



**Programs, Projects & Operations  
Subcommittee Meeting  
March 8, 2005  
6:00 p.m.  
Agenda**

**Programs, Projects & Operations:**

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

**Alternate Members:** Dorothy Lanphier  
Jim Thompson

**Staff Liaison:** Gerry Bowen  
Martin Cleveland  
Ralph Puls \*  
Dick Sklenar  
Paul Woodward

1. Meeting Called to Order – Chairperson John Conley
2. Quorum Call
3. Adoption of Agenda
4. Proof of Publication of Meeting Notice
5. Review and Recommendation on Washington County Rural Water #2 – Al Shoemaker, City of Blair; Chris Koenig, HGM Associates, and Dick Sklenar
  - a. City of Blair Request to Extend Distribution System
  - b. Consideration of HGM Associates Contract for Professional Services
6. Review and Recommendation on Lease Agreement for Amphitheater at Walnut Creek Recreation Area – Ken Molzer and Randy Lee
7. Review of Draft Papillion Creek Watershed Partnership Stage III Professional Services Contract with HDR Engineering – Laurie Carrette Zook, DHR Engineering and Paul Woodward
8. Review and Recommendation on Application for Federal Assistance through NRCS for Watershed Rehabilitation Assistance on Turtle Creek PL 566 Structure #2 and Papio Creek PL 566 Structure #W-3 and D-4 – Arlis Plummer and Lynn Heng, NRCS, and Martin Cleveland

9. Review and Recommendation on Western Douglas County Trails Project Interlocal Agreement – Steve Oltmans
10. Review and Recommendation on Bennington Trail Interlocal Agreement – Marlin Petermann
11. Review and Recommendation on Resolution to the Nebraska Department of Roads Transportation Enhancement Program for the Platte River Trail Phase 3; Platte River Trail Phase 1; and, Missouri River Trail Phase 1 – Jim Becic
12. Review and Recommendation on Interlocal Cooperation Agreement for the Bellevue Riverfront Development – Jim Becic
13. Review and Recommendation on Additional Services for West Papillion Creek and Tributaries Floodplain Remapping – Laurie Carrette Zook, HDR Engineering, and Paul Woodward
14. Review and Recommendation on Papio Creek Bank Stabilization Project Contract for Rock Riprap Installation – Martin Cleveland
15. Other Items of Interest
16. Adjourn

# MEMORANDUM

TO: Programs, Projects and Operations Subcommittee

FROM: Dick Sklenar

SUBJECT: City of Blair request for water main extension for Washington County Rural Water #2

DATE: March 2, 2005

Attached is a letter for the City of Blair requesting that the District consider extending the distribution system for the Washington County Rural Water #2 Project. The city's primary reason for the request is to bolster their existing water pressure to their distribution system along HWY 75 (see attached map).

Much like our earlier arrangement with the City of Blair, the City is willing to loan the District funds to pay for at least one half of the total project cost. Economic analysis prepared by the District's consultants (HGM and Associates) is attached as well.

From the District's perspective, it will be necessary to survey residences along this route over the next four weeks. The extension becomes economically viable if an additional 20 consumers, in addition to the Shannon Estates residences, provide the District with an application and hookup fee.

**It is recommended that Subcommittee recommend to the Board of Directors that the District investigate the feasibility of the City of Blair's request for extending the distribution system for the Washington County Rural Water #2 Project by conducting a survey of residences along the proposed route.**

# Memorandum

To: Programs, Projects and Operations Subcommittee

Re: Amphitheater Lease Agreement

Date: Feb. 25, 2005

From: Randall C. Lee, Assistant Park Superintendent

Attached is the lease agreement with the Papillion Area Concert Band (PACB) for the approval to go ahead with phase 1 construction of the Amphitheater Facility. The agreement outlines the responsible parties for maintenance and upkeep for the Amphitheater facility. And ultimately outlines the time of the contract between the district and ultimately the City of Papillion.

The PACB has unencumbered funds on hand along with an agreement with the NRD, Sarpy County and the City of Papillion to provide \$235,000.00 towards the construction of the Amphitheater Facility.

A summary of construction cost is attached for your review and consideration. The project will be built in Phases with this initial construction containing the stage, roof structure, entrance roadway and handicap parking, and parking facility per the Districts agreement.

