



**Programs, Projects & Operations
Subcommittee Meeting
November 16, 2004
8:00 p.m.
Agenda**

Programs, Projects & Operations:

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

Alternate Members: Dick Connealy

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

1. Meeting Called to Order – Chairperson John Conley
2. Quorum Call
3. Adoption of Agenda
4. Proof of Publication of Meeting Notice
5. Review and Recommendation on Construction Bids for Washington County Rural Water #2 Pump Station for City of Blair – Chris Koenig, HGM Associates and Dick Sklenar
6. Review and Recommendation on Construction Bids for Washington County Rural Water #2 Distribution System Contract – Chris Koenig, HGM Associates and Dick Sklenar
7. Review and Recommendation on City of Omaha Urban Drainageway Request for Additional Funds for Regency Storm Sewer Project – Gerry Bowen and Kirk Pfeffer, City of Omaha
8. Review and Recommendation on Agreement with the City of Blair for Flood Mitigation Planning and Mapping Assistance – Paul Woodward
9. Review and Recommendation on Public/Private Agreement for Dam Site 13 (192nd and Dodge Streets) with Dial Realty Co. – Bob Welstead, Dial Realty Co.; Larry Foster, City of Omaha; Steve Oltmans, Marlin Petermann and Paul Woodward
10. Other Items of Interest
11. Adjourn

MEMORANDUM

TO: Programs, Projects and Operations Subcommittee

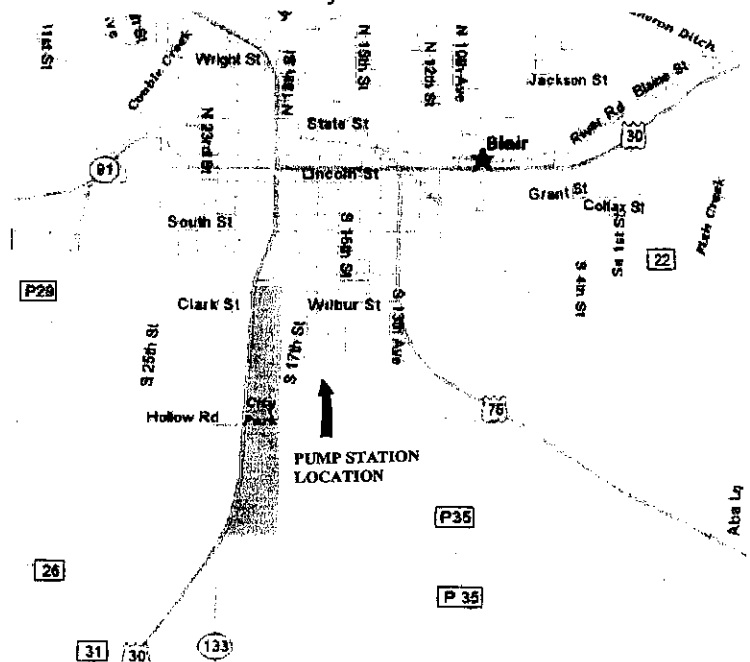
FROM: Dick Sklenar

SUBJECT: Bid Opening for Blair Pump Station

DATE: October 20, 2004

Bids were opened on October 13, 2004 regarding the future construction of a pump station for the City of Blair that will supply water to the current water tower that is under construction along Highway 133. This component is necessary in order to develop the District's Washington County Rural Water System #2. Two pressure reducing vaults are also included in this bid as well. Five bids were received and they are as follows:

FIRM	SUBMITTED BID	SUBMITTED BID BOND
1. Judd Brothers	\$266,960.00	yes
2. Eriksen Construction	\$260,416.00	yes
3. Dobson Brothers Construction	\$301,935.00	yes
4. General Excavating	\$288,830.00	yes
5. Pospichal Construction	\$257,646.90	yes

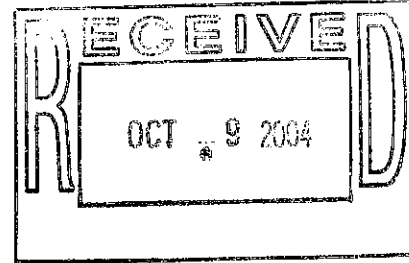


The engineers estimate, (HGM Associates, Inc.), of probable cost for the pump station and appurtenances was \$250,415.00. It is their recommendation that the contract be awarded to Pospichal Construction (see letter of recommendation attached). As indicated in our agreement with the City of Blair, the City is expected to pay 100 percent of the final contract amount. The City also concurs that the contract be awarded to Pospichal Construction.

It is recommended that the Subcommittee recommend to the Board of Directors that the General Manager be authorized to execute a contract for construction of the South Reservoir Pump Station, a component of Washington County Rural Water System #2, for the City of Blair with Pospichal Construction, Inc., in the amount of \$257,646.90.

hgm
ASSOCIATES INC.

October 18, 2004



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

Subject: Washington County Rural Water System No. 2
South Reservoir Pump Station
HGM Project No. 71613
Bid Recommendation

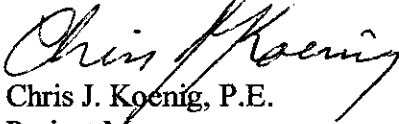
Dear Mr. Sklenar:

Bids were received on October 13, 2004 for the construction of the proposed South Reservoir Pump Station for Washington County Rural Water System No. 2. Five bids were received. A copy of the bid tabulation is attached.

We recommend the contract for the pump station be awarded to the low bidder, Pospichal Construction, Inc. in the amount of \$257,646.90. The bid by Pospichal is slightly higher than the Engineer's opinion of costs. However, in our opinion, the three low bids were competitive and the results would be very similar if the project were rebid.

Sincerely,

HGM Associates Inc.



Chris J. Koenig, P.E.
Project Manager

Attachment

Mr. Allen Schoemaker, City of Blair

TABULATION OF BIDS
Project: Washington County Rural Water System No. 2
Pump Station
Blair, Nebraska

HGM Associates Inc.
5022 S. 114th Street, Suite 200
Omaha, NE 68137

Item #	Description	Estimated Quantities	Judd Bros. Lincoln, NE		Eriksen Blair, NE		Dobson Bros. Lincoln, NE		General Excavating Lincoln, NE		Pospichal Const. Waterloo, NE		AVERAGE UNIT PRICE	HIGH UNIT PRICE	LOW UNIT PRICE
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price			
1.	Site Grading - Excavation	80.0 CY	22.00	1,760.00	30.00	2,400.00	20.00	1,600.00	22.00	1,760.00	74.15	5,932.00	33.63	74.15	20.00
2.	Retaining Wall	370.0 SF	15.00	5,550.00	17.00	6,290.00	15.50	5,735.00	23.00	8,510.00	20.72	7,666.40	18.24	23.00	15.00
3.	Rock Surfacing	10.0 TON	25.00	250.00	26.00	260.00	25.00	250.00	30.00	300.00	55.53	555.30	32.31	55.53	25.00
4.	8" x 8" Tee	2.0 EA	150.00	300.00	452.00	904.00	650.00	1,300.00	900.00	1,800.00	589.20	1,178.40	548.24	900.00	150.00
5.	8" Gate Valve with Box	3.0 EA	700.00	2,100.00	968.00	2,904.00	850.00	2,550.00	780.00	2,340.00	1,067.86	3,203.58	873.17	1,067.86	700.00
6.	8" Coupling - Buried	4.0 EA	100.00	400.00	173.00	692.00	275.00	1,100.00	300.00	1,200.00	444.44	1,777.76	258.49	444.44	100.00
7.	Pump Station	1.0 LS	156,000.00	156,000.00	152,800.00	152,800.00	161,500.00	161,500.00	157,000.00	157,000.00	128,534.41	128,534.41	151,166.88	161,500.00	128,534.41
8.	Pump Station Electrical Service	1.0 LS	7,200.00	7,200.00	8,306.00	8,306.00	20,000.00	20,000.00	19,500.00	19,500.00	28,998.95	28,998.95	16,800.99	28,998.95	7,200.00
9.	Pressure Reducing Valve No. 1	1.0 LS	46,500.00	46,500.00	42,156.00	42,156.00	55,000.00	55,000.00	47,000.00	47,000.00	38,024.46	38,024.46	44,736.09	55,000.00	38,024.46
10.	Pressure Reducing Valve No. 2	1.0 LS	45,500.00	45,500.00	42,153.00	42,153.00	51,000.00	51,000.00	47,000.00	47,000.00	38,410.88	38,410.88	44,812.78	51,000.00	38,410.88
11.	12" Coupling - Buried	2.0 EA	175.00	350.00	324.00	648.00	425.00	850.00	370.00	740.00	537.25	1,074.50	366.25	537.25	175.00
12.	6" P.C. Concrete Removal & Replacement	21.0 SY	50.00	1,050.00	43.00	903.00	30.00	1,050.00	80.00	1,680.00	109.06	2,290.26	66.41	109.06	43.00
Grand Total:				266,960.00		260,416.00		301,955.00		288,830.00		257,646.90			

Engineer's Opinion of Probable Construction Cost: \$250,414.50

Date of Letting: October 13, 2004
Time of Letting: 11:00 a.m.
Location: PMR-NRD
HGM Project No. 71613

RESOLUTION NO. 2004-45

COUNCILMEMBER BIFFAR INTRODUCED THE FOLLOWING RESOLUTION:


WHEREAS, the Papio-Missouri River Natural Resources District has proposed to the City of Blair, Nebraska that it desires to hire Pospichal Construction for the construction of the new south pump station as part of the Washington County Rural Water System No. 2.

WHEREAS, the proposal of the Papio-Missouri River Natural Resources District to hire Pospichal Construction to construct the south pump station is acceptable to the Mayor and City Council of the City of Blair.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BLAIR, NEBRASKA, that the proposal of the Papio-Missouri River Natural Resources District to hire Pospichal Construction to construction the south pump station is hereby approved by the City of Blair, Nebraska.

COUNCIL MEMBER ABBOTT MOVED THAT THE RESOLUTION BE ADOPTED AS READ, WHICH SAID MOTION WAS SECONDED BY COUNCIL MEMBER FANOELE. UPON ROLL CALL, COUNCIL MEMBERS STEWART, SCHEVE, SHOTWELL, FANOELE, MCMANIGAL, ABBOTT, WOLFF AND BIFFAR VOTING AYE AND COUNCIL MEMBERS NONE VOTING NAY, THE MAYOR DECLARED THE FOREGOING RESOLUTION PASSED AND APPROVED THIS 26TH DAY OF OCTOBER, 2004.

CITY OF BLAIR, NEBRASKA

BY 
JAMES E. REALPH, MAYOR

MEMORANDUM

TO: Programs, Projects and Operations Subcommittee

FROM: Dick Sklenar

SUBJECT: Bid Opening for Washington County Rural Water System No. 2

DATE: November 1, 2004

Bids were opened on October 27, 2004, regarding construction of the distribution system for the District's Washington County Rural Water System No. 2. There was a great deal of interest by contractors to bid on this work and they are as follows:

NAME OF FIRM	SUBMITTED BID	SUBMITTED BID BOND
1. Roloff Construction	\$3,263,204.61	Yes
2. Penro Construction	\$3,060,110.78	Yes
3. Heimes Construction	\$3,713,799.83	Yes
4. Eatherly Constructors Inc.	\$2,812,693.45	Yes
5. Luxa Construction	\$3,469,133.41	Yes
6. Carstensen Construction	\$3,452,505.06	Yes
7. BRB Constructors	\$2,535,255.26	Yes

The engineers estimate (HGM Associates Inc.), of probable cost for the distribution system was \$2,797,271.61. It is their recommendation that the contract be awarded to BRB Constructors (see letter of recommendation attached).

It is recommended that the Subcommittee recommend to the Board of Directors that the General Manager be authorized to execute a contract for construction of the distribution system for Washington County Rural Water System No.2 with BRB Constructors in the amount of \$2,535,255.26.

hgm
ASSOCIATES INC.

October 28, 2004

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

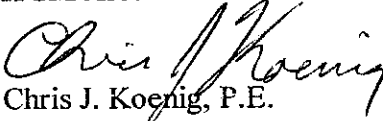
Subject: Washington County Rural Water System No. 2
Distribution System
HGM Project No. 71613
Bid Recommendation

Dear Mr. Sklenar:

Bids were received on October 27, 2004 for the construction of the proposed Distribution System for Washington County Rural Water System No. 2. Seven bids were received. A copy of the bid tabulation is attached.

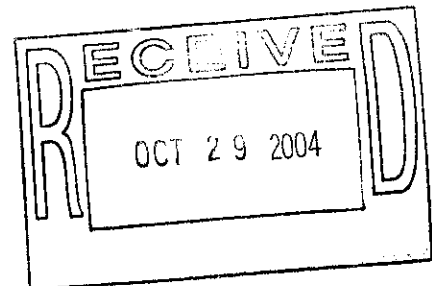
We recommend the contract for the distribution system construction be awarded to the low bidder, BRB Contractors, Inc. in the amount of \$2,535,255.26. The bid by BRB is less than the Engineer's opinion of costs and BRB is an experienced rural water contractor.

Sincerely,
HGM Associates Inc.


