



**Programs, Projects & Operations  
Subcommittee Meeting  
March 7, 2006  
7:00 p.m.  
Agenda**

**Programs, Projects & Operations:**

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

**Alternate Members:** Dorothy Lanphier  
Jim Thompson

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

1. Meeting Called to Order – Chairperson John Conley
2. Quorum Call
3. Adoption of Agenda
4. Proof of Publication of Meeting Notice
5. Review and Recommendation on Approval of Change Order for Pressure Reducing Valve Vaults Contract for Washington County Rural Water #1 – Dick Sklenar
6. Review and Recommendation on 1<sup>st</sup> Amendment to Interlocal Cooperation Act Agreement between Papio-Missouri River NRD, City of Blair and Washington County for Washington County Rural Water #2 – Dick Sklenar
7. Report on Construction of Elk Creek Grade Stabilization Structure #2 – Dick Sklenar
8. Review and Recommendation on Interlocal Cooperative Act Agreement between Dakota County and the Papio-Missouri River NRD for Pigeon/Jones Site 15 Project Roads – Ralph Puls
9. Review and Recommendation on Bids for Papillion Creek Bank Stabilization Project – Martin Cleveland
10. Adjourn

## **MEMORANDUM**

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

**SUBJECT:** Pressure Reducing Vault/Change Order

**FROM:** Dick Sklenar

**DATE:** February 17, 2006

Last December the District awarded a contract to Thompson Construction Inc. for the installation of three pressure reducing valve vaults on the Washington County Rural Water System #1. The original contract price for this work was \$49,800. The District is being compensated entirely for the cost of this work by the City of Blair.

It has come to the attention of the contractor and the engineer that the contents prescribed within the vault will not fit inside the originally designed concrete vault size (54 inch). The additional cost for increasing the concrete vault size to accommodate the contents will now increase the contract price to \$56,444.95 (13% higher). According to Board policy, this increase is beyond the Management authorized change orders of 10% over the original contract amount. A letter from the City of Blair approving this change is attached.

**It is recommended that the Subcommittee recommend to the Board that the General Manager be authorized to approve change orders exceeding ten percent (10%) of the originally contracted amount with Thompson Construction Inc. for the installation of 3 pressure reducing valve vaults on Washington County Rural Water #1.**



NEW MANHOLE PRICES

DEDUCT: 3 - 54" x 4' BARRELS = 3 EA x \$485.00 = \$1,455.00

3 - 54" FLATTOP LIDS = 3 EA x \$300.00 = \$900.00

SUBTOTAL \$2,355.00

+ 5.5% TAX \$129.53

TOTAL DEDUCT \$2,484.53

ADD: 2 - 72" x 4' BARRELS = 2 EA x \$680.00 = \$1,360.00

2 - 72" FLATTOP LIDS = 2 EA x \$700.00 = \$1,400.00

1 - 84" x 4' BARREL = 1 EA x \$960.00 = \$960.00

1 - 84" FLATTOP LID = 1 EA x \$750.00 = \$750.00

SUBTOTAL \$4,470.00

+ 5.5% TAX \$245.85

\$4,715.85

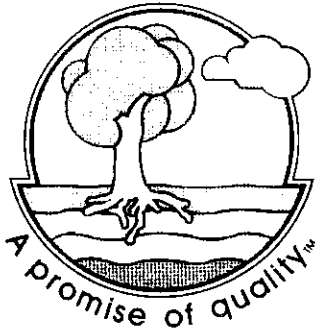
+ TRUCKING, EQUIPMENT, LABOR, MOBILIZATION  
= \$625 x 3 EA =

\$1,875.00

TOTAL \$6,590.85  
+ 15% OVERHEAD \$988.63

TOTAL ADD \$7,579.48

CHANGE ORDER NET ADD = \$5,094.95



# CITY OF BLAIR

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February 21, 2006

Dick Sklenar  
PMNRD  
8901 South 154<sup>th</sup> Street  
Omaha, NE 68138-3621

RE: PRV Change Order #2

Dear Mr. Sklenar:

The City of Blair has reviewed the proposed change order number 2 for the above referenced project and after negotiations has agreed to a total change order price of \$5094.95. Please move forward with the execution of the change order.

If there are any questions, please call me at 420-426-4191.

Sincerely,

Allen Schoemaker  
Public Works Director

MEMO TO: Programs, Projects & Operations Subcommittee

SUBJECT: Amendment to Interlocal Cooperation Act Agreement /  
Washington County Rural Water #2

DATE: February 24, 2006

FROM: Dick Sklenar

Attached is the first addendum to the agreement between the City of Blair, Papio-Missouri River NRD and Washington County in the development of the Washington County Rural Water #2 system.

Briefly, the addendum calls for the County's contribution for oversizing the arterial water mains of the water system to be amended from \$200,000.00 to \$210,412.64. This amount will be remitted to the District in 10 equal installments plus 4% simple interest on the unpaid balance. The County will retrieve their contribution (\$210,412.64) in the years ahead (in the form of an annual rebate from the District) as additional hookups to the system are made. The length of pipelines installed, and the bids received for such work, were the main factors in the increased contribution.

**It is recommended that the Subcommittee recommend to the Board that the General Manager is authorized to approve and execute the First Addendum to the Interlocal Cooperation Act Agreement by and Among the Papio-Missouri River NRD, the City of Blair & the County of Washington, Nebraska, for Washington County Rural Water #2, subject as to form by the District's legal counsel.**

**FIRST ADDENDUM  
TO  
INTERLOCAL COOPERATION ACT AGREEMENT  
BY AND AMONG  
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT,  
THE CITY OF BLAIR, NEBRASKA  
AND  
THE COUNTY OF WASHINGTON, NEBRASKA  
FOR  
WASHINGTON COUNTY RURAL WATER PROJECT NO. 2**

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THIS FIRST ADDENDUM (hereinafter referred to as “**THIS ADDENDUM**”) amends the INTERLOCAL COOPERATION ACT AGREEMENT (hereinafter referred to as “**THE AGREEMENT**”) relating to the WASHINGTON COUNTY RURAL WATER PROJECT NO. 2 (hereinafter referred to as “**THE PROJECT**”) that was executed in 2003 pursuant to the Nebraska Interlocal Cooperation Act, Sections 13-801 to 13-827 R.R.S. 1997, *et seq.*, by and among the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, a subdivision of the State of Nebraska (hereinafter referred to as the “**NRD**”); the CITY OF BLAIR, a municipal corporation of the State of Nebraska (hereinafter referred to as the “**CITY**”); and, the COUNTY OF WASHINGTON, a subdivision of the State of Nebraska (hereinafter referred to as the “**COUNTY**,” the NRD, the COUNTY and the CITY hereinafter referred to collectively as the “**PARTIES**.”)

**WHEREAS**, in light of greater-than-expected costs associated with over-sizing the lateral mains on the PROJECT, the PARTIES desire to amend paragraph 21 of THE AGREEMENT to provide for an increase in the COUNTY’S contribution.

**NOW, THEREFORE, IN CONSIDERATION** of the foregoing recitals and their mutual covenants, the PARTIES hereby agree as follows, to-wit:

A. That the increases in the contract prices experienced to date that the NRD has agreed to pay to the PROJECT CONTRACTORS for oversizing the ARTERIAL MAINS have been reasonably determined by the ENGINEERS, and such cost increases were necessary to achieve objectives of the PROJECT and should be borne by the COUNTY; and that, therefore, paragraph 21 of THE AGREEMENT should be, and is hereby, amended, effective herewith, as follows, to-wit:

**21. COUNTY'S PROJECT CONTRIBUTION.** As the **COUNTY'S** contribution towards the NRD'S costs of oversizing the ARTERIAL MAINS (hereinafter referred to as "the **COUNTY'S PROJECT CONTRIBUTION**"), the COUNTY shall advance to the NRD the sum of ~~Two Hundred Thousand Dollars (\$200,000.00)~~ Two Hundred Ten Thousand Four Hundred Twelve and 64/100 Dollars (\$210,412.64), such advance to be paid to the NRD in ten equal annual installments on the same payment schedule as provided in paragraph 17, above, for CITY reimbursements, all with simple interest on the unpaid balance at the rate of four per cent (4.0%) per annum, payable with each installment of principal.

B. That, except as so amended, THE AGREEMENT should be, and is hereby, ratified and confirmed in all respects.

C. That THIS ADDENDUM shall become effective upon its execution by all PARTIES

**IN WITNESS WHEREOF**

THIS ADDENDUM is executed by the NRD on \_\_\_\_\_,  
2006.



