pursuant to District Policy 1.5, with final consideration at the August 14, 2003 Board meeting and that such policy to be effective for FY 2005.

/pt/policy/2003/memo 16.8

# P-MRNRD VEHICLE MILEAGE STATUS FOR CALENDAR YEAR 2003

	•								,					7	X					<u> </u>		<u>.</u>	_	#		**:		#	Ž.	<u> </u>	#7	Τ	#6	#5	:	#		#3		#2	-	<u> </u>			
#23		#22		#21		#20		#19		#18		#17		#16		#15	#14			2		*-		#		#10						-			ì		-								
1999 Ford Windstar Van	Purchased: 05/12/97	1997 Ford 4X4 Utility Truck	Purchased 1/19/01	2001 Ford F-350 Utility Truck	Purchased 1/19/01	2001 Chevy 4X4 Utility Truck	Purchased: 02/00	2000 Ford 3/4 4X4 Pickup	Purchased: 01/19/00	2000 Ford Diesel 4X4 Pickup	Purchased: 01/11/00	2000 Ford Diesel 4X4 Pickup	Purchased: 12/28/99	2000 Chevy S-10 4X4 Pickup	Purchased: 12/08/97	1998 Ford Ranger 4X4 Pickup	Durchased: 10/75/2002	Purchased. 11/2001	Burnhard: 11/2001	2002 Ford 4X4 Pickup	Durchased: 11/2000	2001 Ford 3/4 4X4 Pickup	Purchased: 12/03/98	1999 Ford Diesel 4X4 Pickup	Purchased: 12/08/98	1999 Ford Diesel 4X4 Pickup	Purchased: 5/99	1999 Chevy 3/4 4X4 Pickup	1997 Chevy S-10 4x4 Fickup	Purchased: 01/03/9/	1997 Chevy S-10 4X4 Pickup	Purchased: 12/11/01	2002 Ford 4X4 Pickup	Purchased: 2/02/2002	Purchased: 1973	1973 Ford Flat Bed Truck	Purchased: 10/25/2002	2003 Ford 4X4 Explorer	Purchased: 10/25/2002	2003 Ford 4X4 Explorer	Purchased: 17/4/95	oof Cherry S-10 Blazer 4X4	VEHICI E		
2VA02		2TA08		2TA10		2TA09		2LL10		2LL09		2LL08		2LL07		2LL06		21.044		2LA43		2LA42		2LA41		2LA40		2LA39	FLOOD	21 A 35	LLA34	21	2GA01	FELIXO	2FA07	2EA02		1CA08		1CA07	9	1CA04	NUMBER		
7,424		35,383		0		0		0		0		0		0		28,627		0		0		0		26,098		20,659		5,147	;	24,412	24,020	חנג אר	0		0	154,655		0		0	,	47,400	12/31/1999	MILEAGE	
15,854		46,978		0		0		14,148		12,243		13,947		7,232		41,476		0		0		1,665		52,365		39,690		14,569		36,839		31.610	•		0	155,228		0		0		56,790	12/31/2000	MILEAGE	
22,000		59,648		12,004		19,541		32,839	22 020	25,590	37 700	33,990		13,928		55,720		0		611		23,500	And the second s	65,859		57,155		21,172		49,927		37.349	c		0	155,550	730 331	0		0		64,770	12/31/2001	MILEAGE	
28,828		12,132	7777	28,197	20 107	38,/39	39 730	47,200	17 780	30,230	100 100	54,030	200	20,349		69,153		3,165		24,093		43,730		80,422		6/,160		36,597		63,565		42,570	4,470	4 400	5,753	100,000	155 507	2,530		5,161		73,623	12/31/2002	MILEAGE	
40.0	46.0	07.0	67.0	0.1.0	240	0.14	240	0	0 22		16.0	30.0	0 26	36.0		61.0		3.0		14.0		26.0		59.0	500	37.0	F0 0	44.0		72.4		72.4		12.0	11.0	0000	360.0	3.0		3.0		84.8	Months	Age in	
901	601	1,000	1.086	,	1.175		1 614	;	1.433	,	1.064	rijoro	1 518	505	565	1,134		1,055		1,721		1,682		1,505	1 363	1,100	1 138	832		878		588		374	523	1	432	843		1,720		868	Life*	Total	
	619		1.094	,	0		0		0		0		0		•	1,154		0		•		c		1,000	2.054		1.637	419	3	714		672		0	0		0	c		0		796	1999		
	703		966		0		0		1,179		1,020		1,162	000	603	1,071	1071	c		<	0	000	011	7	2.189		1.586	700	705	1,036		808		0	0		48		0	•		783	2000	Average Mileage ~Month	
	512		1,056		1,000		1,628		1,558		1,112		1,670		558	***************************************	1 187	c	0		306	3,000	1.820		1,125		1,455	0	440	1,091		478		0	0		11		0	•		665	2001	200	
	569		1090		1349		1600		1203		1058		1720		535		1119	1055	1055		1957		1686		1214		834		1285	1137		435		374	523		13		843	1720	1730	/38	738	רחחר	
		F.Y. 2004											F.Y. 2005			F.Y. 2004						F.Y. 2005		F.Y. 2004		F.Y. 2005				F. Y 2004	T 17 2004										F. I. 2004	E V 2004	I car	=	Suggested
	35,656		85,816		44,390		57,937		61,721		50,990		75,270		26,770		82,586		15,825		47,575		63,960		94,985		77,165		52,022	11,200	77 703	47,771	47 701	8,980	12,027	13 030	155,663		12,650		25.805	3	87.476	Estimated Mileage 12/31/2003** 12/31/200	
	42,484		98,900		60,583		77,135		76,162		63,690	C3 C00	95,910		33,191		96,019		28,485		71,057		84,190		109,548		87,170		67,447	2000	90.841	00,012	53.017	13,470		18 305	155,819		22,770		46,449	,	91,329	1 Mileage 12/31/2004**	

<sup>\*</sup> Total Life = Total Miles / Age in Months

Purchased 1/99

<sup>\*\*</sup> Based on 2002 Avg. Mileage/Month

<sup>(</sup>A) For 2003 Vehicles previous vehicle information was used for estimating mileage.

Appears on FY 2004 Equipment Requirements List for replacement.

**<sup>★</sup>** GM determined that it was not necessary to replace in FY 2004. Will hold off until FY 2005.

# FY 2004 Equipment Requirements List

Item Description	Cost	Justification/Indicative Data
M	achinery &	& Equipment
160hp Track Loader	\$40,000	3 <sup>rd</sup> of 4 payments
Hydraulic Excavator (60,000 - 65,000 # Class Backhoe)	45,000 5 year lease purchase	For levee maintenance and construction. Leave long reach on link-belt backhoe for long reach work that continues to increasing each year. Will keep 1992 Link Belt Excavator (valued at \$30-40,000). Lease purchase includes all maintenance and oil changes. Can keep at end of lease or sell back to dealer.
150- 160hp Agricultural Tractor	41,000	Replace 4AA08, 1992, 4455 Tractor (3600 hours). Used to mow levees, seeding and construction.
AMT Gator	4,500	Replacement (3 year cycle)
Snow Thrower	3,500	Replace existing 12 years old machine
Grass Drill Trailer	4,000	Needed for new grass drill purchased under FY 03 budget. Difficult to move to various sites without a trailer.
AMT Gator (Walthill/O&M)	9,700	For use when spraying and working on structure and hauling equipment.
Total FY 04 Machine/Equip	\$147,700	FY 03 Budget \$138,870 (\$40,000 is committed by existing lease purchase)
	Trucks &	& Vehicles
2004 SUV Vehicle	\$24,600	Replace 1CA04, 1996 Blazer trade-in (est. 82,000 miles 12/31/03)
2004 1 Ton 4x4 Chassis Cab with box	24,500	Replace 2LA41, 1999 F350 trade in (est. 95,000 miles 12/31/03)
2004 1 Ton 4x4 Chassis Cab with bed/box	28,500	Replace 2TA08, 1997 F350 trade in (est. 98,000 miles 12/31/03)
Total FY 04 Trucks/Vehicles	\$77,600	FY 03 Budget \$67,000
	Office I	Equipment
Network Cleanup	4,000	Network organization and security.
Computer Replacement with monitors	9,700	Cycle out oldest 4 of District's computers and monitors.
— ·		





Software Upgrades	47,500	Upgrade accounting, AutoCAD, software; add licenses for Access, e-mail, antivirus, windows, and backup/recovery software in addition to annual renewal contracts.		
Servers	12,000	Replace outdated servers that require additional capacity for GIS and Web Servers.		
Laptops	5,750	Replace laptop for Marlin, add tablet PC for system testing		
Miscellaneous	4,800	Various hardware or software updates, drive replacements, keyboards, network cards, etc.		
Total FY 04 Office Equip.	\$83,750	FY 03 Budget \$89,496		
Total FY 04 Equipment	Request \$3	09,050 FY 03 Budget \$295,366		



To: Memo For the Record From: Jean Friends Tait

Date: May 15, 2003

Subject: Vehicle Rotation Schedule

On May 12-14th, 2003, I contacted various state/city/county/NRD agencies to compare information in reference to vehicle rotation schedules. The information requested was limited to various sizes of pickup trucks (gas/diesel). It does not include information on automobiles or other types of heavy equipment trucks (dump trucks, snow plows etc.) None of the agencies contacted had a "written" replacement policy for vehicle replacement as each organization considers varying factors in the decision making. The results of this survey follow:

Agency	Vehicle Age	Vehicle Mileage
City of Omaha	12-15 years	120,000+
City of Bellevue	N/A	85,000+ on next FY budget
Douglas County	12-15 years	vehicles are consumed in use
Sarpy County	N/A	Depends upon budget
MUD	8-10 years	80,000-120,000
		90,000-110,000 gas
OPPD	10years	125,000 diesel
LPSNRD	5 years	-
LPNNRD	7 years	replace one vehicle per year
	5 years gas	80,000 gas
PMRNRD	6 years diesel	100,000 diesel
State of Nebraska	5 years	-

- 1. Cities of Omaha & Bellevue, Douglas/Sarpy County, MUD, OPPD have Fleet Maintenance facilities and personnel that service and maintain their vehicles. Natural Resources Districts rely on commercial facilities to accomplish service and maintenance.
- 2. The 5-6 year cut-off has optimized the vehicles trade-in value, while minimizing service and repair, maximizing the vehicles efficiency.
- 3. Management has always used this guideline policy (unwritten) when making judgment decisions per individual vehicle.
- 4. Rotation of all vehicles/equipment is decided from a cost savings/efficiency perspective.
- 5. Management encourages employees to treat vehicles/equipment as if it were their own.
- Rotating vehicles on this time line allows staff to "do more with less" by the minimization of downtime.

# **MEMORANDUM**

TO: The Board

SUJECT: FY 2004 Proposed Budget – Draft 2

DATE: July 1, 2003

FROM: Steven G. Oltmans, General Manager

Since the June 12, 2003, meeting there have been some changes, i.e., carrying over expenditures to FY 2004, final insurance quotes, state aid, etc. I have listed these necessary adjustments to revenue and expenditures accounts separately for your review:

Necessary Adjustments - Revenue Accounts

	Acct #	Description	Cuts (-) Adds (+)
Page 3	#3000	Cash on Hand – add 290,000 to \$2,790,000.  Payment for Sloderbeck property will not be made until ownership issues resolved.	+ 290,000
Page 3	#3010	State Aid – Notification received from State. FY 2004 amount \$504,395.76 vs. 497,906 estimate	+6,489
Page 11	#3020	Floodway Purchase Program - Federal –add \$400,000 for FEMA reimbursement for the Cooperative Technical Partnership to revise flood maps (in and out account - see corresponding expenditure).	+ 400,000

Necessary Adjustments - Expenditure Accounts

	Acct #	Description	Cuts (-) Adds (+)
Page 3	#4153	Workers Compensation – add \$31,000 per premium quote	+ 31,000
Page 4	#4250	Insurance – add \$33,486 per premium quote	+ 33,486
Page 5	#4631	Maint – NRC Building – add \$10,000 for sound system in Board Room (requested by Director Tesar)	+ 10,000
Page 6	#4902	Necessary Cash Reserve – deduct \$65,500 to balance budget	- 65,500
Page 8	#4430	West Branch – Land Rights – add \$290,000. Carry over from FY 2003 – Sloderbeck property.	+ 290,000
Page 11	#4400	Floodway Purchase Program – Professional Services – add \$400,000 for FEMA Cooperative Technical Partnership to revise flood maps (in and out account - see corresponding revenue).	+400,000

### **Budget Assumptions:**

- 5% increase in valuations is used to calculate the tax levy. Final valuations are not available until mid August. Last year's valuation increase was 4.89%.
- \$284,500 budgeted for Necessary Cash Reserve.
- \$2,790,000 estimated for General Cash on Hand as of June 30, 2003.
- The expense and revenue figures used are as of June 27, 2003 and do not reflect final figures. Final figures will not be available until after the July 10<sup>th</sup> Board meeting when June expenditures are approved.

Once again, I would like to point out that there are still several unknowns, i.e., final revenues/ expenditures, cash on hand, Treasurer's balance, valuations, final IPA budgets, etc.

Dates to Remember for P-MRNRD FY 2004 Budget:

- → Public Input Meeting at July 12, 2003 Board Meeting
- → Budget Hearing and Adoption of FY 2004 Budget at August 14, 2003 Board Meeting
- → Set Tax Levy for FY 2004 at September 11, 2003 Board Meeting

It is the recommendation of the GM that the Subcommittee recommend to the Board that Draft-2 of the P-MRNRD FY 2004 budget be approved as the proposed FY 2004 budget and forwarded for review at the Budget Hearing at the August 14, 2003.

Pt/budget/FY2004/list of cuts

# **DRAFT FACT SHEET**

# FY 2004 BUDGET - 2<sup>ST</sup> DRAFT

	FY 2003	FY 2004
TOTAL OPERATING BUDGET	\$23.01 million	\$24.04 million
PROPERTY TAX LEVY	0.030729	0.030729*
PROPERTY TAX	\$10,191,607.04	\$10,701,231.41
STATE AID:	\$ 553,229.53	\$ 504,395.76**
PROPERTY VALUED AT \$100,000	\$30.73	\$30.73

<sup>\*</sup> Reflects a 5% increase in property tax revenues. This is an estimate. Final valuations will not be available from the County Assessors Offices until mid August.

This draft budget is in compliance with provisions of Nebraska state statutes. The District is limited to a 2.5% increase in restricted funds plus growth, if the growth exceeds 2.5%. The Board can also exceed the limit by 1% with a ¾ vote of the members. The following items are lid exceptions that would apply to the District:

- 1. Capital Improvements (acquisition and improvements to real property)
- 2. Interlocal Agreements/Joint Public Agency Agreements
- 3. Repairs to infrastructure damaged by a natural disaster.

The 2.5% lid applies to General expenditures such as the Directors' per diem and expenditures, District's insurance coverage, equipment/vehicles, salaries, etc.