Chris J. Koenig, P.E.
Project Manager

Attachment

Mr. Allen Schoemaker, City of Blair



TABULATION OF BIDS

Project: Washington County - Distribution System

Blair, Nebraska

HGM Associates Inc.
5025 S. 114th Street, Suite 206
Omaha, NE 68137

Item #	Description	Engineers Opinion of Probable Construction Cost			Relief Omaha, NE			Penco Construction Pender, NE			Heimerl Cap Omaha, NE			Eckhart Construction, Inc. Garden City, KS			BRB Contractors Topinka, KS			Luna Construction Blair, NE			Carmon Construction Pipestone, MN			HIGH UNIT PRICE	LOW UNIT PRICE	
		Estimated Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price				
1.	12" PVC, C900	12,244.0 LF	20.05	244,880.00	20.64	252,716.16			20.24	247,818.56	25.75	312,283.00	19.20	235,084.80			19.28	236,664.32			19.77	244,112.68	32.75	402,991.00			32.75	402,991.00
2.	12" PVC, C1250	19,194.0 LF	14.50	278,313.00	17.70	339,733.80			16.81	322,631.14	20.10	385,799.40	16.00	307,104.00			15.11	290,012.34			15.99	306,912.06	18.10	347,411.40			18.10	347,411.40
3.	12" PVC, C1250	46,057.0 LF	12.50	575,687.50	15.57	717,029.64			14.56	670,517.12	17.83	821,107.16	13.96	640,122.80			12.80	589,465.60			15.96	755,910.96	15.60	718,411.20			15.60	718,411.20
4.	8" PVC, C1250	18,383.0 LF	9.00	165,447.00	11.80	215,739.40			9.62	175,882.46	12.78	232,662.24	9.00	81,000.00			7.94	145,107.02			10.01	183,012.83	10.20	186,486.60			10.20	186,486.60
5.	8" PVC, C1250	10,671.0 LF	8.00	85,368.00	10.78	115,033.38			8.07	86,114.97	11.48	122,503.08	8.10	86,433.10			6.89	73,923.19			9.61	102,548.31	9.20	98,173.20			9.20	98,173.20
6.	6" PVC, C1250	3,291.0 LF	7.00	23,037.00	5.72	18,824.52			6.65	21,845.15	8.79	28,922.80	6.50	21,391.50			5.44	17,903.04			8.26	27,183.66	8.60	28,302.32			8.60	28,302.32
7.	6" PVC, C1250	8,190.0 LF	6.00	49,140.00	8.30	67,977.00			5.97	49,894.20	8.85	72,481.50	6.00	49,140.00			4.84	39,639.60			7.08	57,957.20	6.70	54,873.00			6.70	54,873.00
8.	4" PVC, C1250	11,265.0 LF	5.00	56,325.00	4.38	49,327.58			4.99	56,327.58	6.97	78,496.14	4.10	46,174.20			3.55	39,960.10			5.38	60,397.56	4.28	48,201.36			4.28	48,201.36
9.	4" PVC, C1250	17,008.0 LF	4.00	68,032.00	4.06	69,052.48			4.21	71,603.68	6.53	111,865.24	3.75	63,780.00			3.26	55,446.08			5.18	88,101.44	4.92	67,311.36			4.92	67,311.36
10.	3" PVC, C1250	22,251.0 LF	3.50	77,878.50	3.91	87,001.41			3.83	85,231.33	6.24	138,846.32	3.00	105,750.00			2.94	103,525.41			4.91	109,255.41	3.30	77,878.50			3.30	77,878.50
11.	3" PVC, C1250	11,510.0 LF	3.50	40,285.00	3.48	40,054.80			3.44	39,994.40	6.65	76,541.50	2.80	9,800.00			2.73	31,422.30			4.81	55,851.10	3.35	38,538.50			3.35	38,538.50
12.	2" PVC, C1250	4,676.0 LF	3.00	14,028.00	3.11	14,631.88			2.85	13,256.50	5.70	26,657.20	2.50	11,690.00			2.39	11,175.64			4.04	14,028.00	3.00	11,175.64			3.00	11,175.64
13.	2" PVC, C1250	6,889.0 LF	3.60	24,800.40	2.98	19,933.22			2.81	18,796.09	5.61	37,522.59	2.45	16,388.05			2.31	15,451.59			4.33	28,963.37	2.90	19,938.10			2.90	19,938.10
14.	12" Valve	19.0 EA	1,200.00	22,800.00	1,573.51	29,996.88			1,100.00	20,900.00	1,202.38	22,845.22	1,500.00	28,500.00			1,560.00	29,640.00			1,463.45	27,443.55	1,575.00	29,925.00			1,575.00	29,925.00
15.	8" Valve	9.0 EA	850.00	7,650.00	1,017.04	9,153.36			640.00	5,760.00	886.45	6,177.87	950.00	8,550.00			930.00	8,550.00			8,207.55	9,111.95	1,000.00	9,450.00			1,000.00	9,450.00
16.	6" Valve	9.0 EA	750.00	6,750.00	811.12	7,300.08			467.00	4,203.00	482.62	4,345.38	650.00	7,650.00			650.00	7,650.00			653.54	5,881.86	830.00	7,650.00			830.00	7,650.00
17.	4" Valve	11.0 EA	650.00	7,150.00	665.82	7,324.02			392.00	4,212.00	398.78	4,386.18	650.00	7,150.00			500.00	5,500.00			543.23	5,975.51	710.00	7,110.00			710.00	7,110.00
18.	3" Valve	22.0 EA	500.00	11,000.00	584.96	12,869.12			375.00	8,250.00	378.14	8,319.08	320.00	7,040.00			480.00	10,560.00			403.06	10,147.32	615.00	13,530.00			615.00	13,530.00
19.	2" Valve	8.0 EA	350.00	2,800.00	433.99	3,391.12			233.00	810.00	218.71	1,760.68	575.00	2,000.00			380.00	3,040.00			406.89	3,594.60	560.00	6,460.00			560.00	6,460.00
20.	End of Line Clearest	35.0 EA	800.00	28,000.00	773.50	27,079.50			720.00	25,200.00	598.59	20,550.61	760.00	26,600.00			640.00	22,400.00			1,222.40	42,784.00	545.00	19,075.00			545.00	19,075.00
21.	Slide Clearest	5.0 EA	1,000.00	5,000.00	917.57	4,587.85			965.00	4,825.00	741.69	3,708.45	750.00	3,750.00			850.00	4,250.00			968.55	4,454.75	700.00	3,500.00			700.00	3,500.00
22.	Highway Crossing, 18" Encasement	8.0 EA	6,000.00	48,000.00	19,659.00	156,872.00			20,101.75	160,814.00	14,828.13	118,625.04	15,000.00	120,000.00			14,000.00	112,000.00			17,782.44	163,532.32	15,000.00	148,000.00			15,000.00	148,000.00
23.	Highway Crossing, 12" Encasement	3.0 EA	4,500.00	13,500.00	11,392.80	34,178.40			12,031.20	36,093.60	4,130.43	12,391.29	7,800.00	23,400.00			5,440.00	16,320.00			7,782.44	23,347.32	6,150.00	18,450.00			6,150.00	18,450.00
24.	Highway Crossing, 10" Encasement	2.0 EA	3,750.00	7,500.00	9,744.00	19,488.00			10,070.00	20,140.00	3,579.74	7,159.48	5,800.00	11,600.00			2,500.00	5,000.00			2,640.07	5,280.14	5,000.00	18,450.00			5,000.00	18,450.00
25.	Highway Crossing, 8" Encasement	3.0 EA	3,500.00	10,500.00	7,795.20	23,385.60			8,170.00	24,510.00	5,611.37	16,834.11	5,800.00	15,000.00			5,200.00	15,600.00			4,068.96	19,055.82	6,150.00	18,450.00			6,150.00	18,450.00
26.	Highway Crossing, 6" Encasement	2.0 EA	3,250.00	6,500.00	5,481.00	10,962.00			6,340.00	12,680.00	3,915.54	7,831.08	4,000.00	8,000.00			2,400.00	4,800.00			3,249.38	6,498.76	4,000.00	16,400.00			4,000.00	16,400.00
27.	Highway Crossing, 4" Encasement	1.0 EA	3,000.00	3,000.00	3,897.00	3,897.00			4,576.00	4,576.00	5,775.05	5,775.05	3,600.00	3,600.00			1,740.00	1,740.00			4,995.96	4,995.96	3,600.00	10,800.00			3,600.00	10,800.00
28.	Road Crossing, No Encasement	60.0 EA	1,800.00	108,000.00	1,400.00	84,000.00			1,000.00	60,000.00	2,030.35	121,871.00	1,000.00	60,000.00			885.00	53,100.00			975.79	58,547.40	1,700.00	102,000.00			1,700.00	102,000.00
29.	Highway Service Crossing	18.0 EA	1,900.00	34,200.00	1,169.00	21,042.00			1,850.00	33,300.00	747.00	13,446.00	600.00	10,800.00			1,965.00	35,370.00			1,372.57	24,705.26	1,000.00	18,000.00			1,000.00	18,000.00
30.	Road Service Crossing, No Encasement	58.0 EA	1,000.00	58,000.00	1,210.56	70,212.48			480.00	27,840.00	814.66	47,213.44	500.00	29,000.00			865.00	50,170.00			692.73	40,178.34	700.00	40,600.00			700.00	40,600.00
31.	Driveway Crossing, Paved	8.0 EA	750.00	6,000.00	1,117.68	8,941.44			600.00	4,800.00	441.28	3,530.24	400.00	3,200.00			1,265.00	10,120.00			867.82	6,942.56	1,500.00	12,000.00			1,500.00	12,000.00
32.	Driveway Crossing	85.0 EA	500.00	42,500.00	627.52	53,339.20			100.00	8,900.00	56.91	4,837.35	400.00	34,000.00			90.00	7,650.00			40.43	3,635.65	1,000.00	9,500.00			1,000.00	9,500.00
33.	Normal Air Release	11.0 EA	800.00	8,800.00	923.89	10,162.79			830.00	9,130.00	754.69	8,303.50	1,000.00	11,840.00			600.00	6,000.00			1,239.24	13,631.64	850.00	9,500.00			850.00	9,500.00
34.	Stream Crossing, 12"	6.0 EA	6,000.00	36,000.00	9,376.14	56,258.84			18,900.00	113,420.00	19,125.90	19,125.90	20,000.00	120,000.00			12,650.00	76,500.00			26,454.80	158,728.80	24,500.00	147,000.00			24,500.00	147,000.00
35.	Stream Crossing, 6"	3.00 EA	5,000.00	15,000.00	6,999.77	20,929.31			5,100.00	17,000.00	7,844.30	23,412.60	13,750.00	41,250.00			4,050.00	20,250.00			7,796.49							

Item #	Description	Estimated Quantities	Engineers Opinion of Probable Constr. Cost			Relief Omaha, NE			Pavement Construction Pender, NE			Haines Corp Omaha, NE			Embarky Constructors, Inc. Garden City, KS			BRE Constructors Topeka, KS			Luxco Construction Blair, NE			Carmichael Contracting Pipestone, MN			AVERAGE UNIT PRICE	HIGH UNIT PRICE	LOW UNIT PRICE
			Unit	Price	Total Price	Unit	Price	Total Price	Unit	Price	Total Price	Unit	Price	Total Price	Unit	Price	Total Price	Unit	Price	Total Price	Unit	Price	Total Price	Unit	Price	Total Price			
45	Pressure Rethreading Valve No 2	1.0 EA	10,000.00		10,000.00	11,223.96		11,223.96	9,480.00		9,480.00	13,582.10		13,582.10	6,000.00		6,000.00	9,725.00		9,725.00	47,338.40		47,338.40	11,600.00		11,600.00	15,564.21	47,338.40	6,000.00
46	5" Hydrant Assembly	19.0 EA	5,000.00		95,000.00	30,915.03		30,915.03	2,285.00		2,285.00	48,618.87		48,618.87	2,500.00		2,500.00	2,800.00		2,800.00	2,479.57		2,479.57	3,000.00		3,000.00	2,577.15	3,000.00	2,285.00
47	Remove & Reset Hydrant	1.0 EA	1,000.00		1,000.00	1,281.40		1,281.40	1,200.00		1,200.00	803.52		803.52	1,200.00		1,200.00	1,600.00		1,600.00	1,678.83		1,678.83	2,000.00		2,000.00	1,386.96	2,000.00	803.52
48	Wet Tap with Valve	1.0 EA	3,000.00		3,000.00	3,515.00		3,515.00	61,106.00		61,106.00	3,236.99		3,236.99	3,500.00		3,500.00	4,000.00		4,000.00	3,359.46		3,359.46	5,000.00		5,000.00	11,959.64	61,106.00	3,236.99
49	4" Directional Bore	1.0 EA	4,500.00		4,500.00	9,068.90		9,068.90	6,900.00		6,900.00	1,377.39		1,377.39	2,000.00		2,000.00	1,730.00		1,730.00	1,501.92		1,501.92	8,000.00		8,000.00	4,368.32	9,068.90	1,377.39
50	Crushed Rock Surfacing, 3/4"	350.0 TON	20.00		7,000.00	6,758.50		6,758.50	13.80		5,580.00	19.89		6,961.50	30.00		10,500.00	31.00		10,850.00	18.98		6,643.00	34.00		11,900.00	24.14	34.00	15.80
51	Fabric Silt Fence	4,000.0 LF	3.00		12,000.00	3,353		14,120.00	2.41		9,640.00	2.53		10,120.00	1.00		4,000.00	1.70		6,800.00	2.36		9,440.00	4.00		16,000.00	2.50	4.00	1.00
52	Remove & Reset Guardrail	850.0 LF	7.00		5,950.00	5,185.00		5,185.00	6.00		5,100.00	15.07		12,809.50	18.00		15,300.00	1.75		1,487.50	5.19		4,411.50	6.00		5,100.00	8.30	18.00	1.75
53	Remove & Replace Pavement	10.0 SY	50.00		500.00	330.80		330.80	40.00		400.00	60.28		602.80	300.00		3,000.00	110.00		1,100.00	75.79		757.90	47.00		470.00	95.16	300.00	33.08
54	Asphalt Millings	40.0 TON	30.00		1,200.00	643.20		643.20	20.00		800.00	12.06		482.40	30.00		1,200.00	40.00		1,600.00	14.72		588.80	28.00		1,120.00	22.98	40.00	12.06
55	Traffic Control Seeding	1.0 LS	15,000.00		15,000.00	5,000.00		5,000.00	20,000.00		20,000.00	9,041.36		9,041.36	3,000.00		3,000.00	1,650.00		1,650.00	65,233.35		65,233.35	15,000.00		15,000.00	16,989.24	65,233.35	1,650.00
56		100.0 AC	200.00		20,000.00	110,800.00		110,800.00	990.00		99,000.00	603.03		60,303.00	250.00		25,000.00	750.00		75,000.00	975.25		97,525.00	400.00		40,000.00	750.90	1,108.00	250.00
Grand Total:					2,664,068.20			3,263,204.61			3,060,110.78			3,713,799.81			2,812,693.45			2,535,255.26			3,469,133.41			3,452,505.06			

• Error in sum

• Error in calculation

Memo to the Programs, Projects, and Operations Subcommittee

Subject: Regency Storm Sewer Project – Request for Additional Funds

Date: November 5, 2004

From: Gerry Bowen

On April 10, 2003, the Board approved a request from the City of Omaha for the Regency Storm Sewer Project under the Urban Drainageway Program. The project will stabilize the outlet of a large storm sewer into the Big Papillion Creek approximately ¼ mile north of Pacific Street. Currently, erosion in this area threatens the NRD's Big Papillion Creek Channel Project, and when installed, will stabilize this reach of the creek.

The cost estimate at the time of approval was \$204,000. Consequently, the NRD approved cost share in the amount of \$122,300 ($\$204,000 \times 0.60$). This amount was budgeted in FY 2004, and carried over into the FY 2005 Budget.

