### Programs, Projects, and Operations Subcommittees Meeting Minutes May 6,2003

A meeting of the Papio-Missouri River Natural Resources District's Programs, Projects, and Operations Subcommittee was held at the Natural Resources Center, 8901 South 154<sup>th</sup> Street, Omaha, Nebraska, on May **6**, 2003. The meeting was called to order by Chairperson John Conley at 7:30 p.m.

**<u>OUORUM CALL</u>**: Quorum call was taken. The following subcommittee members were in attendance.

Subcommittee	Subcommittee	Other Directors	
Members Present	Members Absent	Present	Others in Attendance
John Conley	Rich Jansen	Fred Conley	Don Doty, NRCS
Tim Fowler		Melissa Gardner	Chuck Leinen. NRCS
Joe Neary		Barb Nichols	Marvin Brown, NRCS
Dick Connealy *			Kevin Strehle, CDG
Rich Tesar			Rodney Verhoeff, LPRCA
			Laurie Carrette-Zook
			Tom Tobin
			Paul Peters
			Marlin Petermann
			Martin Cleveland
			Paul Woodward
			Ron Lehman
			Bill Warren
			Jean Tait
			Trent Heiser
			Randy Lee
			Tom Pleiss
			Jerry Herbster
			Bernie Taylor
			Penny Zobel
			Gerry Bowen

alternate member

### ADOPTION OF AGENDA

### **★** It was moved by Connealy, seconded by Tesar that agenda be adopted.

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

Voting Yea:J. Conley, Fowler, Neary, Tesar, ConnealyVoting Nay:noneAbstaining:noneAbsent:Jansen

**PROOF OF PUBLICATION:** Public notice of the meeting was posted at all District offices and published in the Omaha World-Herald on May 1,2003.

### MEMORANDUMS OF UNDERSTANDING WITH NRCS FOR WATERSHED REHABILITATION ASSISTANCE ON PAPIO PL 566 STRUCUTRES S-27, S-31 AND S-32:

Martin Cleveland noted that Papillion Creek Structures S-27, S-31, and S-32 (see attached memo) are all located in Sarpy County in Bellevue's zoning jurisdiction. The structures were designed under the least hazardous classification (low hazard) in the early 1970's, since downstream areas were predominantly agricultural in nature. The dams were built in 1974-75. Development is now occurring downstream in the area which could be affected if the structures breach (fail). He noted that the NRCS has a program recently funded by Congress to study these structures and possibly reconstruct them to a high hazard classification, which would reduce the likelihood of failure under extreme rainfall conditions.

Marvin Brown with NRCS gave a power point presentation which described the Watershed Rehabilitation Program, an amendment to PL 566 that was designed to upgrade small watershed structures and extend their useful life. He noted that the program calls for 65% federal/35% local or state cost share on any rehabilitation work that is found eligible. A preliminary schedule showed that construction is not likely to occur until 2005.

It was proposed that the District enter into Memorandums of Understanding with NRCS to plan the rehabilitation of these structures. A follow-up Project Agreement will be brought to the Board for consideration prior to any construction.

\* It was moved by Connealy, and seconded by Neary, that the Subcommittee recommend to the Board that the General Manager be authorized to execute Memorandums of Understanding with the Natural Resources Conservation Service under the Watershed Rehabilitation Program providing for studies of Dam Site S-27, S-31 and S-32, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Counsel.

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

Voting Yea:J. Conley, Fowler, Neary, Tesar, ConnealyVoting Nay:noneAbstaining:noneAbsent:Jansen

### **REQUEST FROM CITY OF TEKAMAH FOR FLOOD MAPPING ASSISTANCE:**

Paul Woodward noted that the City of Tekamah's Flood Insurance Rate Map was adopted in 1981 and did not reflect current hydrology or conditions in the watershed (see attached memos). The City has requested financial and technical assistance from the District to conduct a new hydrologic study and update the floodplain maps. The District does not currently have a cost share program to specifically address this request.

It was proposed that the staff prepare a new program/policy to assist communities with flood mitigation planning and floodplain mapping.

It was moved by Connealy, and seconded by Fowler, that the Subcommittee recommend to the Board that staff be directed to prepare a draft policy for a Flood Mitigation and Mapping Assistance Program, to include technical and financial assistance for planning and floodplain mapping, for consideration at the June Subcommittee meetings.

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

Voting Yea:J. Conley, Fowler, Neary, ConnealyVoting Nay:noneAbstaining:noneAbsent:Tesar. Jansen

### EASTSIDE DRAINAGEWAY PROJECT INTERLOCAL AGREEMENT WITH FORT CALHOUN

Bowen noted that the City of Fort Calhoun (see attached memo) was approved for cost share assistance for the Eastside Drainageway Project under the District's Urban Drainageway Program in 1999. At that time, the District cost shared on the design of the project. In the interim, the right-of-way was acquired for the project and it is now under construction. The total cost of the project is \$392,160, making the District's share \$265,296. Of this amount, \$30,000 was paid in FY 99, leaving a balance of \$235,296. It is proposed that the District pay its cost share over two fiscal years. The first \$100,000 is included in the current budget and it is proposed that the remainder be included in the FY 04 budget.

The attached interlocal agreement formalizes this arrangement. It was noted that Fort Calhoun has already approved the agreement.

It was moved by Neary, and seconded by Connealy, that the Subcommittee recommend to the Board that the General Manager be authorized to execute an interlocal agreement with the City of Fort Calhoun for the Eastside Drainageway Project, providing for a District cost share in the amount of \$253,296, and that the City be responsible for future operation and maintenance of the project.

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

Voting Yea:J. Conley, Fowler, Neary, ConnealyVoting Nay:noneAbstaining:TesarAbsent:Jensen

### BIDS FOR WALNUT CREEK RECREATION AREA SHELTERS:

Randy Lee noted that bids had been received for three shelters at Walnut Creek Recreation Area (see attached memo). The lowest of six bids was from Pospichal Construction in the amount of

\$98,600.00. A letter was received from Ciaccio Dennell Group recommending approval of this bid.

 It was moved by Neary, and seconded by Tesar, that the Subcommittee recommend to the Board that the low bid submitted by Pospichal Construction for \$98,600 for the Walnut Creek Recreation Area shelters be accepted, and that the General Manager be authorized to execute a construction contract for the project.

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

Voting Yea:J. Conley, Fowler, Neary, Tesar, ConnealyVoting Nay:noneAbstaining:noneAbsent:Jansen

### EQUIPMENT PURCHASES/REPLACEMENTS FOR FY 2004

Jean Tait gave a power point presentation summarizing management's recommendations (see attached memo) for new and replacement equipment for FY 2004.

✤ It was moved by Connealy, and seconded by Fowler, that the Subcommittee recommend to the Board that the FY 2004 equipment requirements be approved, as presented to the Subcommittee, subject to FY 2004 funding.

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

Voting Yea:J. Conley, Fowler, Neary, Tesar, ConnealyVoting Nay:noneAbstaining:noneAbsent:Jansen

ADJOURNMENT: Being no further business, the meeting adjourned by acclamation at 8:52 p.m.

/pt/com/ppo/may min

### MEMORANDUM TO PROGRAMS, PROJECTS AND OPERATIONS SUBCOMMITTEE:

- SUBJECT: Papio Creek Watershed PL 566 Structures #S-27, S-31 and S-32 Rehabilitation Assistance
- **DATE:** April 24,2003
- **BY:** Martin P. Cleveland, P.E. Construction Engineer

Approximately two 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 range in age from 1969 to 1997. The *NRCS* has identified 3 District dams (S-27, S-31 and S-32) that are eligible for the rehabilitation funding, primarily as the result of the proximity of residential units downstream of these dams and potential damage to structures and human life if the darns would fail (breach). The referenced three dams are shown on attached map and are located southeast of 36<sup>th</sup> and Hwy. 370 near Bellevue. Some information about these dams is as follows:

- S-27: Conservation pool size=1.55 acres Conservation pool storage=1.8 acre-ft. Dam height=50 ft.; Dam length=400 ft. Location: Section 8, T13N, R13E, Sarpy County Principal Spillway: 42" Metal Pipe Date Built: 1974
- S-31: Conservation pool size=8.71 acres Conservation pool storage=57.1 acre-ft. Dam height=44 ft.; Dam length=650 ft. Location: Section 8, T13N, R13E, Sarpy County Principal Spillway: 30" Metal Pipe Date Built: 1975
- S-32: Conservation pool size=5.34 acres Conservation pool storage=9.5 acre-ft. Dam height=47 ft.; Dam length=500 ft. Location: Section 6, T13N, R13E, Sarpy County Principal Spillway: 36" Metal Pipe Date Built: 1974