**PAPIO-MISSOURI RIVER NATURAL  
RESOURCES DISTRICT**

By \_\_\_\_\_  
**General Manager**

THIS ADDENDUM is executed by the COUNTY on \_\_\_\_\_,  
2006

**COUNTY OF WASHINGTON, NEBRASKA**

Attest: By \_\_\_\_\_  
**Chairperson, County Board**

\_\_\_\_\_  
**County Clerk**

THIS ADDENDUM is executed by the CITY on \_\_\_\_\_,  
2006

**CITY OF BLAIR, NEBRASKA**

Attest: By \_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**City Clerk**

Agenda Item: 7

**Presentation on Construction of Elk Creek Grade Stabilization Structure will be given at the PPO meeting.**

## **DAKOTA COUNTY GRADE CONTROL STRUCTURE #2 FACT SHEET**

### **A. GENERAL**

Location: 1.3 miles northeast of Jackson, between 137<sup>th</sup> Street and Hwy 20  
(Section 28, T29N, R8E)

Waterway: Elk Creek, tributary to Missouri River

Drainage Area: 78 Square miles (50,000 acres)

Purpose: Grade Control Structure reduces stream grade and subsequently  
Reduces stream bank/levee sloughing caused by streambed  
degradation.

Construction History: Construction began in November 2005 and was  
substantially complete in January 2006

Owner of Project: Papio-Missouri River Natural Resources District

Owner of Adjacent Property: Carlotta Hall

Engineering Consultant: Sundquist Engineering

Contractor: L.A. Carlson Contracting Inc.

### **B. STRUCTURE DETAILS**

Type:	Steel Sheet Pile Weir With Rock Riprap	Weir Height (above streambed): 5 feet
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Channel Bottom Width:	20 feet	Sheet Pile Quantity: 2400 SF
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Channel Top Width:	130 feet	Rock Riprap Quantity: 3,425 tons
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Side Slopes:	1V:2H
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Stream 100 year flood discharge: 23,000 cfs

### **C. COST**

Engineering:	\$18,500
Construction:	<u>\$165,000</u>
TOTAL:	\$183,500

# MEMORANDUM

TO: Programs, Projects and Operations Subcommittee

SUBJECT: Interlocal Cooperation Act Agreement between Dakota County  
and the P-MRNRD for Pigeon/Jones Site #15 Roads

DATE: March 1, 2006

BY: Ralph Puls, Land/Water Programs Coordinator

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Attached for the Subcommittee's Review and Recommendation is a proposed Interlocal Cooperation Act Agreement between the P-MRNRD and Dakota County. This proposal describes each agency's responsibilities to implement a plan for the construction of roads, bridges, levees and other facilities needed as part of the multi purpose, flood control/recreation project planned for the Pigeon/Jones Creek Watershed.

The Agreement describes the plans to realign two county roads, 200<sup>th</sup> Street and Lutton Avenue (see attached Exhibit B). The realignment of 200<sup>th</sup> Street to the route shown as Alignment F on Exhibit B will result in a safer roadway at a much lower cost than if 200<sup>th</sup> Street was maintained in its current location. Lutton Avenue must be realigned in order to meet Nebraska Department of Roads design standards. It is anticipated that funding through the State of Nebraska Resources Development fund will pay for 60 to 65 percent of the cost of the roads, and the P-MRNRD and Dakota County would each pay 50 percent of the local costs. The proposal also calls for the same funding arrangement for the Internal Roads on Site 15. Maintenance of all roads would be done by the County.

Approximately one-half mile downstream from the proposed Site 15 structure Pigeon and Jones Creek merge, and the combined Pigeon/Jones Creek flow under the South Bluff Road Bridge and into the Pigeon/Jones Creek Levee System. At the present time only a small percentage of storm water actually enters the Pigeon/Jones Levee system, significantly less than the capacity of the levee system. Most storm waters actually flank the levee and flow across the bottomlands that the levee was built to protect; storm water also flows across Highway 35. Part of this proposal calls for a tie-back levee that will route storm water into the levee system and will help prevent flood waters from flowing over Highway 35. Design costs, land acquisition and construction costs for the tie-back levee would be borne by the P-MRNRD. The County plans to replace the South Bluff Bridge and realign a portion of the South Bluff Road which it will do at its own cost. All work in this proposed Agreement would be done per the schedule shown on page 2 of the Agreement.

The proposal for sharing costs between the County and the P-MRNRD are shown on pages 8 and 9 (Item Number 11) of the Agreement. Essentially it calls for the County to reimburse the District for 50 percent of the District's expenditures that are not funded by grants (it is anticipated that the Nebraska Resources Development Fund will fund 60 to 65 percent of the total cost). The County's share would not exceed \$350,000.

**It is recommended that the Subcommittee recommend to the Board that the General Manager is authorized to execute the Interlocal Cooperation Act with Dakota County and the Papio-Missouri River NRD for Pigeon/Jones Site 15 Roads subject to minor changes by the General Manager and approval as to form by the District's legal counsel.**

**INTERLOCAL COOPERATION ACT AGREEMENT**  
**Between**  
**THE COUNTY OF DAKOTA, NEBRASKA**  
**And**  
**PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**  
**For**  
**PIGEON/JONES SITE 15 PROJECT ROADS**

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**THIS AGREEMENT** (hereinafter referred to as “this **AGREEMENT**”) is entered into by and between the **COUNTY OF DAKOTA, NEBRASKA** (hereinafter referred to as “the **COUNTY**”) and the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (hereinafter referred to as “the **DISTRICT**,” the **DISTRICT** and the **COUNTY** hereinafter being referred to as “the **PARTIES**”), and is made pursuant to the authority provided in the Nebraska Interlocal Cooperation Act (§§13-801, R.R.S., 1997, et seq.).

**RECITALS:**

**WHEREAS**, the Pigeon/Jones Site 15 Project (hereinafter referred to as “the **PROJECT**”) has been proposed by the **DISTRICT**; and,

**WHEREAS**, the **PROJECT** includes construction of a multi-use flood control and sediment retention dam and reservoir, trails and other public recreation features, outdoor education facilities and wildlife habitat, all on a site in the **COUNTY** immediately southeast of the Village of Hubbard, Nebraska, in the **COUNTY**; and,

**WHEREAS**, the **PROJECT** also includes construction of Site 15 internal circulation roads (hereinafter referred to collectively as “the **SITE 15 INTERNAL ROADS**”), including vehicular parking areas; and,

**WHEREAS**, the PROJECT also includes demolition and removal of certain existing COUNTY roads and a bridge, all affected by the PROJECT (hereinafter referred to collectively as "the **PROJECT-AFFECTED COUNTY ROADS**"), and construction of new COUNTY roads, including without limitation relocating portions of 200<sup>th</sup> Street, Lutton Avenue and South Bluff Road, and including construction of a new South Bluff Road bridge and a new South Bluff Road Tie-Back Levee (all such sub-projects hereinafter being referred to collectively as "the **NEW COUNTY ROADS**"); and,

**WHEREAS**, the expected timetable for the design and construction of the NEW COUNTY ROADS is as follows, to-wit:

FY 2006	South Bluff Road bridge design completed
FY 2007	South Bluff Road ROW acquired, 200 Street and Lutton Avenue realignment design completed, South Bluff Road Tie-back Levee design completed and ROW acquired
FY 2008	South Bluff Road bridge construction completed, 200 Street and Lutton Avenue land rights acquired
FY 2009	200 Street and Lutton Avenue realignment construction completed, and South Bluff Road Tie Back Levee construction completed

**WHEREAS**, the PARTIES desire to agree upon covenants and provisions governing the actions of the PARTIES with respect to the demolition and removal of the PROJECT-AFFECTED COUNTY ROADS and the construction, operation and maintenance of the NEW COUNTY ROADS, all as a part of the PROJECT.

**WHEREAS**, the DISTRICT has applied for grants from the Nebraska Resources Development Fund to finance a portion of the costs of the PROJECT, including the demolition and removal of the PROJECT-AFFECTED COUNTY ROADS and construction of the NEW COUNTY ROADS, and construction of the Site 15 Internal Roads, and the PARTIES desire to make provisions for the

payment of the portion of such costs that are not funded by such grants.

**NOW, THEREFORE,** for and in consideration of the foregoing recitals and the mutual covenants hereinafter expressed, the parties agree as follows:

1) THE PROJECT. The PARTIES do hereby agree to establish and participate in the portions of the PROJECT involving relocation of the PROJECT-AFFECTED COUNTY ROADS and involving construction, operation and maintenance of the SITE 15 INTERNAL ROADS and the NEW COUNTY ROADS, all as proposed by the DISTRICT.

2) GENERAL BENEFIT. The PARTIES do hereby determine and agree that the PROJECT will be predominantly of general benefit to the PARTIES, with only an incidental special benefit.

3) PURPOSE OF THIS AGREEMENT. This AGREEMENT provides for cooperative undertakings by and between the COUNTY and the DISTRICT, without any separate entity being created, and the duties and responsibilities of such parties shall be as defined by this AGREEMENT.