The budget worksheets are divided into 8 major budget categories: General Administration, Information and Education, Flood Prevention, Erosion Control, Water Quality, Recreation, Forestry, Fish and Wildlife and Improvement Project Areas. Each major project is shown on a separate sheet in the budget document detailing revenues and expenses for specific projects.

# **BUDGET SUMMARY** (Major Programs and Projects):

### **FLOOD CONTROL:**

West Branch Papio Creek Flood Improvement (36 <sup>th</sup> to I-80) Flood Control – Nonstructural (Flood warning system and Ice	\$1,514,000 \$164,900
Jam Contract) Big Papio Channel Improvement Project (West Center Road to	\$523,875
Blondo Street)	

<sup>\*\*</sup> Due to state budget cuts the District will lose \$55,322 in State Aid to NRDs.

◆ Floodway Purchase Program (Elbow Bend – south of Bellevue, Cole Creek in Omaha and acquisition of floodway properties in	\$1,022,000
<ul> <li>Douglas and Sarpy Counties)</li> <li>◆ Western Sarpy/Clear Creek Project</li> <li>◆ General Project Maintenance – includes on-going maintenance for District projects, i.e., Union Dike, Elkhorn River, Little Papio, R-613, PL 566 dam sites, etc.</li> </ul>	\$2,820,000 \$652,000
<ul> <li>◆ Papio Dam Sites – Private/Public Partnerships that provide joint flood control and rec benefits.</li> </ul>	\$ 752,000
EROSION CONTROL:	
<ul> <li>♦ Small Dam Program</li> <li>♦ Urban Drainageway Cost Share Program</li> <li>♦ Ft. Calhoun (Eastside Drainageway – 3rd of 3payments) – \$135,296</li> <li>♦ Elkhorn – \$86,430</li> <li>♦ Omaha – \$122,300</li> </ul>	\$22,000 \$344,026
◆ Conservation Assistance Program (Soil conservation/water quality cost-sharing with landowners. Includes special watershed projects, i.e., Silver Creek in Burt County, and Pigeon/Jones Creek in Dakota County.)	\$790,000
WATER QUALITY:	
<ul> <li>Papio Creek Watershed Partnership (Partnership w/communities Within the watershed to address water quality and quantity concerns)</li> </ul>	\$345,000
◆ Clean Lakes – Construction of Zorinsky Lake Basin #3 (2 <sup>nd</sup> of 3 payments	\$250,000
OUTDOOR RECREATION:	
◆ Recreation Development and general O&M for Chalco Hills, Walnut Creek, Prairie View, Platte River and Elkhorn River Rec Sites	\$370,000
◆ Professional Services – Elkhorn River Canoe Access Study - \$50,000; design shelter at Chalco Hills and close out blvd. project - \$10,000	\$65,000
<ul> <li>Recreation Area Development Program:</li> <li>Elkhorn − \$50,000</li> <li>Blair − \$50,000</li> </ul>	\$303,500
<ul><li>Gretna (2 applications) - \$57,500</li></ul>	
<ul> <li>❖ Bellevue – \$46,000</li> <li>❖ Arlington – \$50,000</li> </ul>	
♦ Omaha (Kiwanis Park) – 50,000	

◆ Trails:	
<ul> <li>Professional Services</li> </ul>	\$230,000
$\circ  MoPac - 20,000$	ŕ
○ Platte River Trail – 61,000	
○ Western Douglas County – 14,000	
○ Pedestrian Bridge Inspection – 5,000	
○ West Papio – 60,000	
○ Hwy 50 Trail – 70,000	
<ul><li>Construction</li></ul>	\$2,525,050
○ MoPac (Springfield to Platte River) – 1,100,000	
○ West Papio (144 <sup>th</sup> & F) – 75,000	
○ West Papio (Papillion to Bellevue) – 1,350,000	
❖ Land Rights	\$100,000

### FORESTRY, FISH AND WILDLIFE:

IXL	10 I	KI, FISH AND WILDLIFE.	
<b>♦</b>	W	etland Banking	\$88,000
<b>♦</b>	Mi	issouri River Corridor Project	
	**	Professional Services –	\$173,500
		o Continued monitoring and research on benefits of	
		Missouri river projects – \$11,000	
		o Design for Missouri River Trail (N.P. Dodge Park	
		north to Washington County line) - \$150,000	
		o Appraisals, title commitments and surveys at Lower	
		Decatur - \$10,000	
		o NRD/Omaha Tribal agreement at Blackbird Site -	
		\$2,500	
	**	"Back to the River" activities	\$25,000
	**	Construction	\$1,899,000
		o Lower Decatur Bend - \$452,000	
		o California Bend - \$698,000;	
		o Riverfront Trail 5 <sup>th</sup> of 5 payments - \$106,000	
		o Nathan's Lake wrap up - \$1,500	
		o Pedestrian bridge (2nd of 3 payments) – \$334,000	
		o Washington County Road 51 – \$100,000	
		o O&M for Back to the River sites – \$7,500	
		o Miller Land Park (1 <sup>st</sup> of 5 payments) - \$200,000	
	*	Land Rights – ROW for Lower Decatur Bend	\$500,000

If you have any questions regarding this material, please feel free to contact me.

Updated: June 27, 2003

# DRAFT 2 PROPOSED BUDGET

Revenue and Expense Figures As of 6/27/03

Tax Levy = Property Tax Requirement = Total Requirements =

0.030729 \$10,701,231.41 \$24,044,629.47

Papio-Missouri River NRD Budget Summary for FY 2003 (July 1, 2002 - June 30, 2003) and FY 2004 (July 1, 2003 - June 30, 2004)

### **REVENUES**

			FY 2003		
Acct.		FY 2003	Revenues		Proposed
No.	Account Description	Revenues	(thru 5/30/03)	% Used	FY 2004 Budget
Beginning	Balance:				
County T	reasurer's Balance	\$147,511.46	\$140,000.00		\$140,000.00
Cash on	Hand as of 6/30/01 & 6/30/02				
Gene	ral (Page 3)	\$1,616,733.44	\$1,616,733.44		\$2,790,000.00
Small	Dam Program (Page 15)	\$30,000.00	\$30,000.00		\$0.00
Papio	Creek Watershed Partnership (Page 16)	\$244,000.00	\$244,000.00		\$145,000.00
Misso	uri River Corridor Project (Page 21)	\$1,200,000.00	\$1,200,000.00		\$1,161,000.00
	TOTALS	\$3,238,244.90	\$3,230,733.44		\$4,236,000.00
01 01-00	General Administration	\$888,269.53	\$773,127.93	87.0%	\$825,895.76
	Property Tax	\$9,894,764.51	\$9,703,563.94	98.1%	\$10,389,545.06
	County Treasurer's Commission (1%)	\$98,947.65			\$103,895.45
	Delinquent Tax Allowance (2%)	\$197,895.29			\$207,790.90
	TOTAL PROPERTY TAX REQUIREMENT	\$10,191,607.45	\$509,623.97	5.00%	\$10,701,231.41
			(incease from fy 2	003)	
	TOTAL General Administration	\$10,783,034.04	\$10,476,691.87	97.2%	\$11,215,440.82
01 03-00	Flood Prevention	\$4,545,000.00	\$528,345.12	11.6%	\$2,959,950.00
01 04-00	Erosion Control - PL 566	\$0.00	\$0.00	0.0%	\$5,000.00
01 05-00	Water Quality - Clean Lake Study	\$544,000.00	\$292,846.26	53.8%	\$443,000.00
01 06-00	Recreation - Rec Areas, Trails	\$1,151,500.00	\$577,587.35	50.2%	\$1,099,000.00
01 07-00	Forestry, Fish & Wildlife	\$56,500.00	\$198,714.05	351.7%	\$59,850.00
01 08-00	Improvement Project Area Assessments	\$2,693,702.73	\$1,910,431.30	70.9%	\$4,026,388.65
	TOTALS	\$23,011,981.67	\$17,215,349.39	74.8%	\$24,044,629.47

### EXPENSE

			FY 2003		
Acct.		FY 2003	Expenses		Proposed
No.	Account Description	Expenses	(thru 6/27/03)	% Used	FY 2004 Budget
01 01-00	General Administration	\$3,899,090.94	\$3,459,610.88	88.7%	\$4,034,797.82
01 02 00	Information & Education	\$125,200.00	\$117,441.03	93.8%	\$155,700.00
01 03 00	Flood Prevention	\$8,327,250.00	\$3,348,241.67	40.2%	\$7,448,775.00
01 04-00	Erosion Control	\$1,243,367.00	\$931,505.74	74.9%	\$1,241,628.00
01 05-00	Water Quality	\$1,040,600.00	\$655,653.86	63.0%	\$727,340.00
01 06-00	Recreation - Rec Areas, Trails	\$3,506,771.00	\$1,648,283.19	47.0%	\$3,652,000.00
01 07-00	Forestry, Fish & Wildlife	\$2,176,000.00	\$698,099.23	32.1%	\$2,758,000.00
01 08-00	Improvement Project Area Assessments	\$2,693,702.73	\$1,963,139.03	72.9%	\$4,026,388.65
Page 1	TOTALS	\$23,011,981.67	\$12,821,974.63	55.7%	\$24,044,629.47

	County	FY 02-03	FY 03-04
	Sarpy	\$6,211,379,165.00	\$6,521,948,123.25
	Douglas	\$24,396,902,470.00	\$25,616,747,593.50
	Washington	\$1,347,333,520.00	\$1,414,700,196.00
	Dodge	\$1,740,672.00	\$1,827,705.60
	Burt	\$284,241,972.00	
	Thurston	\$119,296,246.00	\$298,454,070.60 \$135,364,058,30
	Dakota	\$805,323,071.00	\$125,261,058.30 \$845,589,224.55
		<del>4000,020,071.00</del>	<del></del>
* Projecte	d 5% increase in valution.	\$33,166,217,116.00	\$34,824,527,971.80
Trojecte	d 3 % morease in valution.		
1. 1.	TAX LEVY REQUIREMENT (per \$100.00)	0.030729	0.030729
Valuation I	Increases		
Valuation	Sarpy	5.00%	(EV 2002 increase 6 500/1
	Douglas	5.00%	[FY 2002 increase - 6.56%]
	Washington County	5.00%	[FY 2003 increase - 4.89%]
	Dodge County		
	Burt County	5.00%	
	Thurston County	5.00%	
	Dakota County	5.00%	
	Dakota County	5.00%	
	Overall Valuation Increase =	5.00%	
Valuation d	listribution - % in each County		
	Sarpy	18.73%	18.73%
	Douglas	73.56%	73.56%
	Washington	4.06%	4.06%
	Dodge	0.01%	0.01%
	Burt	0.86%	0.86%
	Thurston	0.36%	0.36%
	Dakota	2.43%	2.43%
	Jakota	======	2.4376
		100.00%	100.00%

Sinking Fund	Balance 6/30/02	FY 03 Activity	Balance 6/30/03	
Uninsured Liability Fund	\$50,000.00	None	\$50,000.00	None
TOTAL	\$50,000.00		\$50,000.00	

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Bus date: 06/27/2003

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BUDGET WORKSHEET

PAPIO-MISSOURI RIVER NRD

Fiscal year thru period ending

BUBUDGT.LO2 Page

01	01-00	GENERAL	ADMINISTRATION
06/	/30/200	)3	

Account number & description	FY 2003 Budget	thru 06/27/2003	To Date Percent	Projected thru EOY	Proposed Budget
3000 CASH - CHECKING:FOR BUDGETING	1,616,773.44	.00	.00	.00	2,790,000.00
3001 CASH - CO TREAS:FOR BUDGETING	147,511.46	.00	.00	.00	140,000.00
3010 STATE AID	553,229.53	474,196.74	85.71	553,229.53	504,395.76
3050 GENERAL PROPERTY TAX	9,894,764.51	9,703,563.94	98.07	9,854,764.51	.00
3070 PROPERTY RENTAL INCOME	129,000.00	117,875.35	91.38	129,000.00	129,000.00
3091 SALES	10,000.00	7,503.07	75.03	10,000.00	10,000.00
3092 RENTAL	10,000.00	3,476.70	34.77	5,000.00	5,000.00
3110 INCOME FROM INVESTMENTS	36,000.00	27,206.37	75.57	27,500.91	27,500.00
3130 MISCELLANEOUS INCOME	40,000.00	40,372.83	100.93	45,000.00	40,000.00
3131 REIMBURSEMENTS FROM IPAs	110,000.00	102,496.87	93.18	110,000.00	110,000.00
Total Income	   12,547,278.94	10,476,691.87	   83.50	10,734,494.95	3,755,895.76
4051 VEHICLE/EQUIPMENT - GAS & OIL	76,000.00	62,589.50	82.35	65,000.00	75,000.00
4052 VEHICLE/EQUIPMT-REPAIR & PARTS	100,000.00	68,633.14	68.63	75,000.00	80,000.00
4053 VEHICLE -REGISTRIN FEES, TAXES	6,000.00	5,638.12	93.97	6,000.00	6,000.00
4071 DIRECTOR TRAVEL & EXPENSES	22,500.00	25,416.47	112.96	25,416.47	26,500.00
4090 DIRECTORS PER DIEM	23,000.00	23,157.00	100.68	23,157.00	25,500.00
4138 DUES & MEMBERSHIPS MISC-NRD	35,000.00	37,346.00	106.70	37,500.00	37,500.00
4151 HEALTH, LIFE, DISABILITY, DENTAL	231,500.00	232,840.74	100.58	232,840.74	254,000.00
4152 RETIREMENT	95,500.00	93,417.27	97.82	93,417.27	97,400.00
4153 WORKERS COMPENSATION	49,000.00	41,140.00	83.96	49,000.00	81,000.00
4154 REIMBURSEMENT & SVC AWARDS	3,500.00	2,758.01	78.80	3,500.00	4,000.00

<sup>4138 -</sup> Dues and Memberships - 38,000.00: Includes NARD dues - 24,703 (no increase for FY04) and miscellaneous District and individual dues and memberships - 13,297.

<sup>4151 -</sup> Health, Life, Disability, Dental - 254,000: Employee insurance program is administered by the NARD. Premium for FY 2004 reflects a 7% increase and 1 additional full time employee (Water Supply Operator) and one employee on LTD. Premium increase for the past 6 calendar years: FY98 - 0%; FY99 - 3%; FY00 - 5%; FY01 - 25%; FY02 - 8.25%; FY 03 - 3%.

