

Regular Board of Directors Meeting
Monday, August 8, 2016 6:00 PM
Lower Platte North NRD Office
P.O. Box 126
Wahoo, NE 68066

1. Call to Order

NOTE: The agenda is on file at the LPNNRD office and may be changed up to 24 hours prior to the meeting as scheduled.

- 1.A. Meeting Notice

- 1.B. Inform Public on Location of Copy of "Open Meeting Act"

- 1.C. Pledge of Allegiance

2. Roll Call

- 2.A. Introductions

3. Approval of Agenda

4. Comments - Advisors/Guests

- 4.A. Guest Comments

- 4.B. NRCS Report

- 4.C. NARD Report

- 4.D. NRC Report

- 4.E. Managers Report

- 4.F. Education Program

5. Approval of Minutes

6. Report of Standing Committees

- 6.A. Executive Committee - Action as Required

6.A.1. MEETINGS

6.A.1.a. Pending

6.A.1.a.1. NARD Fall Conference

Attached find a draft agenda and registration information for the NARD Fall Conference, September 25-27 to be held in Kearney at the Younes Conference Center. Registration Deadline is August 25th. Please let Breunig know if you are interested in attending.

6.A.2. MANAGEMENT ITEMS

6.A.2.a. Directors Absence

None

6.A.2.b. Monthly Education Program

A group that opposes the Costco Poultry Plant has asked to give a presentation on their side of the story. The presentation would be from George Cunningham. The Executive Committee asked that this presentation be scheduled at 5:30 p.m, just prior to the September 12 Board Meeting. It was decided to invite Cunningham to speak just prior to our September board meeting.

Attached find a letter to the board concerning the Costco Poultry Plant from Neil Schilke. Do we wish to respond? The Executive Committee asked that short reply be sent to Schilke.

Chair John Hannah has also recommended that we invite someone from Upper Big Blue NRD to talk about their Engineering department. It was decided to have a UBBRND person who was around when the current engineer was hired speak to the board on August 8 at 5:30 p.m.(Rod DeBuhr being the first choice).

6.A.2.c. November Board Meeting

Director Seier is starting to plan the November 14th Board Meeting. He is suggesting the following schedule.

3:15 p.m. Presentation from Shell Creek Group

3:45 p.m Start Board Meeting

6:00 p.m. Eat Dinner and everyone can head home

6.A.2.d. LARM Renewal Coverage Proposal and Resolution 2016-2017

Attached find find the Renewal Coverage Proposal for our 2016-17 Pool Year with LARM that begins October 1. To formalize acceptance of the proposal we need to approve the attached resolution, however two decisions need to be made along with this acceptance. 1.) Do we want to have our notice of termination be 90 or 180 days and 2.) Do we want to commit to LARM for one, two or three years. There are financial incentives to lengthen both of these, see attached LARM Discount Spreadsheet.

Since last year we have had two claims with LARM and were satisfied with their response.

Last year we chose the 180 day and 2 year commitment option that netted a 4% premium reduction.

6.A.2.e. NARD Annual Membership Dues

We have received our Fiscal Year 2016-2017 memberships dues statement from NARD in the amount of \$24,754.64 as attached.

6.A.2.f. NARD Resolutions

The Executive Committee did not have any Legislative Resolutions to submit to NARD this year. If any board member has a suggested resolution it will need to be brought up at the August Board Meeting for approval.

6.A.2.g. Lickteig Property

On July 25 we were informed by 3801 Harney's (Mark Masek) bank that their financing for purchase of the property was in order. The next day the attached note was received that they would not be purchasing the Lickteig property.

While it has been previously approved it is suggested that a motion be passed to formally acknowledge purchase of the Lickteig property.

Closing for the property is scheduled for August 11, the closing statement is attached. The closing amount is \$541,840.

6.A.2.h. Visioning a Future for LPNNRD

The past year it seems LPNNRD has lost focus on what our vision for the future is. We have reached out to other boards and found a good fit at JEO. Steve Wolf has assisted many boards with focusing or refocusing on producing a vision for where their organization wants to be in the future. Steve has worked with Not for Profits, Startups, Mergers and even NRD Boards.

Steve estimates it will take three months to move through the visioning process. He conducts a review of the NRD Mission Statement and 12 Responsibilities, then reviews LPNNRD policy and project issues. Steve then prepares a list of questions and conducts individual interviews with each board member with all discussion being strictly confidential. A 4 to 5 hour Visioning Meeting is conducted with the board that creates the Vision Statement for the NRD. Steve completes the process with a list of specific recommendations to keep us moving in the direction the board agrees on. A copy of JEOs "Agreement" is attached with details for the visioning process and a price. The cost is a small price for helping us refocus, designate our vision and map out our future. Steve Wolf is available and would come to board meeting to answer any questions concerning the proposal.

The Executive Committee felt this should occur after the new board is seated with the main meeting occurring in conjunction with the Annual Directors Retreat in February. They asked that Wolf be invited to the September Board Meeting to discuss the proposal.

6.A.2.i. Washington D.C. Representation

Attached find a proposed agreement from Water Strategies to represent the three NRDs in the Lower Platte. The price is \$5,000 per month that represents a 47% increase over what we were paying Bob Weaver. We need to have discussion and decide how we wish to move forward.

There will be some discussion with Water Strategies to attempt to narrow the focus that Water Strategies will work on to decrease the monthly fee.

6.A.2.j. Termination Policy

Chair Hannah asked that this item be put on the agenda for discussion. The items that were in question are contained in the Terms of Employment in the Personnel Policy Handbook.

6.A.2.k. Parliamentary Procedure

Director Hannah asked that this item be discussed. Meduna asked that a copy of Sturgis Rules of Order be provided to to each director. There was no recommendation from the Executive Committee but all members are reminded that Breunig has copies of the book available to be loaned out at any time. If any Board Member would like to have a copy they should let Breunig know and one will be ordered.

6.A.3. EQUIPMENT

6.A.4. PERSONNEL

6.A.4.a. Dodge County Field Assistant

Jenny Campbell our Dodge County NRCS/NRD Field office Assistant is resigning effective August 4. Jenny has been with us for 9 years.

6.A.4.b. Personnel Sub-Committee Minutes 7-22-16

Attached find a copy of the July 22 meeting of the Personnel Sub-Committee. Each numbered item from the minutes is listed below.

6.A.4.c. Accounting Position

Accountant Cassi Deerson turned in her letter of resignation on July 11 with her two week notice. Her last day with the NRD was July 20. At board meeting it was noted that we would begin advertising for the position with the ads being placed in the Wahoo Newspaper on July 21, 28 and August 4 and one time in the Lincoln Journal Star. The closing date for resumes is August 8.

HBE started a new company HBE 360 that provides off site accounting. The new company started, to service small not for profits groups that could not afford a full time accountant. The client list has grown and now includes larger companies and groups that previously had full time accountants or accounting departments with multiple staff. Cindy Love from HBE attended the July 28 Executive Committee meeting to explain the process. Cindy asked that we put together a list of costs to support our accounting that is attached.

Meduna asked that other accounting firms be contacted to see if they offer a similar service.

We will need to make a decision with approval at board meeting which direction we will go; 1.) To fill our vacant accounting position or 2.) To contract with HBE 360 to fill our accounting needs.

Generally the Executive Committee is interested in the HBE 360 accounting opportunity. Love was invited back to the August 8 Board Meeting and will have a cost for the service.

A motion will likely come forward during the board meeting to fill our accounting needs.

6.A.4.d. Engineer Position

Last month we passed a motion to pursue hiring a staff engineer and have them in place within six months.

We have reached out to UBBNRD for information about their engineering staff. They provided a wealth of information that is attached. Their engineering department has three professional and one clerical (60%) staff members (currently in process of filling tech position).

1. Projects Department Manager (Licensed P.E., Civil)
2. Lead Engineering Technician
3. Engineering Technician
4. Clerical position 60%

Costs to support the engineering department are listed in the UBB memo. On an annual basis the budget is \$295,246 with upfront cost at \$86,000-120,000.

The UBBNRD Engineering Department handles everything our current projects committee does plus all of the O&M on district projects. This includes:

- Manage Projects Committee
- Design small dams (currently preformed by NRCS in our district)
- Design trail systems for communities
- Design recreation additions for UBB and communities
- Preform construction services on above projects
- Preform drainage surveys for communities in district
- Preform inspections and O & M on district owned dams (6)
- Preform inspections on small privately owned dams designed by the district
- Review large engineering contracts let by district to engineering firms
- Preform construction inspection on projects let by district
- Provide certification of no rise for community and county projects
- Preform survey work for all district designed projects

Lower Loup NRD has had an engineer on staff for over 20 years. When Robert Moller retired over two years ago the decision was made to not replace him. Butch Koehlmoos relayed that they just did not have enough engineering work to keep him busy and he spent much of his time performing tasks that their technicians do today. They have a relationship with JEO to be on call for minor engineering duties similar to what we have with FYRA.

Other NRDs with engineers on staff include:

Central Platte NRD – Duane Woodward, Engineering Hydrologist

Lower Platte South NRD – Glenn Johnson, General Manager

Papio-Missouri River NRD – Marlin Peterman, Assistant Manager
Two flood plain engineers

Twin Platte NRD – Kent Miller, General Manager

None of these engineers perform civil engineering design work.