4) ROAD CONSTRUCTIONS. The relocation of the PROJECT-AFFECTED COUNTY ROADS and the construction of the SITE 15 INTERNAL ROADS and the NEW COUNTY ROADS includes the following sub-projects, to-wit:

a) SITE 15 INTERNAL ROADS. The SITE 15 INTERNAL ROADS will be constructed within the boundaries of the land to be acquired by the DISTRICT for the PROJECT in approximately the configuration depicted in the diagram entitled "PRELIMINARY SITE 15 MASTER PLAN" attached hereto as Exhibit "A" and incorporated herein by reference.

b) NEW 200<sup>TH</sup> STREET. The portion of present 200th Street between its intersection with Lutton Avenue on the east and the centerline of "M" Avenue on the west (except for the west 1/4 mile), in the present



configuration as depicted in the diagram entitled “PRELIMINARY JONES CREEK SITE 15 COUNTY ROAD REALIGNMENT OPTIONS,” attached hereto as Exhibit “B” and incorporated herein by reference, will be abandoned and removed and a new 200<sup>th</sup> Street roadway (hereinafter referred to as “**NEW 200<sup>TH</sup> STREET**”), approximately one mile in length, will be constructed along the course between such points, approximately one-half mile south of such road’s present location, at the location determined most feasible by the DISTRICT and its engineering consultants and approved by the COUNTY.

c) NEW LUTTON AVENUE. The portion of the roadway of present Lutton Avenue between 197<sup>th</sup> Street and approximately ¼ mile south of 200<sup>th</sup> Street, will be demolished and removed and a new Lutton Avenue roadway (hereinafter referred to as “**NEW LUTTON AVENUE**”) will be constructed, all approximately as depicted in the before and after (“Alignment E”) configurations depicted in the diagram entitled “PRELIMINARY JONES CREEK SITE 15 COUNTY ROAD REALIGNMENT OPTIONS,” attached hereto as Exhibit “B” and incorporated herein by reference.

d) NEW SOUTH BLUFF ROAD AND BRIDGE. The portion of the roadway of present South Bluff Road extending southerly a distance of approximately 1,600 feet from the centerline of its intersection with Highway 35, including the existing bridge now located in such portion, will be demolished and removed and a new South Bluff Road and bridge (hereinafter referred to collectively as “**NEW SOUTH BLUFF ROAD AND BRIDGE**”) will be constructed, all approximately as depicted in one of the before and after configurations depicted in the diagrams entitled “POTENTIAL SOUTH BLUFF ROAD & LEVEE ENTRANCE ALIGNMENT” (or entitled “PIGEON CREEK LEVEE ENTRANCE TIE-BACK CONCEPT 2”) attached hereto as Exhibits “C” and “D” and

incorporated herein by reference.

e) SOUTH BLUFF ROAD TIE-BACK LEVEE. A new tie-back levee (hereinafter referred to as “the **SOUTH BLUFF ROAD TIE-BACK LEVEE**”) will be constructed at a point proximate to and southerly of the intersection of Highway 35 and NEW SOUTH BLUFF ROAD, approximately as depicted in the diagram entitled “POTENTIAL SOUTH BLUFF ROAD & LEVEE ENTRANCE ALIGNMENT” (or entitled “PIGEON CREEK LEVEE ENTRANCE TIE-BACK CONCEPT 2”) attached hereto as Exhibits “C” and “D”.

5) PROJECT DESIGN.

a) The SITE 15 INTERNAL ROADS, NEW 200<sup>TH</sup> STREET, NEW LUTTON AVENUE, and the SOUTH BLUFF ROAD TIE-BACK LEVEE will be designed by the DISTRICT. Such design, including the specifications for the demolition of the improvements being replaced, shall be in accordance and conformance with all applicable Nebraska Department of Roads design standards, and shall be subject to the COUNTY’S written approval, such approval to not be delayed or withheld unreasonably. The DISTRICT shall begin designing such portions of the PROJECT on or about July 1, 2006 and complete such design work on or before July 1, 2007, or as soon thereafter as the DISTRICT determines feasible within the limits of available funds. The cost of such designs shall be paid by the DISTRICT.

b) The NEW SOUTH BLUFF ROAD AND BRIDGE will be designed by the COUNTY. Such design, including the specifications for the demolition of the improvements being replaced, shall be in accordance and conformance with all applicable Nebraska Department of Roads design standards, and shall be subject to the DISTRICT’S written approval, such approval to not be delayed or withheld unreasonably. The COUNTY shall complete such design work on or before July 1, 2007, or as soon thereafter as

the COUNTY determines feasible within the limits of available funds. The cost of such designs shall be paid by the COUNTY.

6) LAND ACQUISITION:

a) Lands, easements and rights-of-way and any utility relocations necessary for the SITE 15 INTERNAL ROADS, NEW 200<sup>TH</sup> STREET, NEW LUTTON AVENUE, will be acquired on a timely basis by the DISTRICT, and the cost of such acquisitions and relocations shall be paid by the DISTRICT.

b) Lands, easements and rights-of-way and any utility relocations necessary for the NEW SOUTH BLUFF ROAD AND BRIDGE and the SOUTH BLUFF ROAD TIE-BACK LEVEE will be acquired on a timely basis by the COUNTY, and the cost of such acquisitions and relocations for the NEW SOUTH BLUFF ROAD AND BRIDGE shall be paid by the COUNTY and the cost of such acquisitions and relocations for the SOUTH BLUFF ROAD TIE-BACK LEVEE shall be reimbursed to the COUNTY by the DISTRICT.

c) The COUNTY shall donate to the DISTRICT all lands, easements and rights-of-way over any COUNTY-owned land and rights-of-way that the DISTRICT determines is necessary for the construction, operation and maintenance of the PROJECT, including improvements referred to in this AGREEMENT.

d) The DISTRICT shall obtain from the U. S. Army Corps of Engineers, 404 permits required for the operation, maintenance, repair, replacement, management and/or regulation of the PROJECT, including the NEW SOUTH BLUFF ROAD AND BRIDGE and/or the NEW SOUTH BLUFF ROAD LEVEE.

e) Upon completion of construction of the PROJECT, the

COUNTY shall convey to the DISTRICT the lands, easements and rights-of-way acquired by the COUNTY for the NEW SOUTH BLUFF ROAD LEVEE and the DISTRICT shall convey to the COUNTY the lands, easements and rights-of-way acquired by the DISTRICT for NEW 200<sup>th</sup> STREET and NEW LUTTON AVENUE.

7) PROJECT CONSTRUCTION.

a) The SITE 15 INTERNAL ROADS, NEW 200<sup>TH</sup> STREET, NEW LUTTON AVENUE, and the SOUTH BLUFF ROAD TIE-BACK LEVEE will be constructed by the DISTRICT during the time of the DISTRICT'S construction of the PROJECT, except for the NEW SOUTH BLUFF ROAD AND BRIDGE, and such improvements shall be constructed substantially in accordance with designs approved by the COUNTY. The COUNTY shall share the cost of such construction as hereinafter provided. The DISTRICT shall begin construction of the PROJECT prior to July 1, 2007, and shall complete such construction on or before July 1, 2010, or as soon thereafter as the DISTRICT determines feasible within the limits of available funds.

b) The NEW SOUTH BLUFF ROAD AND BRIDGE will be constructed by the COUNTY at COUNTY expense substantially in accordance with designs approved by the DISTRICT. The COUNTY shall begin construction of such improvements by July 1, 2007, and complete such construction by July 1, 2008, or as soon thereafter as the COUNTY determines feasible within the limits of available funds.

8) OPERATION AND MAINTENANCE.

a) After final construction of each respective sub-project is substantially completed, the COUNTY, at the COUNTY'S own cost and expense, shall permanently operate, maintain, repair, replace, manage and regulate NEW 200<sup>th</sup> STREET, NEW LUTTON AVENUE and the NEW SOUTH BLUFF ROAD AND BRIDGE (and permanently operate, maintain,

repair and replace the SITE 15 INTERNAL ROADS), including without limitation the sub-roadbed, culverts, roadside ditches, guard rails, traffic and parking control signs, devices, and markings, and all other devices and improvements for the regulation and facility of public vehicular use of the premises, and including removal of snow and ice, all in a good and workmanlike manner, as the COUNTY in its discretion determines necessary and in accordance with any applicable and generally-accepted engineering practices.

b) The DISTRICT, at the DISTRICT own cost and expense, shall operate and maintain the SOUTH BLUFF ROAD TIE-BACK LEVEE and the other non-roadway PROJECT improvements, including PROJECT recreational facilities, dam, reservoir and appurtenances, wildlife habitat areas and other public facilities shown on the diagrams attached hereto as Exhibit "A", all at such times and in such manner as the DISTRICT determines necessary.

9) PROJECT RULES AND REGULATIONS. The DISTRICT'S Board of Directors from time to time may adopt rules and regulations governing the times of the public use of the SITE 15 INTERNAL ROADS and regulating the public use of the non-roadway portions of the PROJECT.

10) ROAD VACATION/ABANDONMENT. If and when requested by the DISTRICT, the COUNTY shall vacate and abandon and grant to the DISTRICT title to the portions of the former right-of-way of 200TH STREET, LUTTON AVENUE and SOUTH BLUFF ROAD as the DISTRICT determines necessary for PROJECT construction, operation or maintenance.