The City recently opened bids on the project and the lowest bid received on the project \$431,150 from Kiewit Western Company (see attached letter). The City is requesting an increase in cost share funds from \$122,300 to \$258,690 ($\$431,150 \times 0.60$), or \$136,390. It is intended that this request will be funded in the FY 2006 Budget.

Management recommends that the subcommittee recommend to the Board that the City of Omaha request for an increase in funds for the Regency Storm Sewer Project from \$122,300 to \$258,690 be approved, and that the additional \$136,390 be included in the FY 2006 Budget.



City of Omaha
Mike Fahey, Mayor

Public Works Department

Omaha/Douglas Civic Center
1819 Farnam Street, Suite 601
Omaha, Nebraska 68183-0601
(402) 444-5220
Telefax (402) 444-5248

Norm Jackman, P.E.
Acting Public Works Director

September 22, 2004

Papio-Missouri River Natural Resources District
8901 S. 154th Street
Omaha, NE 68138-3621

Attn.: Mr. Gerry Bowen

Subject: Regency Storm Sewer Outfall

Dear Gerry:

The City of Omaha received bids on the subject project on September 8th. The engineer's estimate for the project was \$352,583.00. The low bidder on the project was Kiewit Western Co. with a bid of \$431,149.85, which was in excess of \$78,000 over the engineer's estimate.

As you are aware, an agreement was entered into between the City and the NRD to cost share in the project with the NRD contributing 60% of the cost. Unfortunately, at that time, the estimated cost for the project was \$212,000. The planning and engineer's estimates were reviewed to understand why there was such a large discrepancy. What it came down to was a better understanding of the size of structure required to dissipate the energy and prevent further stream bank erosion.

We have had several discussions with the low bidder on the project to see why they were significantly over the City's estimate. The differences came down to the degree of difficulty of the structures and the risk associated with the work as they saw it. We feel that although higher than anticipated, Kiewit's bid is a fair estimate of the cost of the work. This is supported by the bids presented by M.E. Collins and Luxa which were \$532,000 and \$647,180 respectively. We are also of the opinion that significantly lower bids would not be received at a later date or that the structure can be modified enough to get significantly closer to the original estimate.

The City of Omaha would consider moving forward with this project if the NRD would agree to fund 60% of the construction costs including approved change orders. I understand that

this puts you in a difficult position relative to funding. If you wish to discuss this matter, do not hesitate to call me at 444-4911

Respectfully,

A handwritten signature in black ink, appearing to read "Kirk R. Pfeffer", with a long horizontal flourish extending to the right.

Kirk R. Pfeffer, P.E., Design Engineer
City of Omaha Public Works
1819 Farnam Street
Omaha, NE 68183

Cc: Norm Jackman, P.E., Acting Public Works Director
Bob Hamer, Deputy City Attorney



City of Omaha
Mike Fahey, Mayor

February 19, 2003

Public Works Department

Omaha/Douglas Civic Center
1819 Farnam Street, Suite 601
Omaha, Nebraska 68183-0601
(402) 444-5220
Telefax (402) 444-5248

Norm Jackman, P.E.
Acting Public Works Director

Mr. Gerry Bowen
Papio-Missouri River Natural Resources District
8901 South 154th Street
Omaha, Nebraska 68138-3621

RE: **OPW 50029 Regency Storm Outlet Re-construction**
East Bank Tributary of the Big Papillion Creek
approximately... 300' Downstream (East) of I-680

Dear Mr. Bowen:

Enclosed please find a Special Project Request Application for the above project. This project addresses the high velocities associated with the existing 108" diameter system, which discharges into the Big Papillion Creek north of Pacific Street.

We are asking your consideration of our financial assistance request for the project under the Urban Drainageway Program. The financial assistance would be in the area of project costs. An estimate of the potential project cost is being provided, together with a graphic illustrating the project location. The costs have been broken down to reflect a requested \$122,300 (60% cost share) toward the project which we feel would qualify under the "Eligible Measures" definition of the program.

Currently, our staff is preparing the preliminary plan in anticipation of bidding the project this fall. Title Searches have been completed and our Right of Way staff will be preparing documents for securing those necessary Temporary Easements to perform the work.

Should a favorable consideration be forthcoming, it is anticipated that project construction could be undertaken late this fall, possibly beginning in October and continuing through November.

If you have questions or require further information please feel free to contact me at 444-5100.

Sincerely,

Scott McIntyre, P.E.
Design Engineer

Enclosures
ag/sm

URBAN DRAINAGEWAY PROGRAM

SPECIAL PROJECT REQUEST APPLICATION

1. Date: **FEBRUARY 19TH, 2003**
2. Project Name: **REGENCY STORM OUTLET RE-CONSTRUCTION**
3. Project Sponsor: **CITY OF OMAHA – PUBLIC WORKS DEPARTMENT**
- Address: **SUITE 604**
1819 FARNAM STREET
- City/State/Zip: **OMAHA, NEBRASKA 68183**
4. Contact Person: **SCOTT McINTYRE** Title: **DESIGN ENGINEER**
5. Telephone: **(402) 444-5100**
6. Project Location: **East Bank Tributary of the Big Papillion Creek**
approximately . . . 300' Downstream (East) of I-680
within S.W.¼ SECTION 21, T-15-N, R-12-E

7. Description of Problem:

Urbanization of this watershed is reaching an ultimate development stage. Periodic high-level discharges at the existing 108" outlet can be anticipated to occur with an increase of regularity. The outlet velocities associated with these discharges are creating undercutting problems within the B.P.C. (Big Papillion Creek). The low flow area of the Creek is lined with rock riprap throughout this reach. High velocity discharges are now displacing the rock riprap lining immediately below the 108" location. Undercutting of the west channel bank (opposite and also downstream of the outlet) has begun. The proximity of the existing outlet structure to the east toe of the Creek does not offer sufficient distance to affect any reasonable level of reduction of these outlet velocities.

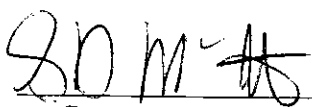
8. Proposed Solution:

Several modifications to the system/outlet were considered. Internal baffles constructed within the 108" pipe (under its present configuration) are deemed too restrictive to the over all performance of the system. Removal of the outlet and a portion of pipe to accommodate a longer run-out channel entering the Creek would require the permanent removal of the benched area along the east side of the creek at this location. This would severely limit the ability to move equipment and materials along the east bank of the creek during future maintenance efforts.

The proposed option is to totally re-construct the outlet portion of the system in a manner that permits retaining the present bench area within the Creek. This would help to avoid expensive reconstruction of large segments of the Trail system in the event that channel work became necessary at some future date.

The project would include the construction of a transitional splitter section between the 108" pipe and the outlet to affect an approximate 30% initial reduction of excessive outlet velocities.

An impact/stilling basin would also be constructed downstream of the splitter to bring the anticipated outlet velocities within acceptable limits.

9. Total Estimated Cost: \$ 204,000
10. Cost Share Request: \$ 122,300
11. Signature /Title: 
Scott McIntyre, P.E. Design Engineer

EMERGENCY OUTLET CONSTRUCTION

02/19/03

B.P. XVI

TEMPORARY ACCESS
AND
LOW LEVEL CROSSING

SPLITTER SECTION
W/ IMPACT STILLING BASIN
RETAIN BERM IN PLACE

680

108" RCP

705

CREEK

PAPILLION

BIG

STAGING
AREA

25' INCREASE & 20 FEET

EXISTING RED WOOD ROAD

107TH AVE.

PACIFIC

STREET

Memorandum

To: PPO Subcommittee
From: Paul Woodward, Water Resources Engineer
Date: November 8, 2004
Re: Flood Mitigation Planning and Mapping Assistance for Blair

The District received the enclosed application from the City of Blair for financial and technical assistance from the District to prepare a flood mitigation plan and revise their existing floodplain map. An agreement between Blair and the NRD has been drafted and is enclosed for your consideration. Major provisions of this agreement are as follows:

- Blair would retain an engineering consultant to perform the study and prepare the flood mitigation plan. The attached draft scope of work has been prepared by Blair for this project and any changes are subject to the District's approval.
- The District will cost-share 50/50 with Blair on project costs not covered by federal or state funding up to a maximum of \$25,000.

As required by the District's program, Blair has also worked with the Department of Natural Resources to secure Flood Mitigation Assistance from the state to develop an All-Hazards Mitigation Plan. A copy of an agreement for this funding is also attached.

In summary, the District would provide financial assistance for 50% of the non-federal and non-state (local) cost up to a maximum of \$25,000 to prepare a flood mitigation plan and revise floodplain maps within the corporate limits of Blair.

Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute the Agreement with the City of Blair for Flood Mitigation and Mapping Assistance not to exceed \$25,000.



CITY OF BLAIR

May 17, 2004

Paul Woodward
Papio-Missouri River Natural Resources District
8901 South 154th Street
Omaha, NE 68138-3621

RE: Flood Mitigation Assistance Program

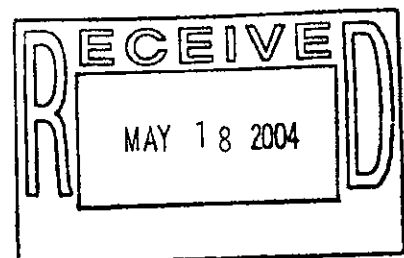
Dear Mr. Woodward:

Enclosed please find an application for your Flood Mitigation Planning and Mapping Assistance program. The City of Blair is requesting \$25,000 for fiscal year 2005. This funding will assist the city in developing a master storm water plan to address current storm water issues and plan for future development of the city.

If there are any questions, please do not hesitate to call me at 426-4191.

Sincerely,

Allen Schoemaker
Public Works Director



17.39 E.1

**PAPIO-MISSOURI RIVER
NATURAL
RESOURCES
DISTRICT**



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

**FLOOD MITIGATION PLANNING AND MAPPING
ASSISTANCE APPLICATION**

Applicant: CITY OF BLAIR

Address: 218 SOUTH 16TH STREET

City, State: BLAIR, NE Zip Code: 68008

Applicant Representative: ALLEN SCHOEMAKER Phone: 426-4191

Title: DIRECTOR OF PUBLIC WORKS

NFIP Community Number: 310228 NFIP Status IN GOOD STANDING

The applicant is applying for assistance to:

- ☒ Prepare a Flood Mitigation Plan
- ☐ Prepare or revise NFIP Flood Hazard Studies and Maps

Total Estimated Cost: \$75,000

Total Cost Share Requested: \$25,000

The applicant does hereby apply for Flood Mitigation Planning and Mapping Assistance and agrees to comply with all requirements of the District's Program.

Applicant Signature: [Signature] Date: 5/11/04

Title: Mayor

The District does hereby agree to comply with all requirements of the District's Program and reimburse the applicant 50% of the local (non-federal or non-state) cost up to the total cost share requested above.

P-MRNRD Signature: _____ Date: _____

Title: _____

Urban Storm Drainage Study Blair, Nebraska

DESCRIPTION

Continued development within the contributing drainage basin areas in the City of Blair has caused increased flooding and drainage concerns. The City of Blair has identified the need for an Urban Storm Water Drainage Study to identify the areas of concerns and potential improvements within the City limits. The Urban Drainage Study includes the analysis of alternates to decrease the frequency of overland flooding. The limits of the study will be the Corporate Limits of the City of Blair. The undeveloped land parcels within the study area will be projected with future development as indicated in the most current City Comprehensive Plan.

BASIC SERVICES OF THE ENGINEER

- A. The Engineer shall perform the following Basic Services with respect to the Project:

Project Management

1. Initial Kick-Off Meeting
A meeting will be scheduled before project work begins to encourage the Owners' staff and officials input and to provide for the exchange of ideas and information relative to the study. The objective of this meeting is to develop a clear understanding of the project scope of services, criteria and expectations, obtain background information and refine the project schedule.
2. Periodic Review Meetings
Periodic review meetings will be established with the Owner to discuss the status and progress of the project. Meetings will be scheduled at the 35%, 70% and 90% milestones to review progress and status of the project. Once the Engineer has reached the 90% milestone a presentation will be given by the Engineer to the city council for their review and input on the conclusions of the study.
3. On-Going Project Communications and Correspondence
The Engineer will maintain frequent communications with Owners' staff and committees. Project documentation and correspondence will be produced as necessary and filed for the record.
4. Maintain Project Schedule
The project is to be completed in accordance with the schedule established. The Engineer will report on the status of the project schedule at four-week intervals; and at appropriate intermediate intervals, as needed. The project is anticipated to begin in April 2005 and be completed within six (6) months once started.
5. Submittals

- a. Preliminary Draft Drainage Study
The preliminary draft will include a summary of the information developed for the existing system, will summarize the projected flows and will include a summary of the anticipated improvements required.
- b. Final Drainage Study and Report
The final report will incorporate changes requested by the City and review agencies following review of the preliminary draft of the report.

Urban Drainage Study

1. *Background Investigations* -The Engineer will collect background information available from the City of Blair and Washington County concerning the project and study area. This information shall include drainage basin maps, drainage system maps, previous studies, etc. that may be pertinent to the Study.
2. *Field Survey Information* – It is not anticipated that there will need to be any significant field work for this project. The Engineer will utilize the Blair GIS system which has the city's current drainage system including inlet inverts & locations, pipe sizes & lengths and manhole inverts & locations.
3. *Watershed Basin Map* - The Engineer will update the city's watershed basin map for the contributing areas within each sub-drainage area. The contributing drainage areas outside of the City Corporate limits that flow through the City will be included in the study, to determine contributing flows.
4. *Existing Runoff Calculations* – The Engineer will calculate the existing runoff for the 5 and 10-year storm events for mechanical storm sewers and 50 and 100-year storm events for waterways using the best currently available information for rainfall intensities and other hydrologic conditions.
5. *Future Runoff Conditions* – The Engineer will calculate the anticipated future runoff conditions based on a fully developed watershed in accordance with the City Comprehensive Plan that is currently being updated and the current County planning criteria for contributing drainage areas.
6. *Flood Mitigation*- The Engineer will develop a flood mitigation plan pursuant to the PMRNRD requirements for the city and planning area. This work shall include the following:
 - a. Field survey to verify stream channel cross sections in critical locations;
 - b. Detailed Hydraulic Analysis;
 - c. Floodplain Delineation;
 - d. Evaluation of Mitigation Alternatives;
 - e. Preparation of a Mitigation Study Report;
 - f. Responding to FEMA Comments
7. *Existing Conveyance System Capacity* – The Engineer will calculate the existing storm conveyance system design capacity based on the results of the study of the city and planning area based on existing development and storm sewer system and the future development of the city. Also included will be an evaluation of the existing waterways within the city and the city's planning area based on the results of the study.