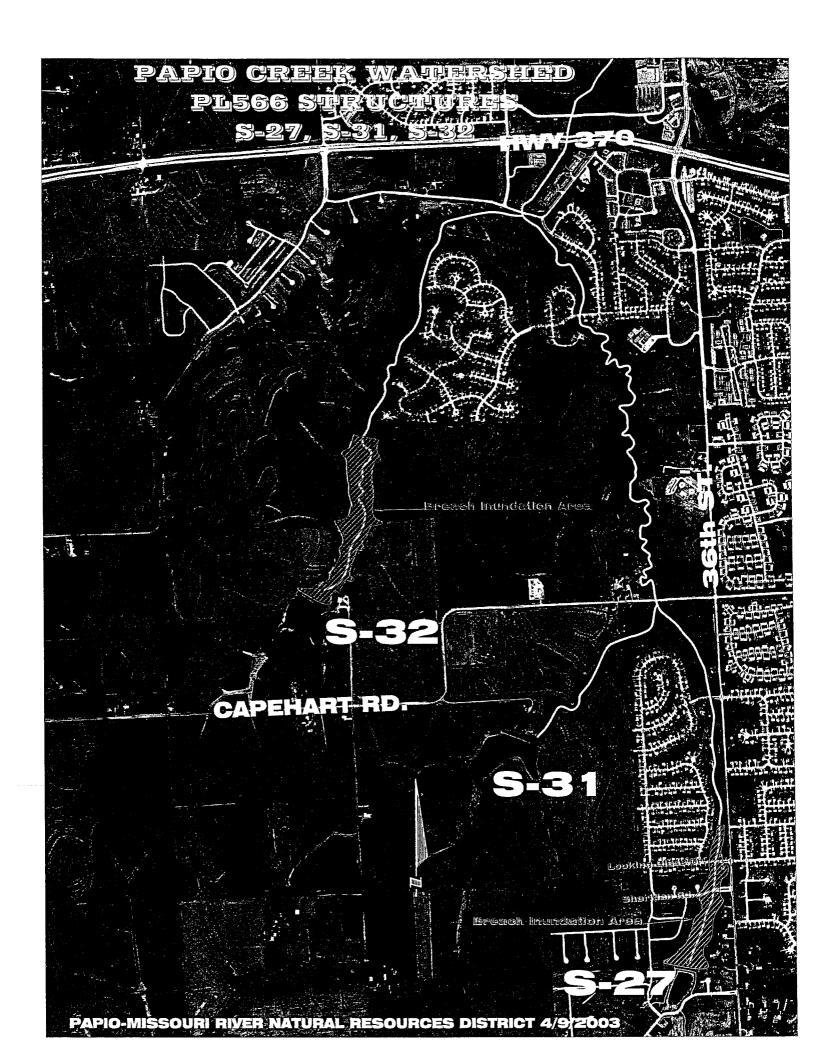
Attached is a proposed Memorandum of Understanding (MOU) between the *NRCS* and the NRD for each site. The MOU outlines the cost share split for design, land rights and construction. Federal funding for the project will be up to 65 percent of the total costs of the rehabilitation project, but will not exceed 100 percent of the actual construction costs incurred in the rehabilitation. NRD would be responsible for all land rights and permits. At this stage of the project the rehabilitation costs have not been estimated, 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 emergency 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.

Attached is an article about rehabilitation assistance program, as it is underway in the Lower Platte South NRD. Also attached is the draft schedule for P-MRNRD sites. There is considerable opportunity for landowner(s) and public input throughout the design/planning.

Management recommends that the Subcommitteerecommend to the Board to authorize the General Manager to execute Memorandums of Understanding for **Dem** Sites S-27, S-31 and S-32, subject to changes deemed necessary by the General Manager and approved as to form by Legal Counsel.

Attachment

PL56671 File: 502





http://www.ne.nrcs.usda.gov/

April 24, 2003

Papio – Missouri River Natural Resource District 8901 South 154<sup>th</sup> Street, Suite 4 Omaha, NE 68138-3621

Dear P-MR NRD Directors:

The USDA Natural Resources Conservation Service (NRCS) has assisted local watershed sponsors with installing over 900 flood control dams over the past 50 years. Nebraska's Natural Resource Districts are the local sponsors that have operation and maintenance responsibilities for these structures. Many of these dams are now approaching their designed service life, but they are still very much needed to control flooding and in some cases provide valuable recreational opportunities.

NRCS is administering a new program, called the Watershed Rehabilitation Program, to help sponsors restore and renovate these structures to allow for another 50-100 years of protection. As this program was developing over the past three years, we toured sites S-27, S-31, and 5-32 in the Papio-Missouri River NRD several times.

Nebraska NRCS has now received funding through the Watershed Rehabilitation Program to complete a planning study on these sites to determine what actions need to be taken to assist you in continued safe operation of these structure sites. I have included the following information:

- Memorandum of Understandings for S-27, S-31, and S-32 for your consideration, and approval;
- A DRAFT Planned Schedule of Activities for the completion of a review of S-27, 5-31, and S-32; and
- A Watershed Rehabilitation Budget for FY2003, showing proposed funding for the Rehabilitation Study of these three sites, plus additional funds to complete an Environmental Assessment on other Papillion Creek Watershed structures in order to address near future site change concerns.

The Watershed Rehabilitation Program gives the NRCS the opportunity to carry on needed follow-up assistance with the local sponsor, to address serious operation issues such as structural features, safety hazards, structure functions, and to help with the funding for planning, design and construction of necessary treatment.

We look forward to the opportunity for working closely with the Papio-Missouri NRD Board and your professional staff on these projects.

Sincerely,

STEPHEN K. CHICK State Conservationist

Enclosures cc: Marvin Brown, SRC, NRCS, Lincoln SO Don Thober, ASTC/P, NRCS, Lincoln SO

The Natural Resources Conservation Service provides leadership in a partnership effort to help people conserve, maintain, and improve our natural resources and environment.

### MEMORANDUM OF UNDERSTANDING (MOU) Between the NATURAL RESOURCES CONSERVATION SERVICE (NRCS) UNITED STATES DEPARTMENT OF AGRICULTURE (USDA) and THE PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT Sponsor for Papillion Creek, Darn No. S-27

This MOU is between the USDA, NRCS, and the Papio-Missouri River Natural Resources District, Sponsoring Local Organization for this project, hereinafter referred to as Sponsor.

### AUTHORITIES, STATUTES, LAWS

The authority of NRCS to enter into this MOU is Section 14 of The Watershed Protection and Flood Prevention Act, 16 U.S.C. 1012, as added by Section 313 of Public Law 106-472. This section authorizes NRCS to provide technical assistance (TA) and financial assistance (FA) to local project Sponsors for rehabilitation of aging dams constructed under the Watershed Protection and Flood Prevention Act (Public Law 83-566), the Flood Control Act of 1944 (Public Law 78-534), the Pilot Watershed Program, and the Resource Conservation and Development (RC&D) Program.

### **STATEMENT OF PURPOSE**

Previously the NRCS provided TA and/or FA to the Sponsor for works of improvement known as dam no. S-27 in the Papio Creek Project. This project was originally authorized and installed under the Watershed Protection and Flood Prevention Act. NRCS has determined that this dam is eligible for rehabilitation under the authorities cited above.

According to the project plan and Operation and Maintenance (O&M) agreement for this project, the Sponsor is responsible for the O&M of this dam to assure it will function as designed and constructed. The Sponsor has an interest in extending the service life of the dam and meeting applicable safety and performance standards. The Sponsor recognizes that the process of rehabilitating a dam takes significant advance preparation, and would like to initiate work on specific areas of planning and design of a rehabilitation project.

NRCS has the authority to assist the Sponsor with rehabilitation of the dam identified above. Planning and design work will be done with NRCS funding and will not be considered a portion of the total cost for cost share purposes. Although, NRCS resources cannot be committed to this project at this time. However, NRCS concurs with the Sponsor initiating work on specific areas of planning and design of the rehabilitation project.

Federal funds for a particular rehabilitation project will be equal 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. Also, the Sponsor will be responsible for acquisition of

all land rights and permits. The value of non-Federal in-kind contributions can be credited to the Sponsor's *35* percent share of the total cost of the rehabilitation project.

### <u>GOAL</u>

The primary goal of this MOU is to establish a framework under which the Sponsor may proceed with work on specific aspects of the proposed rehabilitation project.

This MOU establishes a basis for cooperation between the parties to define acceptable inkind contributions for this project. Therefore, the parties pledge to work together with the mutual goal of rehabilitation of this project within the current limits of their respective authorities and available funding.

### **SCOPE OF MOU**

The Sponsor may provide all or a portion of the Sponsor's 35 percent share of the total cost of the rehabilitation project by providing an in-kind contribution of services and land rights acquisition. NRCS and Sponsor agree that the following services and in-kind contributions will be considered for credit to the Sponsor's share of the total rehabilitation cost of this project:

• Land rights acquisition

To be determined in planning process

• Land Surveys"

- To be determined in planning process
- Staff time & costs for information gathering NRCS and NRD will develop estimate
- Staff time & costs for public notification NRCS and NRD will develop estimate

\*Land surveys done by and costs incurred by Nebraska Department of Natural Resources. This cost is considered part of the local 35% cost share.

The Sponsor shall provide NRCS with documentation of the actual costs incurred for the services and land rights acquisition for determination of final credit values.

### **LIMITATIONS**

- The in-kind credit values shown above will be the maximum to be considered for the above stated services and land rights (unless later amended and agreed to by both parties).
- The technical quality of the services provided must be concurred in by NRCS prior to inkind credit being given.
- Only services and land rights acquisition provided by the Sponsor after November 9, 2000 (date of enactment of PL-106-472) will be credited.
- The value of in-kind credit values will be determined as set forth in the NRCS National Contract Grants and Agreements Manual, Sections *5* 10.64 through *5* 10.67.
- The in-kind credit values will not exceed 35 percent of the total costs of the rehabilitation project described above. The Sponsor will receive no cash reimbursement or credit for in-kind contributions that exceed this amount.
- No credit for in-kind contributions will be given for Sponsor's actions normally needed for carrying out their previously assigned responsibilities for this project.
- This MOU is not a fund-obligating document.
- There is no guarantee that funds will be appropriated by Congress for the dam rehabilitation project described in this MOU.
- There is no guarantee that, if funds are appropriated by Congress, the dam rehabilitation project described in this MOU will receive priority for completion by NRCS.
- There is no guarantee that, if the dam rehabilitation project described in this MOU is selected as a NRCS priority rehabilitation project, the alternatives currently considered by the Sponsor will be the NRCS recommended or the final alternative selected by the Sponsor.
- Determination of the final amounts to be credited shall be at the sole discretion of NRCS.
- All actions taken and costs incurred by the Sponsor <u>prior to the time of approval of the</u> <u>rehabilitation plan</u> will be entirely at its own risk. There is no guarantee, implied or otherwise, that any services or land rights provided by the sponsor will be credited as an in-kind contribution.

### **CIVIL RIGHTS**

The parties will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-259) and other nondiscrimination statutes, namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, and in accordance with regulations of the Secretary of Agriculture (7CFR-15, Subparts A & B) which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from USDA or any agency thereof.

### **TERMINATION**

This MOU can be modified to terminated at any time by mutual consent of both parties or can be terminated by either party giving 60 days written notice to the other party.