11) COST-SHARING: The COUNTY shall reimburse the DISTRICT in an amount equal to fifty percent (50%) of the sum of (1) the DISTRICT'S expenditures, not otherwise funded by grant received, for design and for demolition and construction work performed by or for the DISTRICT for NEW 200TH STREET,

AND NEW LUTTON AVENUE; and (2) the DISTRICT'S expenditures for land rights for NEW 200<sup>TH</sup> STREET and NEW LUTTON AVENUE (exclusive of attorneys fees); provided, however, the grand total of all such reimbursements shall be limited to and shall not exceed THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000); and the DISTRICT shall be responsible to pay the remainder of such costs without COUNTY reimbursement. To provide for the COUNTY'S reimbursement of such costs the parties shall follow the following procedure:

a) From time to time after actual monetary expenditures have been made by the DISTRICT for land rights (exclusive of attorneys fees), and for design and construction work performed by or for the DISTRICT on NEW 200<sup>TH</sup> STREET and NEW LUTTON AVENUE, the DISTRICT shall transmit to the COUNTY written notifications of the amounts of such expenditures and shall describe in each such written notification the identities of the persons furnishing such work and to whom such amounts were paid; and,

b) Within 45 days after receipt by the COUNTY of such a written notification, the COUNTY shall reimburse the DISTRICT in the amount of Fifty Percent (50%) of the DISTRICT expenditures described in such written notification, subject to the grand total limitation; and,

c) For COUNTY budgeting purposes, the DISTRICT shall make a reasonable effort to keep the COUNTY informed as to the amounts and dates of anticipated major expenditures for which reimbursement from the COUNTY will be due under this AGREEMENT; and,

d) Notwithstanding the foregoing, no reimbursements from the COUNTY to the DISTRICT shall become due and payable prior to July 1, 2007.

12) PROJECT RISK OF LOSS. The COUNTY shall have and bear the

sole risk of post-construction loss of or damage to NEW 200<sup>TH</sup> STREET, NEW LUTTON AVENUE, NEW SOUTH BLUFF ROAD AND BRIDGE; and, the DISTRICT shall have and bear the sole risk of post-construction loss of or damage to the SOUTH BLUFF ROAD TIE-BACK LEVEE, regardless whether such loss or damage results from flood or other casualty whatsoever.

13) INDEMNIFICATION. Except as otherwise specifically provided in this AGREEMENT:

a) The COUNTY shall defend and indemnify the DISTRICT and hold the DISTRICT harmless:

i) from and against any and all costs of operation, maintenance, repair, replacement, management and regulation of NEW 200<sup>TH</sup> STREET, NEW LUTTON AVENUE and the NEW SOUTH BLUFF ROAD AND BRIDGE; and, from and against any and all costs of operation, maintenance, repair and replacement of the SITE 15 INTERNAL ROADS; and,

ii) from and against any and all claims, demands, causes of action, costs and expenses, including without limitation court costs and attorneys fees, for personal injuries or property damages in whole or in part arising out of:

(1) the operation, maintenance, repair, replacement, management and regulation of the portions of the PROJECT which the COUNTY has undertaken to operate, maintain, repair and replace, or,

(2) the use by members of the public of the portions of the PROJECT which the COUNTY has undertaken to operate, maintain, repair and replace; or,

(3) negligence or other actions or inactions of the

COUNTY, its employees, officers, contractors and agents in the operation, maintenance, repair, replacement, management or regulation of the portions of the PROJECT which the COUNTY has undertaken to operate, maintain, repair and replace (except as may be caused solely by the negligence of the DISTRICT or its employees, officers, contractors or agents); and,

b) The DISTRICT shall defend and indemnify the COUNTY and hold the COUNTY harmless:

i) from and against any and all costs of operation, maintenance, repair, replacement, management and regulation of the portions of the PROJECT which the DISTRICT has undertaken to operate, maintain, repair and replace; and,

ii) from and against any and all claims, demands, causes of action, costs and expenses, including without limitation court costs and attorneys fees, for personal injuries or property damages in whole or in part arising out of:

(1) the operation, maintenance, repair, replacement, management and regulation of the portions of the PROJECT which the DISTRICT has undertaken to operate, maintain, repair and replace; or,

(2) the use by members of the public of the portions of the PROJECT which the DISTRICT has undertaken to operate, maintain, repair and replace; or,

(3) negligence or other actions or inactions of the DISTRICT, its employees, officers, contractors and agents in the operation, maintenance, repair, replacement, management or regulation of the portions of the PROJECT which the DISTRICT



has undertaken to operate, maintain, repair and replace (except as may be caused solely by the negligence of the COUNTY or its employees, officers, contractors or agents).

14) ASSIGNMENT. The COUNTY may not assign any of its rights or duties expressed in this AGREEMENT in whole or in part to any person without the prior written consent of the DISTRICT.

15) APPROVALS BY COUNTY and DISTRICT. Except as otherwise expressly stated in this AGREEMENT, (a) where this AGREEMENT speaks of approval and consent by the COUNTY such approval is understood to be manifested by the determination and action of the COUNTY BOARD or its designated representative, and (b) where this AGREEMENT speaks of approval and consent by the DISTRICT such approval is understood to be manifested by the determination and action of the General Manager of the DISTRICT or his designated representative.

16) EFFECTIVE DATE. This AGREEMENT shall be in force and effect from and after its execution by the parties hereto.

17) TERM. This AGREEMENT shall have permanent duration.

18) NON-DISCRIMINATION. The parties shall not, in the performance of this AGREEMENT, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, disability, color, sex, age, political or religious opinions, affiliations or national origin.

19) APPLICABLE LAW. Each party to this AGREEMENT shall follow all applicable federal and state statutes and regulations in carrying out the faithful performance and terms of this AGREEMENT. Each party hereto shall, whenever applicable, require performance under the Fair Labor- Standards Act.

20) CAPTIONS. Captions used in this AGREEMENT are for convenience and not for use in the construction of this AGREEMENT.

**IN WITNESS WHEREOF**, the parties have executed this AGREEMENT on the dates hereinafter indicated pursuant to authorizing resolutions duly adopted at regular meetings of their governing bodies.

Executed by the COUNTY OF DAKOTA, NEBRASKA, as of this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

**THE COUNTY OF DAKOTA, NEBRASKA**

By \_\_\_\_\_  
**CHAIRPERSON  
BOARD OF COMMISSIONERS**

ATTEST:

\_\_\_\_\_  
**COUNTY CLERK**

Executed by the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT**, as of this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

**PAPIO-MISSOURI RIVER NATURAL  
RESOURCES DISTRICT**

By \_\_\_\_\_  
**GENERAL MANAGER**



# EXHIBIT A

- Legend**
- Hiking/Biking Trail
  - Equestrian Trail
  - Mountain Bike Course
  - Paved Road



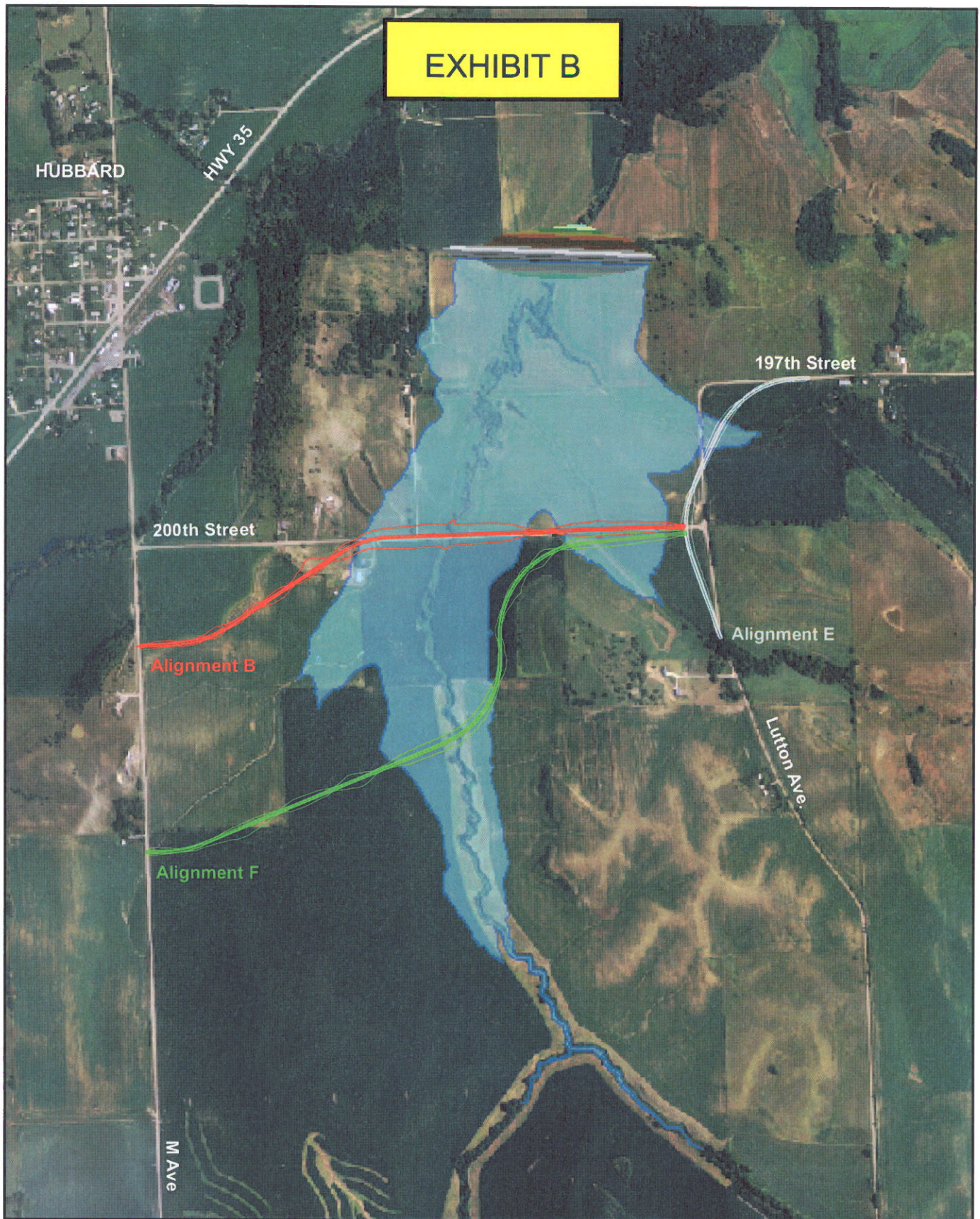
PROJECT: 2004-0219  
 DRAWN BY: JMF  
 DATE: DECEMBER 2004