XXXX Bus date: 06/27/2003

BUDGET WORKSHEET

PAPIO-MISSOURI RIVER NRD

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01 01-00 GENERAL ADMINISTRATION

06/30/2003

Fiscal year thru period ending

Account number & description	FY 2003 Budget	thru 06/27/2003	To Date Percent	Projected thru EOY	Proposed Budget
4155 UNIFORMS/SAFETY EQUIPMENT	9,000.00	6,658.76	   73.99	9,000.00	9,000.00
4156 DEFERRED COMPENSATION ACCT	4,000.00	4,000.00	100.00	4,000.00	4,000.00
4171 STAFF TRAVEL & EXPENSES	38,000.00	39,311.29	103.45	39,500.00	40,000.00
4191 ELECTION FEES	5,000.00	5,955.25	119.11	5,955.25	6,000.00
4196 ELKHORN RIVER ASSESSMENT	90.00	.00	.00	.00	.00
4230 BONDS	1,000.00	800.00	80.00	1,000.00	1,000.00
4250 INSURANCE	125,000.00	120,799.14	96.64	120,799.14	163,500.00
4311 PUBLIC NOTICES - MEETINGS	15,000.00	11,650.71	77.67	12,000.00	12,500.00
4330 MISC. EXPENSE	5,000.00	.00	.00	.00	5,000.00
4331 OFFICE SUPPLIES	34,000.00	17,231.58	50.68	24,000.00	24,000.00
4333 OFFICE EQUIPMENT MAINTENANCE	17,000.00	15,666.19	92.15	17,000.00	17,000.00
4351 SOCIAL SECURITY	122,500.00	116,888.08	95.42	116,888.08	126,500.00
4352 UNEMPLOYMENT BENEFITS	4,000.00	1,168.78	29.22	1,168.78	4,000.00
4354 MEDFICA	29,500.00	27,351.71	92.72	27,351.71	30,500.00
4370 POSTAGE	19,000.00	13,981.62	73.59	17,000.00	17,000.00
4391 GENERAL -ACCOUNTING FEES	22,000.00	29,717.95	135.08	29,717.95	28,000.00
4392 GENERAL -ATTORNEY FEES	32,000.00	28,991.60	90.60	30,000.00	32,000.00
4393 GENERAL -LEGIS REPRESENTATIVE	21,000.00	10,000.00	47.62	20,000.00	22,500.00
4394 GENERAL -MEDICAL EXAMS	1,500.00	885.00	59.00	1,000.00	1,500.00
4397 GEN-EMPLOYEE TRAIN/WRKSHP/SEM	10,000.00	9,251.12	92.51	10,000.00	11,000.00
4398 SPECIAL PLNG/ENGR/RECYCLING	168,000.00	96,276.71	57.31	100,000.00	163,500.00
4471 O&M SUPPLIES, ETC	15,000.00	15,407.84	102.72	15,500.00	15,000.00
4476 RADIO SYSTEM OPERATIONS/MAINT	   8,000.00	5,589.34	69.87	[ 6,000.00	7,000.00

4398 Special Planning/Engineering/Recycling - 163,500:

epecial interming/Engineering/Recycling - 100,000.		
NRCS-Assistance		\$ 8,000
Platte River Cumulative Impact Study		2,000
Pallid Sturgeon Study		10,000
Piping Plover Coalition		5,000
Recycling		20,000
Design of Dakota Co. NRC		48,000
Zorinsky Basin #1 Concept Plan		18,000
Special Projects		50,000
Sarpy County GIS Support		2,500
	TOTAL	\$163,500.00

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Bus date: 06/27/2003

**BUDGET WORKSHEET** 

PAPIO-MISSOURI RIVER NRD

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01 01-00 GENERAL ADMINISTRATION 06/30/2003

Fiscal year thru period ending

Account number & description	FY 2003 Budget	thru 06/27/2003	To Date Percent	Projected thru EOY	Proposed Budget
4481 DRAFTING & ENGINEERING SUPPLY	7,000.00     7,000.00	4,127.93	58.97	5,000.00	6,000.00
4486 AERIAL PHOTOGRAPHY OF DISTRICT	27,500.00	.00	.00	.00	25,000.00
4521 PHONE -NATURAL RESOURCE CENTER	34,000.00	32,148.70	94.56	33,000.00	34,000.00
4522 PHONE -BLAIR	600.00	65.00	10.83	100.00	250.00
4525 PHONE -GENERAL MANAGER	1,000.00	1,406.94	140.69	1,500.00	1,500.00
4527 PHONE -WALTHILL O/M BUILDING	1,500.00	1,579.36	105.29	1,600.00	1,500.00
4531 UTIL -NATURAL RESOURCES CENTER	40,000.00	36,599.65	91.50	40,000.00	40,000.00
4532 UTIL -BLAIR OFFICE	4,500.00	4,434.40	98.54	4,500.00	4,500.00
4534 UTIL -O/M HEADQUARTERS	12,000.00	8,824.04	73.53	10,000.00	11,000.00
4535 UTIL-O&M WALTHILL	2,500.00	1,588.14	63.53	1,600.00	2,000.00
4550 **SALARIES: CLERICAL	461,000.00	473,093.14	102.62	473,093.14	459,500.00
4555 REIMBURSE SALARIES:CLERICAL	(2,000.00)	1,100.39	(55.02)	(1,500.00)	(2,000.00)
4570 **SALARIES: ADMINISTRATIVE	94,500.00	93,071.41	98.49	93,071.41	97,597.82
4590 **SALARIES: TECHNICAL	1,007,000.00	962,348.62	95.57	962,348.62	1,050,000.00
4595 REIMBURSE SALARIES:TECHNICAL	(70,000.00)	(22,816.40)	32.59	(30,000.00)	(70,000.00)
4600 **SALARIES: MAINT/CONSTRUCT	508,000.00	465,954.88	91.72	465,954.88	515,500.00
4605 REIMBURSE SALARIES:MAINTENANCE	(160,000.00)	(56,452.83)	35.28	(75,000.00)	(120,000.00)
4631 MAINT - NRC BUILDING	65,000.00	34,624.84	53.27	49,000.00	60,000.00
4632 MAINT -BLAIR OFFICE	28,000.00	24,230.43	86.54	27,500.80	15,000.00
4634 MAINT -O/M HEADQUARTERS	9,500.00	13,607.00	143.23	15,000.00	15,000.00
4635 MAINT - WALTHILL O & M	3,500.00	2,218.20	63.38	3,000.00	7,000.00
4802 MACHINERY AND EQUIPMENT	138,870.00	127,059.12	91.50	127,059.12	138,200.00
4803 AUTOMOBILES & TRUCKS	43,250.00	31,804.00	73.54	31,804.00	77,600.00

4486 - Aerial Photography of District - 25,000: Aerial photography of Douglas/Sarpy County - 25,000.

SALARY ACCOUNTS #4550 THRU #4605: Salary Accounts have been adjusted to reflect changes made to the Wage and Salary Administration Program for calendar year 2003, adopted by the Board on April 10, 2003. Also includes converting Water Supply Operator position to full time. Salary accounts for Clerical, Technical and Maintenance/Construction have been adjusted to reflect projected personnel expenses for the West Branch - 96th - 1-80 Project (see Page 10 - Acct. # 4555 thru Acct. #4605) and for Project Maintenance (see Page 16 - Acct. #4555 thru Acct. #4605).

PAPIO-MISSOURI RIVER NRD

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BUDGET WORKSHEET

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01 01-00 GENERAL ADMINISTRATION

06/30/2003

Fiscal year thru period ending

Account number & description	FY 2003 Budget	thru 06/27/2003	To Date Percent	Projected thru EOY	Proposed Budget
4804 OFFICE EQUIPMENT	89,496.00	102,846.74	114.92	102,846.74	83,750.00
4810 REIMBURSE VEHICLES/EQUIPMENT	(150,000.00)	(54,371.74)	36.25	(70,000.00)	(130,000.00)
4902 NECESSARY CASH RESERVE:BUDGET	354,784.94	.00	.00	.00	284,500.00
Total Expense	3,899,090.94	3,459,610.88	88.73   	3,490,191.10	4,034,797.82
Excess Revenue Over (under) Expenditures	8,648,188.00	7,017,080.99	81.14	7,244,303.85	(278,902.06)

### 4802 Machinery & Equipment (see page 5) - 138,200 -

160hp Track Loader (3rd of 4 payments)	40,000
Hydraulic Excavator (5 year lease/purchase)	40,500
150-160 hp Ag. Tractor	40,000
AMT Gator (replacement)	4,500
Snow Thrower	3,500
AMT Gator (Walthill)	9,700
TOTAL	138,200

### 4803 Autos & Trucks (see page 5) - 77,600 :

2004 Sport Utility Vehicle (replace 1996 Blazer)	24,600
2004 1 Ton 4x4 Chassis Cab with box (replace 1999 F350)	24,500
2004 1 Ron 4x4 Chassis Cab with bed/box	28,500
TOTAL	77,600

### 4804 Office Equipment: 83,750:

CPU Replacements	9,700
Servers	12,000
Network Cleanup	4,000
Software Upgrades	47,500
Laptops	5,750
Miscellaneous (drive replacements, keyboards, network cards, etc)	4,800
TOTAL	83,750

XXXX Bus date: 06/27/2003 PAPIO-MISSOURI RIVER NRD

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BUDGET WORKSHEET

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01 02-00 INFORMATION & EDUCATION

06/30/2003

Fiscal year thru period ending

Account number & description	FY 2003 Budget	thru 06/27/2003	To Date Percent	Projected thru EOY	Proposed Budget
4211 PUBLICATIONS	64,000.00	61,243.06	95.69	62,000.00	67,000.00
4215 SPECIAL EVENTS	3,700.00	3,548.00	95.89	3,700.00	3,700.00
4217 INFORMATIONAL PROGRAMS/MAT'LS	38,500.00	34,602.24	89.88	40,000.00	65,000.00
4226 EDUCATIONAL PROGRAMS/MAT'LS	19,000.00	18,047.73	94.99	18,500.00	20,000.00
Total Expense	125,200.00	117,441.03	93.80	124,200.00	155,700.00

### 4211 Publications - 67,000:

Spectrum - The budget amount includes four issues for printing, mailing,	19,000
mailing list updates, graphics production and other miscellaneous costs.	
Approx. 9,000 homes/businesses are on mailing list.	
Special Printing - Annual Report publication in World Herald and weekly	33,000
newspapers, Program/project brochures such as Chalco Hills, trails, etc.; and	
other printing costs encountered during the year.	
Contract Publications - Publication writing, design and pre-print services for	10,000
various brochures and Newsletters, including ConserveNews, Environmental	
Education, etc.	
Internet Web Site - Enhancement/maintenance to P-MRNRD web site.	5,000
TOTAL	67,000

 $\underline{\textbf{4215-Special Events}-\textbf{3,700}}: \ \ \text{Informational meetings and events}-\textbf{1,200}; \ \ \text{display space}-\textbf{2,000}; \ \ \text{contests}-\textbf{500}.$ 

### 4217 Informational Programs/Materials - 65,000

Informational materials – Clipping Service, Water quality media campaign, Interactive water quality game, wildflower seed packets, Display graphics, tree seedlings for promotions, production and copying of slide and video programs, etc.	49,000
Film processing	3,000
Conservation awards and recognition	1,000
Library publication	2,000
NRC exhibits	10,000
TOTAL	65,000

### 4226 Educational Programs/Materials - 20,000 -

Scholarships and Grants - Includes Outdoor Classroom Grants to schools	18,000
(\$600 maximum), funding for Water Works, Earth Day, Leopold Education	
Project and Teacher Scholarships for summer course work related to	
resources management	
Educational materials including water models and other needs for in-school	2,000
and nature trail presentations	
TOTAL	20,000

XXXX

Bus date: 06/27/2003

BUDGET WORKSHEET

PAPIO-MISSOURI RIVER NRD

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01 03-04 WEST BRANCH - 36TH - I-80

06/30/2003

Fiscal year thru period ending

Account number & description	FY 2003 Budget	thru 06/27/2003	To Date Percent	Projected thru EOY	Proposed Budget
4400 WB 36TH-I80 - PROFESSNL SERVIC	85,000.00	31,129.17	36.62	32,000.00	110,000.00
4430 WB 36TH-I80 - LAND RIGHTS	590,000.00	3,826.50	.65	5,000.00	1,100,000.00
4450 WB 36TH-I80 - LEGAL COSTS	10,000.00	7,156.50	71.57	8,000.00	20,000.00
4475 WB 36TH-I80 - EQUIP RENTAL	5,000.00	.00	.00	.00	20,000.00
4477 WB 36TH-I80 - MAINT MATERIALS	26,000.00	.00	.00	.00	63,000.00
4479 WB 36TH-IBO - CONTRACT WORK	135,000.00	119,034.37	88.17	125,000.00	110,000.00
4555 W.B. 36-I80 SALARIES:CLERICAL	1,000.00	.00	.00	.00	1,000.00
4595 W.B. 36-IBO SALARIES:TECHNICAL	40,000.00	9,816.02	24.54	12,270.02	40,000.00
4605 W.B. 36-IBO SALARIES:MAINT	20,000.00	6,357.31	31.79	7,946.63	20,000.00
4810 W.B. 36-I80 EQUIPMENT ALLOCATI	30,000.00	4,413.39	   14.71	5,516.73	30,000.00
Total Expense	942,000.00	181,733.26	19.29	195,733.38	1,514,000.00

### 4400 - Professional Services - 110,000:

Geotechnical	15,000
Deed exhibit preparation (upstream of 96 <sup>th</sup> St.)	10,000
FEMA map change assistance (downstream of 66 <sup>th</sup> St.)	10,000
ROW Appraisals (upstream of 96 <sup>th</sup> St.)	40,000
Environmental assessments (upstream of 96 <sup>th</sup> St.)	15,000
Wetland Evaluation (upstream of 96 <sup>th</sup> St.)	20,000
TOTAL	110,000

4430 - Land Rights - 1,100,000: 90th to Giles Channel ROW - 810,000 and Carry over from FY 2003 - Sloderbeck property – 290,000..

4475 - Equipment Rental - 20,000: Scraper for 2 months.

### 4477 - Construction Material - 63,000:

Rock riprap at realignment area, haul and material	34,000
Crushed rock (30 <sup>th</sup> to 48 <sup>th</sup> St.) – material only – .6 miles using 900 tons	9,000
Drainage structures (2 sites)	20,000
TOTAL	63,000

### 4479 - Contract Work - 110,000:

Tree chipping (based on 1 mile length done in 1999 – 36 <sup>th</sup> to 48 <sup>th</sup> )	50,000
Environmental cleanup at Sloderbeck's	30,000
Berm drainage installation	30,000
TOTAL	110,000

PAPIO-MISSOURI RIVER NRD

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Bus date: 06/27/2003

**BUDGET WORKSHEET** 

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01 03-05 FLOOD CONTROL - NONSTRUCTURAL

06/30/2003

Fiscal year thru period ending

Account number & description	FY 2003 Budget	thru 06/27/2003	To Date Percent	Projected thru EOY	Proposed Budget
3000 CASH - ICE JAM CHECKING: BUDGT	111,500.00	.00	.00	.00	113,000.00
3110 ICE JAM - INVESTMENT INTEREST	3,000.00	1,459.82	48.66	1,500.00	1,500.00
3130 REIMB-DOUG, WASH, SARPY CO&OMAHA	29,000.00	22,000.00	75.86	29,000.00	29,000.00
Total Income	143,500.00	23,459.82	16.35	30,500.00	143,500.00
4400 FLOODWARNING - PROF SERVICES	27,300.00	26,935.56	98.67	28,000.00	45,400.00
4410 FLOODWARNING - CONSTRUCTION	10,000.00	1,249.40	12.49	5,000.00	5,000.00
4479 ICE JAM - CONTRACT SERVICES	114,500.00	495.00	.43	500.00	114,500.00
4520 FLOODWARNING - PHONE	1,200.00	875.69	72.97	1,000.00	.00
Total Expense	153,000.00	29,555.65	19.32	34,500.00	164,900.00
   Excess Revenue Over (under) Expenditures	(9,500.00)	(6,095.83)	64.17	(4,000.00)	(21,400.00)

The flood warning system consists of 17 combined electronic rain gages and stage recorders, and two rain gage only recorders on the Papio Creek system. Also in the flood warning system are three electronic rain gages used by the City of Omaha Sanitary Sewer Maintenance Department, for inflow and infiltration studies. The rain gages/stage recorders (field gages) send data to the National Weather Service (NWS) in Valley, NE. Periodic repairs and replacements (see 4410 – Construction) are generally necessary every year to keep the field gages and base station properly maintained. The field gages are maintained under contract (see 4400 – Professional Services). The counties and the City of Omaha through a 1993 agreement (see 3130 – Reimbursements), reimburse the District for most of the costs associated with the system except for capitol equipment costs and software maintenance and development. The District is in the process of making floodwarning data available on the District's web site.