8. *Identify Deficiencies* – The Engineer will identify areas of storm conveyance and waterway deficiencies based on the future runoff conditions and the existing conveyance capacities determined above.
9. *Detention/Retention Alternatives* – The Engineer will review the feasibility of retention and detention basins in the study area to reduce contributing flows to the system.
10. *System Alternatives* – The Engineer will review open channel versus enclosed storm sewer system alternatives available to address deficiencies in the system.
11. *Permitting Requirements* – The Engineer will identify typical permitting requirements associated with the alternatives being considered.
12. *Recommendations* – The Engineer will recommend improvement alternatives and illustrate the alternatives on available aerial photo maps.
13. *Construction Cost Estimates* – The Engineer will prepare construction cost estimates for the alternatives evaluated for system improvements.
14. *Study Report* – The Engineer will prepare and submit 15 copies of the drainage study report which will include the following information:
 - a. Introduction, Purpose and Scope of Study
 - b. Summary of Conclusions and Recommendations
 - c. Alternatives for Each Design Frequency
 - d. Project Benefits
 - e. Permitting Requirements
 - f. Construction Cost Estimates
 - g. Project Assumptions and Calculations

AGREEMENT
BETWEEN
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
AND
THE CITY OF BLAIR, NEBRASKA

FLOOD MITIGATION PLANNING AND MAPPING ASSISTANCE

THIS AGREEMENT is made and entered into by and between the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, a subdivision of the State of Nebraska (hereinafter referred to as the “NRD”), and the CITY OF BLAIR, NEBRASKA, a political subdivision of the State of Nebraska (hereinafter referred to as the “CITY”).

RECITALS:

WHEREAS, the NRD has established a Flood Mitigation Planning and Mapping Assistance Program (hereinafter referred to as “the PROGRAM”), to provide technical and financial assistance to governmental entities within the NRD and to help identify flood prone areas and plan projects to reduce flood risk and damage; and,

WHEREAS, assistance under the PROGRAM requires sponsorship by a city, town, village, county, municipality or other unit of local government with the authority and capability to carry out the Flood Mitigation Plan and/or adopt any new or revised National Flood Insurance Program (NFIP) Flood Hazard Studies and Maps; the sponsor must participate in the NFIP and be in “good-standing” status; and, flood mitigation planning and floodplain mapping assisted under the PROGRAM must conform with all federal, state and local laws, standards or guidelines; and,

WHEREAS, the CITY is eligible for and desires to receive cost-sharing assistance under the PROGRAM for a project to revise the CITY’S flood insurance study and map (hereinafter referred to as “the PROJECT”), as more particularly described in the scope of work for the PROJECT (hereinafter referred to as “the SCOPE OF WORK”), previously submitted to and approved by the NRD, and a true and correct copy of the SCOPE OF WORK is attached hereto as Exhibit “A” and incorporated herein by reference; and,

WHEREAS, under the PROGRAM the sponsor must apply for and receive federal or state cost sharing to assist in the implementation of the PROJECT; and,

WHEREAS, under the PROGRAM the NRD will reimburse a portion of the local (non-federal or non-state) cost of the PROJECT.

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

1. The CITY has applied for and received federal or state cost sharing to assist in the implementation of the PROJECT in accordance with the agreement between the CITY and the Nebraska Department of Natural Resources attached hereto as Exhibit "B" and incorporated herein by reference.
2. The CITY shall retain such consultants and other personnel, at the CITY'S own discretion and expense, as may be needed to perform the PROJECT.
3. Through its consultants and other personnel, the CITY, at the CITY'S own discretion and expense, shall perform the PROJECT in accordance with the SCOPE OF WORK.
4. Prior to implementing the same for the PROJECT, the CITY shall submit in writing to the NRD, and obtain the NRD'S approval of any revisions in the SCOPE OF WORK, and approval of PROJECT plans, reports, maps, specifications, and implementation schedules.
5. The NRD shall reimburse the CITY 50% of the non-federal and non-state portion of the cost of the PROJECT, such NRD share to not in any event exceed the sum of \$25,000.00, the NRD's reimbursement payment(s) to the CITY will be made within 45 days following the receipt of a written request for actual costs incurred.
6. Any NRD reviews of the SCOPE OF WORK, and NRD reviews of PROJECT plans, reports, maps, specifications, and implementation schedules, shall be performed by the NRD without unnecessary delay.
7. Upon completion of the PROJECT, the CITY shall promptly implement or adopt the Flood Mitigation Plan and/or any new or revised NFIP Flood Hazard Studies and Maps that result from the PROJECT.
8. The CITY shall indemnify and hold the NRD harmless from and against all liability and damages resulting from the PROJECT, and from and against all demands, causes of action and claims arising therefrom, except as may be caused solely by the negligence of the NRD, or its agents, representatives, or employees.
9. This agreement shall have permanent duration, commencing upon 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 BLAIR, NEBRASKA, on this _____ day of _____, 2004.

THE CITY OF BLAIR, NEBRASKA

By _____
Mayor

Attest:

CITY CLERK

Executed by the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT on this _____ day of _____, 2004.

PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT

By _____
General Manager

Memorandum

To: PPO Subcommittee
From: Paul Woodward, Water Resources Engineer
Date: November 8, 2004
Re: Dam Site 13 Agreement with Dial Realty Development Corp.

District staff and legal counsel have recently worked with representatives of Dial Realty Development Corporation (Dial) to develop the enclosed agreement for your consideration. This agreement defines the cooperation between the District and Dial to construct the proposed Dam Site 13 on the property west of 192nd between Dodge and Blondo Streets.

The following is a summary of the provisions in the agreement:

- Dial has a written option to purchase the entire development land including that needed for the dam and reservoir for \$53,871.00 per acre.
- The cost for an entire site survey of both the Dial Land and the proposed reservoir of Dam Site 13 will be equally split by Dial and the NRD.
- Dial shall obtain a written option from the original sellers to the NRD to purchase approximately 65 acres for the dam and reservoir at a cost of \$53,871.00 per acre.
- By December 1, 2004, Dial will retain its own engineer to design the development separately with plans subject to review and approval by the NRD.
- By December 15, 2004, the NRD will retain HDR Engineering, Inc. to design the dam and provide construction observation for an estimated fee of \$400,000.
- The NRD will obtain all necessary permits for its project as well as a joint Section 404 permit from the Corps of Engineers for both the NRD and Dial projects.
- By July 1, 2005, Dial will employ a single contractor, subject to approval by the NRD, to construct both the dam and the development. Such contractor will construct the dam according to project plans and specifications from the District's engineer, furnish certificates of all bonds or insurance certificates required by the District, and provide a 1 year warranty on any work performed for the District. In addition, all payments to the contractor or construction change orders which may impact the dam or reservoir are subject to the District's approval. Both the NRD's and Dial's engineers will provide construction observation with open communication of all related construction activities.
- By March 15, 2005, a closing will be held at which time Dial and the NRD will fulfill their respective option agreements to purchase the property. In addition, Dial will grant the District permanent easements to: (1) flow water and sediment on all Dial land below the top of dam, and (2) prohibit the placement of fill or structures below the regulated flood pool.

- Dial and the SID will contribute \$1,000,000 to the NRD on or before the earliest of the following dates: (1) December 15, 2005, (2) 90 days after the SID is formed, or (3) on the date construction of the dam is substantially complete.
- At the time of construction, the NRD shall pay Dial \$2,350,000 which includes \$960,000 for 320,000 cubic yards of cut needed for embankment fill and \$1,390,000 for all other project costs including spillway pipe, drains, seeding, etc. Any embankment fill required above 320,000 cubic yards or any unit costs above \$1,390,000 will be at the sole expense of the NRD. However, the NRD will only pay 20% of the difference for any contract unit costs totaling less than \$1,390,000.
- If Dial or its contractor should fail to perform the work outlined in the agreement, the NRD has the right to take over Dial's permits and contracts to finish the completion of the dam and reservoir.
- Public access will be available on all NRD project land. In addition, the NRD will operate and maintain the dam. It is anticipated that the City of Omaha or the City of Elkhorn will develop and maintain any trail or recreational facilities in the future.

In summary, the NRD would agree to pay Dial \$2,350,000 for construction plus an estimated \$3.5 million for approximately 65 acres of land on which to build Dam Site 13. Dial would in return pay the NRD \$1 million to offset land costs for its proximity to the dam and lake as shown in the table below.

EXPENSE ITEM	COST (IN MILLIONS)	DATE DUE
Land Rights	3.5	March 15, 2005
Engineering	0.4	0.2 in FY 05, 0.2 in FY 06
Construction	2.4	FY 06
SUB-TOTAL	6.3	
Less Dial Contribution	1.0	December 15, 2005
FINAL NRD TOTAL	5.3	

Management recommends that the Subcommittee recommend to the Board that the General Manager be authorized to execute the enclosed Agreement between the District and Dial Realty Development Corp to build Dam Site 13, subject to changes deemed necessary by the General Manager and approval as to form by District Legal Council.

**AGREEMENT
BETWEEN
PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT
AND
DIAL REALTY DEVELOPMENT CORP
RELATING TO
PAPIO DAM SITE 13 PROJECT**

THIS AGREEMENT (hereinafter referred to as “**THIS AGREEMENT**”) is made by and between the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (hereinafter referred to as “the **NRD**”) and **DIAL REALTY DEVELOPMENT CORP**, a Nebraska corporation (hereinafter referred to as “**DIAL**”).

WHEREAS, **DIAL** has a written option (hereinafter referred to as “the **OPTION**”) to purchase a tract of land (hereinafter referred to as “the **OPTION LAND**”), the **OPTION** being described in a document entitled “Purchase Agreement” (hereinafter referred to as “the **OPTION AGREEMENT**”), a true and correct copy of which is attached hereto as **Exhibit “A”** and incorporated herein by reference, the **OPTION AGREEMENT** entitling **DIAL** to purchase from Robert Belgrade and Mark Zalkin, Trustees of the Zalkin Real Estate Trust (hereinafter referred to as “the **SELLERS**”), a tract of land at the southwest corner of 192nd Street and newly-proposed Blondo Street (a new Blondo Street alignment proposed by the City of Elkhorn), in Section 18, Township 15 North, Range 11 East of the 6th P.M. in Douglas County, Nebraska; and,

WHEREAS, a creek (hereinafter referred to as “the **TRIBUTARY CREEK**”), a tributary of the West Papillion Creek, flows through the **OPTION LAND** at or near the formerly-planned location of a flood control dam and reservoir formerly known as Papio Dam Site 13, that was a major component of the original Corps of Engineers’ Papillion

Creek and Tributaries Lakes Project; such Papio Dam Site 13 being an integral part of the planned flood control for the Papillion Creek Watershed; and,

WHEREAS, the NRD desires to purchase a sub-tract of the OPTION LAND (hereinafter referred to as “the **NRD PROJECT LAND**”) and desires to utilize the NRD PROJECT LAND for construction, operation and maintenance of a flood control dam and reservoir (hereinafter referred to as “the **NRD PROJECT**”), the NRD PROJECT essentially substituting for Papio Dam Site 13; and,

WHEREAS, the NRD PROJECT LAND, and the remaining portions of the OPTION LAND (such remaining portions hereinafter being referred to as the “**DIAL PROJECT LAND**”) are conceptually depicted in the diagram entitled “Preliminary Development Site Plan” attached hereto as **Exhibit “B”** and incorporated herein by reference, and will be legally described in the future in a final site survey, as hereinafter provided; and,

WHEREAS, DIAL intends to subdivide, grade and otherwise develop certain private residential improvements (such subdivision, grading and other development hereinafter referred to as “the **DIAL RESIDENTIAL PROJECT**”) in certain (northerly) portions of the DIAL PROJECT LAND (such portions hereinafter being referred to collectively as “the **DIAL RESIDENTIAL LAND**”); and,

WHEREAS, DIAL intends in the future to subdivide, grade and otherwise develop private commercial improvements in the remaining (southerly) portions of the DIAL PROJECT LAND (such portions hereinafter referred to collectively as “the **DIAL COMMERCIAL LAND**”).

WHEREAS, DIAL intends to form a sanitary and improvement district (“**the SID**”) under the laws of the State of Nebraska, to construct, operate and maintain public facilities in the DIAL PROJECT LAND; and,

WHEREAS, the NRD PROJECT consists of a flood control structure (hereinafter referred to as “the **DAM**”) with associated principal and emergency spillways (auxiliary) and outlet channel improvements, and includes an impoundment of water (hereinafter referred to as “the **RESERVOIR**”) upstream of the DAM, the NRD PROJECT being described in the report document entitled “Conceptual Design Re-evaluation Report – Chappel Hill/Elkhorn Dam Site 13, as prepared by HDR Engineering, Inc., dated September 2004 (hereinafter referred to as “the **ALTERNATIVE NO. 2 REPORT**”), a true and correct copy of the ALTERNATIVE NO. 2 REPORT being attached hereto as **Exhibit “C”** and incorporated herein by reference; and,

WHEREAS, the DAM will be designed by the NRD for construction (a) on a tract of land (hereinafter referred to as “the **DAM EASEMENT AREA**”), located on the DIAL COMMERCIAL LAND, pursuant to an easement to be granted by DIAL (hereinafter referred to as “the **DAM EASEMENT**”), and (b) on a tract of land (hereinafter referred to as “the **DAM COMPLEX**”) that shall be more particularly described in the future and that shall be on the NRD PROJECT LAND; and, the RESERVOIR will be designed by the NRD with the principal portion of the RESERVOIR being constructed on a portion of the NRD PROJECT LAND but with a portion of the RESERVOIR being constructed on an additional tract of land (hereinafter referred to as “the **ADDITIONAL RESERVOIR TRACT**”), outside the OPTION LAND, that shall be acquired by the NRD in the future, all configured approximately as depicted in the ALTERNATIVE NO. 2 REPORT; and,

WHEREAS, it is anticipated that a bicycle and pedestrian trail shall be constructed by others in the NRD PROJECT LAND, in the corridor of land between the normal pool of the RESERVOIR (hereinafter referred to as “the **NORMAL POOL**”) and the boundary line of the NRD PROJECT LAND; and,

WHEREAS, construction of the NRD PROJECT will require substantial quantities of earth fill for the DAM embankment and, at the same time, the DIAL PROJECT will create substantial quantities of earth fill; and, as a result, the parties have determined that the fill generated by the DIAL PROJECT can be most economically used for construction of the DAM embankment by having DIAL employ one contractor (hereinafter referred to as “the **GENERAL CONTRACTOR**”) to simultaneously construct both the DIAL PROJECT and the NRD PROJECT, and to utilize such earth fill, or earth fill from the NRD PROJECT LAND, for construction of the DAM in a process that is expected to result in significant savings in construction costs for both the NRD and DIAL; and,

WHEREAS, following its construction, the DIAL PROJECT will be operated and maintained by DIAL and its assignees; and, following its construction, the NRD PROJECT will be operated and maintained by the NRD or other entities, as determined solely by the NRD.