By:\_\_\_\_\_

Title: State Conservationist

Date: \_\_\_\_\_

**Insert name(s) of Sponsor(s)** 

By:	
Dy:	

Title:

Date:		

### MEMORANDUM OF UNDERSTANDING (MOU) Between the NATURAL RESOURCES CONSERVATION SERVICE (NRCS) UNITED STATES DEPARTMENT OF AGFUCULTURE (USDA) and THE PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT Sponsor for Papillion Creek, Dam No. S-31

This MOU is between the USDA, NRCS, and the Papio-Missouri River Natural Resources District, Sponsoring Local Organization for this project, hereinafter referred to as Sponsor.

### **AUTHORITIES, STATUTES, LAWS**

The authority of NRCS to enter into this MOU is Section 14 of The Watershed Protection and Flood Prevention Act, 16U.S.C. 1012, as added by Section 313 of Public Law 106-472. This section authorizes NRCS to provide technical assistance (TA) and financial assistance (FA) to local project Sponsors for rehabilitation of aging dams constructed under the Watershed Protection and Flood Prevention Act (Public Law 83-566), the Flood Control Act of 1944 (Public Law 78-534), the Pilot Watershed Program, and the Resource Conservation and Development (RC&D) Program.

### STATEMENT OF PURPOSE

Previously the NRCS provided TA and/or FA to the Sponsor for works of improvement known as dam no. S-31 in the Papio Creek Project. This project was originally authorized and installed under the Watershed Protection and Flood Prevention Act. NRCS has determined that this dam is eligible for rehabilitation under the authorities cited above.

According to the project plan and Operation and Maintenance (O&M) agreement for this project, the Sponsor is responsible for the O&M of this dam to assure it will function as designed and constructed. The Sponsor has an interest in extending the service life of the dam and meeting applicable safety and performance standards. The Sponsor recognizes that the process of rehabilitating a dam takes significant advance preparation, and would like to initiate work on specific areas of planning and design of a rehabilitation project.

NRCS has the authority to assist the Sponsor with rehabilitation of the dam identified above. Planning and design work will be done with NRCS funding and will not be considered a portion of the total cost for cost share purposes. Although, NRCS resources cannot be committed to this project at this time. However, NRCS concurs with the Sponsor initiating work on specific areas of planning and design of the rehabilitation project.

Federal funds for a particular rehabilitation project will be equal 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. Also, the Sponsor will be responsible for acquisition of

all land rights and permits. The value of non-Federal in-kind contributions can be credited to the Sponsor's *35* percent share of the total cost of the rehabilitation project.

### <u>GOAL</u>

The primary goal of this MOU is to establish a framework under which the Sponsor may proceed with work on specific aspects of the proposed rehabilitation project.

This MOU establishes a basis for cooperation between the parties to define acceptable inkind contributions for this project. Therefore, the parties pledge to work together with the mutual goal of rehabilitation of this project within the current limits of their respective authorities and available funding.

### **SCOPE OF MOU**

The Sponsor may provide all or a portion of the Sponsor's 35 percent share of the total cost of the rehabilitation project by providing an in-kind contribution of services and land rights acquisition. NRCS and Sponsor agree that the following services and in-kind contributions will be considered for credit to the Sponsor's share of the total rehabilitation cost of this project:

• Land rights acquisition

To be determined in planning process

• Land Surveys\*

- To be determined in planning process
- Staff time & costs for information gathering NRCS and NRD will develop estimate
- Staff time & costs for public notification NRCS and NRD will develop estimate

\*Land surveys done by and costs incurred by Nebraska Department of Natural Resources. This cost is considered part of the local *35%* cost share.

The Sponsor shall provide NRCS with documentation of the actual costs incurred for the services and land rights acquisition for determination of final credit values.

### **LIMITATIONS**

- The in-kind credit values shown above will be the maximum to be considered for the above stated services and land rights (unless later amended and agreed to by both parties).
- The technical quality of the services provided must be concurred in by NRCS prior to inkind credit being given.
- Only services and land rights acquisition provided by the Sponsor after November 9, 2000 (date of enactment of PL-106-472) will be credited.
- The value of in-kind credit values will be determined as set forth in the NRCS National Contract Grants and Agreements Manual, Sections *5* 10.64 through *5* 10.67.
- The in-kind credit values will not exceed 35 percent of the total costs of the rehabilitation project described above. The Sponsor will receive no cash reimbursement or credit for in-kind contributions that exceed this amount.
- No credit for in-kind contributions will be given for Sponsor's actions normally needed for carrying out their previously assigned responsibilities for this project.
- This MOU is not a fund-obligating document.
- There is no guarantee that funds will be appropriated by Congress for the dam rehabilitation project described in this MOU.
- There is no guarantee that, if funds are appropriated by Congress, the dam rehabilitation project described in this MOU will receive priority for completion by NRCS.
- There is no guarantee that, if the dam rehabilitation project described in this MOU is selected as a NRCS priority rehabilitation project, the alternatives currently considered by the Sponsor will be the NRCS recommended or the final alternative selected by the Sponsor.
- Determination of the final amounts to be credited shall be at the sole discretion of NRCS.
- All actions taken and costs incurred by the Sponsor <u>prior to the time of approval of the</u> <u>rehabilitation plan</u> will be entirely at its own risk. There is no guarantee, implied or otherwise, that any services or land rights provided by the sponsor will be credited as an in-kind contribution.

### **CIVIL RIGHTS**

The parties will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-259) and other nondiscrimination statutes, namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, and in accordance with regulations of the Secretary of Agriculture (7CFR-15, Subparts A & B) which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from USDA or any agency thereof.

### **TERMINATION**

This MOU can be modified to terminated at any time by mutual consent of both parties or can be terminated by either party giving 60 days written notice to the other party.

By: \_\_\_\_\_

Title: State Conservationist

Date:

Insert name(s) of Sponsor(s)

By: \_\_\_\_\_

Title:

Date:	 _

### MEMORANDUM OF UNDERSTANDING (MOU) Between the NATURAL RESOURCES CONSERVATION SERVICE (NRCS) UNITED STATES DEPARTMENT OF AGRICULTURE (USDA) and THE PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT Sponsor for Papillion Creek, Dam No. S-32

This MOU is between the USDA, NRCS, and the Papio-Missouri River Natural Resources District, Sponsoring Local Organization for this project, hereinafter referred to as Sponsor.

### **AUTHORITIES, STATUTES, LAWS**

The authority of NRCS to enter into this MOU is Section 14 of The Watershed Protection and Flood Prevention Act, 16U.S.C. 1012, as added by Section 313 of Public Law 106-472. This section authorizes NRCS to provide technical assistance (TA) and financial assistance (FA) to local project Sponsors for rehabilitation of aging dams constructed under the Watershed Protection and Flood Prevention Act (Public Law 83-566), the Flood Control Act of 1944 (Public Law 78-534), the Pilot Watershed Program, and the Resource Conservation and Development (RC&D) Program.

### **STATEMENT OF PURPOSE**

Previously the NRCS provided TA and/or FA to the Sponsor for works of improvement known as dam no. S-32 in the Papio Creek Project. This project was originally authorized and installed under the Watershed Protection and Flood Prevention Act. NRCS has determined that this dam is eligible for rehabilitation under the authorities cited above.

According to the project plan and Operation and Maintenance (O&M) agreement for this project, the Sponsor is responsible for the O&M of this dam to assure it will function as designed and constructed. The Sponsor has an interest in extending the service life of the dam and meeting applicable safety and performance standards. The Sponsor recognizes that the process of rehabilitating a dam takes significant advance preparation, and would like to initiate work on specific areas of planning and design of a rehabilitation project.

NRCS has the authority to assist the Sponsor with rehabilitation of the dam identified above. Planning and design work will be done with NRCS funding and will not be considered a portion of the total cost for cost share purposes. Although, NRCS resources cannot be committed to this project at this time. However, NRCS concurs with the Sponsor initiating work on specific areas of planning and design of the rehabilitation project.

Federal funds for a particular rehabilitation project will be equal 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. Also, the Sponsor will be responsible for acquisition of

all land rights and permits. The value of non-Federal in-kind contributions can be credited to the Sponsor's *35* percent share of the total cost of the rehabilitation project.

### <u>GOAL</u>

The primary goal of this MOU is to establish a framework under which the Sponsor may proceed with work on specific aspects of the proposed rehabilitation project.

This MOU establishes a basis for cooperation between the parties to define acceptable inkind contributions for this project. Therefore, the parties pledge to work together with the mutual goal of rehabilitation of this project within the current limits of their respective authorities and available funding.

### **SCOPE OF MOU**

The Sponsor may provide all or a portion of the Sponsor's 35 percent share of the total cost of the rehabilitation project by providing an in-kind contribution of services and land rights acquisition. NRCS and Sponsor agree that the following services and in-kind contributions will be considered for credit to the Sponsor's share of the total rehabilitation cost of this project:

• Land rights acquisition

To be determined in planning process

• Land Surveys"

- To be determined in planning process
- Staff time & costs for information gathering NRCS and NRD will develop estimate
  - Staff time & costs for public notification NRCS and NRD will develop estimate

\*Land surveys done by and costs incurred by Nebraska Department of Natural Resources. This cost is considered part of the local 35% cost share.

The Sponsor slzallprovide NRCS with documentation of the actual costs incurred for the services and land rights acquisition for determination of final credit values.