3000 Ice Jam Checking – 115,000 – A base of 100,000 is maintained for each year in separate checking account and the

difference is interest accumulated less expenses.

Entity	%	Amount
Papio-Missouri River NRD	30.0%	30,000
Douglas County	20.0%	20,000
Sarpy County	20.0%	20,000
Saunders County	7.5%	7,500
Cass County	2.5%	2,500
Lower Platte North NRD	5.0%	5,000
Lower Platte South NRD	15.0%	15,000
TOTAL		100,000

3130 Reimbursement Flood Control Warning System- Douglas, Washington & Sarpy Co. and City of Omaha -

Douglas County	20,000
Sarpy County	4,000
Washington County	2,000
City of Omaha (maintenance of 3 sites)	3,000
TOTAL	29,000

4400 Floodwarning – Professional Services – 45,400: Contract with Aqua Tracker for 24,000; annual maintenance cost for software, – 4,000; contract with USGS – 17,000 (FY 04) and 18,000 (FY05).

4410 Floodwarning – Construction/Maintenance - 5,000: Replacement of pressure transducers and repair of miscellaneous parts. Most materials are reaching their 10 year predicted service life.

4479 Ice Jam - Contract Services - 114,500: Cost associated with emergency response to ice jams including explosives. Year retainer of \$700 is paid to Joe Ranney, Inc. Workers Comp and general liability (\$20,000) is purchased if the explosives contract is implemented.

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PAPIO-MISSOURI RIVER NRD

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01 03-07 PAPIO CHANNEL PROJECT

06/30/2003

Fiscal year thru period ending

Account number & description	FY 2003 Budget	thru 06/27/2003	To Date Percent	Projected thru EOY	Proposed Budget
3010 CHANNEL -STATE GRANTS & FUNDS	90,500.00	83,462.00	92.22	83,500.00	.00
Total Income	90,500.00	83,462.00	92.22	83,500.00	.00
· •	ı		1 1		
4270 CHANNEL - NOTE PAYMENT	500,000.00	500,000.00	100.00	500,000.00	500,000.00
4290 CHANNEL - INTEREST EXPENSE	71,250.00	54,875.00	77.02	57,031.25	23,875.00
4430 CHANNEL -LAND RIGHTS	100,000.00	83,624.92	83.62	83,624.92	.00
4450 CHANNEL -LEGAL COSTS	75,000.00	85,783.43	114.38	86,500.00	.00
Total Expense	746,250.00	724,283.35	97.06	727,156.17	523,875.00
   Excess Revenue Over (under) Expenditures	(655,750.00)	(640,821.35)	97.72	(643,656.17)	(523,875.00)

**4270 - Note Payment – 500,000**: Total payment of \$2,500,000

FY 01 \$500,000

FY 02 \$500,000

FY 03 \$500,000

FY 04 \$500,000

FY 05 \$500,000

4290 - Interest Expense - 23,875: Interest payment on promissory note (interest rate = 1.95%).

XXXX

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01 03-08 FLOODWAY PURCHASE PROGRAM

06/30/2003

Fiscal year thru period ending

Account number & description	FY 2003 Budget	thru 06/27/2003	To Date Percent	Projected thru EOY	Proposed Budget
3010 FLOODWAY - STATE GRANTS/FUNDS	90,000.00	101,009.00	   112.23	101,009.00	45,000.00
3020 FLOODWAY - FED - FEMA REIMB.	.00	.00	.00	.00	400,000.00
3130 FLOODWAY - REIMB SARPY COUNTY	15,000.00	.00.	.00	.00	15,000.00
Total Income	105,000.00	101,009.00	   96.20   	101,009.00	460,000.00
4400 FLOODWAY - PROF SERVICES	20,000.00	.00	   .00	.00.	420,000.00
4410 FLOODWAY - CONSTRUCTION COSTS	15,000.00	.00	.00	.00	25,000.00
4430 FLOODWAY - LAND RIGHTS	420,000.00	41,604.19	9.91	70,000.00	575,000.00
4450 FLOODWAY - LEGAL COSTS	5,000.00	39.00	   .78	500.00	2,000.00
Total Expense	460,000.00	41,643.19	9.05	70,500.00	1,022,000.00
Excess Revenue Over (under) Expenditures	(355,000.00)	59,365.81	16.72	30,509.00	(562,000.00)

The floodway purchase program is an on-going program supported by the District (Policy 17.30). Presently the District is pursuing buyout programs on the Missouri River in Sarpy County, riverward of the COE levees (Elbow Bend), properties along Cole Creek in Omaha, and cost share with other entities.

3010 State Grants/Funds - 45,000 -	FEMA FMA(75%) planning	45,000
3020 Federal – FEMA Reimbursement – 400,000	FEMA reimbursement for floodplain mapping revisions (Cooperative Technical Partnership	400,000
3130 Sarpy County Reimbursement – 15.000	Sarpy County (50%) buyout	15,000

4410 Construction Costs - 25,000 - Demolition and cleanup costs.

- 4400 Professional Services 420,000 Misc. title searches, appraisals, platting, surveying and negotiations -5,000; cost share on floodplain mapping and flood mitigation plans - 15,000; FEMA Cooperative Technical Partnership – floodplain mapping of West Papio Creek basin – 400,000.
- 4430 Land Rights \$575,000 Land rights for Elbow Bend or Iske Park 25,000; cost share with other entities - 20,000; Cole Creek buyout and channel maintenance program (lst and 2<sup>nd</sup> of 6 payments) - 300,000; acquisition of floodway properties in Douglas and Sarpy Counties - 230,000.

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PAPIO-MISSOURI RIVER NRD

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# 01 03-10 WESTERN SARPY/CLEAR CREEK

06/30/2003

Fiscal year thru period ending

Account number & description	FY 2003 Budget	thru 06/27/2003	To Date Percent	Projected thru EOY	Proposed Budget
3010 WEST SARPY - STATE GRANTS/FUND	1,400,000.00	.00	.00	1,045,000.00	1,857,250.00
3130 WEST SARPY - CO & NRD REIMBURS	606,000.00	320,414.30	52.87	320,414.37	499,200.00
3132 WEST SARPY - INTERIM FINANCING	2,200,000.00	.00	.00	.00	.00
Total Income	4,206,000.00	320,414.30	7.62	1,365,414.37	2,356,450.00
4290 WEST SARPY - INTEREST EXPENSE	50,000.00   50,000.00	.00		.00	.00
4400 WEST SARPY - PROF SERVICES	300,000.00	33,769.07	11.26	40,000.00	665,000.00
4430 WEST SARPY - LAND RIGHTS	4,250,000.00	1,385,255.28	32.59	1,430,000.00	2,040,000.00
4450 WEST SARPY - LEGAL COSTS	95,000.00	54,285.52	57.14	55,000.00	115,000.00
Total Expense	4,695,000.00	1,473,309.87	31.38	1,525,000.00	2,820,000.00
Excess Revenue Over (under) Expenditures	(489,000.00)	(1,152,895.57)	235.77	(159,585.63)	(463,550.00)

3010 - State Grants - 1,857,250: Resources Development Fund (60% of total local expense). FY03 remainder - 418,000; FY04 share 1,439,250.

400 200: P-MRNRD portion of local expense is 15% of local or 423 000

3130 - Sarpy Co. & NRDS Reimb 499,200. P-INRINED portion of local expense	E IS 13/0 UI IUCAI UI 723,000.	
Reimbursement from Sarpy County (5% of local expense) *		130,000
Reimbursement from Lower Platte North NRD (14% of local expense) *		200,000
Reimbursement from Lower Platte South NRD (6% of local expense)		169,200
Tomborous and Editor State Control of Contro	TOTAL	499 200

<sup>\*</sup> Maximum as per agreement.

4400 - Professional Services -665,000:

4400 - Floressional Services -005,000	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Cabin floodproof engineering (23)	115,000
Beacon View relocations	10,000
Appraisal services, title searches, surveys and ROW services (cabins, levees)	200,000
Cash contribution to Corps (5% minus PED)	340,000
TOTAL	665,000

### 4430 - Land Rights - 2,040,000:

Relocation activities (4 new cabins) and demolition of 5 cabins at Beacon View	246,000
RB/LB levee and cabin ROW	1,194,000
Cabin floodproofing (23)	600,000
TOTAL	2,040,000

4450 - Legal Costs - 115,000: Purchase agreements, deeds, etc., for ROW and Congressional lobbying services – 15,000.

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01 03-12 PROJECT MAINTENANCE - GENERAL

06/30/2003

Fiscal year thru period ending

Account number & description	FY 2003 Budget	thru 06/27/2003	To Date Percent	Projected thru EOY	Proposed Budget
4400 PROJ MAINT -PROFESSNL SERVICE	20,000.00	192.00	.96	500.00	20,000.00
4430 PROJ MAINT -LAND RIGHTS	4,000.00	120.50	3.01	500.00	4,000.00
4450 PROJ MAINT -LEGAL COSTS	5,000.00	1,781.00	35.62	2,500.00	5,000.00
4475 PROJ MAINT -EQUIPMENT RENTAL	7,000.00	10,567.39	150.96	11,000.00	10,000.00
4477 PROJ MAINT -MAINT MATERIALS	120,000.00	102,272.01	85.23	120,000.00	120,000.00
4479 PROJ MAINT -CONTRACT WORK	311,000.00	149,283.36	48.00	250,000.00	260,000.00
4530 R-613 PUMP STATION UTILITIES	2,000.00	120.00	6.00	500.00	2,000.00
4555 PROJ MAINT - SALARIES:CLERICAL	1,000.00	.00	.00	.00	1,000.00
4595 PROJ MAINT-SALARIES:TECHNICAL	30,000.00	13,000.38	43.33	16,250.47	30,000.00
4605 PROJ MAINT - SALARIES:MAINT	140,000.00	50,095.52	35.78	62,619.40	100,000.00
4810 PROJ MAINT - EQUIP ALLOCATION	120,000.00	49,958.35	41.63	   62,447.93	   100,000.00
Total Expense	760,000.00	377,390.51	49.66	526,317.80	652,000.00

4400 - Prof Services - 20,000: Little Papio Creek repairs (design) - 10,000; Big Papio repairs (compaction tests, etc.) -10,000.

### 4477 - Materials - 120,000:

Levee top rock, rock for rec sites		25,000
Seed & herbicides		10,000
Papio Creek riprap for small erosion areas		70,000
Other (pipe, etc.)		15,000
	TOTAL	120,000

### 4479 - Contract Work - 260,000:

TOTAL	260,000
Tekamah Mud 6-2, Silver Creek 34 repairs	20,000
R-613 replace 2 relief wells	25,000
Big Papio - televise culverts	5,000
Big Papio/Little Papio Brush Spraying	8,000
R-616/R-613 relief well testing/treatment (6 @ \$2,000/well)	8,000
Union Dike bank stabilization (riprap and hauling)	94,000
Big Papio Bank Stab. (riprap and hauling)	100,000

NOTE: Project Maintenance Acct includes expenditures for on-going maintenance for District projects, ie, Union/No Name Dike, Elkhorn River, Blackbird, Little Papio, R-613, PL 566 dam sites, etc.

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PAPIO-MISSOURI RIVER NRD **BUDGET WORKSHEET** 

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01 03-13 PAPIO DAM SITES

06/30/2003

Fiscal year thru period ending

Account number & description	FY 2003 Budget	thru 06/27/2003	To Date Percent	Projected thru EOY	Proposed Budget
4400 PROFESSIONAL SERVICES	50,000.00	.00	.00	.00	250,000.00
4410 CONSTRUCTION	515,000.00	519,284.34	100.83	520,000.00	.00
4430 LAND RIGHTS	.00	.00	.00	.00	   500,000.00
4450 LEGAL SERVICES	6,000.00	1,041.50	17.36	1,500.00	2,000.00
Total Expense	571,000.00	520,325.84	91.13	521,500.00	752,000.00

Includes all proposed dams covered under District Policy 18.5.

Papio Dam Site #13 is ½ mile north of 192<sup>nd</sup> and Dodge Streets. Elkhorn High School and Metro Community College campuses on the west side of the 65 acre reservoir. Site #13 is in the City of Omaha Suburban Park Plan. Zoning jurisdiction is split between the cities of Omaha and Elkhorn. Coordination has been on-going for approximately 2 years with cities of Omaha and Elkhorn and a potential developer (both public and private). City of Omaha has acquired 76 acres along Dodge Street. It has been suggested and requested by the City of Omaha that the P-MNRND's role in the project is to design, build and maintain the dam (only). Capital cost to the District is approximately \$2.5 - \$3 million (engineering, inspection and construction). Site #13 would control floodwaters from a 2-1/2 square mile watershed on a tributary of the West Branch. West Branch Watershed is experiencing 70% of metro growth.

4400 - Professional Services - 250,000: Design for Dam Site13 - 50,000; dam site investigations - 200,000.

4410 - Construction - 0: Schedule of contractual payments to Horgan Development Corporation for Dam Site 6:

FY 98	FY 99	FY 00	FY 01	FY 02	FY 03	FY 04& FY 05	FY 06	TOTAL
150,000	350,000	500,000	500,000	500,000	500,000	0	345,600	2,845,600

4430 - Land Rights - 500,000: New Public/Private Partnership at a Papio dam site.