Much discussion followed with concerns about duties we would have to keep an engineer busy and the need for support staff to provide survey and other technical duties to support the engineer. Some of the items discussed were:

Wahoo Creek – Lead planning effort

Skull Creek – Lead Planning effort

Fremont GI – Work with Corps to complete study

Design work such as the Lake Wanhoo Dump Station

6.A.4.e. Large Project Coordinator Position

At the last board meeting an amendment came forward to eliminate the Large Projects Coordinator Position. Action to eliminate a position and terminate an employee should go through the Personnel Sub-Committee, the executive committee and to the full board. Eliminating any of these steps could expose the district to liability. Lausterer attended the committee meeting and participated in discussion on what is proper and how to achieve the outcomes the board wishes to pursue.

It is the intent of the Personnel Sub-Committee that if an Engineer is hired the duties of the Large Project Coordinator will be merged into the engineer's duties.

A motion came forward from the Personnel Sub-Committee: To table discussion on the Large Projects Coordinator position until a decision is made on hiring an Engineer

6.A.4.f. General Manager Evaluation

For the past 12 plus years the board has performed a manager evaluation. In the past the chairman with the most tenure has led the effort by compiling evaluations filled out by each individual board member. Dave Saalfeld led the effort last year. After evaluations are compiled the entire Personnel

Sub-Committee meets to review the individual evaluations and the compilation and agree upon the evaluation for the manager. Saalfeld then reviewed the Personnel Sub-Committee evaluation with the manager.

Saalfeld agreed to lead the manager evaluation process again this year. The Sub-Committee asked that a copy of the Managers evaluation be emailed to all board members. Breunig will place a second copy of the evaluation with an envelope addressed to Saalfeld in each board members box prior to the next board meeting. Chair Hannah will remind board members to turn in either there previously filled in evaluation or fill in the one in your mailbox and return one copy to Saalfeld in the provided envelope prior to leaving the meeting.

6.A.5. FINANCE

6.A.5.a. Approval of Financial Reports

The June financial report will not be prepared until after the annual audit field work is completed.

6.A.5.b. Approval of Managers Time and Expense Sheets

6.A.5.c. Accounts over 90 Days

6.A.5.d. Budget Hearings

The budget hearing will be at 5:00 p.m on August 8, 2016 just prior to the Board Meeting.

6.A.5.e. Budget

The Directors Budget Workshop will be held at 5:00 p.m. on Wednesday August 3 at the NRD office.

A motion will be needed at the August Board Meeting to approve the expenditure portion of the budget.

6.B. Education, Operations & Rural Water Systems Committee - Action as Required

6.B.1. WILD NE/CREP REPORT

CREP payment of \$72.16 for Tim & John Gronenthal Trust in Platte County on 4.4 acres. The total contract is \$660.00. The contract expires in August 2017.

6.B.2. OPERATION & MAINTENANCE & OTHER ITEMS

6.B.2.a. O & M Crew

The O & M crew has performed some vehicle and equipment maintenance. Assisted in preparing park bench sites. Cut volunteer trees on Rawhide ditch and Trouble Creek dam. The College interns are assisting in Chemigation and water sampling.

6.B.2.b. Yutan Trail Request

Cory Vasek, representing the City of Yutan, would like to request an additional \$20,000 from the NRD for their project to construct a safe trail for students and the general public under the Burlington Northern Railroad

tracks and a bridge over Clear Creek. (Aerial Map Attached) The District has currently obligated \$30,000 over three years but, the additional funding would make it over 5 years. Yutan is pursuing other grant opportunities, has committed \$60,000 and other In-Kind items.

6.B.2.c. Yutan Fire and Rescue

The Yutan Rural Fire & Rescue Department has purchase a rescue boat. They have submitted the invoice and are requesting the \$5,000 the NRD obligated toward their purchase. See attached Bill of Sale.

6.B.2.d. Conservation Tree Invoice Payment

NARD provided an invoice of \$6,885.65 for the Conservation Trees from Bessey Nursery in Halsey. This invoice is for just over 10,000 trees and shrubs plus delivery.

6.B.2.e. Grass Drill Revenue Saunders County

Rezac Seed has provided the District a check for \$1,587.94 for grass drill rental for the first half of 2016. There were 17 cooperators that used the grass drill.

We are still waiting on reports from our cooperators in Platte and Colfax County. The committee request that staff look at a change in Colfax County.

6.B.2.f. Wanahoo RV Dump Station Contract Update & Bid Approval

Wanahoo RV Dump Station JEO Contract update - Contract with JEO is \$25,920, to date the District has paid \$14,703.50 as of July 11, 2016.

We are currently advertising for bids on the Dump Station. Bids are due Friday, August 5th at 11:00 a.m. at which time they will be read aloud. It is anticipated that a motion will be needed to approve a bid during the August Board Meeting August 8th.

6.B.2.g. Rental Contract Request for Czechland Hay Ground

Dan Ourada of Prague is making a 5 year rental offer for the hay ground at Czechland Lake. His offer is a 60-40 share from 2017 - 2022. He would cut, bale and haul the District's 40% and make payment to the NRD. He would also fertilize in the spring the areas to be hayed at his cost.

With Grassland Improvement projects through the Game & Parks Commission taking place at Homestead and Czechland over the next 2 -3 years a rental agreement is not feasible until the grasslands are re-established.

6.B.2.h. Fremont GI Study

Miyoshi and Heimann met with NDOR on July 15th concerning the Hwy 30 Expressway and its crossing of our Rawhide Diagonal Ditch in the area of Co. Rd 20th Ave. The NRD needs O & M access to the Diagonal Ditch where the highway intersects it, the NRD needs the capability to get to the head wall of the Diagonal and maintain the ditch. Also the Highway intersects flood water storage cells in which the District has easements. The

new Highway will fill in some of this easement area, this may require mitigation. The top of the roadway will exceed the elevation of the 100-yr event. We are also concerned about the length of bridge (600+') over our ditch but, FEMA is currently reviewing the flood way. DOR agreed to extend the bridges by a minimum of 110 feet to allow flood water to move into the storage cell as designed. (Aerial Maps Attached)

Later that day we met with the COE and U.P.R.R regarding construction of the levee along the Railroad and Military St. in Fremont. There is uncertainty as to whether there is enough space to accommodate a third rail or if Military Street could be on top of the levee or the seepage berm. Also discussed were closure structure(s) where the levee would cross the railroad. U.P. will discuss in house and get back to the Corps.

On July 21st we met with the COE and NDOR on the Fremont Levee system and future Highway 30 alignment/construction. NDOR will start letting contracts starting in late 2017, then 2018 and 2019 with each of the three segments under a 2.5 year construction period. It's a little unclear as to where the levee would cross the Highway system, there will be multiple locations for road closure systems and uncertainty on the type of closure systems to be used, the bridge length over the NRD Diagonal ditch, and the levee and highway location in Southeast Fremont in relationship to the Costco development.

The Corps is organizing a Public Meeting in Fremont on September 6th for an update on the Fremont GI Levee Study.

6.B.2.i. Wanahoo Aerial Spraying

There is Phragmites located in the wetland area of the Wanahoo property that will need to be aerial sprayed. Game & Parks Biologist Scott Luedtke and Pheasant Forever Biologist Brian Teeter recommend spraying more wetland areas to help control the vegetation. The aerial contractor Province will be spraying noxious and invasive weeds on the Platte River in August. Staff would recommend spraying up to 30 acres in the Wanahoo wetland areas. Since it is a new contractor staff is unsure of the cost and will contact someone on an estimate.

6.B.2.j. Eagle Scout Project

Seth Varner completed his Eagle Scout Project of installing three park benches and planting three trees at the east playground at Lake Wanahoo. Invoices are attached for the sponsor plaques and the trees which total \$553.96.

6.B.3. ROCK AND JETTY

6.B.4. EROSION & SEDIMENT RULES & REGULATIONS

6.B.5. INFORMATION AND EDUCATION

6.B.5.a. Information

6.B.5.a.1. Radio & eAds

The KTIC radio ad and Wahoo Newspaper eAd for August will promote the Abandoned Well Program.

6.B.5.a.2. County Fairs

Our booth display is currently at the last county fair for 2016. The Saunders County Fair is going on now through Sunday, July 31st. The display was previously at Platte and Butler County Fairs. NRCS also had a display at Colfax County Fair and included LPNNRD materials. NRCS student interns have been present at fairs to hand out materials and interact with the public.

6.B.5.a.3. 2016 Summer Viaduct

The 2016 summer edition of the Viaduct was distributed through area newspapers during the week of July 18th-22nd. The online edition was sent on Friday, July 22nd.

6.B.5.b. Education

6.B.5.c. Computer

6.B.6. RURAL WATER SYSTEMS

Meters are being read 7-26-16 for both lines and bills will be sent out by 7-28-16.

Water samples will be collected and submitted to the State on 7-27-16.

6.B.6.a. Colon System

- Have received \$ 3,000 deposit from new customer (Nick Chadwell), Rolling Hills subdivision. Scheduling service connection and construction at this time.