### **LIMITATIONS**

- The in-kind credit values shown above will be the maximum to be considered for the above stated services and land rights (unless later amended and agreed to by both parties).
- The technical quality of the services provided must be concurred in by NRCS prior to inkind credit being given.
- Only services and land rights acquisition provided by the Sponsor after November 9, 2000 (date of enactment of PL-106-472) will be credited.
- The value of in-kind credit values will be determined as set forth in the NRCS National Contract Grants and Agreements Manual, Sections 510.64 through 510.67.
- The in-kind credit values will not exceed 35 percent of the total costs of the rehabilitation project described above. The Sponsor will receive no cash reimbursement or credit for in-kind contributions that exceed this amount.
- No credit for in-kind contributions will be given for Sponsor's actions normally needed for carrying out their previously assigned responsibilities for this project.
- This MOU is not a fund-obligating document.
- There is no guarantee that funds will be appropriated by Congress for the dam rehabilitation project described in this MOU.
- There is no guarantee that, if funds are appropriated by Congress, the dam rehabilitation project described in this MOU will receive priority for completion by NRCS.
- There is no guarantee that, if the dam rehabilitation project described in this MOU is selected as a NRCS priority rehabilitation project, the alternatives currently considered by the Sponsor will be the NRCS recommended or the final alternative selected by the Sponsor.
- Determination of the final amounts to be credited shall be at the sole discretion of NRCS.
- All actions taken and costs incurred by the Sponsor <u>prior to the time of approval of the</u> <u>rehabilitation plan</u> will be entirely at its own risk. There is no guarantee, implied or otherwise, that any services or land rights provided by the sponsor will be credited as an in-kind contribution.

### **CIVIL RIGHTS**

The parties will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-259) and other nondiscrimination statutes, namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, and in accordance with regulations of the Secretary of Agriculture (7CFR-15, Subparts A & B) which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from USDA or any agency thereof.

### **TERMINATION**

This MOU can be modified to terminated at any time by mutual consent of both parties or can be terminated by either party giving 60 days written notice to the other party.

By:\_\_\_\_\_

Title: State Conservationist

Date: \_\_\_\_\_

Insert name(s) of Sponsor(s)

By:\_\_\_\_\_

Title: \_\_\_\_\_

## FY2003 Watershed Rehab Project Budget April 22, 2003

		TA Planning \$	FA Construction \$
		\$200,000	\$0
	-EA for Salt Creek WS		
	-EA for Papio Creek WS		
1	Upper Salt Creek 10A	\$95,000	\$413,000
2	Upper Salt Creek 19B	\$145,000	\$213,000
3	Papillion Creek S32	\$225,000	
4	Papillion Creek S31	\$150,000	
5	Papillion Creek S27		
6	Plum Creek 4-F		
7	Spring Creek 9A		
8	Wilson Creek 8H	\$25,000	
9	Wilson Creek 12-3		
10	Brownell Creek 1-4		
11	Brownell Creek 13-6		
12	Wilson Creek 7-8		
13	Wilson Creek 12-18		
		\$840,000	\$626,000

# DRAFT

# PAPIO CREEK SITES S27, S31, S32 Planned Schedule of Activities

1/02	2 Sponsor Application for Rehabilitation Planning & Design			
1/02	1/02 Application Review and Ranking			
5/03	MEMO of Understanding Developed (P-MR NRD with NE NRCS)		NRCS - FO	
5/03	Preliminary Planning Inventory (Includes determining if S27 is High Hazard)		NRCS – SO	
7/03	Survey for Planning & Design		NRCS - FO	
8/03	Environmental Evaluation Began (Scoping Meeting with public agencies)		NRCS - SO	
9/03	1 <sup>st</sup> Public <b>Meeting – Bellevue</b>		P-MR NRD	
10/03	Geologic Investigation Begins		NRCS - SO	
11/03	3Alternative Generation & Evaluation		NRCS – SO	
12/03	BDRAFT Report Generation Assemble watershed reconnaissance data Aerophotos/maps/photography Land Use Soil Maps & information Complete hydrologic studies Complete structure pre-engineering Complete economics/social study Complete archeological study Complete Environmental Assessment Flood Damage Soil Erosion Water Quality Water Quality Water Quantity Sediment Damage Gully Erosion Recreation Road & Bridge Damage Streambank Erosion Fish & Wildlife Habitat Lake, Stream & Wetlands	Plummer Kucera Kucera Snyder Snyder Brooks Riggle Plummer Sumsion Barnes Barnes Sumsion Sumsion Snyder Snyder Sumsion Jasmer Jasmer	NRCS – SO	

	Cropland Conv T & E Species Prime Farmland Loss of Forest Archeological a Animal Waste		Schaaf Jasmer Schaaf Kucera Riggle Kucera	
1/04	2 <sup>nd</sup> Public Meeting (to review alternatives pr	oposed & receive commer	nts)	P- MR NRD
2/04	Report to NRD Board w/F	ecommended Alternative		NRCS – SO
2/04	Develop Preliminary Designation Soil Mechanics Testing &			NRCS – SO
3/04	Release DRAFT report for	public comment		NRCS - SO
4/04	Public Comment Period	(end of 30 day comment	period)	NRCS – SO
4/04	Land Rights Acquisition	(start acquisition process	)	P-MR NRD
5/04	Complete Work Plan & P	ublish FONSI		NRCS - SO
5/04	Complete Soil Mechanics	Testing & Evaluation		NRCS - SO
9/04	Complete Structure Desig	ŋn		NRCS - SO
11/04	Review & DNR permit pro (Required review by NRC	ocess S National Design Center,	Ft. Worth)	NRCS – SO
12/04	Sign Project Agreement	(P- MO NRD and Steve C	hick)	NRCS - SO
2/05	Advertise Project for Con	struction Bids		NRCS - SO
4/05	Award Construction Con	tract		NRCS – SO

5-8/05 Construction

# NRD asks public for input on dam improvements

### 48-year-old structures near Hickman, Cheney will likely qualify for federal project funds.

#### BY ALGIS J. LAUKAITIS Lincoln Journal Star

Two 40-year-old dams near Hickman and Cheney could get a makeover that could transform their lakes into better fisheries and flood-control structures to hold back turbulent waters.

The Lower Platte South Natural Resources District, which owns and maintains the dams and lakes, is sponsoring informational meetings next week to gather opinions from area landowners and other interested parties.

The first meeting Monday in Hickman **will** discuss the possibili-

ty of rehabilitating Upper Salt Watershed Dam 10-A, also known as Hedgefield Dam.

The second informational meeting on Thursday in Cheney will focus on Upper SaltWatershed Dam 19-B.

Hedgefield Dam was originally built for flood protection but over the years has become a place that attracts fishermen, waterfowl hunters, hikers and campers. The dam is about three miles southeast of Hickman.

"It is a rather shallow body of water and it could be a lot better," said Don Gabelhouse, fisheries administrator for the Nebraska Game and Parks Commission.

Gabelhouse said the 44-acre lake is 4 feet deep in most places and the water is often turbid. He said the commission would like to see the lake deepened to increase fish production. Adding a boat ramp, jetties and a new outlet structure also would help.

### If you go

What: The Lower Platte South Natural Resources District wants in put from area landowners and others about two old dams and lakes near Hickman and Cheney. When: 8 p.m. Monday, Hickman

When: 8 p.m. Monday, Hickman Community Center about Upper Salt Watershed Dam 10-A, also known as Hedgefield Dam.

8 p.m. Thursday, St. Michael Church in Cheney about Upper Salt Watershed Dam 19-B, which forms a 9-acre lake near 96th Street and Saltillo Road.

Larry Pape, **a** fisheries technician for the commission who **has** been collecting data on the lake, said Hedgefield Dam gets moderate to high use, depending on what's biting. He estimated renovating the lake would cost about \$200,000.

Both dams were built by the U.S. Department of Agriculture

about 40 years ago, mainly **as** flood-control structures. They are now owned and operated by the NRD.

Paul Zillig, assistant manager of the NRD, said the district wants to take a look at rehabilitating the dams and lakes because of their age and the fact that there's more development in the watershed.

"Since that time (when they were first built) Congress and the federal government have put in money for watershed rehabilitation and these two structures could qualify," saidZillig.

Possible improvements include: strengthening the dams to hold back more floodwater; removing sediment to improve fishing, redoing the outlet structures to make improving the structures much easier in the future, do nothing at all, or removing the dams entirely.

Reach Algis J. Laukaitis at 473-7243 or alaukaitis@journalstar.com.

4/21/03 LST.

# Memorandum

то:	PPO Subcommittee
From:	Paul Woodward, Water Resources Engineer
Date:	April 28, 2003
Re:	Financial Assistance Request for Tekamah Flood Map Revision

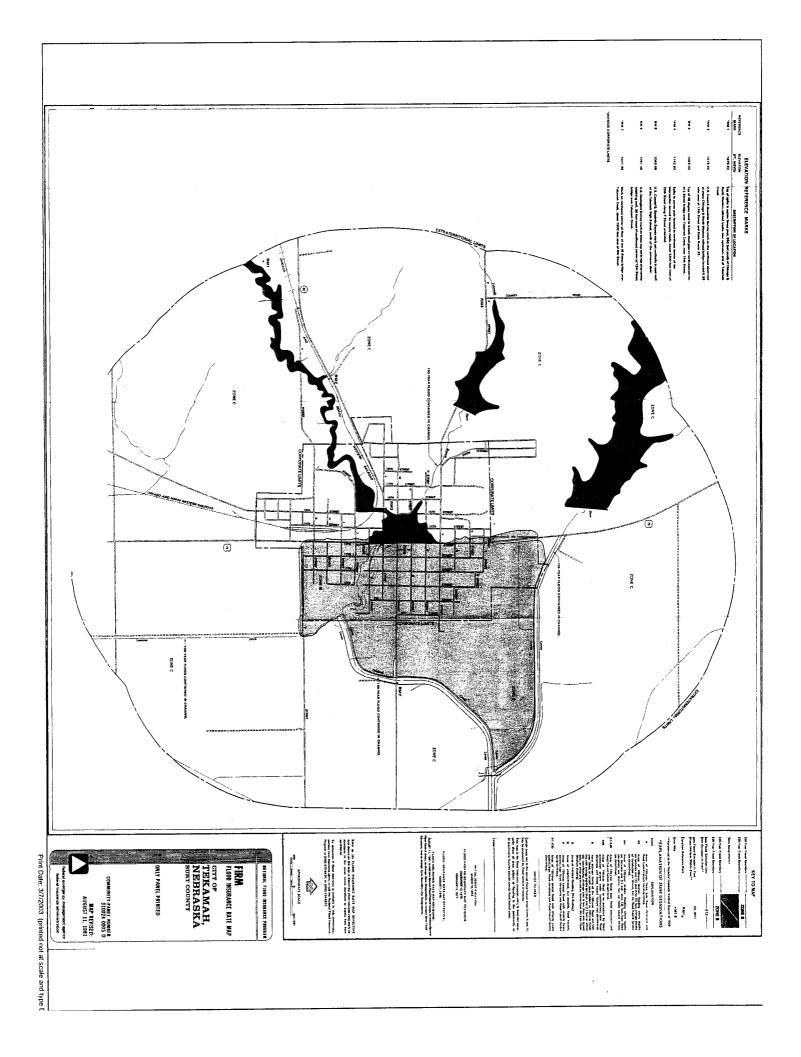
Consultations between representatives from the City of Tekamah, JEO Consulting Group, Inc. (JEO), Nebraska Department of Natural Resources (NDNR), and District staff have identified many reasons to perform a Physical Map Revision within the City of Tekamah's corporate limits and its extra territorial jurisdiction (ETJ). For instance, the Flood Insurance Rate Map for the City of Tekamah was adopted in 1981 (see attached) and hydrology is based on 22 year old land uses. The lack of a riverine flood Zone A east of Highway 73 is inaccurate and should be delineated. Another reason to update the map is that no Base Flood Elevations (BFEs) have been determined for either Tekamah Creek or its tributaries in order to properly protect residents, homes, and public infrastructure. Finally, flood protection from dams upstream, such as Summit Lake, have not been taken into consideration.