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PAPIO-MISSOURI RIVER NRD

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01 04-00 EROSION CONTROL

06/30/2003

Fiscal year thru period ending

Account number & description	FY 2003 Budget	thru 06/27/2003	To Date Percent	Projected thru EOY	Proposed Budget
3000 SMALL DAM PROGRAM - BUDGETING	   30,000.00	.00.	.00	.00	5,000.00
Total Income	30,000.00	.00	.00	.00	5,000.00
	l I		1 1	ı	
4379 SMALL DAM PROGRAM	110,000.00	87,684.33	79.71	87,684.33	22,000.00
4381 URBAN CONSERV/SPEC ASSIST PROG	31,115.00	13,864.50	44.56	31,115.00	8,100.00
4382 ELK/PIGEON CREEK IMPROVEMENTS	12,000.00	12,510.20	   104.25	12,510.00	70,000.00
4383 URBAN DRAINAGEWAY PROJECT	265,250.00	233,000.00	   87.84	265,250.00	344,026.00
4384 ROAD STRUCTURE ASSISTANCE	1.00	.00	   .00	.00	1.00
4389 STREAMBED STABILIZATION PROG	1.00	.00	.00	.00 j	1.00
4400 P.L. 566 - PROFESSIONAL SERVIC	10,000.00	.00	.00	.00	5,000.00
4450 P.L. 566 - LEGAL COSTS	5,000.00	55.90	1.12	100.00	2,500.00
4700 CONSERVATION ASSISTANCE PROGRM	810,000.00	584,390.81	   72.15	650,000.00	790,000.00
Total Expense	1,243,367.00	931,505.74	   74.92	1,046,659.33	1,241,628.00
   Excess Revenue Over (under) Expenditures	(1,213,367.00)	(931,505.74)	76.77	(1,046,659.33)	(1,236,628.00)

3000 - Small Dam Program - 5,000: Landowner cost share (25%) of design.

4379 - Small Dam Program - 22,000: Begin design for new structure - 20,000; legal costs - 2,000.

4381 - Urban Conservation Assistance Program - 8,100: City of LaVista - 8,100.

4382 - Elk/Pigeon Creek Improvements - 70,000: Elk Creek grade stabilization structure.

### 4383 - Urban Drainageway Project - 344,026

APPROVED APPLICATIONS:		
Ft. Calhoun (Eastside Drainageway – 3rd of 3 payments)		135,296
Elkhorn		86,430
NEW APPLICATIONS:		
Omaha		122,300
Elkhorn (FY 2005 – 75,632)		0
LaVista (FY 2005 – 102,570)		0
	OTAL	344,026

4700 - Conservation Assistance Program - 790,000: CAP Applications - 350,000; Silver Creek Sites 15, 19 and  $\overline{32-145,000}$ , Pigeon/Jones Sites 3,4 and 5-245,000; and study for rec site in Pigeon/Jones -50,000.

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PAPIO-MISSOURI RIVER NRD

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### **BUDGET WORKSHEET**

01 05-00 WATER QUALITY 06/30/2003

Fiscal year thru period ending

Account number & description	FY 2003 Budget	thru 06/27/2003	To Date Percent	Projected thru EOY	Proposed Budget
3000 CASH ON HAND-PAPIO CRK WTRSHED	244,000.00	.00	.00	.00	145,000.00
3010 STATE-CLEAN LAKES	235,000.00	41,641.91	17.72	241,640.00	250,000.00
3110 MISC-PAPIO CRK WTRSHD INTEREST	.00	3,458.00	.00	3,500.00	3,000.00
3130 MISC-CHEM PERMITS, WELLS, BUFFER	37,000.00	38,689.78	104.57	40,000.00	40,000.00
3131 MISC - PAPIO CREEK WS PARTNERS	255,000.00	193,250.00	75.78	243,250.00	150,000.00
3132 MISC - WCRW STUDY REIMB	17,000.00	15,806.57	92.98	16,000.00	.00
Total Income	788,000.00	292,846.26	37.16	544,390.00	588,000.00
4195 CHEMIGATION FEES TO DEQ	100.00	126.00	   126.00	126.00	140.00
4402 PAPIO CRK WATERSHED PARTNERSHP	549,000.00	193,045.05	35.16	388,000.00	345,000.00
4403 WCRW STUDY - PROFESSNL SERVICE	50,000.00	46,791.74	93.58	49,000.00	6,000.00
4410 CLEAN LAKE - CONSTRUCTION	300,000.00	303,267.90	101.09	305,000.00	250,000.00
4450 LOWER PLATTE RIVER ALLIANCE	31,000.00	23,652.34	76.30	31,000.00	27,700.00
4485 WATER MONITORING PROGRAMS	38,500.00	48,625.00	126.30	48,625.00	41,500.00
4486 WELL ABANDONMENT PROGRAM	45,000.00	20,447.32	45.44	25,000.00	35,000.00
4487 BUFFER STRIP PROGRAM	27,000.00	19,698.51	72.96	20,500.00	22,000.00
Total Expense	1,040,600.00	655,653.86	63.01	867,251.00	727,340.00
   Excess Revenue Over (under) Expenditures	(252,600.00)	(362,807.60)	143.63	(322,861.00)	(139,340.00)

<u>3000 and 3131 – Papio Creek Watershed Partnership Cash on Hand – 145,000 and Misc. Revenue – 150,000:</u> Remainder of 8/1/03 dues – 44,500 and 105,500 dues to be paid by 8/1/04 (total – 150,000).

3010 State - Clean Lakes Reimb. - \$250,000: 319 Funds-Zorinsky Basin #3 200,000; Natural Resources Water Quality Fund – 50,000.

4402 - Papio Creek Watershed Partnership - 366,000: Partnership formed to address water quality and quantity concerns in the Papio Creek Watershed. Expenses include professional engineering services for the watershed and stormwater study. The District is the administrating agent for the PCWP fund. District cost share – 50,000.

4410 Clean Lake - Construction - 250,000: Zorinsky Basin #3 - 250,000 (2nd of 3 pmts).

4450 - Lower Platte River Alliance - 27,700: Annual payment - 12,500 and special projects - 15,200.

<u>4485 - Water Monitoring Programs – 41,500</u>: Well nest monitoring – 20,000; grid testing – 15,000; Omaha Creek gage – 6,000 and rain gauges – 500.

4486 - Well Abandonment Program - 35,000: This is a program to cost share (60/40 split) with landowners to properly seal abandoned wells. The P-MRNRD cost averages 415 per well.

<u>4487 – Nebraska Buffer Strip Program - 22,000</u>: This program provides incentive payments to landowners to establish permanent vegetation adjacent to surface waters to prevent sediment and other pollutants from entering the water. Program is funded by the State of Nebraska through fees imposed for the registration of pesticides and administered by locally by Natural Resources Districts.

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**BUDGET WORKSHEET** 

PAPIO-MISSOURI RIVER NRD

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01 06-00 RECREATION 06/30/2003

Fiscal year thru period ending

Account number & description	FY 2003 Budget	thru 06/27/2003	To Date Percent	Projected thru EOY	Proposed Budget
3010 RECREATION -STATE GRANTS/FUNDS	67,000.00	66,934.00	99.90	66,934.00	.00
3130 PERMIT FEES/REIMBRS SOCCER ASN	5,000.00	2,500.00	50.00	5,000.00	5,000.00
3131 NRC BUILDING REVENUE	4,500.00	2,700.00	60.00	3,000.00	4,000.00
3134 MISC - CAMPGROUND FEE - W.C.	25,000.00	32,664.00	130.66	33,000.00	30,000.00
Total Income	101,500.00	104,798.00	103.25	107,934.00	39,000.00
4385 NRD RECREATIONAL DEVELOPMENT	605,000.00	272,149.19	   44.98	510,000.00	370,000.00
4387 RAD COST SHARE PROGRAM	147,721.00	29,151.95	19.73	72,164.00	303,500.00
4400 NRD REC - PROFESSIONAL SERVICE	105,000.00	45,294.43	43.14	50,000.00	65,000.00
4473 RECREATION - EQIUPMENT REPAIR	6,000.00	5,634.39	93.91	6,000.00	5,000.00
4475 RECREATION - EQUIPMENT RENTAL	2,500.00	1,814.80	72.59	2,100.00	3,000.00
4530 UTIL - CARETAKERS RESIDENCES	3,000.00	2,276.64	75.89	2,500.00	3,000.00
4531 UTIL - REC AREAS	10,500.00	14,797.26	140.93	15,693.82	20,000.00
4630 MAINT - CARETAKERS RESIDENCES	5,000.00	5,779.69	115.59	6,500.00	17,500.00
Total Expense	884,721.00   	376,898.35	42.60	664,957.82	787,000.00
Excess Revenue Over (under) Expenditures	(783,221.00)	(272,100.35)	34.74	(557,023.82)	(748,000.00)

4385 Recreational Development - 370,000:

General O&M for rec facilities (Chalco Hills, Walnut Creek, Prairie View, Platte	225.000
River and Elkhorn River Rec Sites)	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
100 stall parking lot (amphitheater) at Walnut Creek	100,000
Picnic Shelter at Chalco Hills	20,000
City water connection at Walnut Creek	25,000
TOTAL	370,000

4387 Recreation Area Development Program - 303,500:

CARRY OVER APPLICATIONS:	
Elkhorn	50,000
Blair	50,000
NEW APPLICATIONS:	,
Gretna (2 projects)	57,500
Bellevue	46,000
Arlington	50,000
Omaha (Kiwanis Park)	50,000
TOTAL	303,500

4400 NRD Rec Professional Services - 65,000: Design shelter at Chalco Hills and close out inspection of blvd. project - 15,000; Elkhorn River Canoe Access Study - 50,000.

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PAPIO-MISSOURI RIVER NRD

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01 06-04 TRAILS PROJECT

06/30/2003

Fiscal year thru period ending

Account number & description	FY 2003 Budget	thru 06/27/2003	To Date Percent	Projected thru EOY	Proposed Budget
3010 TRAILS - STATE/TEA21	1,000,000.00	401,288.61	40.13	455,000.00	1,000,000.00
3130 TRAILS-MISC LPSNRD NE TRLS FND	50,000.00	71,500.74	143.00	86,750.92	60,000.00
Total Income	1,050,000.00	472,789.35	45.03   	541,750.92	1,060,000.00
4400 TRAILS -PROFESSIONAL SERVICES	220,000.00	147,665.90	67.12	160,000.00	230,000.00
4410 TRAILS -CONSTRUCTION COSTS	2,342,050.00	1,059,009.84	45.22	1,400,000.00	2,525,000.00
4430 TRAILS -LAND RIGHTS	50,000.00	60,888.40	121.78	60,888.40	100,000.00
4450 TRAILS -LEGAL COSTS	10,000.00	3,820.70	38.21	4,117.75	10,000.00
Total Expense	2,622,050.00	1,271,384.84	48.49	1,625,006.15	2,865,000.00
Excess Revenue Over (under) Expenditures	(1,572,050.00)	(798,595.49)	   50.80	(1,083,255.23)	(1,805,000.00)

### TEA21 = Transportation Efficiency Act of the 21st Century

### 3010 - State/TEA21 - 1,000,000: TEA21 Reimbursement -

MoPac		500,000
West Papio		500,000
	TOTAL	1,000,000

## 3130 - Misc. - 60,000 - NE Trails Foundation - 50,000; Western Douglas County Trails - 10,000.

### 4400 Trails - Professional Services - 230,000:

Mo-Pac	20,000
Platte River Trail (Platte Lied Bridge – Hwy 31 connecting trail to Hwy 50)	61,000
Western Douglas County	14,000
Pedestrian Bridge Inspection	5,000
West Papio (Bellevue to Papillion)	60,000
Hwy 50 Trail (370 to Springfield)	70,000
TOTAL	230,000

### 4410 Trails - Construction Costs - 2,525,000:

Mo-Pac (Springfield to Platte River)	1,100,000
West Papio (144 <sup>th</sup> & F)	75,000
West Papio (Papillion to Bellevue)	1,350,000
TOTAL	2,525,000

PAPIO-MISSOURI RIVER NRD

XXXX

Bus date: 06/27/2003

**BUDGET WORKSHEET** 

Select..: AXX XX-XX

BUBUDGT.LO2 Page

01 07-00 FORESTRY & WILDLIFE

06/30/2003

Fiscal year thru period ending

Account number & description	FY 2003 Budget	thru 06/27/2003	To Date Percent	Projected thru EOY	Proposed Budget
3010 STATE-GRANTS/FUNDS-WHIP&NE WLD	25,000.00	5,264.63	21.06	7,000.00	12,000.00
Total Income	25,000.00	5,264.63	21.06	7,000.00	12,000.00
1					
4380 URBAN CELEBRATE TREE PLANTING	10,000.00	1,263.00	12.63	10,000.00	10,000.00
4401 HERON HAVEN -PROFESSNL SERVICE	3,500.00	4,380.00	125.14	4,380.00	250.00
4409 RUMSEY STATION - PROF SERVICES	1,500.00	.00	   00.	.00	250.00
4410 HERON HAVEN CONSTRUCTION	500.00	1,974.67	   394.93	1,974.67	1,500.00
4450 RUMSEY STATION - LEGAL	500.00	.00	   .00	.00	250.00
4451 HERON HAVEN -LEGAL COSTS	1,000.00	.00	.00	.00	250.00
4490 RESALE PURCHASES-TREES/FLAGS	5,000.00	7,073.64	   141.47	7,500.00	5,000.00
4690 WHIP & NE WILD PROGRAM	45,000.00	21,701.25	   48.23	27,126.56	35,000.00
Total Expense	67,000.00	36,392.56	54.32	50,981.23	52,500.00
Excess Revenue Over (under) Expenditures	(42,000.00)	(31,127.93)	74.11	(43,981.23)	(40,500.00)

3010 - State - WHIP & WILD Nebraska Reimbursement - 12,000: Wildlife Habitat Improvement Program and WILD NE Program reimbursement - 12,000.

4380 - Urban Trees - 10,000: Promotes planting trees in urban areas mostly on public lands, i.e., school grounds, streets, parks, etc. Volunteer groups apply for grants and make a commitment to plant and maintain the trees.

4410 - Heron Haven - Construction - 1,500: Parking lot shaping/rock, tree removal, drainage.

4690 - WILD Nebraska and Wildlife Habitat Program - 35,000: WHIP is a cost share program with the NE Game and Parks Commission. The District administers the program locally to provide cost sharing funds to landowners who establish or improve wildlife habitat.

Run date: 06/27/2003 @ 10:02 XXXX

18

Bus date: 06/27/2003

**BUDGET WORKSHEET** 

PAPIO-MISSOURI RIVER NRD

Select..: AXX XX-XX

BUBUDGT.LO2 Page

01 07-01 WETLAND MITIGATION BANKING

06/30/2003

Fiscal year thru period ending

Account number & description	FY 2003 Budget	thru 06/27/2003	To Date Percent	Projected thru EOY	Proposed Budget
3000 CASH ON HAND - BUDGETING	.00	.00	.00	.00	22,500.00
3130 WETLAND MITIGATION BANKING	30,000.00	.00	.00	22,500.00	25,000.00
Total Income	30,000.00	.00	.00	22,500.00	47,500.00
4400 WETLAND PROFESSIONAL SERVICES	40,000.00	197.32	.49	246.65	25,000.00
4430 WETLAND BANKING - LAND RIGHTS	.00	.00	.00	.00	60,000.00
4450 WETLAND BANKING - LEGAL	3,000.00	71.50	2.38	250.00	3,000.00
4475 WETLAND BANKING - RENTAL	.00	12,600.00	.00	15,750.00	.00
4477 WETLAND BNKG - SUPPLIES	.00	6,375.95	.00	6,492.43	.00
Total Expense	43,000.00	19,244.77	44.76	22,739.08	88,000.00
Excess Revenue Over (under) Expenditures	(13,000.00)	(19,244.77)	148.04	(239.08)	(40,500.00)

3130 - Wetland Mitigation Banking - 25,000 - Sale of wetland credits.