## PRELIMINARY SITE 15 MASTER PLAN

FIGURE 11



## EXHIBIT B



PROJECT: 2004-0611

DRAWN BY: JMF

DATE: NOVEMBER 2005

### PRELIMINARY JONES CREEK SITE 15 COUNTY ROAD REALIGNMENT OPTIONS

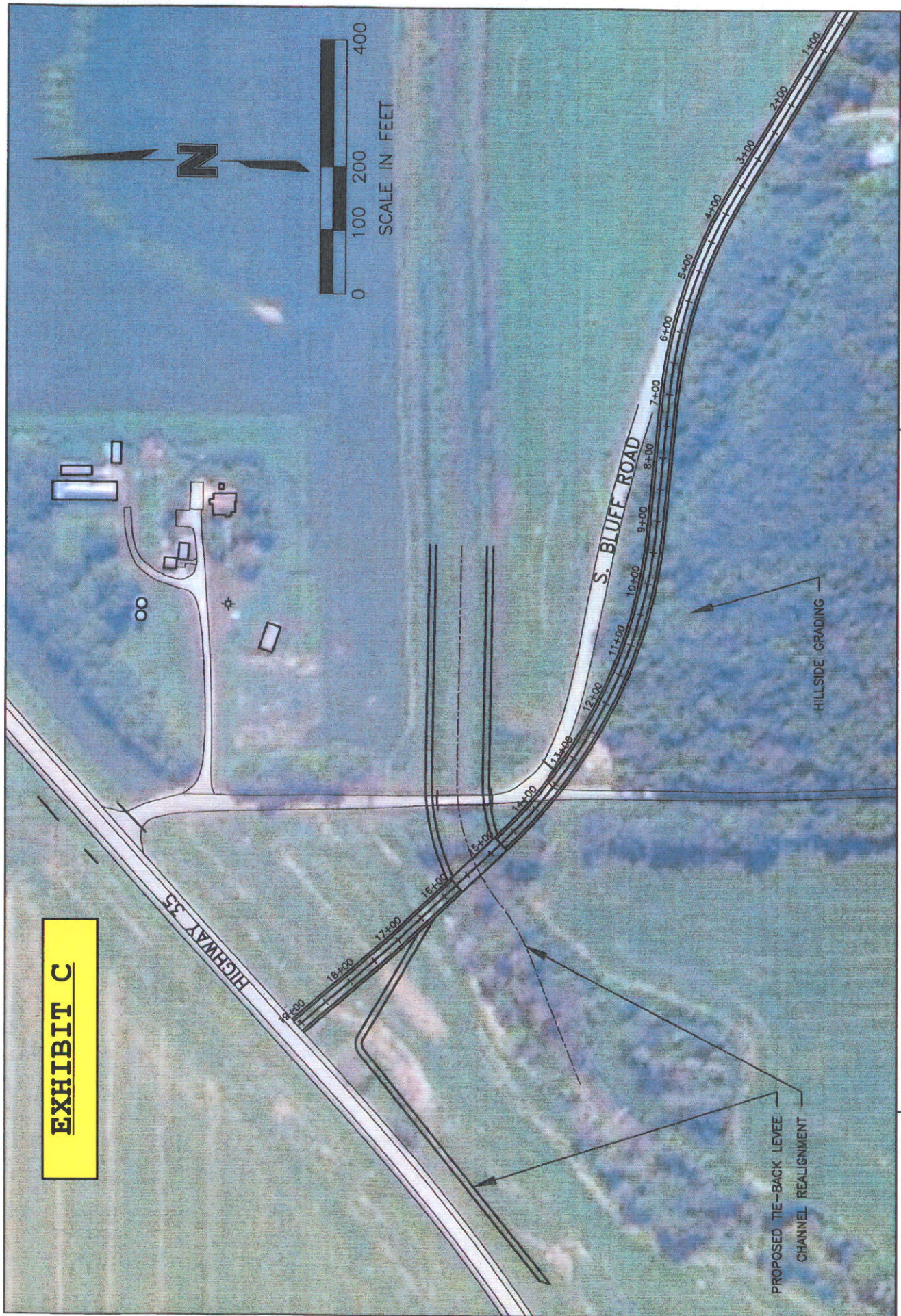


FIGURE

F-2



# EXHIBIT C



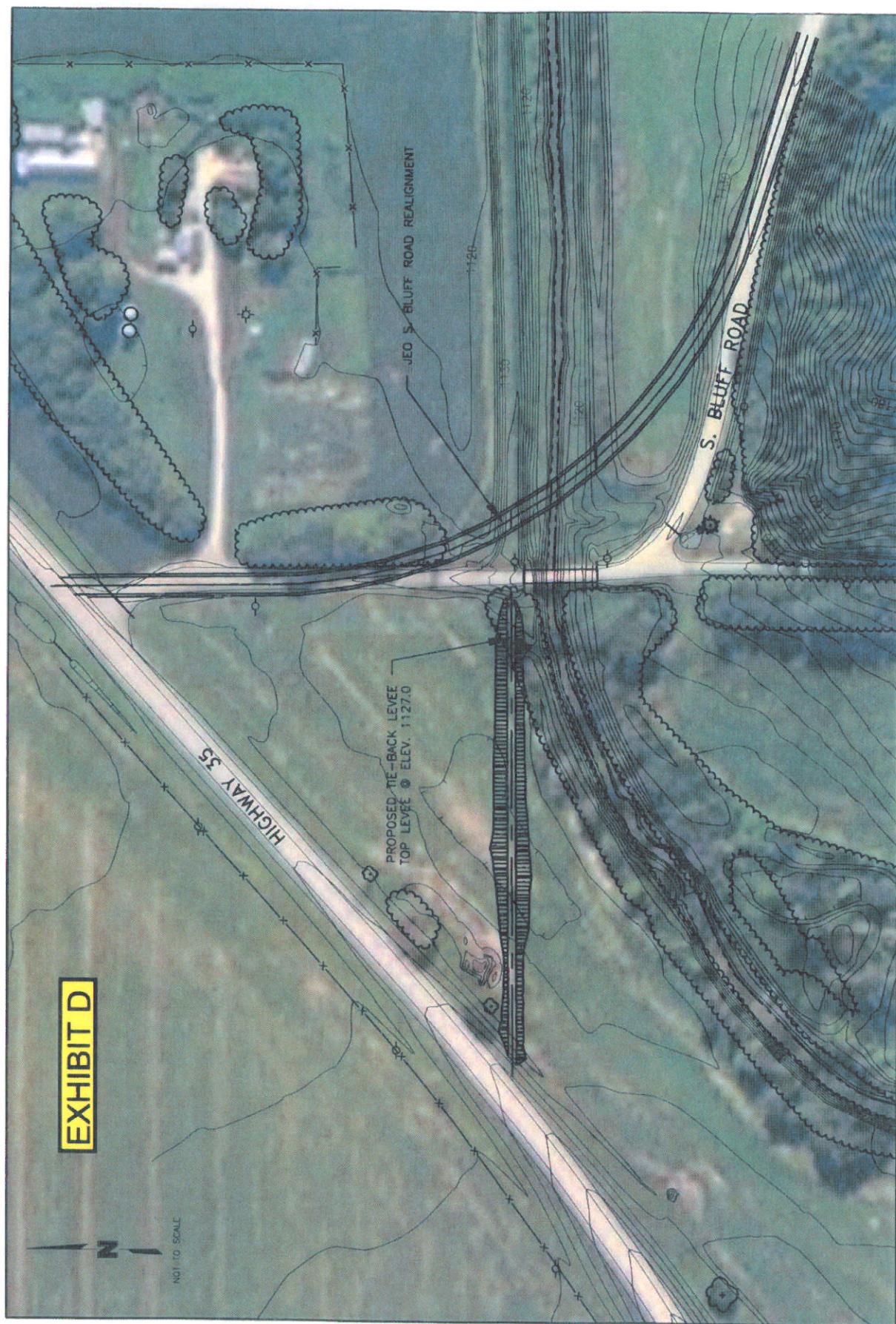
PROJECT: 2005-0611  
 DRAWN BY: JMF  
 DATE: 11/30/2005

## POTENTIAL SOUTH BLUFF ROAD & LEVEE ENTRANCE REALIGNMENT

**OLSSON ASSOCIATES**  
 ENGINEERS - PLANNERS - SCIENTISTS - SURVEYORS  
 230 S. 72ND ST. - OMAHA, NEBRASKA 68124  
 PH: 402-341-1111 - FAX: 402-341-0080

FIGURE  
**F-1**





**EXHIBIT D**

NOT TO SCALE

PROJECT: 2005-0611		 <b>OLSSON ASSOCIATES</b> ENGINEERS - PLANNERS - SCIENTISTS - SURVEYORS 2700 E. 7200 ST. ANCHORAGE, ALASKA 99504 PH: 409-341-1118 - FAX 409-341-1085	FIGURE
DRAWN BY: JMF			F-1
DATE: 11/14/2005			
PIGEON CREEK LEVEE ENTRANCE TIE-BACK CONCEPT			

#### 14. Estimated Project Costs

Order of magnitude costs for the Site 15 project are presented in Table P-1. The costs are based on the preliminary designs utilizing unit costs from the recently constructed Pigeon/Jones Creek Site 3 just west of Hubbard and other similar projects.