NOW, THEREFORE, the parties agree as follows:

1. SITE SURVEY. On or before December 1, 2004, DIAL and the NRD, jointly, shall retain and, in equal shares, compensate licensed surveyors to prepare a certified site survey (hereinafter referred to as “the **SITE SURVEY**”) showing and including, without limitation, the pre-construction topography of the OPTION LAND and the ADDITIONAL RESERVOIR TRACT (shown with 2 foot contour intervals), the limits of the NRD PROJECT, the existing property lines, the proposed TOP-OF-DAM ELEVATION, and the proposed limits of the NORMAL POOL. The SITE SURVEY also shall contain surveyed legal descriptions for the OPTION LAND, the proposed DIAL PROJECT LAND, the proposed DIAL COMMERCIAL LAND, the proposed DIAL RESIDENTIAL LAND the proposed NRD PROJECT LAND and the proposed DAM EASEMENT AREA. The NRD PROJECT LAND shall consist of 65 acres, or such greater or lesser number of acres of the OPTION LAND as the NRD ENGINEERS determine necessary for the NRD PROJECT; provided, however, that the NRD

PROJECT LAND shall not comprise less than 60 acres nor more than 70 acres of the OPTION LAND. The DAM EASEMENT AREA shall consist of such acres as the NRD ENGINEERS determine necessary for the NRD PROJECT. Upon completion of SITE SURVEY and submission to and approval of the same by DIAL, the SITE SURVEY shall be submitted to the NRD for its written approval, which approval shall not be unreasonably withheld or delayed.

2. PURCHASE OF OPTION LAND. At the CLOSING, simultaneously with DIAL'S purchase from the SELLERS of the DIAL PROJECT LAND pursuant to the OPTION AGREEMENT, DIAL shall take all such actions necessary to obtain a sale and full warranty deed from the SELLERS to the NRD of the NRD PROJECT LAND for the price of \$53,871.00 per acre for each acre within the NRD PROJECT LAND, as the location and composition of such parcel of land is determined pursuant to THIS AGREEMENT and shown in the SITE SURVEY, such purchase to be subject to DIAL'S and SELLER'S compliance with the requirements of a title insurance commitment obtained by the NRD and furnished to DIAL and the SELLERS at least 15 days prior to the CLOSING, and to occur for the same per-acre price as provided by the OPTION AGREEMENT, the form of such deed of the NRD PROJECT LAND to the NRD to be subject in all respects to the prior written approval of the NRD; provided, however, DIAL warrants that, if the average per-acre price paid by DIAL for the DIAL PROJECT LAND is less than the \$53,871.00 average per-acre price now provided by the OPTION AGREEMENT, the per-acre price paid by the NRD to the SELLERS for the NRD PROJECT LAND pursuant to THIS AGREEMENT shall not exceed such lesser per-acre price paid by DIAL for the DIAL PROJECT LAND, and DIAL shall refund to the NRD any difference. Such full warranty deed shall convey to the NRD good, marketable and insurable fee simple title to the NRD PROJECT LAND, free and clear of all taxes, special assessments, leases, easements and other liens and encumbrances, excepting current year real estate taxes (pro-rated between the DIAL PROJECT LAND and the NRD PROJECT

LAND on an acreage basis, and further pro-rated between SELLERS and the NRD to the date of CLOSING) and excepting the following: _____. In the title insurance commitment and policy obtained by DIAL for its purchase of the DIAL PROJECT LAND from the SELLERS, the NRD shall be named as an additional insured with respect to the NRD'S easement interests in the DIAL PROJECT LAND hereinafter described in THIS AGREEMENT, and copies of such commitment and policy shall be furnished to the NRD without further consideration.

2. DIAL ENGINEERS. Subject to the NRD'S approval (such approval to be granted, or refused for good cause, within 30 days of DIAL'S written notification to the NRD of its intent to retain the same, or else such approval shall be presumed), and on or before December 1, 2004, DIAL shall retain registered professional (licensed) engineers (hereinafter referred to as "the **DIAL ENGINEERS**"), who will be compensated by DIAL and who, on or before March 1, 2005, will prepare:

a) Final grading plans and specifications for construction of the DIAL PROJECT on the DIAL PROJECT LAND (hereinafter referred to as "the **DIAL PROJECT PLANS AND SPECIFICATIONS**"); and,

b) The preliminary plat for the subdivision on the DIAL PROJECT LAND.

3. DIAL PROJECT PLANS AND SPECIFICATIONS. The DIAL PROJECT PLANS AND SPECIFICATIONS shall provide for:

a) Grading so that the ground surface of all DIAL PROJECT LAND is above 1,174.0 feet above mean sea level referenced to the National Geodetic Vertical Datum of 1929 (hereinafter referred to as "the **NGVD**"); and,

b) A roadway (hereinafter referred to as ("the **ENTRANCE ROADWAY**")) for a paved street to be constructed by DIAL on the DAM, extending from 192nd Street and serving the DIAL COMMERCIAL LAND.

4. NRD ENGINEERS. On or before December 15, 2004, the NRD shall retain HDR Engineering, Inc. (hereinafter referred to as “the **NRD ENGINEERS**”), who will be compensated by the NRD and who, on or before March 1, 2005, will prepare final plans and specifications (hereinafter referred to as “the **NRD PROJECT PLANS AND SPECIFICATIONS**”) for construction of the NRD PROJECT on the NRD PROJECT LAND and on the ADDITIONAL RESERVOIR TRACT.

5. NRD PROJECT PLANS AND SPECIFICATIONS. The NRD PROJECT PLANS AND SPECIFICATIONS shall be subject to the following:

a) The DAM IMPROVEMENTS shall be designed in substantial conformance with the ALTERNATIVE NO. 2 REPORT; and,

b) The ground surface elevation of the top of the DAM shall be approximately **1,180.0 feet** above mean sea level, NGVD (hereinafter referred to as “the **TOP-OF-DAM ELEVATION**”); and,

c) The design elevation of the NORMAL POOL of the DAM shall be approximately **1,165.0 feet** above mean sea level, NGVD; and,

d) The design storage volume of the RESERVOIR between the NORMAL POOL elevation and elevation **1,174.0 feet** above mean sea level, NGVD (which the parties agree is 1 foot above the mean sea level elevation of the design 500-year flood pool of the RESERVOIR) shall be approximately **700 acre-feet**; and,

e) The design storage volume of the RESERVOIR between the NORMAL POOL elevation and elevation **1,180.0 feet** above mean sea level, NGVD, shall be approximately **1,365 acre-feet**; and,

f) The boundaries between the NRD PROJECT LAND and the DIAL PROJECT LAND, adjacent to the NORMAL POOL, shall be established at approximately design contour **1,174.0 feet** above m.s.l., NGVD. On the northerly side of the DIAL PROJECT, adjacent to the DIAL RESIDENTIAL LAND, such

boundaries shall be approximately **100** feet landward from the designed limits of the NORMAL POOL. On the southerly side of the DIAL PROJECT, adjacent to the DIAL COMMERCIAL LAND, such boundaries shall be established at such distance landward from the design limits of the NORMAL POOL as to accommodate a bicycle and pedestrian trail within the corridor of land thus established and minimize the need for shoreline protection; and

g) The maximum slope below the NORMAL POOL shall be **6:1**;

h) The centerline of the DAM shall be aligned approximately as depicted in the ALTERNATIVE NO. 2 REPORT; and,

i) The DAM will be located on the DAM EASEMENT AREA and DAM COMPLEX; and,

j) The emergency spillway of the DAM shall be located on the northerly side of the DAM, substantially as depicted in the ALTERNATIVE NO. 2 REPORT; and,

k) The NRD PROJECT PLANS AND SPECIFICATIONS shall include, without limitation, operation and maintenance manuals for the DAM and RESERVOIR, providing, among other things, guidelines for the NRD's discretionary regulation of the DAM'S outlet works and regulation of the level of the normal pool of the RESERVOIR for maintenance or repair of the DAM, for removal of accumulated silt, or for other purposes that the NRD from time to time deems necessary.

6. APPROVAL OF DIAL PROJECT PLANS AND SPECIFICATIONS.

Upon DIAL ENGINEERS' completion of the DIAL PROJECT PLANS AND SPECIFICATIONS, and after submission to and approval of the same by DIAL, the DIAL PROJECT PLANS AND SPECIFICATIONS shall be submitted to the NRD for its written comments and shall be subject to the NRD'S written approval of those portions

of the DIAL PROJECT involving work on the DIAL PROJECT LAND below the TOP-OF-DAM ELEVATION and involving the ENTRANCE ROADWAY, such approval to be granted, or refused for good cause, within 30 days of DIAL'S written submission of such plans to the NRD, or else such right to approve such plans shall be deemed to have been waived. All future plans and specifications that affect the NRD PROJECT (e.g. the location of storm sewers intended to outlet into the RESERVOIR) shall be submitted to the NRD for its written comments and shall be subject to the NRD'S written approval. Such approval shall not for any purpose be construed as participation by the NRD in DIAL'S design process nor result in liability on the part of NRD for any negligence in the design of the DIAL PROJECT.

7. COMMENTS ON NRD PROJECT PLANS AND SPECIFICATIONS.

Upon the NRD ENGINEERS' completion of the NRD PROJECT PLANS AND SPECIFICATIONS, and after submission to and approval of the same by the NRD, the NRD PROJECT PLANS AND SPECIFICATIONS shall be submitted to DIAL for its written comments, such comments to be provided to the NRD within 30 days of the NRD'S written submission of such plans to DIAL, or else the right to make such comments shall be deemed to have been waived. Such comments shall not for any purpose be construed as participation by DIAL in the NRD'S design process nor result in liability on the part of DIAL for any negligence in the design of the NRD PROJECT.

8. SEALED PLANS AND SPECIFICATIONS. Upon receipt by the NRD of DIAL'S written comments on the NRD PROJECT PLANS AND SPECIFICATIONS, or upon DIAL'S waiver of the right to comment thereon, and after the NRD'S action on any such comments, the NRD ENGINEERS shall prepare and deliver to DIAL a sealed (certified) set of the NRD PROJECT PLANS AND SPECIFICATIONS.

9. PERMITS. NRD, at its sole cost and expense, shall timely obtain all permits, including without limitation water rights, and permits or consents from the Corps of Engineers or other federal, state or local agencies, as may be required for construction of

the NRD PROJECT; provided, however, a Section 404 Permit shall be applied for jointly by DIAL and the NRD, and DIAL shall reimburse the NRD for that respective proportion of the NRD's reasonable outlays for the preparation and presentation of the Section 404 Permit application, and for any mitigation required to satisfy such permit, which the NRD reasonably determines results from conditions existing on the DIAL PROJECT LAND.

10. CONSTRUCTION OF FACILITIES. On or before July 1, 2005, DIAL will award a single construction contract (hereinafter referred to as "the **CONSTRUCTION CONTRACT**") with a contractor qualified to act as the GENERAL CONTRACTOR, approved in writing by the NRD, the **CONSTRUCTION CONTRACT** to provide for the simultaneous construction by the GENERAL CONTRACTOR of the NRD PROJECT and the DIAL PROJECT in accordance with the following, to-wit:

a) The form of the document used for the **CONSTRUCTION CONTRACT** (hereinafter referred to as "the **CONSTRUCTION CONTRACT FORM**") shall be the "Suggested Form of Agreement Between Owner & Contractor," Document No. C-520 (2002), issued by the Engineers Joint Contract Documents Committee of the National Society of Professional Engineers (hereinafter referred to as "**EJCDC**"), together with the EJCDC (2002) forms for Standard General Conditions of the Construction Contract, Bid Bond, Construction Performance Bond, Construction Payment Bond, and other purposes for which EJCDC (2002) forms are available.

b) **THIS AGREEMENT** shall be incorporated in the contract documents for the **CONSTRUCTION CONTRACT**, shall be made a part and provision thereof by reference, shall govern and limit the **CONSTRUCTION CONTRACT** and the parties thereto, and the provisions of **THIS AGREEMENT** shall be construed as having priority over any provision of the **CONSTRUCTION CONTRACT** that may be in conflict with **THIS AGREEMENT**.

c) Any Supplementary Conditions or other amendments to the CONSTRUCTION CONTRACT relating in any way to the NRD PROJECT, or relating to any portion(s) of the DIAL PROJECT located below the TOP-OF-DAM ELEVATION, shall be submitted to and be subject to the prior written approval of the NRD ENGINEERS endorsed thereon, such approval(s) to be granted, or refused for good cause, within 30 days of DIAL'S written submission to the NRD of such Supplementary Conditions or other amendments to the CONSTRUCTION CONTRACT, or else such the right to approve the same shall be deemed to have been waived.

d) Bonds and insurance certificates requested by the NRD on the NRD PROJECT shall be furnished by the GENERAL CONTRACTOR in connection with the CONSTRUCTION CONTRACT, and the sureties and insurers thereon shall be subject to the prior written approvals of the NRD, such approvals to be granted, or refused for good cause, within 30 days of DIAL'S written submission to the NRD of such bonds or insurance certificates, or else such the right to approve the same shall be deemed to have been waived.

e) The NRD PROJECT shall be constructed by the GENERAL CONTRACTOR in strict accordance with the sealed set of NRD PROJECT PLANS AND SPECIFICATIONS delivered to DIAL by the NRD ENGINEERS, as provided, above, together with any addenda thereto that may be approved by the NRD ENGINEERS prior to such contract award to the GENERAL CONTRACTOR, and together with any change orders that may be approved by the NRD ENGINEERS after such contract award, it being understood and agreed that any changes in the NRD PROJECT PLANS AND SPECIFICATIONS relating in any way to the NRD PROJECT, or relating to portion(s) of the DIAL PROJECT located below the TOP-OF-DAM ELEVATION, that are made without the NRD'S ENGINEER'S prior approval shall be void for all purposes.

f) The portion(s) of the DIAL PROJECT below the TOP-OF-DAM ELEVATION shall be constructed by the GENERAL CONTRACTOR in strict conformance with the DIAL PROJECT PLANS AND SPECIFICATIONS, as approved by the NRD ENGINEERS.

g) The validity of any amendment(s) to the DIAL PROJECT PLANS AND SPECIFICATIONS for any portion of the DIAL PROJECT below the TOP-OF-DAM ELEVATION that may be issued prior to such contract award shall be subject to prior written approval by the NRD ENGINEERS; and, after such contract award, the validity of any change orders modifying the DIAL PROJECT PLANS AND SPECIFICATIONS for any portion of the DIAL PROJECT below the TOP-OF-DAM ELEVATION also shall be subject to the prior written approval of the NRD ENGINEERS.