- Steve Banghart, Colon customer, has been dealing with a continuous leak for some time now. Last Saturday he hired a contractor to dig and they found the cause. Upon inspection, it has been determined the leak was on the customer side of the meter pit, but in the brass fitting used to connect the pit to the customers main. I am recommending approval of \$ 415.50 payment to Rodgers Construction for backhoe work and repair of Mr. Banghart's service.

6.B.6.b. Bruno System

Completed inspection of air relief valves along entire service line.

6.B.6.c. Other

6.C. Water Committee - Action as Required

6.C.1. REGULATORY

6.C.1.a. GROUND WATER MANAGEMENT AREA

6.C.1.a.1. Variance Request in the Hydrologically Connected Area
(Limited Development Area)

The District has received one new variance request for 135 acres in the Todd Valley subarea.

The District now has 100 applications totaling 6214.11 acres. The deadline for new applications in the Hydrologically Connected Area is September 15th.

6.C.1.a.2. Variance Requests in the Non-Hydrologically Connected Area (Normal Development Area)

No new updates. New variance request applications in the Non-Hydrologically Connected Area are due August 15th.

6.C.1.a.2.A. Schmit Land Co Request

Schmit Land Co has asked the Board to reconsider their variance application for 120 new irrigated acres from a new well in S11-T15N-R1E, Butler County, David City subarea. The application was originally denied due to 49.7% of the field having Class 6 soil due to slope. Since the initial review, Proskovec Earthmoving has removed all of the trees on the property and filled in the deep gullies that were originally present. Staff has provided four potential outcomes to this solution.

- 1) Not allow the application to be included in the ranking for new acres in the Non-Hydrologically Connected Area, as it is currently submitted, due to the natural Class 6 land.
- 2) Allow the application to be added into the ranking for new acres in the Non-Hydrologically Connected Area but award no points for the land alterations.
- 3) Allow the application to be added into the ranking for new acres in the Non-Hydrologically Connected Area and award an increase in points for the land alterations.
- 4) Reduce the size of the irrigated field so the total portion that was originally class 6, 7, or 8 land due to slope, is now less than 20% of the total.

Attachments:

Schmit ArcMap Aerial - Pre-alteration (2014)

Schmit ArcMap Aerial with Class 6 - Class 6 ground overlaid on 2014 aerial

Schmit ArcMap Hillshade - Lidar hillshade

Schmit Post Leveling - Surface map provided by Proskovec Earthmoving

Schmit Google Earth - Aerial photo from 4/2016 showing the trees and leveling

Much discussion followed on these different options.

6.C.1.a.3. Variance Requests in the Restricted Development Areas
No new updates.

6.C.1.a.4. Well Permit Program

6.C.1.a.4.A. Well Permits Approved

2 new permits were approved since the last Committee meeting.

| Landowner | Number Of Wells | Number Of New Irrig |
|------------------------|------------------------|----------------------------|
| Fremont Family YMCA | 1 | 0 |
| William K Becker | 1 | 0 |

The total number of approved permits for 2016 is 9.

Location of Approved Well Permits for 2016: Correct as of
7/27/2016

| County | Irrigation -New | Irrigation -Replacement |
|---------------|------------------------|--------------------------------|
| Butler | 0 | 0 |
| Colfax | 0 | 1 |
| Dodge | 0 | 3 |
| Boone | 1 | 1 |
| Madison | 0 | 0 |
| Platte | 0 | 0 |
| Saunders | 1 | 0 |
| Total | 2 | 5 |

6.C.1.a.5. Irrigation Runoff Complaint

2016 Irrigation Complaint

On Thursday morning, July 21, 2016, Oaklund received a complaint (phone call) regarding the end gun of one of Duane Ratkovec's pivots watering a county road in Butler County. Oaklund called Ratkovec's cell phone and left a callback number since his 'mailbox was full'. Oaklund then called the Butler County Sheriff's office and was told by the dispatcher that the Sheriff's office had also logged the complaint about Duane Ratkovec's end gun spraying on the county road. At 9:05 a.m. Oaklund, with two interns, arrived at County Road X, between County roads 33 and 34. The end gun from the pivot in the SE $\frac{1}{4}$ of Section 35-T15N-R4E (G-169044) was watering County Road X south of Larry Ratkovec's house – from the "School Bus Stop Ahead" sign (north) to the top of the rise (south), a distance of more than 100 feet. The end gun was spraying all the way across County Road X to the cornfield in the SW $\frac{1}{4}$ of Section 36. At 9:11 a.m. Oaklund again called Duane Ratkovec's cell phone. Ratkovec answered and said he would come to the site. Oaklund and Ratkovec discussed this situation about the water Ratkovec is pumping leaving his property, a violation of Nebraska law. Duane Ratkovec rode his 4-wheel ATV to the well and shut off the end gun at 9:21 a.m. When Ratkovec returned he and Oaklund continued the discussion regarding this incident and previous years' incidents of the end guns from Ratkovec's pivots spraying county roads. This discussion continued for approximately $\frac{1}{2}$ hour. Oaklund wrote a note with the date and time of the next Water Committee meeting and gave it to Duane Ratkovec. Duane folded the note, put it in his pocket, and said that he would attend the meeting. After leaving the site Oaklund returned phone call to Larry Ratkovec. Oaklund also told Larry Ratkovec the date and time of the next Water Committee meeting and Larry Ratkovec also indicated that he would attend the meeting. Both individuals attended the Water Committee meeting. Duane Ratkovec stated that vandalism was the cause of the pivot watering the road and this has happened several times in the past. This has been reported to the Sheriff's Office and has been investigated. Duane Ratkovec stated that both himself and the Sheriff's office have now placed remote recording devices to catch the individuals involved. Larry Ratkovec called our office on Friday July 29, 2016 to report that this same pivot in question watered the county road again the previous night.

6.C.1.a.6. Transfer of Water Rights

Martensen (Cech) land irrigation in NW $\frac{1}{4}$ of Section 34-T18N-R3E

On January 15, 2016, the acres owned by Delores Cech in the NW¼ of Section 34, Township 18 North, Range 3 East (southwest of Shell Creek) were sold to three of her children who now each have ? interest in the land. The new owners are John Cech (son), Ron Cech (son), and Nancy Martensen (daughter, whose husband is Dan Martensen). Oaklund has been working with Dan Martensen for the changes to his surface water right from Shell Creek. On June 27, 2016, Dan and Nancy Martensen, John and Julie Cech, and Ronald and Dawn Cech, on behalf of CMC Land Holdings, LLC., filed a Relinquishment of Water Appropriation, REL-5709, in the office of the Department of Natural Resources, relinquishing the right to divert water under appropriation A-6523 for the irrigation of 70 acres in the NW¼ of Section 34-T18N-R3E (see attachment).

This is the final requirement for completion of the Motion Passed at the February 8, 2016 Board meeting. [Note: Dan Martensen and Ron Cech attended the January 28, 2016 Water Committee meeting to answer questions regarding this project. Section 34-T18N-R3E is the eastern most section in the new Richland-Schuyler *North* Phase 2 Area.]

**Below is summary from the February 8, 2016 Board Meeting
Cech Irrigation in NW¼ of Section 34-T18N-R3E**

On January 15, 2016, the acres owned by Delores Cech in the NW¼ of Section 34, Township 18 North, Range 3 East, Lower Shell Creek subarea (south west of Shell Creek) were sold to three of her children who now each have interest in the land. The new owners are John Cech (son), Ron Cech (son), and Nancy Martensen (daughter, whose husband is Dan Martensen). In the week prior to the purchase of this land Dan Martensen contacted Russell Oaklund regarding the certified acres for this land and the surface water right from Shell Creek for this ground. The records of LPNNRD show that there are 67 acres certified as irrigated from irrigation well G-001817 with some additional certified irrigation acres from the surface water permit. The records of the Department of Natural Resources show that surface Water Appropriation A-6523 is a permit with a priority date of July 30, 1954, to divert water from Shell Creek for irrigation of 70 acres in the NW¼ of Section 34.

Following their purchase of the land Dan Martensen made an appointment to meet with Oaklund at the LPNNRD office in Wahoo. On Wednesday, January 20th, Martensen met with Oaklund in LPNNRD office. Martensen related that the Delores Cech ground has been with gated pipe from irrigation well G-001817 and with a pump from Shell Creek. Martensen related that for more efficient use of irrigation water they would like to install a pivot and use the irrigation well as the source of water for irrigation. By removing some trees they could position the pivot to make a full circle covering 120 acres and irrigate only 17 acres outside the pivot with gated pipe. Martensen

related that the additional time and expense needed to maintain the pumpsite and pump on Shell Creek are probably not worth it and they would be willing to relinquish their surface water right from Shell Creek if they could receive approval from LPNNRD to irrigate the land from irrigation well G-001817 (as indicated above). During this meeting Oaklund called the Department of Natural Resources in Lincoln and discussed surface Water Appropriation A-6523 with Susan France. The seventy acres approved for irrigation from Shell Creek under A-6523 remain “in full force and effect.”