**It is the staff's recommendation that the subcommittee recommend to the Board that the General Manager be authorized to execute the Amphitheater Lease Agreement and that construction commence in accordance with the provisions of the original Agreement, subject to changes deemed necessary by the General Manager and approved as to form by District Legal Counsel.**

# Memorandum

**To:** Programs, Projects and Operations Subcommittee  
**From:** Paul Woodward, Water Resources Engineer  
**Date:** March 1, 2005  
**Re:** Papillion Creek Watershed, Stage III Study Contract with HDR Engineering

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

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

- Project management including attending Partnership meetings (\$89,402)
- NPDES Phase II Support including assistance for the remaining public forums and other public educational materials (\$65,731)
- Facilitate and provided technical input to workgroups formed to make decisions concerning the Watershed Master Plan policies and projects (\$92,843)
- Identify and catalog problem areas in the watershed including the collection of additional data (\$30,164)
- Analyze proposed policies or projects in a selected master plan pilot basin (\$71,252)

In conclusion, the total cost of Stage III services provided by HDR would be \$349,390 and the contract would be handled by P-MRNRD staff on behalf of the PCWP. Services would begin in March 2005 and conclude by December 2006. A copy of the proposed professional services contract with HDR, including a detailed scope, cost estimate, and schedule, is enclosed for your consideration.

**Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute a professional services contract on behalf of the Papillion Creek Watershed Partnership with HDR Engineering, Inc. for the Papillion Creek Watershed Stage III Study for a maximum fee of \$349,390, subject to changes deemed necessary by the General Manger and approved as to form by District Legal Council.**

# MEMORANDUM

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

**SUBJECT:** Papio Creek Watershed PL 566 Structure #W-3, D-4 and Turtle Creek Watershed PL566 Structure #2 Rehabilitation Assistance

**DATE:** March 1, 2005

**BY:** Martin P. Cleveland, P.E., Construction Engineer

Approximately four years ago, the USDA – Natural Resources Conservation Service (NRCS) initiated a dam rehabilitation assistance program to address the needs of aging dams throughout the United States, in particular those dams built through their Public Law (PL) 566 Program. The PL 566 Program has been designing/building dams for about 65 years.

The District owns/operates 70 dams, 50 of which were built via the PL 566 Program. The District's PL 566 dams built in the period from 1962 to 1997. Approximately two years ago, the District initiated dam rehabilitation with NRCS on Papillion Creek Watershed PL566 Structures S-27, S-31 and S-32. We expect to receive a planning report in April 2005.

The NRCS has now identified 3 additional District dams (W-3, D-4 and Turtle Creek #2) that are eligible for the rehabilitation funding, primarily as the result of the proximity of residential units and major area roads downstream of these dams. If these dams would fail (breach) it could lead to potential damage to structures, roads and loss of human life.

The referenced three dams are shown on attached maps. Some information about these dams is as follows:

- Papio #W-3: Conservation pool size=5.92 acres  
Conservation pool storage=44 acre-ft.  
Dam height=31 ft.; Dam length=900 ft.  
Location: Section 27, T18N, R11E, Washington County  
Principal Spillway: 24" Metal Pipe  
Date Built: 1983  
Estimated Rehabilitation Costs: \$170,000 (\$123,500 Federal; \$66,500 NRD)
- Papio #D-4: Conservation Pool size=30.27 acres  
Conservation pool storage=52.6  
Dam height=27 ft.; Dam length=900 ft.  
Location: Section 9, T16N, R12E, Douglas County  
Principal Spillway: 48" Metal Pipe  
Date Built: 1986  
Estimated Rehabilitation Costs: \$770,000 (\$500,500 Federal; \$269,500 NRD)

- Turtle Creek #2: Conservation pool size=11.65 acres  
Conservation pool storage=20.11 acre-ft.  
Dam height=30 ft.; Dam length=600 ft.  
Location: Section 22, T13N, R11E, Sarpy County  
Principal Spillway: 42" Metal Pipe  
Date Built: 1962  
Estimated Rehabilitation Costs: \$770,000 (\$500,500 Federal; \$269,500 NRD)

Attached are the proposed Applications for Federal Assistance and Memorandums of Understanding (MOU) to the NRCS for the three dam sites. Federal funding for the project will be up to 65 percent of the total costs of the rehabilitation project, but will not exceed 100 percent of the actual construction costs incurred in the rehabilitation. NRD would be responsible for all land rights and permits. NRCS is responsible for 100 percent of all planning costs. At this stage of the project the estimated rehabilitation costs are very rough, as the specific design is unknown. Rehabilitation work is subject to available funding of both NRCS and NRD. It is anticipated that the dam's principal spillway and possibly auxiliary spillway will be replaced/modified as part of this project. This program appears to be of great value in financially assisting with reducing potential liability that the NRD has with these three dams and extending the life of these dams.

**Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute applications for Federal Assistance and Memorandums of Understanding for rehabilitation of Papio Creek Watershed Dam Sites #W-3, D-4 and Turtle Creek Watershed #2.**

# Memorandum

To: Programs, Projects and Operations Subcommittee

Subject: Western Douglas County Trails Project – Interlocal Agreement

Date: February 23, 2005

From: Gerry Bowen

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

On February 22, 2005, representatives of Valley, Waterloo, and the District met to discuss the draft agreement. Slight modifications were agreed to at the meeting. The attached draft agreement reflects the changes made at the meeting. A sample trail project to connect Valley and Waterloo was presented at the meeting (attached). It was prepared according to provisions of the agreement.