**Table P-1 – Preliminary Opinion of Probable Site 15 Project Costs**

PROJECT FEASIBILITY STUDIES	\$250,000
EMBANKMENT CONSTRUCTION COSTS	\$1,042,000
COUNTY ROAD/SEDIMENT BASIN COSTS	\$718,000
IN-LAKE FISHERIES ENHANCEMENT COSTS	\$257,000
RECREATION FACILITY COSTS	\$2,208,000
20% CONSTRUCTION CONTINGENCIES	\$845,000
<b>TOTAL OPINION OF CONSTRUCTION COST</b>	<b>\$5,070,000</b>
DESIGN & CONSTRUCTION ADMINISTRATION	\$749,000
LAND RIGHTS	\$894,000
FARMSTEAD RELOCATIONS	\$300,000
LAND APPRAISALS	\$60,000
<b>TOTAL OPINION OF LAND RIGHTS COST</b>	<b>\$1,254,000</b>
<b>TOTAL OPINION OF PROJECT COST</b>	<b>\$7,073,000</b>
ANNUAL OPERATION, MAINTENANCE, AND REPAIR	\$113,000

#### 15. Estimated Project Benefits

This project is expected to generate flood reduction, sedimentation reduction and recreation benefits. The preliminary components of the recreation master plan generate approximately \$430,000 in annual benefits under the current NRDF Guidelines. Flood and sediment reduction benefits are expected to be on the order of \$70,000 based on preliminary investigations. Wetland banking opportunities will also be investigated and may increase project benefits.



# MEMORANDUM

TO: Programs, Projects and Operations Subcommittee

FROM: Martin P. Cleveland, Construction Engineer

SUBJECT: Papillion Creek Bank Stabilization Project Bids (Project 529 I)

DATE: February 27, 2006

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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 one location between Center Street and Grover Street (Omaha, NE), Big Papio Creek at one location between "L" and "F" Street and West Branch Papillion Creek at four locations between 48<sup>th</sup> Street and 149<sup>th</sup> Street (Papillion, NE). The work includes the furnishing of the labor, materials, equipment, tools and incidentals necessary to install approximately 7,650 tons of rock rip-rap bank protection along approximately 2,190 linear feet of creek bank. The contract provides for 48 working days to complete the project and in a typical weather year this would result in a June 30, 2006 completion deadline.

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

SITE	EST. TONS	UNIT PRICE	TOTAL COST
A	2,100	\$21.05/Ton	\$44,205
B	2,100	\$21.05/Ton	\$44,205
C1	1,350	\$21.00/Ton	\$28,350
C2	600	\$22.05/Ton	\$13,230
D1	900	\$21.50/Ton	\$19,350
D2	600	\$21.50/Ton	\$12,910
TOTALS	7,650		\$162,240

Based on the estimated total rip-rap quantity of 7,650 tons the total project cost (total base bid) would be \$162,240. The Engineer's estimate for total project cost is \$207,00.00

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 2, 2006 remaining funds in these accounts were \$56,087 + \$70,621 + \$152,798 + \$196,648 = \$476,154.

**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 bank stabilization work at six (6) sites on the Little, Big and West Branch Papillion Creeks with Midwest Dumpers Inc., for their total base bid of \$162,240.**



## Summary of Bid Proposals

Project: Papillion Creek Bank Stabilization Project  
Opening Date: February 22, 2006

NRD Project No. 529I  
Opening Time: 2:00 p.m.

Bidder Name:

1                      2                      3                      4                      5

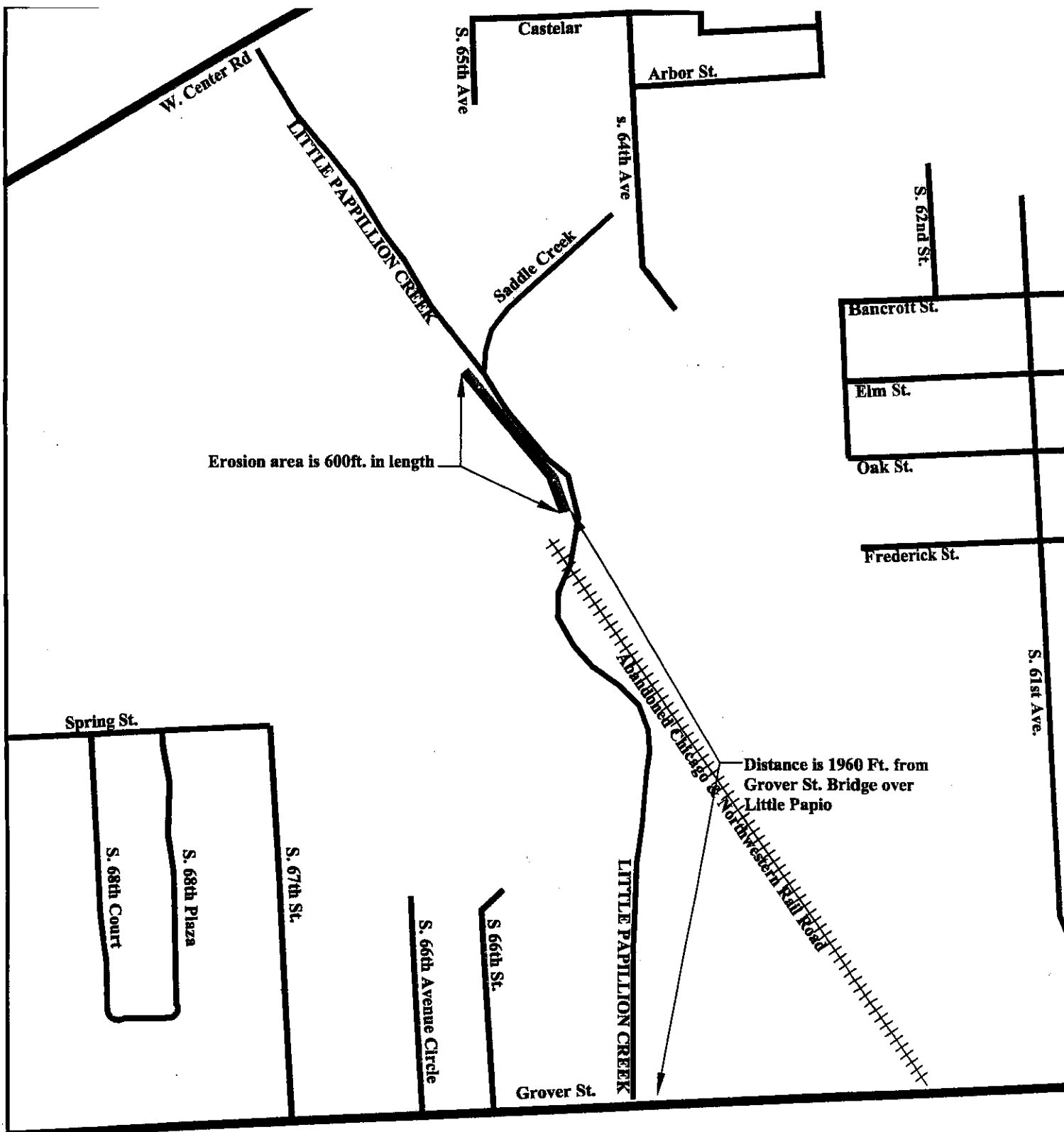
	Anderson Excavating Co.	Sudbeck Construction	Midwest Dumpers, Inc.	Nelson & Rock Contracting Inc.	
1. Site A – Riprap (2,100 Tons) Unit Price Bid (\$/Ton)	69.80	25.10	21.05	28.50	
2. Site B (2,100Tons) (\$/Ton)	69.80	25.10	21.05	28.75	
3. Site C1 - Riprap (1,350 Tons) Unit Price Bid (\$/Ton)	69.80	24.20	21.00	28.25	
4. Site C2 – (600Tons) Unit Price Bid (\$/Ton)	69.80	24.15	22.05	28.25	
5. Site D1 – (900 Tons) (\$/Ton)	69.80	25.20	21.50	29.25	
6. Site D2 – (600 Tons) (\$/Ton)	69.80	25.20	21.50	29.25	
7. <b>Total Base Bid</b> (1 thru 6) for 7,650 tons (\$)	533,970.00	190,380.00	162,240.00*	218,587.50**	

Bid Bond (5%)	Yes	(yes) \$9,519 cashier's check	Yes	Yes
Rock Supplier	Martin Marietta	Ft. Calhoun Stone	Ft. Calhoun Stone	Not Given

\*Apparent Low Bidder is Midwest Dumpers Inc.