On Thursday, January 21st, as per the appointment made with the DNR, Dan Martensen met with John Miller in Lincoln. During this meeting Miller called Oaklund regarding surface Water Appropriation A-6523. After this meeting Martensen stopped at LPNNRD. He again related that it would be more practical, economical, and a more efficient use of water to irrigate with a center pivot from the irrigation well. Dan Martensen related that he will attend the Water Committee meeting on January 28, 2016. An aerial photo showing the NW¼ of section 34 is attached. [Note: Section 34-T18N-R3E is the eastern most section in the new Richland-Schuyler *North* Phase 2 Area.]

Report by Russ Oaklund

Ron Cech and Dan Martensen attended the Water Committee meeting on January 28, 2016 in regard to this request. They are willing to retire the surface water right in exchange to irrigate the entire field.

6.C.1.a.7. Special Quantity Subareas

The summer measurements of the GWEL network wells within and adjacent to the SQS areas is scheduled to start in early August.

Staff has been checking flow meters, making and receiving calls from producers in this area, and measuring water levels. The precipitation received in this area has promoted some producers to call LPNNRD asking that we wait to go into their fields to prevent tracking up their access road. Producers have also inquired about the cost-share program for their flow meters.

Question concerning irrigation before flow meter installed for Bryce Grotelueschen (see attached document).

6.C.1.a.7.A. SQS AEM Flights and WSF Contract

The AEM flights have been completed in both our SQS areas. Preliminary data should be available at the end of the year and the final report is due in August 2017. We have received the

WSF contract from DNR for the AEM flights (see attached contract). We will need a motion for approval.

6.C.1.a.7.B. SQS Areas and WSF Flow Meter Cost Share Program

The LPNNRD has received the WSF contract from DNR for the cost-share program on flow meters (see attached contract). We will need motion for approval. Once approved we can start this cost share program with producers.

6.C.1.a.8. Lower Platte River Basin Water Management Plan Coalition (LPRBC)

The LPRBC Managers meeting was held at LPNNRD on Wednesday, July 6, 2016. The main topic of concern was: what are the target flows at Louisville? See attached agenda.

Future management direction was outlined:

1. Target % of flows at Louisville
2. Distributions of excess supply among the member NRD's: evenly / a percent of the supply / number of irrigable acres
3. Plan implementation at the NRD level

It looks like the hydropower (Loup Power Canal water right) will be credited to the Loup Basin.

6.C.1.a.9. Voluntary Integrated Water Management Plan - LENRD and LPNNRD

We have forwarded the last changes approved by the Board to DNR and Olsson Associates for their review. No new updates yet.

Steps for approval of LPNNRD V-IMP

| | |
|---|---------|
| Water Comm. and Board approval of Goals, Objectives, and Action Items (G,O,AI of V-IMP) | Done |
| Submit to Olsson Assoc. and DNR of revised G,O,AI of V-IMP as well as edited Plan. | Pending |
| Review and final comments by Stakeholders Comm. | |
| Review and approval of Water Comm. and Board of entire V-IMP | |

| | |
|--------------------------------------|--|
| Submit to DNR for their final review | |
| Hold public hearings | |
| Final approval of V-IMP | |

We have received an invoice from Olsson Associates concerning work they have done for our V-IMP in the amount of \$530.16 (see attached invoice). This is on contract so does not need approval by the Water Committee.

6.C.1.a.10. Cost Share Programs

6.C.1.a.10.A. Irrigation Well Sample Kits

Requests for 132 irrigation kits have been received. One request for ten sample kits was received the day of the Water Committee (July 27, 2016), while 33 water samples from producers were also received the same day and will be sent to the lab for testing.

6.C.1.a.10.B. Nebraska Agricultural Water Management Network (NAWMN)

Eight producers have ordered equipment for 2016 in our NAWMN program. Aaron Nygren (Colfax County Extension Educator) has delivered the equipment to six of them and then guided them with installation of the equipment.

6.C.1.a.11. Bellwood Phase 2 Area

2016 is the fourteenth year of this Phase 2 Area. This area was reduced from 32 sections to 21 sections in 2015.

6.C.1.a.12. Richland - Schuyler Phase 2 Area

Oaklund met with one producer in his yard to answer questions regarding Phase 2 requirements. Oaklund, with the interns, reviewed the locations of the tens sections of this area (the ten sections immediately north of the Phase 3): Township 18 North, Range 2 East, sections 31 to 36; Township 18 North, Range 3 East, sections 31 to 34. During this review we looked at Dan Martensen's new pivot in the east section of this area and discussed surface water rights.

6.C.1.a.13. Richland - Schuyler Phase 3 Area

2016 is the first year of this Phase 3 Area. This Phase 3 area went into effect September 1, 2015. The 55 sections of this area first went into a Phase 2 Area in 2004.

6.C.1.a.14. LPNNRD Operator Certification

No new update.

6.C.1.a.15. Certifying Acres in Saunders and Dodge Counties

Chris Poole was able to get all the landowners in Saunders County to fill out their acre certifications and turn them in without having to issue notice for a Cease & Desist Order.

Phoenix group has provided an update of their database project for the LPNNRD and Poole will be testing it on the acre certifications remaining in Dodge County.

6.C.1.b. CHEMIGATION

For 2016 we have 478 renewals and 91 new permit applications for a current total of 569. The NRD is required to inspect each chemigation site at least once every three years. This means we are approaching an average of 200 inspections each summer.

Summer chemigation inspections are listed below:

| | Number to be inspected this summer | Number inspected | |
|----------------|---|-------------------------|--|
| Renewal | ~138 | 123 | |
| New | 91 | 84 | |

The breakdown, by county for the 91 new chemigation permit applications, are listed below:

| County | New Chemigation Applications |
|---------------|-------------------------------------|
| Boone | 5 |
| Butler | 14 |
| Colfax | 11 |
| Dodge | 13 |
| Madison | 0 |
| Platte | 12 |
| Saunders | 36 |

The breakdown by county for renewal inspections this year.

| County | Number of Renewals |
|---------------|---------------------------|
| Boone | 15 |
| Butler | 15 |
| Colfax | 5 |
| Dodge | 19 |
| Madison | 1 |
| Platte | 22 |
| Saunders | 46 |

| County | Number Of Renewals |
|----------|--------------------|
| Boone | |
| Butler | |
| Colfax | |
| Dodge | |
| Madison | |
| Platte | |
| Saunders | |

| County | Number Of Renewals |
|----------|--------------------|
| Boone | |
| Butler | |
| Colfax | |
| Dodge | |
| Madison | |
| Platte | |
| Saunders | |

| County | Number Of Renewals |
|---------|--------------------|
| Boone | |
| Butler | |
| Colfax | |
| Dodge | |
| Madison | |
| Platte | |

6.C.1.c. LIVESTOCK WASTE PERMITS

The LPNNRD has received two livestock permit applications from DEQ since the last Water Committee meeting.

| Name | Livestock | Type of Permit |
|--|---|--|
| Mead Cattle Company 1344 County Road 10 Mead NE 68041 | Cattle 30,000 head 30,000 A.U. | Modification of construction and operating permit Modification of NPDES permit coverage |
| Kevin & Lyle Herchenbach Operation 42616 505 Street Lindsay NE 68644 | Finishing Swine 4,000 Head 1,600 S.U. | New Construction and Operating Permit |

| | | |
|--|--|--|
| | | |
| | | |

Description of permit application:

An additional application for a major modification of operating permit for Mead Cattle Company. This is for additional work they plan to do on their holding ponds and new manure handling plan (July 1, 2016).

Kevin & Lyle Herchenbach is for a new finishing swine operation located 2 miles northeast of Lindsay (July 11, 2016).

6.C.2. GROUND WATER PROGRAMS

6.C.2.a. DECOMMISSIONED WELL PROGRAM

6.C.2.a.1. Well Estimates

One new well has been reviewed and approved by Gottschalk for decommissioning since the last Committee meeting.

| Well Owner | Type of Well | Cost Share Estimate |
|-------------|--------------|---------------------|
| Louis Kavan | Stock well | \$639.91 |
| | | |

6.C.2.a.2. Plugged Wells

No wells have been plugged, reviewed, or ready for cost share payment approval this month.

6.C.2.b. LOWER PLATTE NORTH NRD GROUND WATER STUDIES

6.C.2.b.1. Eastern Nebraska Water Resources Assessment (ENWRA)

Lower Elkhorn NRD is going to apply for another WSF grant request by July 29, 2016 for more AEM flights in their District. They are proposing to fly the south-eastern portion of their district and they have asked Papio and LPNNRD if we wish to be a part of this application. Areas that the LPNNRD should focus on are the Restricted Development Areas and areas with confined (artesian) aquifers. The area that is adjacent to LENRD would be the Platte River Uplands subarea which is north west of Fremont. If 1/3 mile spacing is done then the estimated total flight miles is ~54 miles. Using proportional amounts to our current AEM flights therefore has an estimated total cost of \$37,000 of which \$15,000 would be LPNNRD portion. This should include AEM flights, data inversion, and final report.

After much discussion the Water Committee members thought the LPNNRD should try to fund this study.