4400 - Wetland Banking - Professional Services - 25,000: Design of new wetland banking site and specific site agreement with Wetland Mitigation Bank Review Team - 15,000 and Rumsey Station monitoring - 10,000.

4430 - Wetland Banking - Land Rights - 60,000 - Land Rights for next banking site.

4450 - Wetland Banking - Legal - 3,000: Legal services for setting up proposed wetland banking sites.

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Bus date: 06/27/2003 19

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**BUDGET WORKSHEET** 

PAPIO-MISSOURI RIVER NRD

Select..: AXX XX-XX

BUBUDGT.LO2 Page

01 07-08 MISSOURI RIVER CORRIDOR PROJCT

06/30/2003

XXXX

Fiscal year thru period ending

Account number & description	FY 2003 Budget	thru 06/27/2003	To Date Percent	Projected thru EOY	Proposed Budget
3000 MO RVR CHECKING: BUDGETING	1,200,000.00	.00	.00	.00	1,161,000.00
3110 MO RIV COR - INTEREST	1,500.00	448.15	29.88	500.00	350.00
3130 MO RVR COR - MISC.	.00	185,001.27	.00	185,001.27	.00
Total Income	1,201,500.00	185,449.42	15.43	185,501.27	1,161,350.00
4400 MO RVR COR -PROFESSNL SERVICES	66,500.00	20,644.50	31.04	52,500.00	173,500.00
4405 MO RVR COR - BACK TO THE RIVER	25,000.00	31,278.95	125.12	33,000.00	25,000.00
4410 MO RVR COR -CONSTRUCTION COSTS	1,709,500.00	504,937.10	29.54	504,937.00	1,899,000.00
4430 MO RVR COR -LAND RIGHTS	250,000.00	59,450.00	23.78	60,000.00	500,000.00
4450 MO RVR COR -LEGAL COSTS	15,000.00	26,151.35	174.34	26,500.00	20,000.00
Total Expense	2,066,000.00	642,461.90	31.10	676,937.00	2,617,500.00
Excess Revenue Over (under) Expenditures	(864,500.00)	(457,012.48)	52.86	(491,435.73)	(1,456,150.00)

3000 - Checking - Cash on Hand - 1.161,000 - ASARCO fine money for Missouri River monitoring studies - 11,000 carry over from Environmental Trust Fund money received in FY 2001 - 1,150,000 (California Bend - 698,000 and Lower Decatur Bend - 452,000).

4400 - Mo. Riv. Cor. - Professional Services - 173,500

110100	
Construction design Missouri River Trail (N.P. Dodge Park north to	150,000
Washington County line.	
Appraisals, title commitments, surveys for Lower Decatur	10,000
Fishery Monitoring studies conducted by Mr.Hesse and remainder of	11,000
contract (funded By ASARCO fine money – see 3000)	
NRD/Omaha tribal agreement at Blackbird Site	2,500
TOTAL	173,500

4405 - "Back to the River" - 25,000: Administrator salary - 15,000; Misc. studies - 10,000.

4410 - Mo. Riv. Cor. - Construction Costs - 1,899,000:

Lower Decatur Bend	452,000
California Bend	698,000
Final payment to City of Omaha –Riverfront Park Trail	106,000
Nathan's Lake escrow wrap up	1,500
Pedestrian Bridge (2 <sup>nd</sup> of 3 payments)	334,000
Washington County Rd. 51	100,000
O&M of Back to the River sites – Nathan's Lake (Gallup/Wash Co. Roads, California Bend, Hidden Lake, Blackbird, etc.	7,500
Miller Landing Park (Gallup Riverside Campus) (Ist of 5 payments)	200,000
TOTAL	1,899,000

4430 - Mo. Riv. Cor - Land Rights - 500,000: Right of Way (easements) for Lower Decatur Bend:

XXXX

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Bus date: 06/27/2003

PAPIO-MISSOURI RIVER NRD

**BUDGET WORKSHEET** 

Select..: AXX XX-XX

BUBUDGT.LO2 Page

01 08-00 IMPROVEMENT PROJECT AREAS:BUDG 06/30/2003

Fiscal year thru period ending

Account number & description	FY 2003 Budget	thru 06/27/2003	To Date Percent	Projected thru EOY	Proposed Budget
3721 DAKOTA COUNTY RURAL WATER	1,248,756.23	.00	.00	2,000,000.00	1,006,400.00
3722 ELKHORN RIVER BANK STABILIZATN	80,861.01	.00	.00	81,946.00	83,447.00
3723 THURSTON COUNTY RURAL WATER	242,747.54	.00	.00	250,000.00	803,575.00
3724 WASHINGTON COUNTY RURAL WATER	947,733.55	.00	.00	1,400,000.00	1,842,900.00
3726 WESTERN SARPY DRAINAGE DITCHES	70,046.85	.00	.00	65,532.12	86,600.00
3727 ELKHORN RIVER BREAKOUT	4,950.07	.00	.00	5,394.00	5,466.65
3728 ELK/PIGEON CREEK PROJECT	98,607.48	.00	.00	85,000.00	198,000.00
Total Income	2,693,702.73	.00	.00	3,887,872.12	4,026,388.65
4721 DAKOTA COUNTY RURAL WATER	1,248,756.23	.00	.00	2,000,000.00	1,006,400.00
4722 ELKHORN RIVER BANK STABILIZATN	80,861.01	.00	.00	81,946.00	83,447.00
4723 THURSTON COUNTY RURAL WATER	242,747.54	.00	.00	250,000.00	803,575.00
4724 WASHINGTON COUNTY RURAL WATER	947,733.55	.00	.00	1,400,000.00	1,842,900.00
4726 WESTERN SARPY DRAINAGE DITCHES	70,046.85	.00	.00	65,532.12	86,600.00
4727 ELKHORN RIVER BREAKOUT	4,950.07	.00	.00	5,394.00	5,466.65
4728 ELK/PIGEON CREEK PROJECT	98,607.48	.00	.00	85,000.00	198,000.00
Total Expense	2,693,702.73	.00	.00	3,887,872.12	4,026,388.65
Excess Revenue Over (under) Expenditures	.00	.00	.00	.00	.00

No general funds are used for the IPA budgets.

Individual IPA budgets are attached to this page.

\$1,919,647.98 \$1,006,400.00

\$1,248,756.23

### Papio -Missouri River Natural Resources District 5/20/2003 BUDGET PREP. -- F.Y. 2004

Dakota County Rural Water System

	_	•	BUDGET AMOUNT	E	XPENDITURES		F.Y.04 BUDGET
ACCT. NO.	ACCOUNT DESCRIPTION		F.Y. 03	===	F.Y. 03	===	DODGE1
4050	Auto & Truck Expense	\$	2,200.00		\$1,736.42	\$	2,100.00
4080	Customer Contract	\$	20,000.00		\$11,444.52	\$	20,000.00
4090	Water Purchase	\$	70,000.00		\$55,253.58	\$	72,000.00
4100	Bad Debts	****	200.00		\$0.00	\$	200.00
4130	Dues & Memberships	\$	850.00		\$259.02	\$	600.00
4170	Expenses/Personnel	\$	2,000.00		\$1,590.34	\$	2,500.00
4226	Info. & Education Materials:	\$	500.00		\$340.50	\$	500.00
4230	Bonds Payable	\$	28,800.00		\$739,794.36	\$	65,000.00
4250	Insurance	\$	500.00		\$0.00	\$	500.00
4290	Interest Expense	\$	37,000.00		\$31,225.19	\$	20,605.00
4310	Legal Notices	\$	1,000.00		\$1,395.08	\$	1,000.00
4330	Misc. Expense	\$	200.00		\$203.84	\$	200.00
4331	Office Supplies	\$	3,000.00		\$2,134.18	\$	3,000.00
4370	Postage	\$	3,400.00		\$3,004.75	\$	3,400.00
4430	Land Rights	\$	1,000.00		\$38.50	\$	800.00
4451	Prof. Services/Legal	\$	2,000.00		\$0.00	\$	2,000.00
4452	Prof. Services/Acct.	\$	2,000.00		\$0.00	\$	2,000.00
4453	Prof. Services/Enginering	\$	35,000.00		\$33,024.83	\$	25,000.00
4455	Prof. Services/Misc.	\$	1,500.00		\$15,730.01	\$	1,500.00
4477	Proj. Maint. Materials	\$	4,000.00		\$1,562.58	\$	4,000.00
4478	Contract Work	\$	15,000.00		\$1,647.11	\$	14,000.00
4490	Project Construction	\$	375,000.00		\$324,904.09	\$	200,000.00
4520	Telephone	\$	3,200.00		\$1,835.65	\$	3,200.00
4530	Utilities	\$	3,800.00		\$3,549.30	\$	4,000.00
4540	Salaries	\$	64,000.00		\$40,793.18	\$	66,000.00
4630	Office/Property Maint.	\$	2,000.00		\$1,832.56	\$	2,000.00
4803	Vehicle Purchase	\$ \$ \$	17,000.00		\$11,646.18	\$	-
4804	Office Equipment	\$	3,000.00		\$3,832.07	\$	5,000.00
	SUB-TOTAL OF EXPENDITURES	\$	698,150.00	\$	1,288,777.84	\$	521,105.00
-	SPECIAL RESERVE ACCTS.		<b>#</b> CC 000 00		¢66,000,00		\$72,500.00
	A.) Bond & Interest Reserve		\$66,000.00		\$66,000.00 \$14,100.00		\$0.00
	3.) Replace. & Extension Res.		\$14,100.00		\$14,100.00		\$105,250.00
	C.) Reservoir Maint. Reserve		\$96,500.00 \$100,000.00		\$100,000.00		\$0.00
	D.) Capital Improv. Reserve		\$274,006.23		\$354,270.14		\$314,045.00
	E.) Operations Reserve						
٦	TOTAL OF EXPENDITURES		\$1,248,756.23		\$1,919,647.98		\$1,006,400.00
			REVENUE				
			=======				
			BUDGET		F.Y. 03		F.Y. 04
			F.Y. 03		REVENUE		REVENUE
========	=======================================	=====	=======================================	===		===	
		•	205 000 00	œ	057 240 45	æ	327,000.00
3091	Water Sales	\$	305,000.00	\$ \$	257,319.45 105,252.00	\$ \$	29,000.00
3092	Hookup Fees	φ	29,000.00 6,500.00	\$	5,336.10	\$	6,700.00
3093	Late Charges Sale of Services	Φ	200.00	\$	80.00	\$	200.00
3094 3110	Interest Income	φ Φ	20,000.00	\$	13,159.52	\$	18,000.00
3130	Misc. Income	\$ \$ \$ \$ \$ \$	75,000.00	\$	725,444.68	\$	500.00
3130	MISC. ITICOTTIE	Ψ	70,000.00	Ψ	, 20, , , , , , ,	•	
	SUB-TOTAL OF INCOME		\$435,700.00		\$1,106,591.75		\$381,400.00
CASH ON H	IAND:		\$813,056.23		\$813,056.23		\$625,000.00
					<b>.</b>		<b>4.</b> 000 100 00

TOTAL REVENUES

# Elkhorn River Bank Stabilization Project King Lake Segment Fiscal Year 2004 Budget

Account			FY 2003		FY 2003		FY 2004	
Number	Item		Budget		Actual		Budget	
Expenses:								
4200	Tax Collection Fees	\$	_	\$	6.71	\$	_	
4331	Office Expense	\$	50.00			\$	50.00	
4451	Legal Expense	\$	-			\$		
4452	Accounting Expense	\$	50.00			\$	50.00	
4471	O&M Materials & Construction	\$	5,000.00			\$	5,000.00	
4540	Salaries	\$	500.00			\$	500.00	
	Subtotal Expenses	\$	5,600.00	\$	6.71	\$	5,600.00	
	O&M Reserve	\$	75,261.01	\$	-	\$	77,847.37	
	Total Expenses	\$	80,861.01	\$	6.71	\$	83,447.37	
Revenues:								
3052	O&M Assessment	\$	-	\$	1,687.41	\$	-	
3110	Interest Income	\$	1,500.00	\$	897.66	\$	1,500.00	
-	Subtotal Revenue:	\$	1,500.00	\$	2,585.07	\$	1,500.00	
	Cash on Hand	\$	79,361.01	\$	79,361.01	\$	81,947.37	
	Total Revenues:	+	80,861.01	\$	81,946.08	\$	83,447.37	

# Papio -Missouri River Natural Resources District BUDGET PREP.--F.Y. 2004

5/20/2003

Thurston County Rural Water Syst

Thurston County Rural Water Syst							
			DIDGES MOIDS		XPENDITURES		PROPOSED F.Y. 04
ACCT, NO.	ACCOUNT DESCRIPTION		BUDGET AMOUNT F.Y. 03		F.Y. 03		BUDGET
==========		====	=========	===		===	
4080	Customer Contract		\$2,500.00	\$	2,435.65		\$1,500.00
4090	Water Purchase		\$23,500.00	\$	21,952.80		\$52,000.00
4100	Bad Debts		\$250.00	\$	-		\$100.00
4130	Dues & Memberships		\$135.00	\$	63.00		\$0.00
4170	Expenses/Personnel		\$1,700.00	\$	643.22		\$1,700.00
4226	Information & Education		\$250.00	\$	148.00		\$150.00
4230	Bonds Payable		\$13,000.00	\$	2,946.03		\$561,000.00
4250	Insurance		\$250.00	\$	136.70		\$250.00
4290	Interest Expense		\$29,000.00	\$	13,016.97		\$26,000.00
4310	Legal Notices		\$250.00	\$	151.83		\$250.00
4331	Office Supplies		\$400.00	\$	144.22		\$400.00
4370	Postage		\$110.00	\$	74.00		\$0.00
4430	Land Rights		\$50.00	\$	-		\$50.00
4451	Prof. Services/Legal		\$1,200.00	\$	81.90		\$0.00
4452	Prof. Services/Acct.		\$450.00	\$	357.74		\$450.00
4453	Prof. Services/Enginnering		\$3,000.00	\$	3,267.97		\$0.00
4455	Prof. Services/Misc.		\$1,000.00	\$	233.37		\$10,600.00
4471	Pump Station Supplies		\$1,100.00	\$	1,214.40		\$1,200.00
4477	Proj. Maint. Materials		\$1,200.00	\$	886.94		\$1,100.00
4478	Contract Work		\$16,000.00	\$	13,135.92		\$8,000.00
4522	Telephone		\$775.00	\$	695.46		\$800.00
4530	Utilities		\$4,300.00	\$	3,781.64		\$4,300.00
4540	Salaries		\$18,000.00	\$	15,075.54		\$16,000.00
4630	Bldg. Maint./Pump Sta.		\$200.00	\$	244.06		\$200.00
SU	IB-TOTAL OF EXPENDITURES		\$118,620.00	\$	80,687.36		\$686,050.00
SPECIAL RES	ERVE ACCTS.						
A.) Bond & Inte	erest Reserve	\$	26,088.00	\$	26,088.00	\$	40,000.00
B.) Junior Lien		\$	15,963.00	\$	15,963.00	\$	
B.) Replace. &	Extension Res.	\$ \$ \$	20,350.00	\$	20,350.00	\$	20,350.00
C.) Operations	Reserve	\$	61,726.54	\$	80,087.40	\$	57,175.00
ТС	TAL OF EXPENDITURES		\$242,747.54	\$	223,175.76		\$803,575.00
		REVEN	IUES				
							PROPOSED
			BUDGET		F.Y. 03		F.Y. 04
=======================================		======	F.Y. 03	===	REVENUE	===	REVENUE
	·		<del></del>				
Acct. #							
3091	Water Sales	\$	107,500.00	\$	91,019.11	\$	136,000.00
3092	Hookup Fees	\$ \$ \$ \$	875.00	\$	80.00	\$	875.00
3093	Late Charges	\$	2,900.00	\$	2,580.77	\$	2,900.00
3110	Interest Income	\$	2,800.00	\$	1,008.34	\$	1,600.00
3130	Misc. Income	\$	200.00	\$	15.00	\$	560,200.00
	Sub-Total:		\$114,275.00	\$	94,703.22	\$	701,575.00
CA	ASH ON HAND:		\$128,472.54		\$128,472.54		\$102,000.00
	TOTAL REVENUE	S:	\$242,747.54		\$223,175.76		\$803,575.00