In summary, the agreement calls for the District to be the “administrator” of the project, contract for all engineering services, contract for construction, and pay 40% of the local share (after application of grant funds) of the costs. Douglas County would reimburse the District 40% of the local share of the costs. The remaining local costs will be split among the communities (defined in the agreement as their extraterritorial jurisdiction [ETJ]) through which a particular trail segment passes. Operation and maintenance of a particular trail segment would be the responsibility of the communities in whose ETJ the trail is located.

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

In addition, the NRD would be responsible for the operation and maintenance of a pedestrian bridge anticipated to cross the Elkhorn River at Waterloo. The NRD would also be responsible for replacement of an anticipated trail under Highway 64 in Waterloo. The Village of Waterloo would perform routine maintenance activities (mowing, trash pick-up, sediment removal, etc), but were reluctant to assume responsibility should some catastrophic event wash out the trail.

**Management recommends that the Subcommittee recommend to the Board that the Western Douglas County Trails Project Interlocal Agreement between the District, Douglas County, the City of Elkhorn, City of Valley, and the Village of Waterloo be approved, subject to changes deemed necessary by the General Manager and accepted as top form by the District Legal Counsel.**



# Memorandum

To: Programs, Projects, and Operations Subcommittee

Subject: Bennington Trail Interlocal Agreement

Date: March 1, 2005

From: Gerry Bowen

The City of Bennington applied, and was subsequently approved for, Transportation Enhancement funding on a trail project along Bennington Road between 168<sup>th</sup> Street (new high school) and the old high school at 156<sup>th</sup> Street (see attached map). It is proposed that the City, the Bennington School District, and the NRD equally split the local share of the costs. Operation and maintenance of the trail will be the responsibility of the City and the school district.

The total estimated cost of the project is \$450,000. The NDOR has approved \$340,416 towards the project. The remaining \$109,584 is proposed to be split between the three parties, or \$36,528 each. The agreement provides for a maximum of \$40,000 for each party, without prior board or council approval.

The funds for this project have been included in the FY 2005 Budget.

The agreement is intended to replace the NRD's Operation and Maintenance Agreement that is required of all applicants for Recreation Area Development Program.

**Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute an interlocal agreement with the City of Bennington and the Bennington School District for the Bennington Trail Project be approved, subject to changes deemed necessary by the General Manager, and accepted as to form by the District's legal counsel.**

# MEMORANDUM

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

**Re:** Resolution to the Nebraska Department of Roads Transportation Enhancement Program for the Platte River Trail Phase 3; the Platte River Trail Phase 1 and the Missouri River Trail Phase 1.

**From:** Jim Becic

**Date:** 2 March, 2005

The Papio-Missouri River Natural Resources District (NRD) has submitted three applications to the Nebraska Department of Roads (NDOR) Transportation Enhancement Program for trail projects in the fall of 2004. This Program is designed to provide up to 80% federal reimbursement funds (maximum of \$500,000.00) per project.

All three of the NRD's applications were approved in December of 2004, for the maximum amount of \$500,000.00 for each project.

NDOR requires that a resolution by the NRD Board, stating that the NRD agrees to the terms and conditions of the agreement is now required.

**Therefore, it is the staff recommendation that the Subcommittee recommend to the Board to approve the attached resolution and authorize the General Manager to execute the agreements for the Platte River Trail Phase 3; the Platte River Trail Phase 1; and the Missouri River Trail Phase 1, for submittal to the Nebraska Department of Roads Transportation Enhancement Program.**

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# MEMORANDUM

To: Programs, Projects and Operations Subcommittee

Re: Interlocal Cooperation Act Agreement – Bellevue Riverfront Development.

From: Jim Becic

Date: 2 March, 2005

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The City of Bellevue (City) has approached the Papio-Missouri River Natural Resources District (District) for assistance in their comprehensive planning, development and restoration efforts along the Missouri Riverfront area. This assistance, if approved, would eventually result in a variety of positive, healthy and regionally beneficial improvements.

The City, towards this end, has already accomplished the removal of the Kramer Power Plant (totaling 101 acres, of which 40 acres abut Fontenelle Nature Association property) and developed a Land Use and Proposed Work Plan Budget for this site. (Exhibits A and B).

The attached Interlocal Cooperation Act Agreement has been drafted to accomplish a variety of additional improvements with the District providing **one million two hundred and fifty thousand dollars (\$1,250,000.00)** in cost-share funds over a four year period.

The City, during its 28 February, 2005 Council meeting, approved this agreement for consideration by the District at its March meeting.