6.C.2.c. NEW MONITORING WELLS

Of the eight (older) loggers from 2006 and 2007, four have now been replaced. These loggers were expected to function for 7-8 years and have exceeded this time.

Downey Drilling has completed the drilling and installation of three new monitoring wells: Dodge County, east of Ames (NB-1) – shallow well 25' depth and deeper well 240' depth; Saunders County, west of Malmo (P-3) 495' depth. Downey has completed the Well Registrations for these wells with the Department of Natural Resources. A data logger has been installed in the Malmo though a longer cable will still need to be ordered. The uplift water pressure in the deep Ames well continues to be evident -- when the pressure cap is removed from the top of the cased well the water begins to outflow in less than a minute.

6.C.2.d. GROUND WATER ENERGY LEVELS

As already mentioned NRD staff will start GWEL measurements in our SQS areas starting in early August.

Level measurements for the Wann Basin area near the former Ordnance Plant at Mead will be scheduled for the end of August.

6.C.2.e. GROUND WATER QUALITY SAMPLING

Staff begun annual sampling of the 53 wells in the District that make up the Statewide Network. Samples have been collected at 26 sites.

6.C.3. SURFACE WATER PROGRAMS

6.C.3.a. STATE LAKES, FOR THE WEEK OF JULY 18-22, 2016

6.C.3.a.1. Bacteria Sampling

Lakes that tested high for *E. coli* bacteria this week. *E. coli* levels measured above 235 colonies/100 ml of sample are considered a higher risk for illness when swimming. Considering the more rapid changes in bacteria conditions, signs are not posted with these higher levels although DEQ wants people to be aware and use their own judgment on their use.

No lakes were found to have high bacteria levels

6.C.3.a.2. Toxic Algae

Lakes that will be on “Health Alert” this week. It is DEQ policy that any lake that has microcystin levels over the established criterion of 20 ppb will be placed on “Health Alert” Status until such time that it has tested below 20 ppb for two continuous weeks. If a lake is under a Health Alert, signs will be posted recommending people avoid full body contact activities such as swimming, wading, skiing, jet skiing, etc. Non-contact activities such as boating, fishing, and camping are OK.

Lakes with High Microcystin Levels

- Big Indian Creek Lake in Gage County
- Swan Creek Lake #5A in Saline County

6.C.3.b. USGS WATER QUALITY MONITORING ON SHELL CREEK

Attached is an invoice from USGS for the water quality monitoring on Shell Creek for the amount of \$5,600. Since this is part of an existing contract, approval by the Water Committee is not necessary.

6.C.3.c. USGS STREAM FLOW GAUGING SITES

The LPNNRD has received an invoice from USGS for stream flow measurements taken on Shell Creek, Wahoo Creek, and a real time continuance groundwater level monitoring site at ARDC. The amount is \$16,490 and is part of an existing contract so approval by Water Committee is not necessary.

6.C.4. OTHER

6.C.4.a. LPNNRD WATER PROGRAMS BUDGET FY14-15

The Budget workshop is scheduled for Wednesday, August 3, 2016 starting at 5:00 pm at the LPNNRD office.

6.C.4.b. GMDA ANNUAL CONFERENCE

The GMDA Summer Session was held in Yakima WA from June 29 to July 1, 2016. The Yakima Water District is very progressive and well organized. All water uses in the basin from agriculture, municipal, environmental, recreation, and tribal concerns are actively working together to sustain the resource and willing to compromise.

They are also addressing the effects of climate change. With the winters getting warmer more of the precipitation is falling as rain as opposed to snow. They already have 5 reservoirs in the basin and looked at snow pack as their 6th reservoir. Since snow pack is less important they are looking at more reservoirs to collect this rainfall.

The Winter Conference will be held in Fort Worth Texas in early January 2017.

6.C.4.c. 2016 SUMMER INTERNS

The three summer interns are now assisting Tyler with the remaining chemigation inspections and are collecting water samples now that the precipitation has slowed and producers are irrigating. They have less than a month until the fall semester begins.

6.C.4.d. COMMENTS FROM THE PUBLIC

Four members of the general public attended the Water Committee meeting.

Duane Ratkovec

Larry Ratkovec

Simone Rock of HDR

Mary Woptika

6.D. Projects Committee - Action as Required

6.D.1. SWCP

Last week we received our SWCP State allocation for this fiscal year of \$ 114,164.19. I will be updating our spreadsheet and have it available for the Committee next month.

I have also attached the breakdown for all districts across the state.

6.D.1.a. SWCP Application Approvals

None

- 6.D.1.b. SWCP Payments
15-S-16 David Hartman Terraces/Tile/Basins \$ 10,962.26
- 6.D.1.c. SWCP Cancellations
None
- 6.D.1.d. Wahoo Creek Cost Share Payments
None
- 6.D.1.e. Wahoo Creek Cost Share Cancellations

Lands For Conservation Cancellations:

James Egr \$ 2,760.00
William Laughridge \$ 2,760.00

(Both contracts were cropped this year and forfeited LFC payments)

- 6.D.1.f. Wahoo Creek Cost Share Approvals
None
- 6.D.2. WATERSHEDS
 - 6.D.2.a. Shell Creek Watershed
The Shell Creek Plan is still under NDEQ/EPA review.
 - 6.D.2.a.1. Shell Creek NoTill assistance Payments

Attached are three landowner Shell Creek no-till contract payment requests that are part of the original Shell Creek Grant we took over from the SCWIG. These payments will be taken from banked grant funds that were transferred to LPNNRD when we accepted administration of that grant. The 2016 payments are:
Steve Backes : \$1,179 (117.9 acres)
Duane Backes: \$935 (93.5 acres)
Eldon Jedicka: \$206 (20.6 acres)

- 6.D.2.b. Wahoo Creek Watershed
Mountford reports that our preliminary application for assistance through NRCS's Regional Conservation Partnership Program (RCPP) has passed the first round for building two proposed Wahoo Creek Watershed dams (Site 26 & 27 as attached) has passed the first round. We are now being requested to submit a full application by September 19, 2016. Mountford will be working on this proposal with NRCS after participating in a webinar in early August. While most of the application work is planned to be completed in-house, we may benefit from having an engineering firm provide technical data and update project costs. The committee is asked to consider allowing staff to retain services from an engineering firm if needed to improve our application. For the pre-application, Mountford estimated a total construction and landrights costs at \$1,762,500 to complete both structures. If successful, the RCPP program would provide up to 50% assistance.

- 6.D.3. LOWER PLATTE RIVER CORRIDOR ALLIANCE

At the July 11 Board Meeting, a motion failed to support the proposed LPRCA budget for FY 16 - 17 which mean we are a non-contributing Alliance member. While the base annual dues are \$16,000 with another \$7,000 contingency, it is suggested to consider at least continuing as a non-dues paying member through FY 16-17 opposed to withdrawing entirely.

It should be noted that the Board has already approved budget commitments for certain efforts that fall under the Alliance umbrella. The larger commitment by our Board was to be a partner in the Leshara water quality monitoring effort with several other partners over the next three years. The Alliance was to be the lead for bringing everyone together with our contributions over the next three fiscal years being \$9,696 in FY17, \$6,379 in FY18 and \$4,173 in FY19.

We have also previously agreed to help support the website (\$700) and ESRI agreement to store project data (\$834). These are longer term commitments. The total amount of previous Board commitments for FY 2017 total \$11,230.

Committee discussion and a possible recommendation is requested.

6.D.4. OTHER

6.D.4.a. Army COE 205 Projects

6.D.4.a.1. Fremont GI Study

Miyoshi and Heimann met with NDOR on July 15th concerning the Hwy 30 Expressway and its crossing of our Rawhide Diagonal Ditch in the area of Co. Rd 20th Ave. The NRD needs O & M access to the Diagonal Ditch where the highway intersects it, the NRD needs the capability to get to the head wall of the Diagonal and maintain the ditch. Also the Highway intersects flood water storage cells in which the District has easements. The new Highway will fill in some of this easement area, this may require mitigation. The top of the roadway will exceed the elevation of the 100-yr event. We are also concerned about the length of bridge (600+') over our ditch but, FEMA is currently reviewing the flood way. DOR agreed to extend the bridges by a minimum of 110 feet to allow flood water to move into the storage cell as designed. (Aerial Maps Attached)

Later that day we met with the COE and U.P.R.R regarding construction of the levee along the Railroad and Military St. in Fremont. There is uncertainty as to whether there is enough space to accommodate a third rail or if Military Street could be on top of the levee or the seepage berm. Also discussed were closure structure(s) where the levee would cross the railroad. U.P. will discuss in house and get back to the Corps.

On July 21st we met with the COE and NDOR on the Fremont Levee system and future Highway 30 alignment/construction. NDOR will start

letting contracts starting in late 2017, then 2018 and 2019 with each of the three segments under a 2.5 year construction period. It's a little unclear as to where the levee would cross the Highway system, there will be multiple locations for road closure systems and uncertainty on the type of closure systems to be used, the bridge length over the NRD Diagonal ditch, and the levee and highway location in Southeast Fremont in relationship to the Costco development.

The Corps is organizing a Public Meeting in Fremont on September 6th for an update on the Fremont GI Levee Study.