11. CONSTRUCTION OBSERVATION. DIAL shall retain the DIAL ENGINEERS to observe the GENERAL CONTRACTOR'S construction of the DIAL PROJECT and the NRD shall retain the NRD ENGINEERS to observe the GENERAL CONTRACTOR'S construction of the NRD PROJECT. The NRD ENGINEERS and DIAL ENGINEERS' officers, employees and agents shall be given unimpeded access to the DIAL PROJECT LAND and the NRD PROJECT LAND at all reasonable hours. and the NRD ENGINEERS shall receive from DIAL, contemporaneously with their issuance, copies of all written communications issued by DIAL, the DIAL ENGINEERS and/or the GENERAL CONTRACTOR pertaining to construction of portions of the DIAL PROJECT that may in any way affect the NRD PROJECT, including but not limited to opinions by the DIAL ENGINEERS as to percentage of completion and substantial completion of the DIAL PROJECT.

12. COMPLETION OF CONSTRUCTION. The NRD ENGINEERS shall be the sole judge of the completion by the GENERAL CONTRACTOR of the NRD PROJECT and of conformance of the GENERAL CONTRACTOR'S work with the

requirements of the sealed set of NRD PROJECT PLANS AND SPECIFICATIONS, as the same may be amended with approval of the NRD ENGINEERS, as described above. DIAL ENGINEERS shall be the sole judge of the completion by the GENERAL CONTRACTOR of the DIAL PROJECT and of conformance of its construction with the requirements of the DIAL PROJECT PLANS AND SPECIFICATIONS, subject to prior approvals by the NRD ENGINEERS with respect to completion of portion(s) of the DIAL PROJECT located below the TOP-OF-DAM ELEVATION.

13. CLOSING. On or before March 15, 2005, or at such other time as may be agreed upon in writing, the parties to THIS AGREEMENT shall conduct a real estate closing (hereinafter referred to as “the **CLOSING**”), hereinafter described, at the office of the title company pursuant to the OPTION AGREEMENT.

14. EASEMENTS. At the CLOSING hereinafter provided, and without further consideration, DIAL shall grant to the NRD the following permanent easements and restrictive covenants, to-wit:

a) A permanent easement and restrictive covenant granting to the NRD the perpetual right to flow waters and sediment upon, and inundate all those portions of the DIAL PROJECT LAND which, at once, are located within the watershed of the DAM and have a ground surface elevation that is less than the TOP-OF-DAM ELEVATION; and prohibiting the placement of fill in such portions of the DIAL PROJECT LAND in amounts that exceed the amounts of fill removed therefrom, in order to insure that there is no net loss of design storage volume of the RESERVOIR.

b) A permanent easement and restrictive covenant granting to the NRD the perpetual right to flow waters and sediment upon and inundate all portions of the DIAL PROJECT LAND (hereinafter referred to as “the **REGULATED FLOOD POOL**”) which, at once, are located within the watershed of the DAM and have a ground surface elevation lower than 1,174.0 feet above mean sea level, NGVD

(which the parties agree is 1 foot above the mean sea level elevation of the design 500-year flood pool of the RESERVOIR), and prohibiting the construction or maintenance within the REGULATED FLOOD POOL of fill, structures, fixtures or other improvements.

At the CLOSING hereinafter provided, and without further consideration, DIAL shall grant the DAM EASEMENT to the NRD, such easement consisting of a permanent easement over the DAM EASEMENT AREA, granting to the NRD the right to to construct, operate, maintain, repair and replace the DAM in the DAM EASEMENT AREA.

15. DIAL CONTRIBUTION. DIAL and the SID shall contribute to the NRD as DIAL'S contribution to the costs of the DAM and the RESERVOIR, a cash payment in the amount of **\$1,000,000**, such payment to be due and payable on the earlier of the following dates, to-wit:

- a) December 15, 2005, or
- b) Ninety (90) days after the SID is formed, or
- c) The date construction of the DAM is substantially completed and accepted by the NRD.

16. NRD CONTRIBUTIONS. The NRD shall pay to DIAL the following portions of the sums, as due by DIAL to the GENERAL CONTRACTOR, for constructing the NRD PROJECT, such payments to be as follows, to-wit:

a) A sum for contract-scheduled unit costs payable by DIAL to the GENERAL CONTRACTOR under the CONSTRUCTION CONTRACT for drains, pipe, rock and seed installed in the DAM and for other NRD PROJECT costs, other than for DAM embankment, calculated as follows, to-wit:

- i) If the total of such unit costs exceeds **\$1,390,000.00** then the NRD shall reimburse to DIAL **\$1,390,000.00** plus 100% of such excess; or,

ii) If the total of such unit costs is less than **\$1,390,000.00** then the NRD shall reimburse to DIAL the sum of such unit costs plus 20% of the difference between **\$1,390,000.00** and such unit costs;
plus,

b) The sum of **\$960,000** for the first **320,000** cubic yards of excavation cut required for embankment fill installed in the DAM; plus,

c) The NRD shall reimburse DIAL for 100% of the GENERAL CONTRACTOR'S scheduled unit charges under the CONSTRUCTION CONTRACT for excavation cut required for embankment fill installed in the DAM that exceeds the first 320,000 cubic yards of excavation cut, subject to the following:.

i) All earthwork under the CONSTRUCTION CONTRACT shall be measured in cubic yards of excavation cut, and shall be calculated by the contour method, by computing the difference in volume represented by the existing and proposed contours, and by multiplying the in-place quantity by 1.4 to compensate for shrinkage and settlement, and earthwork for the NRD PROJECT shall be paid as an established quantity unless changes are made to the NRD PROJECT PLANS AND SPECIFICATIONS.

ii) The existing contours will be based on the SITE SURVEY and the proposed contours will be based on the NRD PROJECT PLANS AND SPECIFICATIONS.

iii) No volume adjustments will be made for clearing and grubbing, the internal drainage system, or the principal spillway. Excavation of the cut-off trench will be a separate pay item.

iv) DIAL shall be responsible for any and all costs associated with the ENTRANCE ROADWAY, including without limitation the cost of

compacted fill installed in the DAM embankment that exceeds the amount that the NRD ENGINEERS reasonably determine would have been required for construction of the DAM embankment without the ENTRANCE ROADWAY.

17. NRD PAYMENTS. Payments due by the NRD to DIAL, less proportionate retainage, shall be payable by the NRD to DIAL within 45 days after the NRD'S receipt of written notice from DIAL verifying:

- a) that the GENERAL CONTRACTOR has submitted an application for payment under the CONSTRUCTION CONTRACT,
- b) the amount of such payment applied for, and
- c) that the DIAL ENGINEERS and the NRD ENGINEERS have approved such application for payment pursuant to Article 14 of the General Conditions of the CONSTRUCTION CONTRACT.

Within 5 working days after DIAL'S receipt of any such payment from the NRD, DIAL shall remit such payment to the GENERAL CONTRACTOR. DIAL shall promptly forward to the NRD lien waivers received from the GENERAL CONTRACTOR for prior payments. All retainage (which shall be a minimum of 5% of the amount requested in an application for payment submitted by the GENERAL CONTRACTOR) shall be payable by the NRD to DIAL 10 days after the date the NRD ENGINEERS certify final completion and acceptance of the NRD PROJECT. Such payment on account of retainage shall be remitted by DIAL to the GENERAL CONTRACTOR within 5 working days after DIAL'S receipt from the NRD of such payment on account of retainage. DIAL shall provide to the NRD, within 5 days after DIAL'S receipt, copies of affidavits submitted by the GENERAL CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge the GENERAL CONTRACTOR'S legitimate obligations associated with prior applications for payment.

18. CONTRACTOR'S BONDS AND WARRANTIES. Labor and material payment bonds and performance bonds provided by the GENERAL CONTRACTOR for construction of the NRD PROJECT shall name the NRD as a secured party and shall be subject to the written approval of the NRD as to form and surety, such approval(s) to not be unreasonably withheld or delayed.

19. WARRANTY. The CONSTRUCTION CONTRACT shall provide that, for a period of one (1) year from and after final completion of construction of the NRD PROJECT and the NRD'S final acceptance thereof in accordance with the recommendations of the NRD ENGINEERS, the GENERAL CONTRACTOR warrants the NRD PROJECT against all deficiencies and all defects in materials and/or workmanship; warrants the establishment of a permanent vegetative cover on the DAM in accordance with seeding specifications prepared by the NRD ENGINEERS, and agrees to satisfy all such warranty obligations which either appear or have occurred within such warranty period, all without cost to the NRD.

20. INTEREST. If any sum due from one party to the other party pursuant to THIS AGREEMENT is not paid to such other party on the due-date for such payment provided by THIS AGREEMENT, such sum shall bear interest payable to such other party from and after such due date, compounded annually, at the rate of 2.0 per cent per annum over the Bank of New York prime rate.

21. DEFAULT. If DIAL shall fail to pay the GENERAL CONTRACTOR when any payment is due, or if DIAL fails to perform the work provided in THIS AGREEMENT with respect to the construction of the NRD PROJECT or abandon the work, or cease work for a period of six months, or fail in any way to perform the conditions hereof, or fail to pay laborers, mechanics, material suppliers when due, provided that the failure to pay is not caused by any failure on the part of the NRD, or in the event that DIAL shall become insolvent or unable to meet its obligations as they become due, or shall make any assignment for the benefit of creditors or shall commence

any proceedings in bankruptcy or if any other proceedings are commenced against DIAL, then without prejudice to any other rights it may have, by giving to DIAL 30 days notice of its written election; the NRD may take over all work or any part thereof, and all tools, equipment, and supplies to finish the work by whatever method it deems expedient, including, without limitation, taking over DIAL'S permits and construction and engineering contracts; and, in such event DIAL shall not be entitled to receive any other payments until the work is completed. If the unpaid balance of the NRD CONTRIBUTIONS provided by THIS AGREEMENT exceeds the NRD's expense of completing the work, the excess shall be paid to DIAL. If the expense exceeds the unpaid balance, then DIAL shall promptly pay the difference to the NRD on demand. NRD's expense of completion shall be established as the actual cost of construction as provided by THIS AGREEMENT.

22. HOLD HARMLESS. DIAL shall defend, indemnify, and hold the NRD harmless from and against:

a) All costs and expenses, including attorneys fees, arising out of or resulting from claims, demands or causes of action for personal injuries or property damages arising out of, or resulting from negligence of DIAL or the GENERAL CONTRACTOR, or their agents, officers, or employees in, the construction of the DIAL PROJECT or the NRD PROJECT (except injuries or damages caused by the sole negligence of the NRD); and

b) All construction liens arising out of the construction of the DIAL PROJECT or the NRD PROJECT.

23. PUBLIC ACCESS. The NRD shall have the and may assign to other governmental agencies exclusive right to establish and control shrubs, trees and other vegetation in the NRD PROJECT LAND; may develop and further develop the same for public use; and, may admit the public thereto without restriction, all subject to such rules

and regulations as may be adopted by the NRD or such assignees from time to time in its sole discretion.

24. ASSIGNMENT. DIAL may not assign its rights or duties under THIS AGREEMENT in whole or in part except with the prior written consent of the NRD. The NRD shall be given 30 days prior notification of DIAL'S intent to make any form of assignment of this AGREEMENT.

25. NOTICES. Any notice required under the terms of THIS AGREEMENT shall be deemed to be given within forty-eight (48) hours after notice has been deposited in the United States mail postage prepaid, addressed to the other party at the address set out below in THIS AGREEMENT.

26. NON-WAIVER. No delay or failure by either party to exercise any right under THIS AGREEMENT and no partial or single exercise of that right shall constitute a waiver of that or any other right unless otherwise expressly provided herein. A valid waiver by either party shall not be deemed to extend the amount of time available to perform any other act required under THIS AGREEMENT.

27. GOVERNING LAW. THIS AGREEMENT shall be construed in accordance with and governed by the laws of the State of Nebraska.

28. FURTHER AGREEMENTS. Each party will, whenever and as often as the other may request, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered any and all such further conveyances, assignments or other instruments and documents as may be necessary, expedient or proper as in the option of the requesting party in order to complete any and all conveyances, transfers, and assignments herein provided and to do any and all other acts and to execute, acknowledge and deliver any other documents so requested in order to carry out the intent and purposes of THIS AGREEMENT.

29. TIME IS OF THE ESSENCE. Time is expressly declared to be of the essence of THIS AGREEMENT.

30. EFFECTIVE DATE. THIS AGREEMENT shall become effective upon execution by all parties.

31. AUTHORITY. Whenever pursuant to THIS AGREEMENT the written approval of the NRD is called for, any such approval shall be presumed if granted or endorsed in writing by the appointed or acting General Manager or Assistant General Manager of the NRD.

IN WITNESS WHEREOF,

THIS AGREEMENT is executed by the NRD on this ____ day of _____, 20 __, pursuant to resolution of its Board of Directors, a true and correct copy of which is attached hereto and incorporated herein by reference.

**PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT**

**8901 South 154th Street
Omaha, NE 68138-3621**

By _____
GENERAL MANAGER

THIS AGREEMENT is executed by DIAL on this ____ day of _____, 20 __, pursuant to resolution of its Board of Directors, , a true and correct copy of which is attached hereto and incorporated herein by reference..

DIAL REALTY DEVELOPMENT CORP

Omaha, NE 68 _____ - _____

BY _____
PRESIDENT

Attest:

Secretary

ACKNOWLEDGEMENTS

State of Nebraska)
) ss.
County of _____)

On this _____ day of _____, 20 ____, before me, a Notary Public, personally came _____, President of DIAL REALTY DEVELOPMENT CORP, a Nebraska corporation, to me personally known to be the identical person whose name is affixed to the above and foregoing instrument, and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and Notarial Seal the date last aforesaid.