# Papio -Missouri River Natural Resources District BUDGET PREP.--F.Y. 2004

5/20/2003

Washington County Rural Water Sy

ACCT. NO.	ACCOUNT DESCRIPTION		BUDGET AMOUNT F.Y. 03		EXPENDITURES F.Y. 03		F.Y.04 BUDGET
4050	Auto & Truck Expenses:	 \$	2,000.00	\$	589.90	\$	1,000.00
4080	Customer Contract:		40,000.00	\$	59,503.20	\$	40,000.00
4090	Water Purchase:		76,500.00	\$	69,378.23	\$	77,500.00
4100		\$	200.00	\$	0.64	\$	200.00
4130	Dues & Memberships:	\$	600.00	\$	118.68	\$	500.00
4170		\$	200.00	\$	115.65	\$	200.00
4226	Info. & Education :		500.00	\$	403.14	\$	500.00
4230			33,050.00	\$	391,888.50	\$	30,000.00
4250	Insurance:		600.00	\$	519.46	\$	600.00
4290	Interest Expense:		21,250.00	\$	17,217.79	\$ \$	10,537.50 500.00
4310			500.00 100.00	\$ \$	· -	Ф \$	100.00
4330	Misc. Expenses: Office Supplies:	\$ \$	850.00	\$	1,013.56	\$	2,950.00
4331 4370		φ \$	200.00	\$	74.00	\$	200.00
4430	Project Land Rights:		50.00	\$	32.00	\$	300.00
4451	Prof. Services/Legal:		2,000.00	\$	-	\$	5,000.00
4452	Prof. Services/Accounting:		1,100.00	\$	945.47	\$	1,100.00
4453	Prof. Services/Eng.:		2,000.00	\$	13.66	\$	150,000.00
4455	Prof. Services/Misc.:		1,100.00	\$	8,069.44	\$	1,100.00
4471	Pump Sta. Supplies:	\$	1,200.00	\$	842.18	\$	1,200.00
4472	Rental of Eguip.:		200.00	\$	-	\$	200.00
4477	Proj. Maint. Materials:		2,000.00	\$	1,255.45	\$	2,000.00
4478		\$	21,000.00	\$	17,254.51	\$	20,000.00
4522	Telephone/Pump Station:		500.00	\$	319.00	\$	500.00
4531	Utilities/ Pump Station:		4,400.00	\$	2,654.85	\$	4,000.00
4532	Utilities/ Remote Meter:		140.00	\$ \$	400.91	\$ \$	150.00
4540 4630	Salaries : Bldg. Maint./Pump Sta.:		40,000.00 200.00	\$ \$	29,108.87	\$ \$	38,000.00 200.00
s	SUB-TOTAL OF EXPENDITURES:		\$252,440.00	\$	601,719.09		\$388,537.50
	a.) Bond & Interest	\$	25,000.00	\$	25,000.00	\$	37,000.00
В	3.) Replace. & Ext.	\$ \$	58,100.00	\$	58,100.00	\$	61,940.00
С	C.) Operations	\$	612,193.55	\$	639,666.83	\$	1,355,422.50
	TOTAL EXPENDITURES:		\$947,733.55	\$	1,324,485.92	\$	1,842,900.00
			REVENUE				PROPOSED
			BUDGET		F.Y. 03		F.Y. 04
			F.Y. 03		REVENUE		REVENUE
=======================================		===	=======================================	==	========	==:	
3091	Water Sales	\$	245,000.00	\$	220,482.29	\$	247,000.00
3092	Hookup Fees	\$	25,000.00	\$	70,884.62	\$	125,000.00
3093	Late Charges	\$ \$ \$ \$ \$ \$	4,000.00	\$	3,195.99	\$	3,700.00
3110	Interest Income	\$	22,000.00	\$	9,514.47	\$	16,000.00
3130	Misc. Income	\$	2,000.00	\$	370,675.00	\$	1,200.00
	SUB-TOTAL:	\$	298,000.00	\$	674,752.37	\$	392,900.00
	CASH ON HAND:		\$649,733.55		\$649,733.55		\$1,450,000.00
	TOTAL REVENUES:		\$947,733.55		\$1,324,485.92		\$1,842,900.00

### May 16, 2003

### WESTERN SARPY DRAINAGE PROJECT

### FISCAL YEAR 2004 BUDGET

ACCOUNT		FY	2003	FY	2003	FY	2004
NUMBER	ITEM	BL	JDGET	AC	TUAL	ΒL	IDGET
EXPENSES:							~
						•	. ====
4451	Prof. Services/Legal	\$	1,500.00	\$	-	\$	1,500.00
4477	Proj. Main. Materials		2,000.00		-		2,000.00
4478	Contract Work		8,000.00				10,000.00
4540	Salaries		6,000.00		-		6,000.00
4430	Land Rights		2,000.00		-		2,000.00
	Subtotal Expenses		19,500.00		_		21,500.00
			,				
	Operating Reserve		50,346.85		65,532.13		65,100.00
	Total Expenses	\$	69,846.85	\$	65,532.13	\$	86,600.00
REVENUES:							
3052	O&M Assessment		20,000.00		15,512.68		18,000.00
3053	Interest Income		500.00		672.60		600.00
	Subtotal		20,500.00		16,185.28		18,600.00
	Cash On Hand		49,346.85		49,346.85		68,000.00
•	Total Revenues	\$	69,846.85	\$	65,532.13	\$	86,600.00

### Elkhorn River Breakout Improvement Project Area in cooperation with the Lower Platte North Natural Resources District Fiscal Year 2004 Budget

Account Number	Item	]	FY 2003 Budget	FY 2003 Actual	]	FY 2004 Budget
Expenses:	Item		24-8-1			
4200	Tax Collection Fees	\$	_	\$ 2.92	\$	-
4271	O&M Expenses	\$	-	\$ -	\$	_
	Total Expenses	\$	_	\$ 2.92	\$	-
	Reserve	\$	4,950.07	\$ -	\$	4,950.07
	Total	\$	4,950.07	\$ 2.92	\$	4,950.07
Revenues:						
3051	Assessment Income	\$	-	\$ 438.14	\$	-
3053	Assessment Interest	\$	-	\$ 23.58	\$	-
3110	Interest Income	\$	75.00	\$ 57.78	\$	75.00
	Reserve	\$	4,875.07	\$ 4,875.07	\$	5,391.65
	Total Revenues:	\$	4,950.07	\$ 5,394.57	\$	5,466.65

#### Papio -Missouri River Natural Resources District 4/11/2003 BUDGET PREP. -- F.Y. 2004 Elk/Pigeon Creek Drainage Project

ACCT. NO.	ACCOUNT DESCRIPTION		BUDGET AMOUNT F.Y. 03		F.Y. 03		F.Y. 04 BUDGET
4451	Prof. Services/Legal	\$	1,500.00	\$	-	\$	1,500.00
4453	Prof. Services/Engineering	\$	5,000.00	\$	-	\$	5,000.00
4477	Proj. Maint. Materials	<b>\$</b>	1,500.00	\$	114.98	\$	1,500.00
4478	Contract Work	<b>3</b>	10,000.00	\$	10,004.61	\$	135,000.00
4540	Salaries	\$	12,000.00	\$	1,072.42	\$	10,000.00
	SUB-TOTAL OF EXPENDITURES:	\$	30,000.00	\$	11,192.01	\$	153,000.00
	Operation Reserves	\$	68,607.48	\$	72,317.26	\$	45,000.00
	TOTAL OF EXPENDITURES:	\$	98,607.48	\$	83,509.27	\$	198,000.00
			REVENUE				
			========				•
					F.Y. 03		F.Y. 04
					F.Y. 03 REVENUE		F.Y. 04 REVENUE
		===:	BUDGET	===		===	
3052	O&M Assessment	===:	BUDGET	==:		===	
3052 3053	O&M Assessment Interest Income	===: \$ \$	BUDGET F.Y. 03	===	REVENUE	=== \$ \$	REVENUE
			BUDGET F.Y. 03	===	REVENUE ===================================	•	<b>REVENUE</b> 44,000.00
3053	Interest Income	\$ \$	BUDGET F.Y. 03 44,000.00 1,500.00	===	REVENUE  \$27,249.44 \$662.15	\$	44,000.00 1,500.00
3053	Interest Income Misc. Income	\$ \$ \$	BUDGET F.Y. 03 44,000.00 1,500.00 10,000.00	=== \$	\$27,249.44 \$662.15 \$12,510.20	\$ \$	44,000.00 1,500.00 67,500.00

#### MEMORANDUM

To: FEL Subcommittee

Subject: FY 2004 Budget – Lid Computation

Date: July 1, 2003

From: Steve Oltmans, General Manager

State statues require that no governmental unit shall adopt a budget containing a total of budgeted restricted funds more than the last prior year's total of budgeted restricted funds plus allowable increases. In other words, unused restricted funds are used to set the base for future year's lid calculations.

All political subdivisions have the ability to increase their base restricted funds by 2.5%. If a political subdivision has allowable growth due to improvement to real property as a result of new construction, additions to existing buildings, any improvements to real property which increase the value of such property, and any increase in valuation due to annexation and any person property valuation over the prior year above 2.5% above, you can use the amount over the 2.5% increase as the base of restricted funds. Growth numbers are provided by the County Assessors on the Certification of Valuation. These numbers are not available until mid-August. Last year the District used 3.15% because of the percent of growth. I have attached a copy of FY 2003's Restricted Fund Authority form and chart showing allowable growth for your review. The Board also approved the additional 1% increase so the District used 4.15% as the total allowable percent increase for FY 2003's budget.

An additional 1% increase is allowed if at least 75% of the governing body votes to approve the increase (this is 75% of the authorized board [8 votes] and not just 75% of those present). There is no special hearing or notice required to consider the additional 1% increase. Following is a history showing the Board's actions in allowing for the additional 1% increase:

FY 1998	Yes
FY 1999	Yes
FY 2000	No
FY 2001	Yes
FY 2002	No
FY 2003	Yes

The following items are lid exceptions that would apply to the District: Capital Improvements (acquisition and improvements to real property); Interlocal Agreements/Joint Public Agency Agreements; and Repairs to infrastructure damaged by a natural disaster. The 2.5% lid applies to General expenditures such as the Directors' per diem and expenditures, District's insurance coverage, equipment/vehicles, salaries, etc.

The P-MRNRD has not made a practice of trying to or in fact using the total restricted funds available each year. However, it is prudent policy to have the maximum lid of restricted funds if and when needed in future years. Therefore, The GM recommends that the following resolution be adopted:

BE IT RESOLVED that the Board of Directors of the Papio-Missouri NRD approves an additional increase of 1% in the Total 2002-2003 Funds Subject to Limitation, pursuant to Neb. Rev. State. §§ 13-518 through 13-522.

/budget/FY 2004/1% reso

## Papio-Missouri River NRD

COMPUTATION OF LIMIT FOR FISCAL YEAR 2002-2003	
2001-2002 RESTRICTED FUNDS AUTHORITY	
Total 2001-2002 Restricted Funds from Line (11) of last year's (2001-2002) LC-3 Form	4,580,254.87
Unused Restricted Funds Authority from Line (12) of last year's (2001-2002) LC-3 Form	485,409.53 (2)
2001-2002 Restricted Funds Authority (Base Amount) = Line (1) Plus Line (2)	5,065,664.40
ALLOWABLE INCREASES	
1 BASE LIMITATION PERCENT INCREASE (2.5%)  (4)	
2 ALLOWABLE GROWTH PER THE ASSESSOR MINUS 2.5% SUPPORTING CALCULATION MUST BE ATTACHED  (5)	
3 ADDITIONAL ONE PERCENT BOARD APPROVED INCREASE 1.00 % What Percent of Governing Body Approved? 82 %	
ATTACH A COPY OF THE BOARD MINUTES APPROVING THE INCREASE.	
4 SPECIAL ELECTION/TOWNHALL MEETING - VOTER APPROVED % INCREASE %	
Please Attach Ballot Sample and Election Results OR Record of Action From Townhall Meeting	
TOTAL ALLOWABLE PERCENT INCREASE = Line (4) + Line (5) + Line (6) + Line (7)	4.15 %
Allowable Dollar Amount of Increase to Restricted Funds = Line (3) x Line (8)	210,225.07

### Papio-Missouri River NRD

Total Restricted Funds Authority = Line (3) + Line (9)	5,275,889.47
Less: 2002-2003 Restricted Funds from LC-3 Supporting Schedule	5,098,751.81
Total Unused Restricted Funds Authority = Line (10) - Line (11)	<u>177,137.66</u> (12)
LINE (12) MUST BE GREATER THAN OR EQUAL TO ZERO OR	

THE AMOUNT OF UNUSED RESTRICTED FUNDS AUTHORITY ON LINE (12)
MUST BE PUBLISHED IN THE NOTICE OF BUDGET HEARING.

YOU ARE IN VIOLATION OF THE LID LAW.