6.D.4.a.2. Schuyler 205

Attached is "Amendment No. 2 to the Project Partnership Agreement Between the Department Of The Army, The City Of Schuyler, Nebraska, And The Lower Platte North Natural Resources District For Design And Construction Of The Platte River And Shell Creek (Section 205) Project, Schuyler, Nebraska". This amendment will allow the Army COE to include needed drainage ditch cleaning as part of Schuyler's levee cost-share project. By signing this agreement, there is no financial commitment from LPNNRD for the ditch cleaning.

6.D.4.b. Shell Creek Landowner Levee Project Update

Director Bailey reported that process is being made with regards to completing final engineering adjustments to the project and preparing a no-rise certificate for the City of Schuyler's review.

6.D.4.c. Review of Projects Draft Budget

The committee was reminded of our Director Budget Workshop scheduled for Wednesday, August 3rd, starting at 5:00 p.m.

6.D.5. WESTERN SARPY/CLEAR CREEK LEVEE REPORT

No new information to report.

7. Additional Action Items

7.A. Wahoo Creek Payment

Wahoo Creek Payment:

Tim Bartek Terraces/Tile/Basins \$ 2,022.13

7.B. Purchase Water Testing Supplies

A proposed educational activity for 2017 is well testing nights. Our first "Test Your Well Nights" in partnership with local FFA Chapters is September 29th. The following items need to be purchased:

Pocket Colorimeter: \$473 (3 x \$473 = \$1,419.00)

Ampules: \$33 for pack of 25 (4 x \$33 = \$132)

7.C. Deerson Annual Leave Payout

July 22 was Cassi Deerson's last day of work with us. Attached find a sheet that shows the hours of annual leave that are owed to her.

7.D. Campbell Annual Leave Payout

August 5th was Jenny Campbell last day of work with us. Attached find a sheet that shows the hours of annual leave that are owed to her.

7.E. SWCP Payment

James Fujan - Terraces - \$6,454.925

8. Approval of Bills Pending
9. Consent Agenda Adoption
10. Comments from Directors/Guests
11. Meeting Establishment/Adjournment

NOTE: The agenda is on file at the LPNNRD office and may be changed up to 24 hours prior to the meeting as scheduled.

Wahoo Field Office

Mark Walkenhorst, District Conservationist
 District Secretary, Marla Milliken
 Resource Conservationist, Jami Thoene
 Soil Conservation Technician, Sean Elliott
 NRD Technician, Kelly Bartek
 Compliance Specialist, Becky Pieper
 Soil Conservation Technician, Joshua Charles
 Pheasant Forever Biologist, Robert Gray

Columbus Field Office

Secretary, Jeri Rosno
 Resource Conservationist, Eric Smith
 Soil Conservation Technician, Bill Bos
 Program Assistant, Melissa Foreman
 WRP Team 6 Coordinator, David Bichlmeier
 LLNRD Technician, Ed Drozd

David City Field Office

District Secretary, Susan Leu
 Resource Conservationist, Bryan Euse
 Soil Conservation Technician, Greg Havlovic
 Pheasant Forever Biologist, Robert Gray

Fremont Field Office

District Secretary, Vacant
 Resource Conservationist, Jeremiah Schutz
 Soil Conservationist Technician, Brian Hagerbaumer

Schuyler Field Office

District Secretary, Patty Holmberg
 Resource Conservationist, Brach Johnson
 Soil Conservationist, Jenna Kampschnieder

Personnel

Jenny Campbell, Secretary at the Fremont NRD/NRCS Field Office, has decided to move to another position and has quit her position as of Friday, August 8 2016. Working for over 10 + years at the Fremont Office, Jenny has taken a new position with the Fremont Bergan School system.



LPNNRD Student Trainee for the summer, Dylan Codr, from Lincoln, Nebraska. He is currently working at the NRCS office in David City as a Student Trainee, Soil Conservationist. Dylan previously worked as a Contract Employee in the Syracuse office, last year. He will be a senior at Northwest Missouri State University, where he is currently studying Agronomy and Animal Science. Dylan has been working on the farm since he could walk, and has learned the importance of conserving the land. For this reason, Dylan chose to join the NRCS in order to utilize and improve his understanding of conservation, so he may later share my knowledge and experience with others.

Water Retention Practices available to Land Users

Refer to attached synopsis's regarding information available to land users regarding different water retention practices available.

Program Deadlines Dates

2016 EQIP
2016 ACEP (WRP, GRP)
2016 CSP-SIGNUP
2016 NWQI Wahoo Creek
2016 NRD programs

October 21 2016
Ongoing
Ongoing
Ongoing
Ongoing

Example of Water Retention Structures Available to land users – Examples. Does not include Criteria, Design Criteria, Operations and Maintenance, Considerations of each practice and Plans and Specifications. Conservation practice standards are reviewed periodically and updated if needed. To obtain the current version of this standard, contact your Natural Resources Conservation Service State Office or visit the Field Office Technical Guide at <https://efotg.sc.egov.usda.gov/treemenuFS.aspx>

DAM, MULTIPLE-PURPOSE

DEFINITION: A dam, constructed across a stream or natural water course, with designed reservoir storage capacity specifically provided for two or more purposes such as floodwater retardation and irrigation water supply, municipal water supply, and recreation, etc. Does not include POND

THIS PRACTICE APPLIES ONLY TO SITES MEETING ALL THE FOLLOWING CRITERIA:

- Topographic, geologic, hydrologic, and soil conditions at the proposed site are satisfactory for the development of a feasible dam and reservoir.
- The drainage area above the pond must not have less than 75 percent land adequately treated and must be protected against erosion to the extent that expected sedimentation will not shorten the planned effective life of the structure.
- Water is available from a single or combined source of surface runoff, base flow, or from subsurface storage in sufficient quantity and adequate quality to satisfy the intended purposes.

GRADE STABILIZATION STRUCTURE

DEFINITION: A structure used to control the grade and head cutting in natural or artificial channels.

PURPOSE: To stabilize the grade and control erosion in natural or artificial channels, to prevent the formation or advance of gullies, and to enhance environmental quality and reduce pollution hazards.

CONDITIONS WHERE PRACTICE APPLIES: In areas where the concentration and flow velocity of water require structures to stabilize the grade in channels or to control gully erosion. The practice applies to all types of structures, including a combination of earth embankments and spillways, either full-flow or detention-type structures. This practice also applies to channel side-inlet structures installed to lower the water from a field elevation, a surface drain, or a waterway to a deeper outlet channel.

POND

DEFINITION: A water impoundment made by constructing a dam or an embankment or by excavating a pit or dugout. In this standard, ponds constructed by the first method are referred to as embankment ponds and those constructed by the second method as excavated ponds. Ponds constructed by both the excavation and the embankment methods are classified as embankment ponds if the depth of water impoundment against the embankment at spillway elevation is 3 ft. or more.

PURPOSE: Ponds are constructed to provide water for livestock, fish and wildlife, recreation, fire control, crop and orchard spraying, and other related uses.

CONDITIONS WHERE PRACTICE APPLIES: This standard applies to ponds located in predominantly rural or agricultural area when:

- Failure of the structure would not result in loss of life; in damage to homes, commercial, or industrial buildings, main highways, or railroads; or in interruption of the use or service of public utilities. (Dam of hazard class “a”).
- The product of the storage times the effective height of the dam does not exceed 3,000. Storage is defined as the volume (acre-feet) in the reservoir below the elevation of the crest of the auxiliary spillway. Effective height of the dam is defined as the difference in elevation (feet) between the auxiliary spillway crest and the lowest point in the cross section taken along the centerline of the dam.
- The vertical distance between the lowest point along the centerline of the dam and the crest of the auxiliary spillway does not exceed 35 feet.
- Site conditions are such that the runoff from the design storm can be safely passed through (1) a natural or constructed auxiliary spillway, (2) a combination of a principal spillway and an auxiliary spillway, or (3) a principal spillway.
- The drainage area above the pond has been protected against erosion to the extent that expected sedimentation will not shorten the planned effective life of the structure. The drainage area shall be large enough that surface runoff and groundwater flow, will maintain an adequate supply of water in the pond and the quality of the water delivered to the site is suitable for its intended use.
- The reservoir topography of the site will permit storage of water at a depth and volume which insures a dependable supply, considering beneficial use, sedimentation, season of use, and evaporation and seepage losses.
- Reservoir soils, where surface runoff is the primary source of water for a pond, are impervious enough to prevent excessive seepage losses or are of a type that sealing is practicable.

SEDIMENT BASIN

DEFINITION: A basin constructed with an engineered outlet, formed by an embankment or excavation or a combination of the two.

PURPOSE: To capture and detain sediment laden runoff, or other debris for a sufficient length of time to allow it to settle out in the basin.