The District received a letter on April 25, 2003 from the City of Tekamah requesting financial assistance to revise their existing floodplain map. The attached letter states that the City of Tekamah has retained JEO to provide the professional services necessary to complete a Physical Map Revision for a lump sum of \$53,865.00 and a draft scope of services is also attached. NDNR has committed \$30,711.00 of Flood Mitigation Assistance (FMA) funding *to* the project, and the City requests that the District provide the remaining funds in the amount of \$23,154.00. They have also asked that District staff provide technical assistance in reviewing the proposed revision and coordinating with the Federal Emergency Management Agency (FEMA). The City has agreed to subsequently adopt and enforce a revised map and a meeting was held on April 22, 2003 in Tekamah to inform the public of the proposed map revision and possible impacts that it might have on them.

The District does not currently have a program to provide financial assistance for flood plain remapping or other flood mitigation planning. However, NDNR currently offers FMA funding assistance to communities for flood mitigation planning and projects. Once developed, these plans may call for any number of flood protection activities including levees, channel improvements, dams, property acquisition, or flood plain remapping. The District also recently agreed with FEMA to become a Cooperating Technical Partner in updating floodplain maps within its jurisdiction, but there is no existing District program to provide financial assistance to fund remapping.

There is a need to assist National Flood Insurance Program (NFIP) communities like Tekamah by encouraging them to prepare flood mitigation plans and to update existing floodplain maps. By doing so, we protect the future effectiveness of the District's numerous flood control structures, provide better tools to manage development in floodplains, and increase opportunities to receive state and federal funding for projects, The Upper Big Blue NRD has implemented a similar program and a description is attached.

Staff recommends that the Subcommittee recommend to the Board that staff be directed to prepare a draft Flood Mitigation and Mapping Assistance Program, to include technical and financial assistance for planning and floodplain mapping, for consideration at the June Subcommittee meetings.





Tehamah...For All Generations

City of **Tekamah** P.O. **Box 143 Tekamah**, NE 68061-0143 April 24, 2003 Phone/Fax 402-374-2521 – e-mail: tekcity@genesisnet.net

Tekamah  $\star$ 

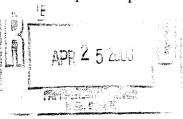
Mr. Paul Woodward, EIT Water Resources Engineer **Papio-Missouri** River Natural Resources District 8901 South 154th Street **Omaha**, Nebraska 68138-3621

RE: Tekamah, Nebraska Request for Financial Assistance for Tekamah Floodplain Map Revision JEO Project No. 583D6-001

Dear Mr. Woodward:

The City of Tekamah is hereby **requesting** financial assistance **from** the Papio-Missouri River Natural Resources District (PMRNRD) to perform a detailed hydrologic and hydraulic study of Tekamah Creek and it's tributaries to revise the existing floodplain mapping within the City and it's one mile extra territorial jurisdiction (ETJ). The City's existing Flood Insurance Rate Map (FIRM) was completed 22 years *ago* and does not reflect current conditions, notably the construction of Tekamah Creek Watershed Flood Control Structure **5-A** (Summit Lake). As you may be aware, the areas inundated in the 1999 flood (approximately 70-year flood event) were not shown on the existing **FIRM**. Additionally, the existing FIRM map does not show Zone **A** for the entire reach of Tekamah Creek within it's ETJ and does not have 1% annual-chance-flood flood elevations defined. Due to the absence of a **better** map, our **ability** to provide a sound floodplain management program for the residents in the community is limited. A revised map would provide better data and allow the City to do more reliable planning, which ultimately increases public safety and awareness.

The City **has** retained JEO Consulting Group Inc. (Engineer) to provided professional services for this floodplain **map** revision project. Enclosed herewith is **a** scope of services to perform **a** detailed hydrologic and hydraulic study and prepare a Letter of Map Revision (LOMR)/Physical Map Revision (PMR) request **to** revise the floodplain map of Tekamah Creek and it's tributaries within the City's ETJ. The total engineering fee for performing the services described in attached scope of services is \$53,865.00. The Nebraska Department of Natural Resources (**DNR**) is providing financial assistance in the amount of 30,711.00 for this effort. The City is requests the PMRNRD to provide financial assistance to fund the remaining amount of \$23,154.00 to complete this important project. The City is also requests the District's assistance in reviewing the detailed study and revised floodplain map, and provide coordination with FEMA during PMR process. We anticipate that the completion of the floodplain map revision will take 18 months to 24 months.





Tekamah...For All Generations

City of Tekamah P.O. Box 143 Tekamah, NE 68061-0143 Phone/Fax 402-374-2521 e-mail: tekcity@genesisnet.net

We believe that this remapping projects will reduce future flood loss and damage to public and **private** property significantly. The City **of** Tekamah is taking **this** important **step to** address potential future flood losses. With the financial and technical assistance of the District and DNR, the City hopes to complete this worthwhile project.

If you have any questions on concerning this request, please call Lalit Jha with JEO Consulting Group Inc. at 402-443-4661 or Mayor Bill Anderson at 402-374-2521.

Sincerely,

assel

Russell Petersen Council President City of Tekamah

Enclosure

PC: Lalit Jha, **JEO** Consulting Group Inc. Steve McMaster, DNR

# DRAFT

### AMENDMENT TO AGREEMENT CITY OF TEKAMAH, NEBRASKA TEKAMAH CREEK FLOODPLAIN MAP REVISION JEO PROJECT NO. 583D6-001

### APRIL --, 2003

**<u>REFERENCE</u>**: Agreement between Owner and Engineer dated February 11, 2000 for professional services to develop flood mitigation plan.

**<u>AMENDMENT</u>**: For additional engineering fees for performing detailed study to revise City of Tekamah Floodplain Map.

**PROJECT DESCRIPTION:** The primary objective of this project is to perform a detailed hydrologic and hydraulics study and prepare a Letter of Map Revision (LOMR)/Physical Map Revision (PMR) request to revise the existing floodplain map of the Tekamah Creek for the City of Tekamah. The revised map will reflect existing conditions and provide best available information for the floodplain management. The study area limit area within one mile extra territorial jurisdiction (ETJ) of the City of Tekamah.

Consultant shall perform for Owner professional services described in following sections:

### **Task 1: Project Initiation & Project Development**

- 1.1 Project initiation and development, coordination meeting & discussion with City of Tekamah, the Nebraska Department of Natural Resources (NDNR) and Papio Missouri River Natural Resources District (NRD) representatives.
- 1.2 Determine the scope-of-work and prepare agreement.
- 1.3 Attend City Council and NRD board meetings to provide summary of the proposed map revision process(two meetings).

### Task 2: Background information gathering and compilation review

- 2.1 Through research gather and review all available information such as history of flooding, flood insurance study (FIS), relevant previous studies and reports, any available hydrology and hydraulics modeling, historic maps, existing topographic maps and other pertinent records.
- 2.2 We will gather and review all available hydrology and hydraulics information available for the flood control structure built on Tekamah Creek upstream of the City of Tekamah since 1979. Our understanding is that there are several flood control structures that have been built since 1979. We anticipate meeting with various agencies like DNR, NRCS, NRD, COE to gather pertinent infomation (up to four meetings).

### Task 3: Field Survey and Reconnaissance

- 3.1 Conduct detailed field reconnaissance of the study area to determine conditions along the floodplain, types and number of hydraulic and/or flood control structures, location of cross section survey, and other parameters needed for the hydrologic and hydraulics analyses.
- 3.2 Conduct field survey, including obtaining channel cross sections, establish elevation reference marks (ERMs), and obtaining the physical dimensions of hydraulic and flood control structures. The field survey for cross sections and other features will be extended to the City of Tekamah's one mile extra territorial jurisdiction (ETJ). As per our preliminary estimates, within Tekamahs's ETJ approximately 35 to 45 cross sections will be needed in Tekamah Creek, Tekamah Creek North Branch and Mud Creek to perform the hydraulic analysis.
- 3.3 Disseminate filed survey data in appropriate electronic format.

### **Task 4: Topographic Data Development**

4.1 To supplement cross section field survey, additional topographic data of the overbank areas of the creeks within one mile ETJ of the City of Tekamah will be obtained to delineate floodplain boundaries. Disseminate filed survey data in appropriate electronic format.

### Task 5: Hydrology Analysis

**5.1** Hydrology analyses will be performed for approximately 23 square mile of drainage area of the Tekamah Creek. The hydrologic analysis will be performed according to the "guidelines and specification for flood hazard mapping partners" provided by FEMA (final draft 2002). Peak flow discharges will be calculated for the 1% annual chance storm (100-year recurrence interval). The 100-year peak discharge will be the basis for the subsequent hydraulic analysis. Hydrology analysis will be performed only for the downstream reaches of the flood control structures built since 1979.