# Papio-Missouri River NRD

# **LC-3 SUPPORTING SCHEDULE**

Calculation of Restricted F	und	S		
Total Personal and Real Property Tax Requirements			-	10 101 007 15
In-Lieu of Tax Payments			\$	10,191,607.45
Motor Vehicle Pro-Rate			\$	-
State Aid (State Statute Section 77-27,136)	\$			
Transfers of Surplus Fees			<u>\$</u> \$	553,229.53
Prior Year Budgeted Capital Improvements (Real Property and Improvement Property) that were excluded from Restricted Funds which were not spent a expected to be spent.	ts on nd are	Real e not	Ψ	<u> </u>
Prior Year 2001-2002 Budgeted Capital Improvements Excluded from Restricted Funds (From 2001-2002 LC-3 Lid Exceptions)  LESS: Amount Spent During 2001-2002  LESS: Amount Expected to be Spent in Future Budget Years	\$	6,931,882.57 5,270,026.04	- -	
Amount to be included on 2002-2003 Restricted Funds (Cannot be a Negative N	\$	1,661,856.53		
TOTAL RESTRICTED FUNDS (A)			\$	12,406,693.51
LC-3 Lid Exceptions Capital Improvements	\$	8 772 942 77		
LESS: Amount of prior year capital improvements that were excluded from previous lid calculations but were not spent and now budgeted this fiscal year (cannot exclude same capital improvements from more than one lid calculation.)	_\$_	8,772,942.77	-	
Allowable Capital Improvements	_\$_	2,345,052.00		
Bonded Indebtedness			\$	6,427,890.77
Interlocal Agreements/Joint Public Agency Agreements				000.050.00
Judgments			_\$	880,050.93
Refund of Property Taxes to Taxpayers				
Repairs to Infrastructure Damaged by a Natural Disaster				
TOTAL LID EXCEPTIONS (B)			\$	7,307,941.70
TOTAL 2002-2003 RESTRICTED FUNDS For Lid Computation (To Line 11 of the LC-3 Lid Form) To Calculate: Total Restricted Funds (A) MINUS Total Lid Exceptions (B)			\$	5,098,751.81

Total 2002-2003 Restricted Funds for Lid Computation <u>cannot</u> be less than zero. See Instruction Manual on completing the LC-3 Supporting Schedule.

August 22, 2002

FY 2003 Budget

	2002 Value Attributed	2001 Total Taxable	
County	to Growth	Value	% of Growth
Douglas	\$609,401,165	\$23,490,385,630	2.59%
Sarpy	\$262,569,117	\$5,693,211,066	4.61%
Washington	\$104,583,151	\$1,242,010,922	8.42%
Dakota	\$15,563,241	\$802,095,208	1.94%
Burt	\$1,877,063	\$283,531,609	0.66%
Thurston	\$1,097,639	\$106,175,182	1.03%
Dodge	\$18,365	\$1,703,694	1.08%
TOTALS	\$995,109,741	\$31,619,113,311	3.15%

# EARTH DAY OMAHA - 2003

EARTH DAY OMAHA

Saturday May 10 Noon-8:00 p.m.

ELMWOOD PARK OMAHA

WWW. Earth DayOmaha.com

933-5791

COCHAIRMEN
Melissa
Gardner
Fred Conley

#### COALITION

\*Audubon Society of Omaha

\*Bike Rack

\*Healing
Arts Society

\*Keep Omaha Beautiful

\*Nebraska State Recycling Association

\*Nebraska Wildlife Federation

\*Papio-Mo. River NRD

\*Sierra Club

Members, Papio-Missouri River NRD FRED CONLEY, JOHN CONLEY, DICK CONNEALY, TIM FOWLER, RICH JANSEN, JOE NEARY, BARB NICHOL JIM THOMPSON, PETE RUBIN, MELISSA GARDNER

On behalf of the Earth Day Omaha Coalition of environmental organization board of directors on which I serve as treasurer, I wish to personally thank the Papio-Missouri NRD for their partial sponsorship of the Earth Day Celebration event held **FOR** the citizens of metropolitan Omaha.

The event has taken on greater importance each of the ten years of its existence, and is opening the door to a more meaningful understanding to the public of our environmental heritage and need to preserve our natural resources. . Steve Cinnamon with the National Park Service said "These types of events help people reflect on how the landscape has changed since Lewis & Clark traveled up the Missouri River "—which served as the theme for this year's event.

In those ten years, besides informing the public of our conservation and environmental purposes, we have also reached over 50,000 students from our public, private and parochial schools through our essay contest. I know! I was in charge of the essay contest this year and I saw the results. I helped judge the environmental comments written by the students. I'm happy to report that the room was packed (standing room only) with students, family and friends when the awards were presented to the lucky essay winners.

We also recognized and awarded "Friends of the Environment" plaques to four businesses which are striving for environmental betterment in our community – Kinkos for their corporate leadership on renewable energy and recycling; Joslyn Art Museum for promoting a "reduce, resuse and recycle" business ethic, WasteCap of Lincoln for waste reduction education and recycling and Firststar Fiber, Inc. for excellence in recycling services throughout the State of Nebraska..

Despite the rainy weather we have had for eight of the ten years of the event, (After all –our earth does need rain!), we are already planning next year's event and with the financial sponsorship of the Papio-Missouri River NRD, look forward to an even greater Earthday celebration in 2004! EARTHDAY HAS BECOME OF AGE, and we need the support of our environmental natural resources district!

Very sincerely,

Audubon Society of Omaha

Treasurer, Earth Day Omaha Coalition



# Nebraska Sierra Club

July 8, 2003

Mr. Pete Rubin, Sub-district 11 Papio Missouri River NRD 8901 South 154<sup>th</sup> St. Omaha, NE 68138-3621

Dear Mr. Rubin:

On behalf of the 2,000 members of the Nebraska Sierra Club, I would like to thank you and the Papio-Missouri River N.R.D. for your continued support of the annual Earth Day Omaha Celebration. Support for the event comes from a diverse group of conservation, environmental, outdoor recreation, and governmental organizations. Although the focus of this educational and fun event is aimed primarily at children, families, and young adults, many older adults attend, too.

Earth Day Omaha provides one of the few venues for conservation-oriented businesses to promote their products and services to the public. For example, I am very concerned about the huge volume of electronic equipment going into our landfills. Much of this equipment contains hazardous substances like mercury and cadmium that may leach out and pollute our groundwater. I was pleased to meet the proprietors of CP Recovery who had a booth at Earth Day. Their firm offers a recycling service for broken and discarded electronic hardware like televisions, CRT's, and computers.

Americans are constantly exposed to pressure to consume more – super-size meals, wide-screen TV's, bigger cars, acreages instead of condos, and so on. It's nice that Omaha has an event to encourage citizens, especially our young people, to be responsible, conservative consumers.

I hope you will support NRD participation in the 2004 Earth Day Omaha at the same funding level as 2003.

Yours truly,

Clyde L. Anderson, Chair

Nebraska Chapter - Sierra Club

7020 Burt St., Omaha, NE 69132-2600

(402) 932-7225 (H)

(402) 740-5556 (W)

Email: ClydeLAnderson@cox.net



All the members of the Omaha Earthday Coalition would like to say THANKS! Your financial support has helped make Earthday 2003 a huge success. We literally could not have pulled it off without your support.

Earth Day Omaha is a free celebration open to the public of great music, entertainment, and exhibits for the whole family - held in central Omaha at Elmwood park near UNO. Visit our website at www.earthdayomaha.com. The focus of the Earth Day Omaha celebration is both fun and education.

Over 15 organizations work together to host Earth Day Omaha. Our goal is to promote environmental education and awareness in our community. We do this as a public service for our fellow Nebraskans, and the event is a 100% volunteer effort for everyone!

OVER THE PAST 5 YEARS WE HAVE REACHED OVER 250,000 OMAHA GRADE SCHOOL STUDENTS WITH ENVIRONMENTAL EDUCATION FOR the FRED THOMAS MEMORIAL ESSAY CONTEST AWARDS THAT HAVE BEEN GIVEN OUT AT EARTH DAY OMAHA.

Our theme this past year was Lewis and Clark - Share the Journey! This year marks the 200th Anniversary of the Lewis and Clark Expedition and we're excited to be part of it! We'll have many Lewis and Clark entertainers: including storyteller Matthew Sitting Bear Jones of the Otoe Missouri tribe and the "Many Mocassins" Native American Dance Troupe. Come see our actual Lewis and Clark living history campsite, and more fun history!

Earth Day Omaha is hosted by the Earth Day Omaha Coalition, a coalition of over fifteen groups which include (alphabetically): Audubon Society of Omaha, Bike Rack, Boy Scouts, Homers Music, Keep Omaha Beautiful, National Safety Council, Nebraska State Recycling, Nebraska Wildlife Federation, Papio-Missouri Natural Resources District, Sierra Club, and University of Omaha Department of Physics.

Thank You, Members of the Omaha Earthday Coalition

Coalition Members - Audubon Society of Omaha | Slorra Club | Papio Missouri River NRD | Bike Rack Hebraska State Recycling Association | Keep Omaha Beautiful | Healing Arts Society From: Wilson, Sandy [swilson@unicam.state.ne.us]

**Sent:** Tuesday, July 08, 2003 9:33 AM

To: Teer, Pat

Subject: Papio NRD July 8 ltr.doc

Capitol x 94604 ska 68509-4604 71-2710 L0905 Fax cam.state.ne.us

V Street traska 68107 33-6660



### COMMITTEES

Vice Chair - Committee on Committees
Agriculture
Business and Labor
Natural Resources

July 8, 2003

#### Dear Pat:

I understand that the Board may be considering a vote to discontinue its funding of Earth Day Omaha at its meeting this week. I would strongly encourage you to continue funding this valuable activity at its current funding level.

The \$6,000 the Papio-NRD has annually appropriated in previous years for Earth Day Omaha has helped contribute to an educational and fun event that has been enjoyed by thousands of people. This is a celebration that promotes environmental education and awareness in the community through music, entertainment, exhibits and enjoyment for the entire family. For example, in 2002 the theme of Omaha Earth Day marked the 200<sup>th</sup> Anniversary of the Lewis and Clark Expedition by including storyteller Matthew Sitting Bear Jones of the Otoe Missouri tribe and the "Many Moccasins" Native American Dance Troupe. It also included a living history campsite.

It is an event that is a 100% volunteer effort hosted by a coalition of over a dozen groups which include: the University of Nebraska Department of Physics, Nebraska State Recycling Association, Sierra Club, National Safety Council, Keep Omaha Beautiful, Audubon Society of Omaha, Homers Music, Boy Scouts, Bike Rack, Nebraska Wildlife Federation, and the Papio-Missouri NRD.

I encourage you to continue your funding of Earth Day Omaha at its full appropriation, and to continue your partnership with the coalition of other organizations. Together you can continue to bring Omaha its free celebration of Earth Day which is open to all members of the public, regardless of their ability to pay. It is a very small investment for the return in public good will and education.

I appreciate the good work that you do, and wish you continued success.

Respectfully,

Senator Don Preister

Son Preister

District #5 cc: Pat Teer

### Teer, Pat

From:

rfuchs@unmc.edu

Sent:

Tuesday, July 08, 2003 11:11 AM

To:

Fred\_Conley\_fconley@ci.omaha.ne.us; Tim\_Fowler\_tfowler@usfleetservices.com;

Jim\_Thompson\_zippijd@aol.com; Joe\_Neary\_jneary@neonramp.com; John\_Conley\_conleyjh@cox.net; Pete\_Rubin\_prubin@papionrd.org;

Rich\_Jansen\_rmjansen@ditol.com; Dick Connealy\_connealy\_99@hotmail.com

Cc: Teer, Pat

I am very concerned about the proposal to eliminate Earth Day Omaha funding. It seems that very few funds are spent on urban projects (except flood control) and building lakes for developers to site expensive homes. I seem to remember that the words "natural resources" are in the NRD, and it would be nice to continue to fund a voice for protection as well as utilization. Thank you for your attention to this matter. Please continue funding of Earth Day Omaha.

### Teer, Pat

From: Tim Potter [tgpotter@novia.net]

**Sent:** Monday, July 07, 2003 9:53 PM

To: Conley, Fred; Thompson, Jim; Connealy, Richard; Neary, Joseph; Fowler, Tim; Conley, John;

Rubin, Pete; Jansen, Richard

Cc: Teer, Pat

Subject: Earth Day funding

#### Dear NRD Board Members:

I have heard there may be an attempt to eliminate funding from the NRD for Earth Day activities. I feel this would be a huge mistake.

Earth Day Omaha is a free celebration open to the public. The focus of the Earth Day Omaha celebration is both fun and education. Over 15 organizations work together to host Earth Day Omaha. The goal is to promote environmental education and awareness in our community. It is done as a public service for our fellow Nebraskans.

Over the past five years over 250,000 Omaha grade school students have received environmental education through Earth Day. The Fred Thomas Memorial Essay award is presented annually at the celebration.

Please retain funding for Earth Day. It is one of the best things the NRD does.

Tim Potter 5571 Walnut St. Omaha NE 68106

#### Teer, Pat

From: Mark Welsch [markewelsch@cox.net]

Sent: Tuesday, July 08, 2003 2:44 PM

To: Fowler, Tim; Jansen, Richard; Rubin, Pete; Teer, Pat; Conley, John; Neary, Joseph; Thompson,

Jim; Conley, Fred; Connealy, Richard; Melissa Gardner

Subject: NRD Funding of Earth Day-Omaha & Other Questions

Dear NRD Directors,

I have several points to make and questions I hope you will answer:

1. Would you please continue, or increase the funding you provide to the Earth Day Omaha event for 2004 and future years? This is an important event in your district. It tries to enhance the goals that your NRD should be working on. This is a great opportunity for the NRD to partner with other groups that share the same goals.

In the past, I have helped organize this event. Earth Day Omaha has always been a free celebration open to the public. It has had great music, entertainment, and exhibits for the whole family. This year it was held in central Omaha at Elmwood Park near UNO. Many organizations work together to host Earth Day Omaha. The goal is to promote environmental education and awareness in our community. This is done as a public service for our fellow Nebraskans. It was, and I'm 99.9% sure it is still put on with a 100% volunteer effort from the organizers.

One of the most popular parts of this day is the free tree give-away that your NRD has done for several years. Thank you for doing this. I hope you will continue to participate in this event for many years to come.

===

- 2. Would you please tell me how much of the NRD's funds are spent on projects outside of the city of Omaha, and inside the city where most of your funding comes from? I think more money should be spent to directly benefit the people who are paying taxes to support your agency and projects.
- 3. Would you please tell me why a new NRD office building is being built in South Sioux City? Is it really going to cost half of a million dollars?

How many staff people work in that area right now?

Are they currently working in a building that is owned by the NRD?

If so, what are the plans for that building?

If they are working out of rented office space, what is the yearly cost of that rented space? I would like to know the cost-benefit of building a new building for that much money in this time of such tight budgets in the State of Nebraska.

Would you please make these comments and information requests part of the NRD Finance Committee meeting and also part of the full NRD board meeting, as I may not be able to attend both meetings?

Sincerely,
Mark Welsch
MarkEWelsch@cox.net
402-558-0463

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