CONDITIONS WHERE PRACTICE APPLIES: This practice applies to construction sites and lands disturbed by natural disasters:

- Where physical conditions or land ownership does not allow treatment of a sediment source by the installation of erosion-control measures.
- Where a sediment basin offers the most practical solution.
- Where failure of the basin will not result in loss of life, damage to homes, commercial or industrial buildings, main highways or railroads; or in the use of public utilities.
- The product of the storage times the effective height of the dam is less than 3,000. Storage is the volume, in acre-feet, in the reservoir below the elevation of the crest of the auxiliary spillway.
- The effective height of the dam is 35 feet or less. The effective height of the dam is the difference in elevation, in feet, between the auxiliary spillway crest and the lowest point in the cross section taken along the centerline of the dam.
- The Hazard Class of the dam is Low.

WATER AND SEDIMENT CONTROL BASIN

DEFINITION: An earth embankment or a combination ridge and channel constructed across the slope of minor watercourses to form a sediment trap and water detention basin with a stable outlet.

PURPOSE: This practice may be applied as part of a resource management system for one or more of the following purposes:

- To reduce watercourse and gully erosion
- To trap sediment
- To reduce and manage onsite and downstream runoff

CONDITIONS WHERE PRACTICE APPLIES: This practice applies to sites where:

1. The topography is such that terraces cannot be installed and farmed with reasonable effort.
2. Watercourse or gully erosion is a problem, and grassed waterways are not feasible.
3. Sheet and rill erosion is controlled by other conservation practices.
4. Runoff and sediment damages land and works of improvements.
5. Adequate outlets can be provided.

Do not use this standard in place of terraces. Use Conservation Practice Standard (600), Terrace or (362), Diversion when the ridge and/or channel extends beyond the detention basin. Install Water and Sediment Control Basins as part of a conservation system that adequately addresses resource concerns both above and below the basin. Where land ownership or physical conditions do not allow treatment of the upper portion of a slope, a Water and Sediment Control Basin may be used to separate this area from, and permit treatment of the lower slope. The uncontrolled drainage area above the basin shall not exceed 30 acres.

TERRACE

DEFINITION: An earth embankment, or a combination ridge and channel, constructed across the field slope.

PURPOSE: This practice is applied as part of a resource management system for one or more of the following purposes:

- Reduce erosion by reducing slope length
- Retain runoff for moisture conservation

CONDITIONS WHERE PRACTICE APPLIES: This practice applies where:

- Soil erosion caused by water and excessive slope length is a problem
- Excess runoff is a problem
- There is a need to conserve water
- The soils and topography are such that terraces can be constructed and reasonably farmed
- A suitable outlet can be provided

Managers Report
John Miyoshi
August 8, 2016

The U.S. Army Corps of Engineers are moving the Fremont GI Study forward conducting two separate meetings this month with Nebraska Department of Roads and Union Pacific Railroad. These meetings were to coordinate efforts where the proposed levee will interact with highways and railroads. The Corps also set the date for an Open House to update the public on the project and receive public input. The Open House will be held on October 18 with location and time not set, but would like to conduct the meeting at the Fremont Middle School with a start time around 6:00 p.m.

Fieldwork for the Annual Audit occurred the weeks of July 18 and August 1. Our accounting position is currently vacant so a greater amount of time was needed from Jill, Tom and me. HBE hopes to have the FY16 Audit to us prior to the September Board Meeting.

Jill is carrying a double load as she is performing the accounting duties for payroll, check writing and other pressing accounting needs.

The FY17 Budget has been the largest time demand this past month. Besides preparation for next years budget all expense and income funds for FY16 must be in balance for the State Budget worksheets to operate. After the Budget Workshop on August 3 it appears we will be lowering our property tax requirement by 10.4% and our property tax rate by an estimated 14% for Fiscal Year 2017. We will approve the budget tonight and set the tax rate at the September 12 Board Meeting as valuations will not be received until August 20.

We did not sponsor any SWF (Water Sustainability Fund) Grant applications this year, however we are included in and support several other districts' requests to the fund. Lower Platte South prepared and submitted an application for the Lower Platte Drought Contingency Plan. Lower Elkhorn may include a 15 to 20 square mile area of our district in an application for AEM work. Papio submitted an application to assist the Platte to Elkhorn groundwater study.

The end is in sight for our Basin Water Plan. The elected board will meet sometime in September or October see if we can reach an agreement on management of the available water supply in the basin.

Our Master Data Base went live today. During beta testing any bugs that showed up were fixed, so we will see what else shows up over the next few weeks as staff begin using it. All new pertinent data will now be placed directly into the Master Data Base.

The Ford Fusion was sold Friday for \$8,000. The Kelly Blue Book listed price was \$7,960.

Dodge County Field Office Assistant Jenny Campbell resigned effective August 5. Jenny was always a smiling welcome face at the NRCS office and will be missed. She will now be employed by Bergan Catholic Schools in Fremont where her schedule will be close to that of her two children who attend Bergan.

LPSNRD Manager Glenn Johnson's retirement celebration is Sunday, August 14 from 2:00 to 4:00 p.m. at the Antelope Valley Trail Center located at 228 N 21st Street in Lincoln. Glenn has been a

remarkable leader in the NRD system since it began in 1972. All of us will miss Glenn's contributions. The public is invited to attend the event.

**LOWER PLATTE NORTH NRD MINUTES
BOARD MEETING
July 11, 2016**

The regular monthly meeting of the Lower Platte North NRD Board of Directors was called to order at 6:00 p.m. at Lower Platte North NRD, Wahoo, NE on Monday, July 11, 2016.

1. NOTICE OF MEETING

The advanced notice of our July 11, 2016 board meeting was published on June 23, 2016 in the Banner Press, Columbus Telegram, Fremont Tribune, Schuyler Sun and Wahoo Newspaper.

Chair Hannah informed those present that a copy of the "Open Meeting Act" is posted for public viewing.

Pledge of Allegiance

2. ROLL CALL - INTRODUCTIONS

DIRECTORS PRESENT AND CONSTITUTING A QUORUM:

| | | |
|---------|----------|-------------|
| Bailey | Birkel | Clausen |
| Feala | Gibney | Hagerbaumer |
| Hilger | Kavan | McDermott |
| Meduna | Olson | Pollard |
| Ruzicka | Saalfeld | Sabatka |
| Seier | Sobota | Veskerna |
| Hannah | | |

DIRECTORS ABSENT

STAFF AND GUESTS:

| | | |
|-----------------------------|-----------|----------|
| Miyoshi | Mountford | Murren |
| Breunig | Heimann | Deerson |
| TePoel | Oaklund | O'Reilly |
| Gottschalk | | |
| Legal Counsel Freeman-Caddy | | |

Sign in sheet attached to original minutes.

3. APPROVAL OF AGENDA

4. COMMENTS - ADVISORS/GUESTS/DIRECTORS

a. Guest Comments

b. NRCS Report

Mark Walkenhorst gave the NRCS/NRD July report.

c. NARD Report

Hilger reported on the NARD Board has not met this month.

d. NRC Report

None

e. Managers Report

Manager Miyoshi reviewed his written report.

f. Education Program

Representatives from the Greater Fremont Development Council updated the board prior to Board Meeting on the proposed poultry plant near Fremont.

McDermott made the motion, seconded by Pollard, to move the following items up on the agenda: 6.B.2.c. and 6.B.2.d. Motion carried all members present voting aye.

McDermott made the motion, seconded by Ruzicka, to make a formal request to the Nebraska Natural Resources Commission to allow LPNNRD to operate the Lake Wanahoo pool elevation at 1207 that is three feet below normal conservation pool and that other funding partners be notified of this action and asked for their opinion. Motion carried.

AYE: Bailey, Birkel, Clausen, Feala, Hagerbaumer, Hilger, Kavan, McDermott, Meduna, Pollard, Ruzicka, Saalfeld, Sabatka, Seier, Sobota, Veskerna

NAY: Gibney, Olson, Hannah

Gibney made the motion, seconded by McDermott, to use the remaining \$2,600 in the FYRA contract to work with landowners to study stream bank erosion along Sand and Wahoo Creek downstream of Wahoo.

Hannah moved to amend the motion, seconded by Meduna, by adding “and to study recent rainfall departure from normal in the Sand and Wahoo Creek watersheds” to the main motion. Amendment carried all members present voting aye.

The Amended motion now reads: “To use the remaining \$2,600 in the FYRA contract to work with landowners to study stream bank erosion along Sand and Wahoo Creek downstream of Wahoo and to study recent rainfall departure from normal in the Sand and Wahoo Creek watersheds. Motion carried.

AYE: Bailey, Feala, Gibney, Hagerbaumer, Hilger, Kavan, Meduna, Olson, Saalfeld, Sabatka, Seier, Veskerna, Hannah

NAY: Birkel, Clausen, McDermott, Pollard, Ruzicka, Sobota

5. APPROVAL OF MINUTES

Ruzicka made the motion, seconded by Pollard, to approve the minutes from the June 13, 2016 Board Meeting. Motion carried on consent agenda.