\*\* Bid math error – actual total = \$219,187.50

Engineer's Estimate: \$207,000.00



Legal Description  
NE1/4 OF SEC. 36, T15N, R12E  
Douglas County, NE



PAPIO-MISSOURI RIVER  
NATURAL  
RESOURCES  
DISTRICT



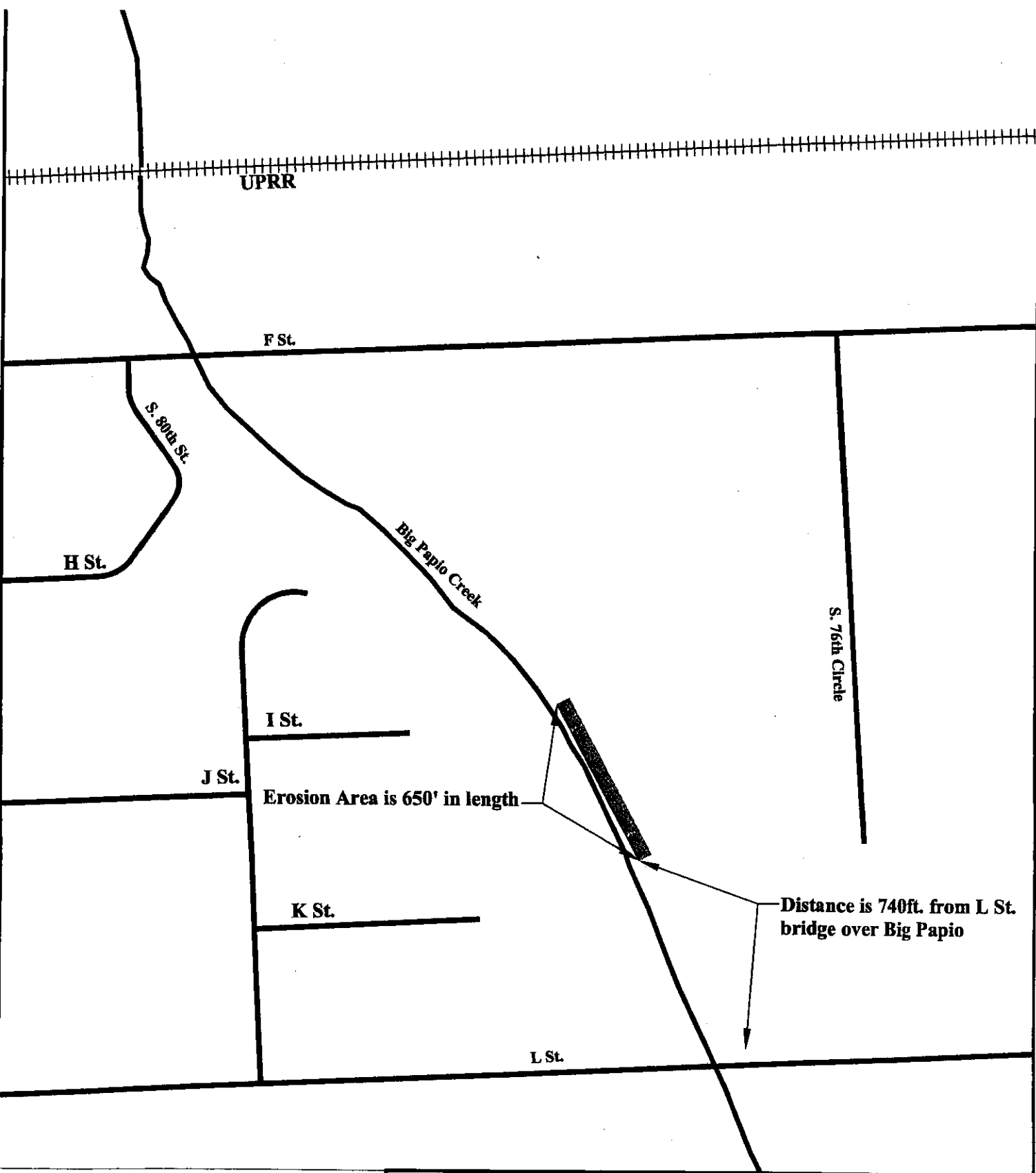
8901 S. 154th St.  
Omaha, NE 68138-3621

# TITLE

LITTLE PAPIO CREEK  
BANK STABILIZATION PROJECT  
W. CENTER to GROVER ST.  
Location Map  
AREA A

NO SCALE

Date: 1/13/06



Legal Description  
N 1/2 OF SEC. 2, T14N, R12E  
Douglas County, NE



**PAPIO-MISSOURI RIVER**



**NATURAL  
RESOURCES  
DISTRICT**

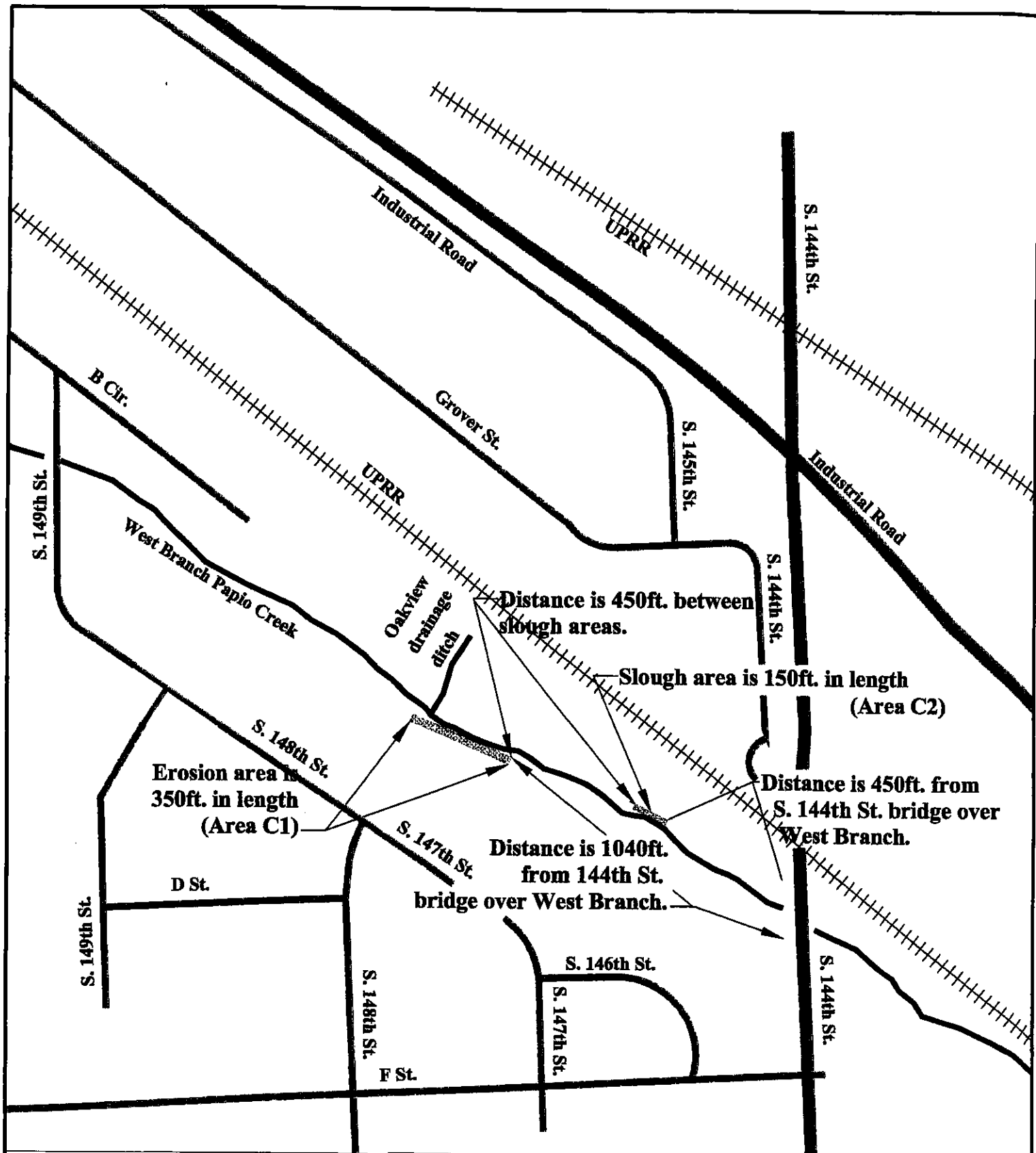
8901 S. 154th St.  
Omaha, NE 68138-3621