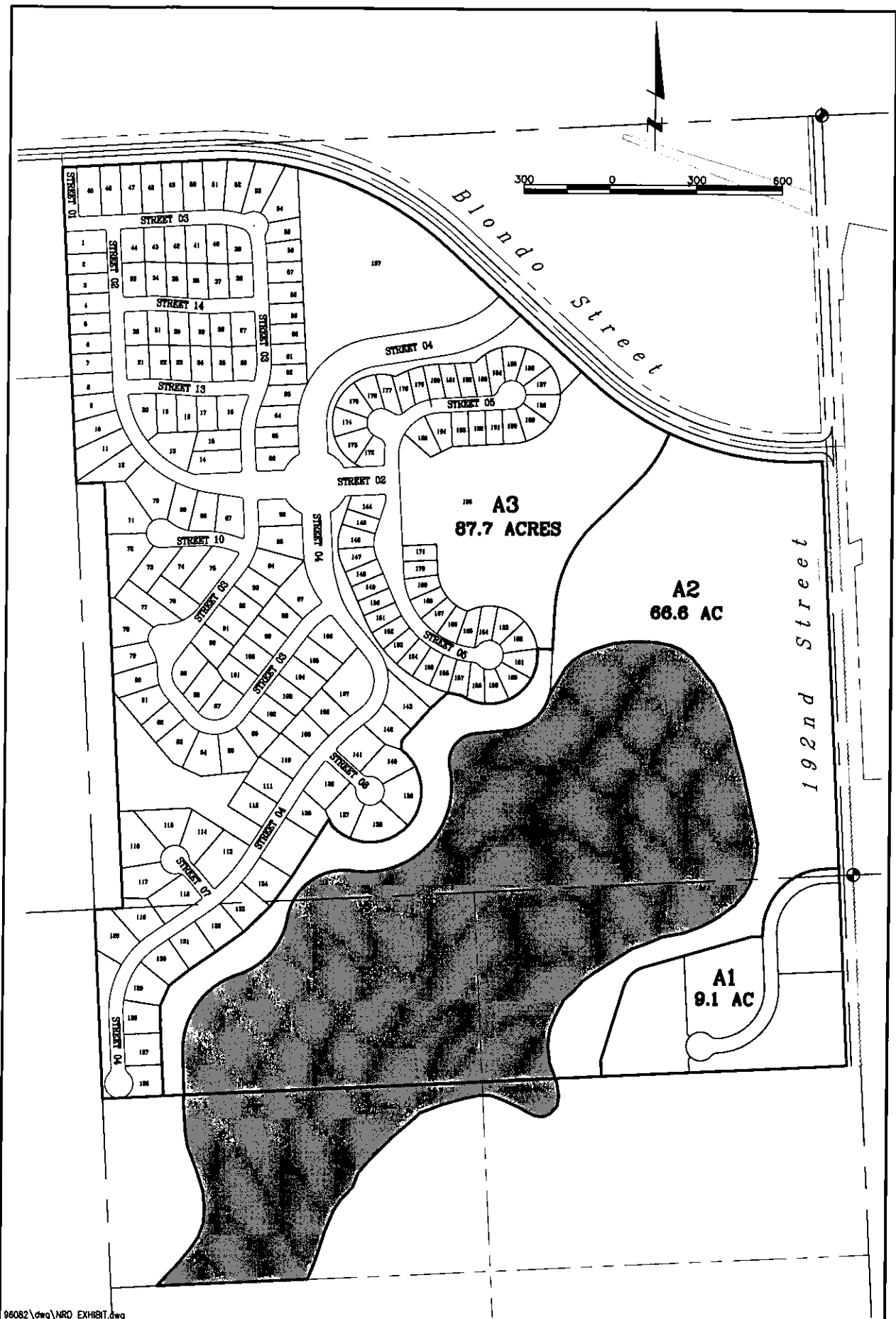
Notary Public

State of Nebraska)
) ss.
County of _____)

On this _____ day of _____, 20 ____, before me, a Notary Public, personally came Steven G. Oltmans, General Manager of the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT, to me personally known to be the identical person whose name is affixed to the above and foregoing instrument, and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said district.

WITNESS my hand and Notarial Seal the date last aforesaid.

Notary Public



96082\dwg\NRD EXHIBIT.dwg



Lamp, Rynearson & Associates, Inc.

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Omaha, Nebraska 68154-2027

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job number-tasks
96082.02-002
date 11/9/04
drawn by RER
designer

ELK RIDGE

Chappel Hill/Elkhorn South

Conceptual Design Reevaluation Report

Prepared for:

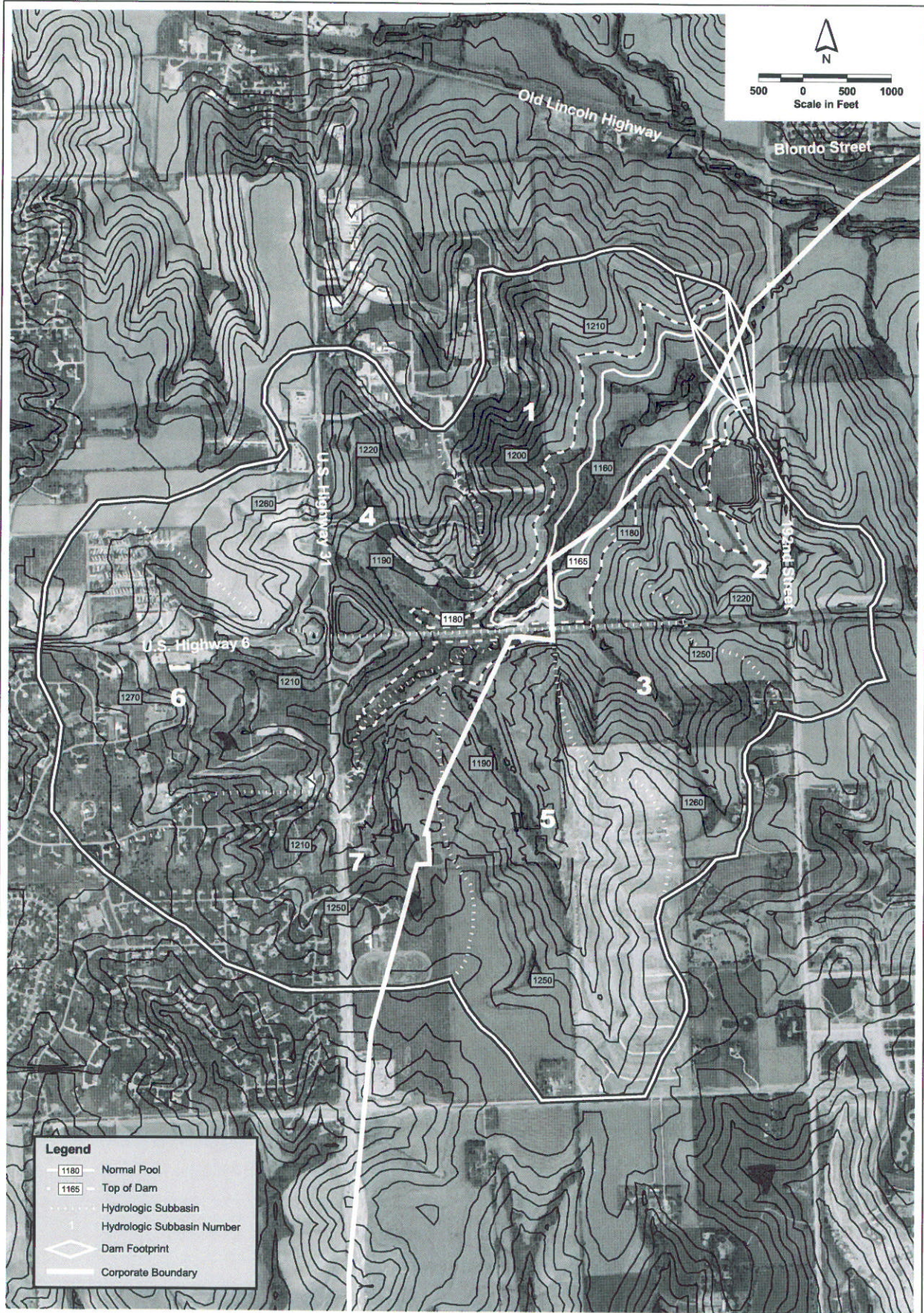


Papio-Missouri River Natural Resources District

September 16, 2004

Prepared by:

HDR | ONE COMPANY
Many Solutions™
HDR Engineering, Inc.



Source: City of Omaha 2001 Orthophotography, Arcview 3.2.

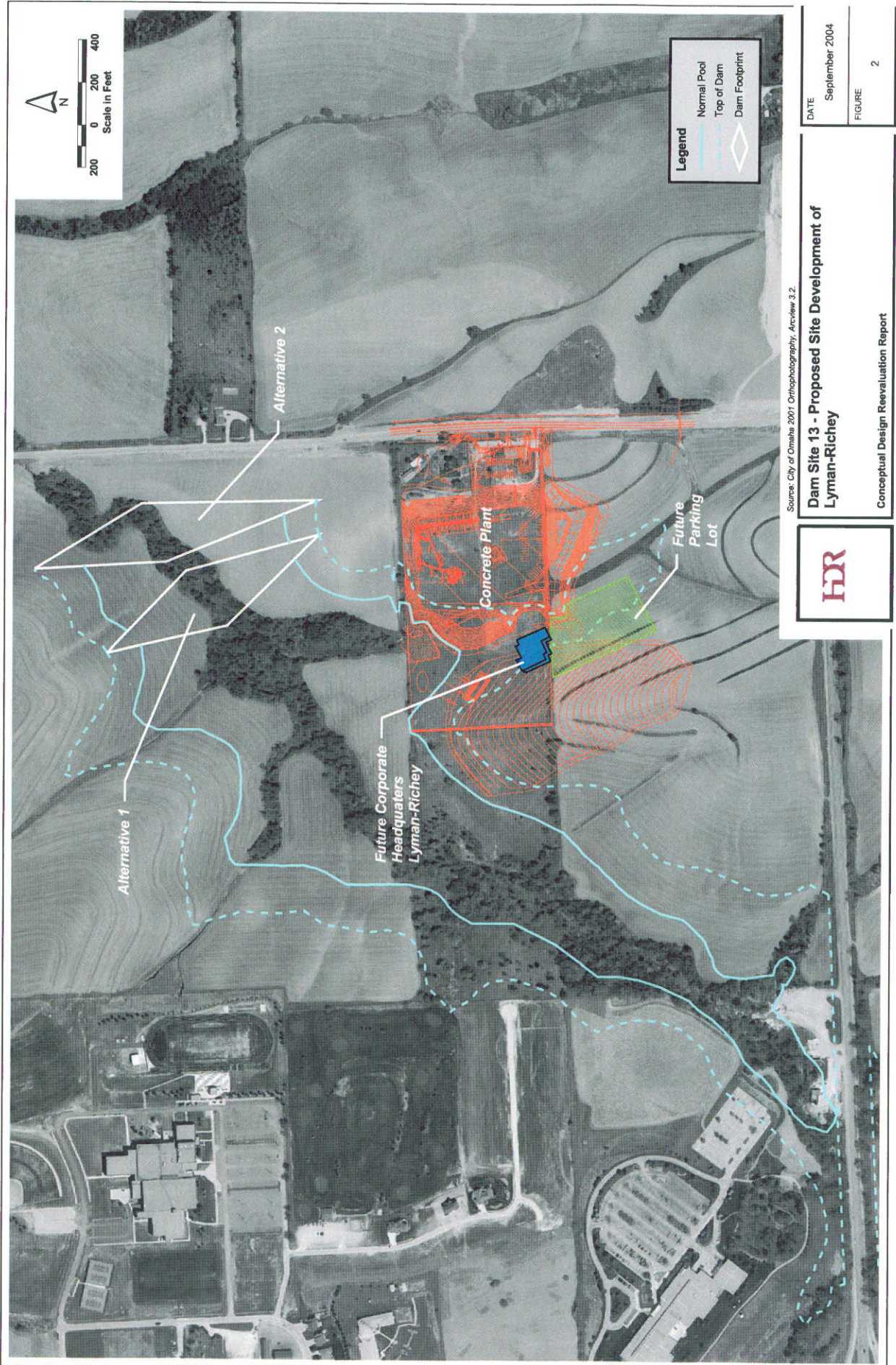


Dam Site 13 - Site Map and Model Subbasins

Conceptual Design Reevaluation Report

DATE
September 2004

FIGURE
1



Dam Site 13 - Proposed Site Development of Lyman-Richey

DATE
September 2004

FIGURE
2

Conceptual Design Reevaluation Report

Table 6 – Dam Site 13 Alternative 2 (Left Abutment AS) Dam Data Summary

Analysis Criteria	SCS Technical Release 60 (TR-60)			
Drainage Area	Approx. 2.1 sq. mi.			
Normal Pool Surface Area	61 acres			
Dam Classification	Class (c) – High Hazard			
<u>Embankment</u>				
Crest Length	Approx. 1,400 ft			
Crest Elevation	1,180.0 ft (msl)			
Height	Approx. 40 ft above valley floor			
Type of fill	Rolled earth			
<u>Auxiliary Spillway</u>				
Type	Earth cut, vegetated	<u>Note:</u> The areas and volumes shown in this table correspond to the data for the main reservoir only and do not include the areas and volumes modeled upstream of the U.S. Highway 6 culvert.		
Location	Left abutment			
Crest Elevation	1,173.0 ft (msl)			
Bottom Width	300 feet			
Crest Length	50 feet			
Side Slopes	3H:1V (approximated)			
Approach Slope	2%			
Downstream Slope	3%			
<u>Principal Spillway</u>				
Inlet type	6-ft x 16-ft concrete riser			
Elev. of principal outlet	1,165.0 ft (msl)			
Conduit type	Reinforced concrete pipe			
Conduit diameter	48 in.			
Stilling basin type	Saint Anthony Falls			
<u>Reservoir – Capacity Data (Normal Pool 1,165 ft)</u>				
	<u>Elevation</u> (ft, msl)	<u>Surface Area</u> (acres)	<u>Storage Volume</u> (AF)	
Normal Pool (Principal Spillway Crest)	1,165.0	61	530	
Auxiliary Spillway Crest (above 500-yr peak)	1,173.0	88	1,120	
Auxiliary Spillway Crest + 1 Foot	1,174.0	91	1,210	
Top of Dam	1,180.0	112	1,810	
<u>Reservoir – Operation Data (Normal Pool 1,165 ft)</u>				
<u>Type of Storage</u>	<u>Total Storage Vol.</u> (AF)	<u>Elevation</u> (ft, msl)	<u>Peak Discharge</u> <u>Inflow</u> (cfs)	<u>Outflow</u> (cfs)
Valley floor		Approx. 1,140		
Normal (multipurpose)	530	1,165.0		
PSH (100-year)	830	1,169.5	4,100	270
500-year	990	1,171.5	5,310	280
ASH	1,250	1,174.5	7,400	1,500
FBH (PMP)	1,770	1,179.6	18,000	14,400

Table 7 – Alternative 1 (Right Abutment AS) Summary of Estimated Probable Construction Costs

Item	Quantity	Unit ¹	Unit Cost	Total Cost
Embankment	190,000	yd ³	\$ 3.00	\$ 570,000
Cutoff Trench	17,400	yd ³	\$ 3.25	\$ 56,550
Principal Spillway ²	1	LS	\$ 530,000	\$ 530,000
Chimney Drains	6,300	yd ³	\$ 25.00	\$ 157,500
Instrumentation	1	LS	\$ 55,000.00	\$ 55,000
Seeding & Mulching	11	acre	\$ 1,500.00	\$ 16,500
Miscellaneous Drainage & Erosion Control	1	LS	\$ 40,000.00	\$ 40,000
Rip-rap Protection	3,900	yd ³	\$ 30.00	\$ 117,000
Total Construction Cost				\$ 1,543,000
Contingency				
6% Engineering				\$ 93,000
10% Administration/Legal				\$ 154,000
24% Contingency				\$ 370,000
Contingency Subtotal				\$ 617,000
Grand Total Construction Cost				\$ 2,160,000

1. LS indicates Lump Sum Items.

2. The principal spillway cost were totaled from three lump sum items (inlet, outlet, and foundation) and piping, which was priced per linear foot. For the summary, the costs were simplified as one lump sum item.