### Task 6: Hydraulic Analysis

6.1 Hydraulic analysis will be performed for approximately 4.0 miles of the Creek located within one mile ETJ of City of Tekamah. The hydraulic analysis will be performed according to the "guidelines and specification for flood hazard mapping partners" provided by FEMA (final draft 2002). The 100-yearbase flood elevations (BFEs) will be established for the entire reach of the main stem Tekamah Creek within one mile ETJ of the City of Tekamah. Approximate Zone A will be delineated from the downstream of the flood control structures to the confluence of T ekamah Creek, for the T ekamah Creek N orth B ranch and M ud Creek within one mile ETJ of City of Tekamah. The hydraulic analysis <u>will not</u> establish the "floodway" for the creeks within the Tekamah ETJ.

### Task 7: Floodplain Mapping

7.1 Floodplain boundaries will be delineated for the entire reach of the main stem Tekamah Creek within one mile ETJ of the City of Tekamah. Additionally, floodplain will be delineated from the downstream of the flood control structures to the confluence of Tekamah Creek, for the Tekamah Creek North Branch and Mud Creek within one mile ETJ of the City of Tekamah. The mapping will incorporate newly acquired topographic information. The floodplain boundaries for the 1-percent-annual-chance flood will be delineated based on topographic data developed under Task 3.

### **Task 8: Meeting with Stakeholders**

- 8.1 Meet with the DNR and NRD staff to provide information on revised floodplain map and solicit their input (one meeting).
- 8.2 Meet with City Council and NRD Board to provide information on revised floodplain map (two meeting).

### Task9: Preparation and Submittal of LOMR to FEMA

- 9.1 Prepare the necessary documents, complete appropriate forms and submit LOMR request to FEMA on the behalf of the City.
- 9.2 Prepare a letter requesting the waiver of FEMA's review fee for the LOMR request.

### **PROPOSED PROJECT SCHEDULE**

We anticipate completion of the floodplain map revision and preparation of LOMR within 8 months of the signing this agreement. This estimate is contingent upon timely review by the City, DNR and NRD. The PMR process will take 18 to 24 months.

### **PROJECT FEE**

Engineer will provide the services described above for a lump sum amount of \$53,865.00. We will provide the following additional services at your request according to the attached hourly rate schedule.

### Task 10: Coordinate PMR process with FEMA

- 10.1 Answer follow up questions from FEMA on floodplain map revision and coordinate PMR process between FEMA and the City.
- 10.2 Assist the City of Tekamah in adopting a new floodplain ordinance to enforce the revised floodplain map.

In our estimate the fee for Task 10 could be in the range of \$5,000.00 to \$15,000.00. We anticipate that the time to complete Task 10 could take about 16 months to 24 months.

**SERVICES NOT INCLUDED:** (If desired, fee for these services can be negotiated)

- A. Additional meetingsby ENGINEER
- B. Significant time (time exceeding the fee specified in Task 10) devoted to follow-up inquiries by the FEMA after LOMR submittal.
- C. Cost of publication of notices or other advertisements
- D. Floodway delineation
- E. Detailed topography to generate Digital Elevation Model

### **CITY TO PROVIDE:**

- A. Provide timely review, all criteria and full information as to project requirements.
- B. Provide all land ownership and right-of-way information and/or deeds.
- C. The City will notify and acquire permission from landowners for field surveys

Bill Anderson, Mayor City of Tekamah, Nebraska Steve McMaster, Department of Natural Resources

Steven A. Parr, Director Wahoo Engineering JEO Consulting Group, Inc.

Lalit Jha Project Manager

102D1AC0411503

# TEKAMAH CREEK FLOODPLAIN MAP REVISION CITY OF TEKAMAH

Task and Fee Structure

	Hours							
Task	Prin. Eng.	PM	PE	EIT	Tech.	Survey Crew	Clerical	Cost
Hourly Rate	\$100.00	\$85.00	\$85.00	\$60.00	\$50.00	\$100.00	\$40.00	
Task 1: Project Initiation & Development	-				· · ·			
Sub-task 1.1		18						\$1,530.00
Sub-task 1.2		12		4			5	\$1,460.00
Sub-task 1.3		8		4				\$920.00
								\$3,910.00
Task 2: Background Information Gathering and Review		ļ			~~···			<u> </u>
Sub-task 2.1		10			10		5	\$6,075.00
Sub-task 2.2		16	8	18				\$3,120.00 \$9,195.00
Task 3: Field Survey and Reconnaissance		<u> </u>						\$9,195.00
Sub-task 3.1		2	9	9				\$1,475.00
Sub-task 3.2*		1	8	4		100		\$10,920.00
Sub-task 3.3			2	2	18			\$1,190.00
								\$13,585.00
Task 4: Topographic Data Develoment								
Sub-task 4.1		2	6	5	12	20		\$3,580.00
		ļ			<u> </u>			\$3,580.00
Task 5: Hydrology Analysis		L						
Sub-task 5.1		4	22	35	10			\$4,810.00 \$4,810.00
Task 6: Hydraulic Analysis								\$4,010.00
Sub-task 6.1		4	27	42	10			\$5,655.00
			·····				t	\$5,655.00
Task 7: Floodplain Mapping								
Sub-task 7.1		2	18	12	15			\$3,170.00
		ļ						\$3,170.00
Task 8: Meeting With Stakeholders		1						
Sub-task 8.1		8	{ · · · · · · · · · · · · · · · · · · ·	4	4		2	\$1,200.00
Sub-task 8.2		8		6	4		4	\$1,400.00
								\$2,600.00
Task 9: LOMR Preparation and Submital Sub-task 9.1		4	18	24	10		10	\$4,210.00
		4	10	24	10		10	\$4,210.00
								. ,=
Project Management	6	30						\$2,550.00
								<b><i>ФЕО ОСЕ ОО</i></b>
Sub-total	6	128	143	209	93	120	26	\$53,865.00
Total		<u></u>					r	\$53,865.00

# **FAX TRANSMISSION**

UPPER BIG BLUE NATURAL RESOURCES DISTRICT 105 Lincoln Avenue York, Nebraska 68467 Phone: 402-362-6601 Fax: 402-362-1849 E-mail: jbimtr@upperbigblm.org

To:	Paul Woodward Papio NRD	Date:	March <b>12,2003</b>	
Fax #:	402 <b>895 6543</b>	Pages:		
From:	Jay Bitner			
Subject:	Community Flood Mitigarion Planning			

COMMENTS:

The attached program description is taken from the Upper Big Blue NRD Programs Book. It is intended to provide residents of the District a brief description of services offered by the District in regard to flood plain management. As I mentioned via our telephone conversation, the District does not have a specific program for flood plain mapping; however, that service can be made a part of a more comprehensive flood plain management program for a community.

Let me know if you have other questions.

If funds from federal, state or local agencies are obtained by the district, those funds will be combined with district funds to increase the public's financial share of project cost.

### PublicAccess:

Public access will be required as part of each *district* project, unless private funding *is* sufficient to affect the public investment. Conditional public access will be considered on a case by case *basis*.

## COMMUNITY. FLOOD MITIGATION PLANNING

The Nebraska Department of Natural Resources is administering a new Flood Mitigation Assistance (FMA) Program that can be used to assist communities in developing flocdmitigation plans. Once developed, these plans can be used to assist communities with flood plain mapping and zoning, identifying properties to be acquired for relocation or demolition, identifying properties that need to be elevated above 100year flood plains and planning for flood protection facilities. A flood mitigation plan can also serve as a community's documentation for the National Flood Insurance Program (NFIP) Community Rating System. A flood mitigation plan is helpful in speedingup the disaster assistance process after a major flood.

The district can assist communities with flood hazard mitigation planning and implementation of the FMA program

### Planning Grants

Planning grants are available from the FMA program to assist communities with planning.

### **ProjectGrants**

Project grants are available on a competitive basis to help fund projects that reduce flood damage and that have been identified in the community's mitigation plan.



Memo to the Programs, Projects, and Operations Subcommittee

Subject: Eastside Drainageway Project, Fort Calhoun, Nebraska Interlocal Agreement

Date: April 28,2003

By: Gerry Bowen

The District approved the Eastside Drainageway Project in Fort Calhoun, Nebraska in 1999. The approval was for \$316,300 of District funds, based upon an estimated cost of \$527,000. At that time, the District cost-shared on the design of the project (\$30,000). The City has spent the intervening time acquiring right-of-way for the project. Bids on the project were received by the City in March, with construction scheduled for this spring and summer.

The total amount of cost share remaining on the project is currently estimated to be \$235,296, based construction bids (plus contingencies) of \$392,160. It is proposed that the District pay the remaining cost share amount over two fiscal years. The attached interlocal agreement accomplishes this. The City of Fort Calhoun approved the concept of the agreement in 1999.

The first payment of \$100,000 is included in the FY 03 Budget. It is proposed that the remaining amount (\$135,296) be included in the FY 04 Budget, as outlined at the April PPO Subcommittee meeting. Should the actual costs be less than anticipated, the final payment amount will be adjusted, as noted in the agreement.

It is recommended that the General Manager be authorized to execute an interlocal agreement with the City of Fort Calhoun for the Eastside Drainageway Project, in the amount of \$235,296 in District funds, and to provide for future operation and maintenance of the project.

### Interlocal Agreement

# Papio-Missouri River Natural Resources District and

### The City of Fort Calhoun, Nebraska

#### Eastside Drainageway Project

THIS INTERLOCAL AGREEMENT is made and entered into by and among the PAPIO-MISSOURIRIVER NATURAL RESOURCES DISTRICT, a political subdivision of the State of Nebraska (hereinafter referred to as the "NRD"), and the CITY OF FORT CALHOUN, NEBRASKA, a political subdivision of the State of Nebraska (hereinafter referred to as the "CITY").