**Therefore, it is the staff recommendation that the Programs, Projects and Operations Subcommittee recommend to the Board that the General Manager be authorized to execute the *Interlocal Cooperation Act Agreement between the City of Bellevue, Nebraska and Papio-Missouri River Natural Resources District for Bellevue Riverfront Development*, which provides for a commitment of District cost share funds, not to exceed one million two hundred fifty thousand dollars (\$1,250,000.00) over a four year period.**

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# Memorandum

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

**Re:** Additional Professional Services for West Papio Watershed Floodplain Remapping

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

**Date:** March 1, 2005

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In February 2003, the Board approved a contract with HDR Engineering Inc. in the amount not to exceed \$368,500 for professional services to develop new and/or updated flood hazard data for the West Branch Papillion Creek and its Tributaries. Since that time, HDR has completed several tasks within their scope including field reconnaissance, bridges and culvert surveys, and new hydrology. During the completion of these tasks, several additional services necessary to perform the study were completed or are anticipated. A February 4, 2005 letter from HDR documents these additional services and was included with February's General Manager's Report, and is enclosed for your consideration.

In general, the additional services relate to the added work performed on 105 bridges or culverts in comparison to the 89 originally scoped. More bridges required additional field reconnaissance and survey and will likely mean more time required to develop the hydraulic modeling in the coming months. Other added services relate to: 1) detailed review of topographic mapping provided by MAPA, 2) an analysis of the District's West Papio Channel Project, 3) and the calibration needed to update the hydrologic model to better reflect recent "urban buildout" conditions in the watershed. In all, HDR is requesting an increase in the maximum fee of \$41,980. This would bring the total contract cost up to \$410,480. However, a FEMA grant in the amount of \$349,100 has been secured for this project, making the final cost to the NRD only \$61,380, or nearly 15%. Currently the District has enough budgeted for this project under Floodway Purchase professional services.

In conclusion, additional services provided by HDR for this floodplain mapping project are estimated to cost an extra \$41,980, increasing the maximum fee from \$368,500 to \$410,480. The staff does believe that the additional work is justified and necessary to develop complete and accurate floodplain mapping of the West Papio Watershed.

**Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute an amendment to the professional services contract with HDR Engineering, Inc. for the West Papio Watershed Flood Plain Mapping Project which provides for an increase in the maximum fee to \$410,480, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Council.**

# MEMORANDUM

TO: Programs, Projects and Operations Subcommittee

FROM: Martin P. Cleveland, Construction Engineer

SUBJECT: Papillion Creek Bank Stabilization Project Bids

DATE: February 23, 2005

Attached are location maps and typical cross-sections for the referenced creek bank stabilization project. The work consists of placing rock rip-rap along the creek bank of the Little Papillion Creek at four (4) locations between Blondo Street and "Q" Street (Omaha, NE) and West Branch Papillion Creek at four (4) locations between 48<sup>th</sup> Street and 84<sup>th</sup> Street (Papillion, NE). The work includes the furnishing of the labor, materials, equipment, tools and incidentals necessary to install approximately 21,870 tons of rock rip-rap bank protection along approximately 3,430 linear feet of creek bank. The contract provides for 120 working days to complete the project and in a typical weather year this would result in November 6 completion deadline.

A bid summary is attached for your consideration. The apparent low bidder is Midwest Dumpers Inc. with bids as follows:

SITE	EST. TONS	UNIT PRICE	TOTAL COST
A1	520	\$24.20/Ton	\$12,584
A2	700	\$24.20/Ton	\$16,940
B	2,800	\$20.30/Ton	\$56,840
C	3,170	\$20.20/Ton	\$64,034
D	4,080	\$20.70/Ton	\$84,456
E1	1,180	\$21.80/Ton	\$25,724
E2	8,070	\$21.80/Ton	\$171,891
F	1,350	\$21.30/Ton	\$29,430
TOTALS	21,870		\$461,899

Based on the estimated total rip-rap quantity of 21,870 tons the total project cost (total base bid plus alternative additive) would be \$461,899. The Engineer's estimate for total project cost is \$482,000.

This work will be funded via funds included in Project Maintenance General Contract Work (Account 010312 4479) and Maintenance Materials (Account 010312 4477) and West Branch Contract Work (Account 010304 4479) and Maintenance Materials (Account 010304 4477). As of February 10, 2005 remaining funds in these accounts were \$176,507 + \$182,333 + \$189,000 = \$547,840.

**It is Management's recommendation that the Subcommittee recommend to the Board of Directors that the General Manager be authorized to execute a contract for rock rip-rap stabilization work at eight (8) sites along the Little and West Branch Papillion Creeks with Midwest Dumpers Inc., for their Base and Alternative Additive bid of \$461,899.**