**TITLE**

**BIG PAPIO CREEK  
BANK STABILIZATION PROJECT  
F St. to L St.  
Location Map  
AREA B**

**NO SCALE**

**Date: 1/13/06**



Legal Description  
SE1/4 OF SEC. 35, T15N, R11E  
Douglas County, NE



**PAPIO-MISSOURI RIVER**



**NATURAL  
RESOURCES  
DISTRICT**

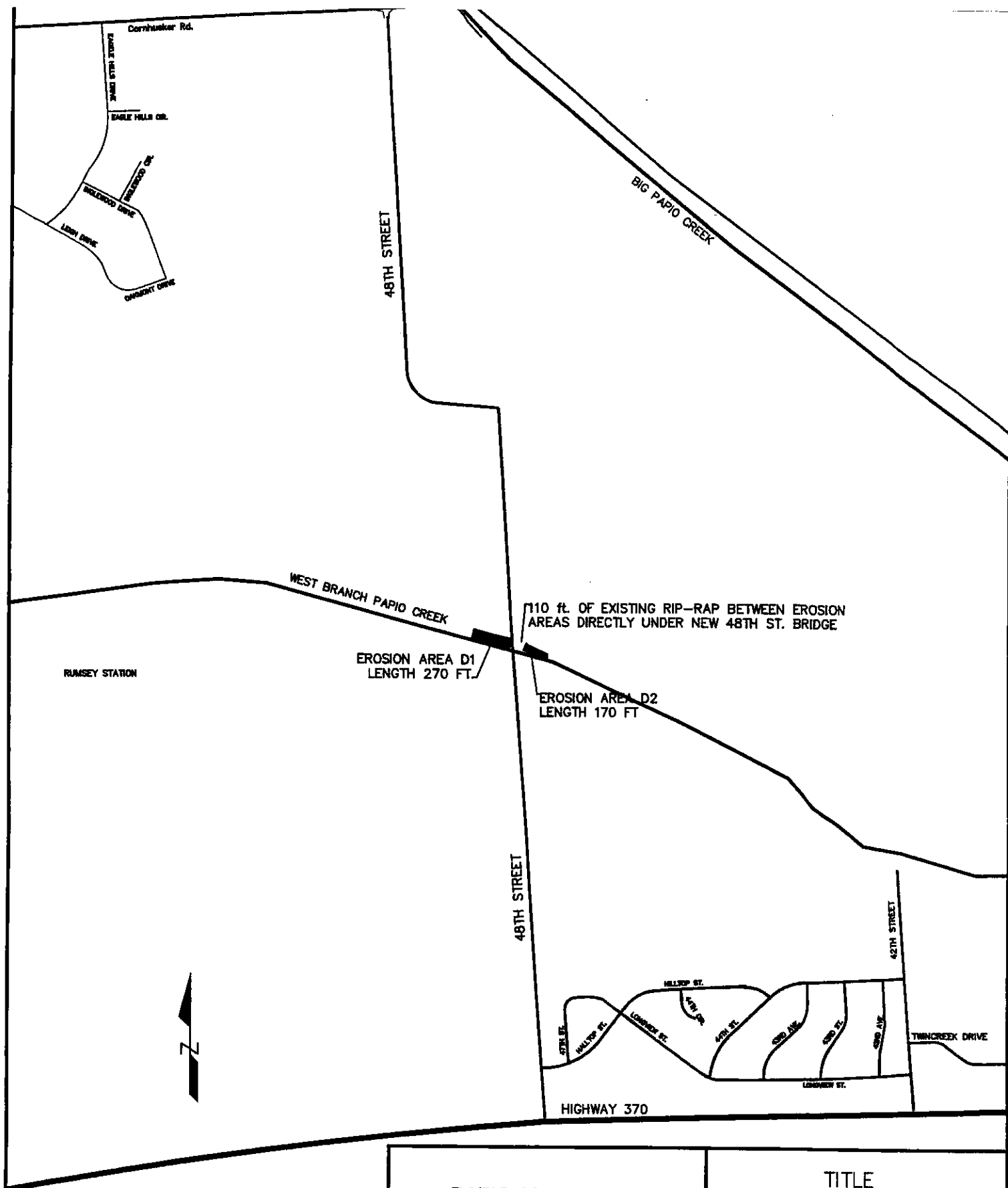
8901 S. 154th St.  
Omaha, NE 68138-3621

**TITLE**

WEST BRANCH PAPIO CREEK  
BANK STABILIZATION PROJECT  
S. 149th St. to S. 144th St.  
Location Map  
AREA C1 and C2

**NO SCALE**

**Date: 1/13/06**



Legal Description:  
SW 1/4 OF SEC. 29, T14N, R13E  
Sarpy County, NE

PAPIO-MISSOURI RIVER



NATURAL  
RESOURCES  
DISTRICT

8901 S. 154th St.  
Omaha, NE 68138-3621

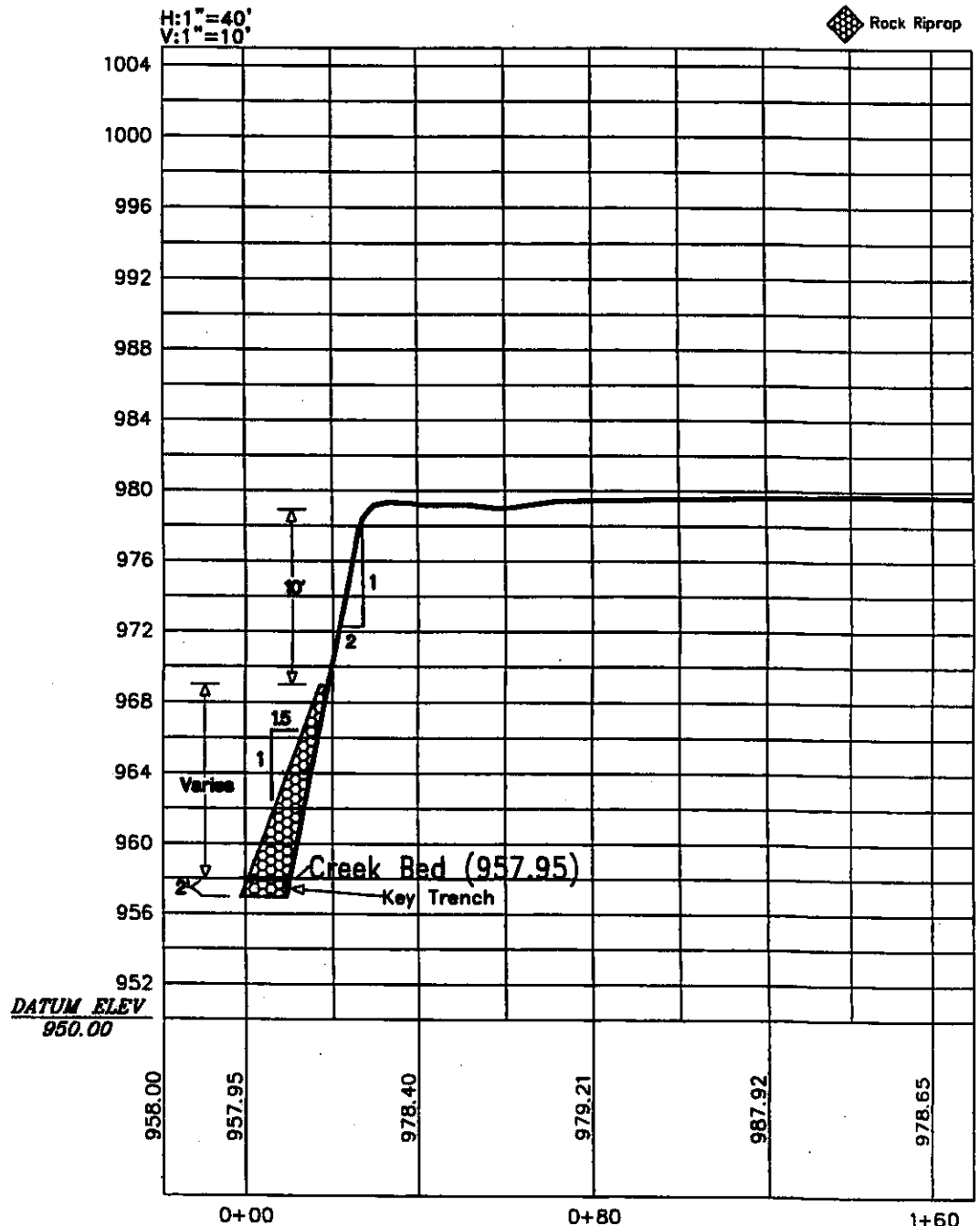
TITLE

WEST BRANCH PAPIO CREEK  
BANK STABILIZATION PROJECT  
48th Street Area  
Location Map  
Area D1 & D2

NO SCALE

DATE: 1/24/06

# PAPILLION CREEK BANK STABILIZATION PROJECT Typical Cross-Section- Site A Partial Height Protection (Looking Upstream)



# PAPILLION CREEK

## BANK STABILIZATION PROJECT

### Typical Cross-Section- Sites B, C12, C2, D1, & D2

#### Full Height Protection (Looking Upstream)