#### **RECITALS:**

WHEREAS, the CITY desires to install channel improvements on Eastside Drainageway between Stevenson and Jefferson Streets (hereinafter the PROJECT), and

WHEREAS, the NRD administers the Urban Drainageway Program, a program which provides 60% cost sharing to local units of government for the installation of improvements to urban stream channels, and,

WHEREAS, the CITY desires to construct the PROJECT during one construction season, and

WHEREAS, the NRD desires to reimburse the CITY over a period of two years.

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

#### A. CITY RESPONSIBILITIES

- 1. The CITY shall acquire all easements and rights-of-way necessary for the PROJECT in the name of the CITY.
- 2. The CITY shall retain such consultants, at their own discretion and expense, as may be needed to engineer the PROJECT.
- 3. The CITY shall obtain the approval of all plans and specifications from the NRD prior to advertising for construction bids on the PROJECT.
- 4. The CITY shall retain such contractors, at their own discretion and expense, necessary to construct the project.

- 5. Upon completion, the CITY shall operate and maintain the PROJECT in perpetuity according to accepted engineering standards at no cost the NRD.
- 6. The CITY shall indemnify and hold the NRD harmless from and against all liability and damages resulting from the design, construction, operation, or maintenance of the PROJECT, and against all demands, causes of action, and claims arising therefrom, except as may be caused by negligence of the NRD, its agents, representatives, or employees.

### **B. NRD RESPONSIBILITIES**

- 1. The NRD shall reimburse the CITY 60% of the total estimated cost not to exceed \$235,296.00 according to the following schedule; \$100,000 on June 15, 2003, and \$135,296.00 on June 15, 2004. In the event that the total cost share is less than \$235,296.00, the final payment on June 15, 2004 shall be adjusted to the corrected amount.
- 2. The NRD shall review and comment on all plans and specifications in a timely manner.

### C. DURATION

1. This agreement shall have permanent duration, commencing upon the occurrence of the signatures of both parties being affixed hereto.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates hereinafter indicated pursuant to authorizing resolutions duly adopted at regularly-called meetings of their governing bodies.

Executed by THE CITY OF FORT CALHOUN, NEBRASKA, this day of \_\_\_\_\_,2003.

THE CITY OF FORT CALHOUN, NEBRASKA

By\_\_\_\_\_ Mayor

Attest:

City Clerk

Executed by the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT this \_\_\_\_\_ day of \_\_\_\_\_\_,2003.

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

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

## PAPIO-MISSOURI RIVER



## NATURAL RESOURCES DISTRICT

8901 S. 154TH ST OMAHA, NE 68138-3621 (402) 443-6222 FAX (402) 895-6543 www.papionrd.com

### **MEMORANDUM**

TO: PPO

FROM: Randy Lee, Walnut Creek Park Superintendent

**SUBJECT:** Walnut Creek Shelter - Bids

**DATE:** April 25, 2003

The Papio-Missouri River NRD received and opened bids on the Walnut Creek Recreation Area shelters on April 25, 2003, at 10:00 A.M. The project was advertised in local and state-wide publications on April 10<sup>th</sup> and 17<sup>th</sup>, 2003.

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There were six contractors who submitted bids. The bids were reviewed **by** the NRD staff and Ciaccio-Dennell. The engineers estimate for the shelters regarding this project was \$134,002.75. This was a planned project for the FY-03 budget year.

A letter from Kevin Strahle, Ciaccio-Dennell, summarizing the bids received and the bid tabulation sheet is attached.

It is the staff's recommendation that the Subcommittee recommend to the Board that the low bid submitted by Pospichal Construction for \$98,600.00 be awarded the contract for the Walnut Recreation Area Shelters.

21003 RL:pz:file 275

Papio-Missouri River Natural Resources District Board of Directors

Bid Date/Time: April 25, 2003 - 10 a.m. Project No. 2788

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BIDDERS:	LUI	MPSUMBASE <b>BID</b>	BID SECURITY RECEIPT	ADDENDA RECEIPT	VOLUNTARY SUBSTITUTION	
ALL PURPOSE UTILITIES INC.	\$	118,000.00	Yes	No. 1 & No. 2	None	
ANDERSEN CONSTRUCTION	\$	165,080.00	Yes	No. 1 & No. 2	None	
DAKOTA CONSTRUCTION INC	\$	117,200.00	Yes	No. 1 & No. 2	None	
KC PETERSEN CONSTRUCTION CO	\$	148,000.00	Yes	No. 1 & No. 2	None	
POSPICHAL CONSTRUCTION CO	\$	98,600.00	Yes	No.1 & No. 2	None	
		400 000 00	No.		Naza	
PRAIRIE CONSTRUCTION CO	\$	103,600.00	Yes	No. 1 & No. 2	None	
Architect's Estimate:	s	134,000.00				

April 25, 2003





Mr. Randy Lee Papio-Missouri River Natural Resources District 9902 Schram Road Papillion, Nebraska 68046

RE: Papio-Missouri River Natural Resources District Walnut Creek Recreation Area Shelters Project No. 2788

Dear Randy:

On April 25, 2003, at 10:00 a.m., we received bids for the Walnut Creek Recreation Area Shelters project. (See enclosed bid tabulation.)

Pospichal Construction Co. was the low bidder with a lump sum bid in the amount of \$98,600.00. During review of their bid proposal, it was noted that only Addendum No. 1 was acknowledged. We have spoken with Jim Pospichal and he verbally acknowledged that he did receive Addendum No. 2 as well.

Given the fact that Pospichal Construction Co. has successfully worked with the P-MRNRD on previous projects, we would recommend the contract be awarded to them for the Walnut Creek Recreation Area Shelters project.

Please advise how you wish to proceed.

Sincerely, CIACCIO DENNELL GROUP, INC. Kevin G **S**tre

KGS/mls Enclosure

c: File 2788-2.1



LAND PLANNERS LANDSCAPE ARCHITECTS ARCHITECTS

1014 Douglas On The Mall Омана, Nebraska 68102-1813 402-346-8754 Fax 402-346-7419 E-Mail cdg@cdgusa.com

# PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

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

MEMORANDUM TO: Programs, Projects and Operations Subcommittee

SUBJECT: Equipment Replacement/Purchase Request for FY 2003

DATE: April 25, 2003

FROM: Jean Friends Tait, Purchasing Agent

Attached is a chart of equipment items identified for purchase/replacement in FY 2004. This year the process to identify and prioritize equipment items most needed by the District was determined by a staff Equipment Committee comprised of Jerry Herbster, Martin Cleveland, Bill Warren and me. Each section within the NRD identified their equipment requirements and the equipment committee reviewed each item and made recommendations to the General Manager for purchase. The GM then reviewed the Committee's recommendations and made further changes/cuts to the chart. The chart reflects the General Manager's final recommendations.

The FY 2003 equipment budget was \$295,366. The FY 2004 equipment budget request is \$309,050. State statute allows for a maximum 2.5% increase in restricted funds (to include general operational costs, i.e. salaries, equipment, insurance, etc., does not include project expenditures, i.e. construction, land rights, etc.). The Board can approve an additional 1% increase for a total of 3.5% increase in restricted funds, if required.

Staff recommends approval of the FY 2004 Equipment Requirements subject to FY 2004 Budget.

## Papio-Missouri River NRD Equipment Expenditure/Request Comparison Prepared on April 25,2003

FY 2004 REQUEST	FY 2003 REQUEST	FY 2002 REQUEST	FY 2001 REQUEST
Machinery/Equipment	Machinery/Equipment	Machinery/Equipment	Machinery/Equipment
\$147,700	\$138,870	\$168,724	\$181,222
Vehicles	Vehicles	Vehicles	Vehicles
\$77,600	\$67,000	\$69,500	\$71,000
Office Equipment	Office Equipment	Office Equipment	Office Equipment
\$83,750	\$89,496	\$65,347	\$32,000
TOTAL	TOTAL	TOTAL	TOTAL
\$309,050	\$295,366	\$303,571	\$284,222

## FY 2004 Equipment Requirements List

Item Description	cost	Justification/Indicative Data							
Machinery & 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 &	z 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 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, driv replacements, keyboards, network cards, etc.					
Total FY 04 Office Equip.\$83,750FY 03 Budget \$89,496						
Total FY 04 Equipment Request \$309,050FY 03 Budget \$295,366						

			MILEAGE	MILEAGE	MILEAGE	MILEAGE	A ac :	Total		Average Mileage –Mou	ь		Suggested Replacement	E.d.	ted Mileage
	VEHICLE	NUMBER	12/31/1999	MILEAGE 12/31/2000	MILEAGE 12/31/2001	MILEAGE 12/31/2002	Age in Months	Total Life*	1999	Average Mileage – Mout 2000	2001	2002	Replacement Year	Estimat 12/31/2003**	0
<i>†</i> 1	1996 Chevy S-10 Blazer 4X4 Purchased: 12/4/95	1CA04	47,400	56,790	64,770	73,623	84.8	868	796	783	665	738	<b>F.Y.</b> 2004	82,476	91,329
¥2	2003 Ford 4X4 Explorer Purchased: 10/25/2002	1CA07	0	0	0	5,161	3.0	1,720	0	0	0	1720		25,805	46,449
#3	2003 Ford 4X4 Explorer Purchased: 10/25/2002	1CA08	0	0	0	2,530	3.0	843	0	0	0	843		12,650	22,770
<b>4</b>	1973 Ford Flat Bed Truck Purchased: 1973	2EA02	154,655	155,228	155,356	155,507	360.0	432	0	48	11	13		155,663	155,819
#5	2002 Ford 4X4 Pickup Purchased: 2/02/2002	2EA07	0	0	0	5,753	11.0	523	0	0	0	523		12,029	18,305
#6	2002 Ford 4X4 Pickup Purchased: 12/11/01	2GA01	0	0	0	4,490	12.0	374	0	0	0	374		8,980	13,470
#7	1997 Chevy S-104X4 Pickup Purchased: 01/03/97	2LA34	24,320	31,610	37,349	42,570	72.4	588	671	608	478	435		47,791	53,012
#8	1997 Chevy S-10 4X4 Pickup Purchased: 01/03/97	2LA35	24,412	36,839	49,927	63,565	72.4	878	714	1,036	1,091	1137	<b>F.Y</b> 2004	77,203	90,841
#9	1999 Chevy 3/4 4X4 Pickup Purchased: 5/99	2LA39	5,147	14,569	21,172	36,597	44.0	832	429	785	550	1285		52,022	67,447
#14	0 1	2LA44	0	0	0	3,165	3.0	1,055	0	0	0	1055		15,825	28,485
#15	Purchased: 10/25/2002 1998 Ford Ranger 4X4 Pickup	2LL06	28,627	41,476	55,720	69,153	61.0	1,134	1,154	1,071	1,187	1119		82,586	96,019
#16		2LL07	0	7,232	13,928	20,349	36.0	565	0	603	558	535	<b>F.Y.</b> 2004	26,770	33,191
#17	Purchased         12/28/99           2000         Ford Diesel         4X4         Pickup            Purchased:         01/11/00	2LL08	0	13,947	33,990	54,630	36.0	1,518	0	1,162	1,670	1720	<b>F.Y.</b> 2005	75,270	95,910
#19	2000 Ford 3/4 4X4 Pickup Purchased: 02/00	2LI.10	0	14,148	32,839	47,280	33.0	1,433	0	1,179	1,558	1203		61,721	76,162
#20	2001 Chevy 4X4 Utility Truck	2TA09	0	0	19,541	38,739	24.0	1,614	0	0	1,628	1600		57,937	77,135
#21	2001 Ford F-350 Utility Truck Purchased 1/19/01	2TA10	0	0	12,004	28,197	24.0	1,175	0	0	1,000	1349		44,390	60,583
#22		2TA08	35,383	46,978	59,648	72,732	67.0	1,086	1,094	966	1,056	1090	F.Y. 2004	85,816	98,900
	Purchased 1/99														