Table 8 – Alternative 2 (Left Abutment AS) Summary of Estimated Probable Construction Costs

Item	Quantity	Unit ¹	Unit Cost	Total Cost
Embankment	320,000	yd ³	\$ 3.00	\$ 960,000
Cutoff Trench	23,200	yd ³	\$ 3.25	\$ 75,400
Principal Spillway ²	1	LS	\$ 530,000	\$ 450,000
Chimney Drains	8,500	yd ³	\$ 25.00	\$ 212,500
Instrumentation	1	LS	\$ 55,000.00	\$ 55,000
Seeding & Mulching	13	acre	\$ 1,500.00	\$ 19,500
Miscellaneous Drainage & Erosion Control	1	LS	\$ 40,000.00	\$ 40,000
Rip-rap Protection	4,800	yd ³	\$ 30.00	\$ 144,000
Total Construction Cost				\$ 1,956,000
Contingency				
6% Engineering				\$ 117,000
10% Administration/Legal				\$ 196,000
24% Contingency				\$ 469,000
Contingency Subtotal				\$ 782,000
Grand Total Construction Cost				\$ 2,740,000

1. LS indicates Lump Sum Items.

2. The principal spillway cost were totaled from three lump sum items (inlet, outlet, and foundation) and piping, which was priced per linear foot. For the summary, the costs were simplified as one lump sum item.

Table 9 – Alternative 1 (Right Abutment AS) Land Acquisition/Right-of-way Requirements

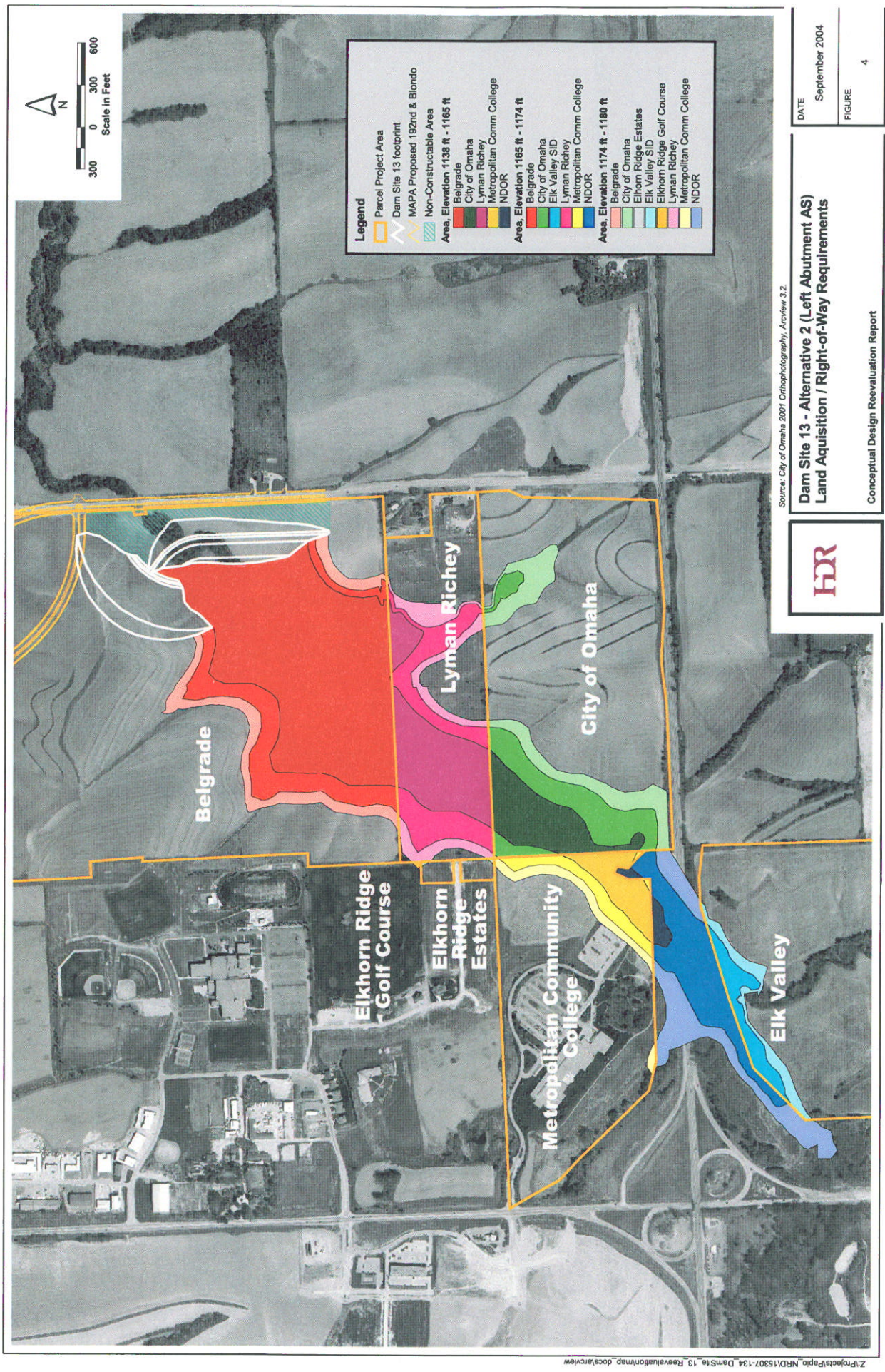
Normal and Flood Pool Areas, Acres				
Land Owner	Land Acquisition/Right-of-way Type			Total
	Fee Title Below NP < 1,165 ft	Flood Easement NP to AS Crest + 1 1,165 ft to 1,174 ft	Flood Easement AS Crest + 1 to TOD 1,174 ft to 1,180 ft	
Belgrade	26.7	7.8	4.8	39.3
Lyman Richey	10.8	7.9	4.7	23.4
City of Omaha	7.0	8.0	6.9	21.9
Elkhorn Ridge Golf Course	--	--	0.04	0.04
Elkhorn Ridge Estates	--	--	0.06	0.06
Metropolitan Community College	3.5	2.6	2.2	8.3
NDOR	1.0	8.6	7.4	17
Elk Valley SID	--	3.1	2.4	5.5
Total	49.0	38.0	28.5	115.5

Other Land Acquisition/Right-of-way			
Type	Owner	Area, Acres	Total
Dam Footprint	Belgrade	14.6	32.2
Downstream/Non-constructable	Belgrade	17.6	

Table 10 – Alternative 2 (Left Abutment AS) Land Acquisition/Right-of-way Requirements

Normal and Flood Pool Areas, Acres				
Land Owner	Land Acquisition/Right-of-way Type			Total
	Fee Title Below NP < 1,165 ft	Flood Easement NP to AS Crest + 1 1,165 ft to 1,174 ft	Flood Easement AS Crest + 1 to TOD 1,174 ft to 1,180 ft	
Belgrade	37.9	8.7	6.0	52.6
Lyman Richey	10.8	7.9	4.7	23.4
City of Omaha	7.0	8.0	6.9	21.9
Elkhorn Ridge Golf Course	--	--	0.04	0.04
Elkhorn Ridge Estates	--	--	0.06	0.06
Metropolitan Community College	3.5	2.6	2.2	8.3
NDOR	1.0	8.6	7.4	17
Elk Valley SID	--	3.1	2.4	5.5
Total	60.2	38.9	29.7	128.8

Other Land Acquisition/Right-of-way			
Type	Owner	Area, Acres	Total
Dam Footprint	Belgrade	16.5	22.7
Downstream/Non-constructable	Belgrade	6.2	



Source: City of Omaha 2001 Orthophotography, Arcview 3.2.

**Dam Site 13 - Alternative 2 (Left Abutment AS)
Land Acquisition / Right-of-Way Requirements**



DATE	September 2004
FIGURE	4

Conceptual Design Reevaluation Report

5.0 DESIGN CONSIDERATIONS AND CONCLUSIONS

5.1 Reevaluation Overview

Of the normal pool elevations considered in the 1999 Report, only the normal pool elevation of 1,165 ft was considered viable. The reevaluation included two alternatives with this normal pool elevation. A number of changes to the proposed dam were made during the reevaluation; changes common to both alternatives include the following:

- Principal spillway riser dimensions were increased to 6 ft by 16 ft,
- Auxiliary spillway width was decreased from 500 ft to 300 ft,
- Stage-area data was updated to reflect Lyman Richey and Elk Valley SID grading plans, and
- Stage-discharge data for the dam and for the U.S. Highway 6 culvert were modified.

The Alternative 1 dam axis is roughly perpendicular to the stream and the auxiliary spillway is located on the right abutment. The surface area of this normal pool is 49 acres, and storage below normal pool elevation is 390 AF. Based on the reevaluation model results, the auxiliary spillway crest was set at elevation 1,173 ft. At elevation 1,174 ft, 1 ft above the auxiliary spillway crest, the flood pool surface area is 78 acres and storage is 960 AF. The conceptual design top of dam elevation of 1,180 ft remains feasible. The top of dam inundation area is 99 acres, and total storage below the top of dam is 1,490 AF.

The dam axis for Alternative 2 is generally parallel to 192nd Street and its auxiliary spillway is located on the left abutment. The normal pool area is 61 acres with a corresponding storage of 530 AF. Due to the axis location and holding the auxiliary spillway crest constant at elevation 1,173 ft, Alternative 2 provides increased flood storage relative to Alternative 1. At elevation 1,174 ft, the flood pool surface area is 91 acres and storage is 1,210 AF. The top of dam elevation is 1,180 ft; the corresponding area and storage are 112 acres and 1,810 AF, respectively.

Alternatives 1 and 2 are both viable. The estimated cost of Alternative 1 is \$2.2 million, approximately \$500,000 less than the estimated cost of Alternative 2. However, Alternative 1 provides less flood storage, and its right abutment auxiliary spillway is not hydraulically preferable. Land acquisition and development considerations may influence the location of the auxiliary spillway.

5.2 Impacts

A number of impacts or potential impacts were previously identified. These are reviewed here and have been updated in accordance with available data. These impacts should be reviewed in greater detail during preliminary and final design of Dam Site 13. Some items listed have no associated impacts; these are included for clarity.

1. 192nd Street – No Anticipated Impact: Based on the reevaluation analysis, no impacts to 192nd Street are anticipated. However, future 192nd Street improvements will require consideration of the auxiliary spillway. Furthermore, the spillway configuration will preclude development on the land between the dam embankment and 192nd Street.
2. Blondo Street (Realigned) – No Impact or Potential Impact: For Alternative 1 with a right abutment auxiliary spillway, there is no impact to the proposed Blondo Street realignment. For Alternative 2, with a left abutment auxiliary spillway, the Blondo Street realignment proposed by MAPA will be impacted. The impact can be minimized by incorporating the auxiliary spillway with the Blondo Street alignment and grading plan.

3. Lyman Richey – Impact: Lyman Richey grading plans were obtained for the concrete plant. A schematic has been prepared for a future headquarters building, but no grading plans have been developed for the headquarters building. Design and construction of the future headquarters building should be performed so as to result in no loss in flood storage. A wetland mitigation site located in the normal pool may require relocation.
4. Elkhorn Ridge Golf Course – Potential Impact: A small portion of the golf course is located within the top of dam area. An easement may be required, but mitigation is not anticipated.
5. Elkhorn Ridge Estates – Potential Impact: In the 1999 Report, it is noted that lower elevations of two lots in Elkhorn Ridge Estates may be temporarily impacted by flood waters. Assuming that the lots in question are located at the east (lower) end of Elkhorn Ridge Drive, a residence has been built on one of the lots. Impact elevations for this property (located on the south side of Elkhorn Ridge Drive) should be determined. The property owner of the eastern-most lot on the north side of the street should be contacted so that future impacts on the lot can be avoided.
6. Metropolitan Community College (Metro) – Impact: Part of the easternmost Metro parking lot is below the top of dam elevation (1,180 ft). This impact will require an easement, but no mitigation is required.
7. Sanitary Sewer – Impact: A sanitary sewer is located east of Metro and extends to the Elk Valley SID on the south side of U.S. Highway 6. The extent of impacts to the sanitary sewer should be identified. Relocation may be required.
8. Pump Station – Impact: A sanitary sewer pump station is located east of Metro near the normal pool of the proposed reservoir. Mitigation to raise the pumps to above the 100-year flood elevation may be required.
9. Gravity Sewer – Impact: As noted in the 1999 Report, a gravity sewer pipe flowing to the pump station may be temporarily inundated. Waterproofing the manholes may be required.
10. Residence and Building Site Adjacent to U.S. Highway 6 – No Impact: This property was acquired for the roadway improvement project and is no longer an impact to be considered in association with Dam Site 13.
11. U.S. Highway 6 (West Dodge Road) – Impact: Based on the culvert invert elevation per NDOR plans, a small finger of the proposed permanent pool will extend upstream from the culvert. Reevaluation models predict no roadway overtopping for the 50-year and 100-year; however, roadway overtopping should be anticipated during less frequent events. Easements may be required due to the proposed permanent pool and temporary flooding including roadway overtopping.
12. Elk Valley SID – Potential Impact: Available parcel and grading information was obtained from HGM for the Elk Valley development. In the 1999 Report, it was noted that approximately 10 Elk Valley lots would have a minimum back lot elevation of 1,180 ft. The grading plan obtained shows that this minimum back lot elevation requirement was not met. Multiple residences have been or are currently being constructed along the north side of Chicago Street in the development. As-built floor elevations should be obtained before final design of the reservoir is performed.