\* Total Life = Total Miles / Age in Months

\*\* Based on 2002 Avg. Mileage/Month

(A) For 2003 Vehicles previous vehicle information was used for estimating mileage.

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#### PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

#### VEHICLE OPERATION RECORDS

CALENDAR YEAR 2002

<u>A</u> [	3	C	D	Е	F	Н	1	j	K	L	M	N
		VEHICLE	TOTAL	FUEL INFO.		TOTAL DIR.	MAINTENANCE	AND REPAIR	TOTAL	OVERALL	OVERALL	ENDING
		DESCRIPTION	MILES		MPG	OPERATING	CO		M&R	EXPENSE	COST/MILE	MILEAGE
			TRAVELED	TOTAL GALS.	(C/D)	EXPENSE	СОММ.	PNRD	(H+I)	(G+J)	(K/C)	12/31/2001
	1	1CA04 96 CHEVY S-10 4X4 BLAZER	8,853	532	16.6	\$890.87	\$265.20	\$0.00	\$265.20	\$1,156.07	\$0.13	73,623
*	2	1CA07 03 FORD EXPLORER	24,552	1,613	15.2	\$2,744.34	\$208.41	\$0.00	\$208.41	\$2,952.75	\$0.12	5,161
*	3	1CA08 03 FORD EXPLORER	14,581	883	16.5	\$1,381.70	\$164.72	\$0.00	\$164.72	\$1,546.42	\$0.11	2,530
	4	2EA02 73 FORD FLATBED TRK.	151	24	6.3	\$26.61	\$0.00	\$0.00	\$0.00	\$26.61	\$0.18	155,507
	5	2EA04 85 MACK DUMP TRK	21,717	3,832	5.7	\$3,596.90	\$129.88	\$0.00	\$129.88	\$3,726.78	\$0.17	263,208
	6	2EA05 9I MACK DUMP TRK	9,970	2,079	4.8	\$1,953.57	\$307.36	\$0.00	\$307.36	\$2,260.93	\$0.23	98,560
*	7	2EA07 02 FORD 4X4 DUMP BED	5,753	570	10.1	\$80852	\$0.00	\$0.00	\$0.00	\$808.52	\$0.14	5,753
	8	2GA01 FORD LIGHTFLATBED	4,490	489	9.2	\$679.10	\$63.56	\$0.00	\$63.56	\$742.66	\$0.17	4,490
	9	2LA34 97 CHEVY S-10 PICKUP 4X4	5,221	347	15.0	\$598.64	\$403.81	\$0.00	\$403.81	\$1,002.45	\$0.19	42,570
	10	2LA35 97 CHEVY S-10 PICKUP 4X4	13,638	883	15.4	\$1,220.38	\$0.00	\$0.00	\$0.00	\$1,220.38	<b>\$</b> 0.09	63,565
	11	2LA39 99 CHEVY 3/4 4X4 PICKUP	15,425	1,323	11.7	\$1,860.34	\$0.00	\$0.00	\$0.00	\$1,860.34	\$0.12	36,597
	12	2LA40 99 FORD 4X4 DIESEL PICKUP	10,005	888	11.3	\$1,217.51	\$0.00	\$0.00	\$0.00	\$1,217.51	\$0.12	67,160
	13	2LA41 99 FORD 4X4 DIESEL PICKUP	14,563	1,137	12.8	\$1,539.60	\$0.00	\$0.00	\$0.00	\$1,539.60	\$0.11	80,422
	14	2LA42 01 FORD F-150 4X4 PICKUP	20,230	1,374	14.7	\$1,855.46	\$896.15	\$0.00	\$896.15	\$2,751.61	\$0.14	43,730
	15	2LA43 02 CHEW4X4 PICKUP	24,071	2,091	11.5	\$2,817.46	\$355.74	\$19.60	\$375.34	\$3,192.80	\$0.13	24,093
*	16	2LA44 03 FORD RANGER PICKUP	16,080	1,007	16.0	\$1,475.95	\$265.68	\$0.00	\$265.68	\$1,741.63	\$0.11	3165
	17	2LL06 98 FORD RANGER 4X4	13,433	826	16.3	\$1,584.62	\$287.00	\$0.00	<b>\$2</b> 87.00	\$1,871.62	\$0.14	69,153
	18	2LL07 00 CHEVY S-10 SUPER CAB 4X4	6,421	470	13.7	\$606.45	\$30.78	\$0.00	\$30.78	\$637.23	\$0.10	20,349
	19	2LL08 00 FORD DIESEL SUPER CAB 4X4	20,640	1,398	14.8	\$2,070.89	\$90.00	\$0.00	\$90.00	\$2,160.89	\$0.10	54,630
	20	2LL09 00 FORD DIESEL SUPER CAB 4X4	12,700	843	15.1	\$1,252.91	\$80.00	\$0.00	\$80.00	\$1,332.91	\$0.10	38,290
	21	2LL10 <b>00</b> FORD F-250 SUPER CAB4X4	14,441	1,320	10.9	\$1,925.52	\$267.40	\$0.00	\$267.40	\$2,192.92	\$0.15	47,280
	22	2RA03 80 MACK TRUCK TRACTOR	2,166	659	3.3	\$644.15	\$63.56	\$0.00	\$63.56	\$707.71	\$0.33	4,484
	23	2TA08 97 FORD 4X4 UTILITY TM.	13,084	2,272	5.8	\$2,477.03	\$1,487.83	\$0.00	\$1,487.83	\$3,964.86	\$0.30	72,732
	24	2TA09 01 CHEVY 4X4 UTILITY TM.	19,198	1,915	10.0	\$2,627.69	\$0.00	\$0.00	\$0.00	\$2,627.69	\$0.14	38,739
	25	2TA10 01 FORD F-3S0 UTILITY TRK	16,193	2,101	7.7	\$2,799.28	\$70.62	\$0.00	\$70.62	<b>\$2,8</b> 69.90	\$0.18	28,197
	26	2VAO2 99 FORD WNDSTARMINI VAN	6,828	346	19.7	\$596.18	\$66.27	\$0.00	\$66.27	\$662.45	\$0.10	28,828
		2002 TOTALS	334,404	31,222	10.7	\$41,251.67	\$5,503.97	\$19.60	\$5,523.57	\$46,775.24	\$0 <b>14</b>	

• 1CA05 WAS REPLACED BY 1CA08

\*1CA06 WAS REPLACED BY 1CA07

\*2LA37 WAS REPLACED BY 2LA44

\*2EA07 WAS PURCHASED IN JAN. 2002

\*2LA38 WAS REPLACED BY 2LA43

## Software Breakout

Accounting Upgrade	\$8,250
AutoCAD Upgrade	\$7,500
Legato Xtendersolutions (Imaging) Additional Licensing	\$7,500
Maintenance (Xtendersolutions(Imaging),Antivirus, GIS, & Leica Geosystems)	\$8,750
MS Office Licensing and Maintenance	\$7,000
Backup Software, Disaster Recovery Software, MS Access, Antivirus Licensing	\$5,500
Email Licensing	\$2,000
Windows Licensing	\$1,000

\$47,500

#### Licenses needed

#### # needed approx. \$ per license

Accounting Upgrade	5	\$1,650	\$8,250 One time per upgrade, average 4 yrs between upgrades
AutoCAD Upgrade	3	\$2,500	\$7,500 One time per upgrade, average 4 yrs between upgrades
Legato Xtendersolutions (Imaging) Additional Licensing	3	\$2,500	\$7,500 One time per upgrade, average 4 yrs between upgrades
Maintenance (Xtendersolutions(Imaging), Antivirus, GIS, & Leica Geosystems)	1	\$8,750	\$8,750 Yearly
MS Office Licensing and Maintenance	10	\$700	\$7,000 One time per upgrade, average 4 yrs between upgrades
Backup Software, Disaster Recovery Software, MS Access	5	\$900	\$4,500 One time per upgrade, average 4 yrs between upgrades
Email Licensing	10	\$200	\$2,000 One time per upgrade, average 4 yrs between upgrades
Windows Licensing	10	\$100	\$1,000 One time per upgrade, average 4 yrs between upgrades
Antivirus Licensing	10	\$100	\$1,000 One time per upgrade, average 4 yrs between upgrades

\$47,500

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