6. REPORT OF STANDING COMMITTEES

A. EXECUTIVE COMMITTEE REPORT

1. Meetings

a. Pending – None

2. Management Items

a. Director Absences – None

b. Bob Weaver

1. Monthly Conference Call and Report - Update Given

2. Monthly Bill

Ruzicka made the motion, seconded by Pollard, to approve payment of \$3,400 to Bob Weaver for June services and bill LPSNRD and Papio NRD for their share. Motion carried on consent agenda.

c. Riparian Taskforce Representative

Ruzicka made the motion, seconded by Pollard, to nominate and support Rich Tesar as a NRD representative for the Riparian Taskforce. Motion carried on consent agenda.

d. Education Program – Update Given

e. Director Computer Allowance Change – Update Given

f. Sale of Lickteig Property

Ruzicka made the motion, seconded by Pollard, to approve the “First Amendment to Settlement Agreement and Release” with Dave Lickteig and authorize the Board Chair to sign and to ratify action of the Executive Committee to honor the terms of the Settlement Agreement and approve the sale of the Lickteig property. Motion carried on consent agenda.

g. Ourada Complaint – No New Information

h. Payment of FYRA Contract – Update Given

i. Charitable Donations

Ruzicka made the motion, seconded by Pollard, to approve and accept donations for Trail Benches from: Robert McPeck, Joni Wimmer, St Wenceslaus Church, Tracey Johnson, Wahoo State Bank, Wahoo Dairy Queen, JEO Consulting Group, Paul Johnson, Corner Market and Scott’s Tree Service. Motion carried on consent agenda.

3. Equipment - None

4. Personnel – This item will be taken at the end of the meeting

5. Finance

a. Approval of Financial Reports

Ruzicka made the motion, seconded by Pollard, to approve the April and May Financial Reports as distributed to all board members. Motion carried on consent agenda.

b. Approval of Managers Expenses

Ruzicka made the motion, seconded by Pollard, to approve Manager Miyoshi’s time and expense sheets as attached to the Executive Committee Minutes. Motion carried on consent agenda.

c. Accounts Receivable Over 90 Days – Update Given

d. Budget

Ruzicka made the motion, seconded by Pollard, to hold the FY17 Budget Hearing at 5:00 p.m. on Monday, August 8, 2016 and the FY17 Levy Hearing at 5:00 p.m. on September 12, 2016 both conducted at the Lower Platte North NRD office in Wahoo. Motion carried on consent agenda.

e. Budget Workshop – Update Given

f. Tax Refund to Butler County

Ruzicka made the motion, seconded by Pollard, to declare special circumstances and refund Butler County \$1,092.68 for over payment of tax receipts and that this payment be made the same day as

approved by the Executive Committee. Motion carried on consent agenda.

g. AEM Flight Payment

Ruzicka made the motion, seconded by Pollard, to honor the Water Committee recommendation and declare special circumstances and make payment of \$125,000 to AGF for the AEM flights, making the payment the same day as approved by the Executive Committee. Motion carried on consent agenda.

h. Annual Schuyler Levee Payment

Ruzicka made the motion, seconded by Pollard, to honor the Projects Committee recommendation and declare special circumstances and make payment to Schuyler in the amount of \$25,000 toward our annual payment to Schuyler for the Schuyler 205 Project (total payments for FY16 would now be \$125,000). Motion carried on consent agenda.

Saalfeld made the motion, seconded by Pollard, that the June LPNNRD Executive Committee Minutes be received and placed on file. Motion carried on consent agenda.

B. OPERATIONS, EDUCATION & RURAL WATER COMMITTEE REPORT

1. Wild NE/CREP Report – None

2. OPERATION AND MAINTENANCE & OTHER ITEMS

a. O & M Crew – Update Given

b. Ice Jam Agreement Invoice

Ruzicka made the motion, seconded by Pollard, to pay Papio-Missouri River NRD \$1,723.60 for expenses accrued during 2015 and 2016 as per the Ice Jam Interlocal Agreement in which the fund balance is kept at \$150,000. Motion carried on consent agenda.

c. Lake Wanahoo Water Level – This item was taken earlier

d. Erosion Downstream from Lake Wanahoo – This item was taken earlier

e. Eagle Scout Project Expenses

Ruzicka made the motion, seconded by Pollard, to pay Max Hohn \$169.84 for construction cost to install four park benches at Lake Wanahoo for his Eagle Scout Project. Motion carried on consent agenda.

f. Robert Schmit Bellwood Dam Repair Request

McDermott made the motion, seconded by Sabatka, to assist Robert Schmit in repairing his dam located in the Bellwood Watershed at \$4,000. This work will prevent potential dam failure and any future damage to Bellwood, County roads and landowners downstream. Motion carried all members present voting aye.

g. Trouble Creek Dam & Rawhide Ditch Kremlacek Request – Update Given

h. Wanahoo SRA Electrical panel Bollard – Update Given

i. Equipment

McDermott made the motion, seconded by Hagerbaumer, to budget and purchase a John Deere XUV 825i at the quoted price of \$12,650 and a trailer at approximately \$1,400. Motion carried all members present voting aye.

j. Wanahoo Wildlife Area Parking

Ruzicka made the motion, seconded by Pollard, to develop a five vehicle parking lot with limestone surface at the old farmstead site on County Road 17 North of County Road O. (third mile of project, west side) Motion carried on consent agenda.

3. ROCK AND JETTY - None

4. EROSION & SEDIMENT RULES & REGULATIONS – Update Given

5. INFORMATION & EDUCATION

a. Information

1. Radio and Web Ads – Update Given

2. Viaduct/Annual Report – Update Given

b. Education

1. Husker Harvest Days - Update Given

2. Platte River Time-lapse Project

Ruzicka made the motion, seconded by Pollard, to participate in the Platte River Time-lapse Project for three years at a cost of up to \$1,800 per year. Motion carried on consent agenda.

3. Nature Education Trail/Disc Golf Course

Ruzicka made the motion, seconded by Pollard, to approve staff working to acquire sponsorship commitments for the Nature Education Trail/Disc Golf Course Project as outlined in the O, E & RW committee minutes. Motion carried on consent agenda.

c. Computer – None

6. RURAL WATER SYSTEMS – Update Given

a. Colon – Update Given

b. Bruno – Update Given

c. Other – None

Ruzicka made the motion, seconded by Pollard, that the July LPNNRD Operations, Education and Rural Water Committee Minutes be received and placed on file. Motion carried on consent agenda.

C. WATER COMMITTEE REPORT

1. REGULATORY

a. GROUNDWATER MANAGEMENT AREA

1. Variance Requests in the Hydrologically Connected Area – Update Given

2. Variance Requests in the Non-Hydrologically Connected Area – None

3. Variance Requests in the Restricted Development Areas – None

4. Well Permit Program

2. WATERSHEDS

a. Shell Creek Watershed

1. Dan Waak Dam Repair Project – Update Given

b. Wahoo Creek Watershed

Bailey made the motion, seconded by Saalfeld to budget funds in FY17 to pay off our existing Sand Creek Environmental Restoration Project indebtedness and to place future project reimbursements from NDNR into our Wahoo Creek and Shell Creek sinking funds for future flood damage reduction projects. Motion carried all member present voting aye.

3. LOWER PLATTE RIVER CORRIDOR ALLIANCE

a. Monthly Report – Update Given

b. LPRCA FY 2017 Budget

Bailey made the motion, seconded by Olson, to approve the LPRCA 2017 selected budget project and program items (as attached to the Projects Committee Minutes) totaling \$51,200 (as shown in black) and to budget an additional \$34,167 for projects and programs (50% of the total shown in red) that will require Board approval before moving forward. Motion failed.

AYE: Bailey, Feala, Gibney, Olson, Sabatka, Seier, Sobota, Veskerna, Hannah

NAY: Birkel, Clausen, Hagerbaumer, Hilger, Kavan, McDermott, Meduna, Pollard, Ruzicka, Saalfeld

4. OTHER

a. Update on Army COE 205 Studies

1. Fremont 205 – Update Given

2. Schuyler 205

A. Schuyler Assistance Payment Request

Ruzicka made the motion, seconded by Pollard, to approve payment of the remaining FY 2016 budgeted amount of \$25,000 to the city of Schuyler toward the construction expense of the Shell Creek 205 Levee Project. Motion carried on consent agenda.

b. Shell Creek Landowner Levee Project – Update Given

c. Review of Projects Financial Statement – Update Given

d. Lake Wanahoo Bathymetric Survey

Bailey made the motion, seconded by Birkel, to approve budgeting \$11,277 for completing a bathymetric survey and sediment analysis of Lake Wanahoo. To further approve hiring LakeTech and authorize the Board Chair to sign the attached contract to complete this work subject to obtaining \$7,500 grant assistance from NDEQ. Motion carried.

AYE: Bailey, Birkel, Clausen, Feala, Gibney, Hagerbaumer, Hilger, Kavan, Meduna, Olson, Pollard, Ruzicka, Saalfeld, Sabatka, Seier, Sobota, Hannah

NAY: McDermott, Veskerna

5. WESTERN SARPY/CLEAR CREEK LEVEE REPORT

Ruzicka made the motion, seconded by Pollard, that the July LPNDRD Projects Committee Minutes be

received and placed on file. Motion carried on consent agenda.

7. ADDITIONAL ACTION ITEMS

7a. Second Amended Interlocal Agreement for the Lower Platte River Phragmites Management Program

Sabatka made the motion, seconded by Meduna, to approve the Second Amended Interlocal Agreement for the Lower Platte River Phragmites Management Program as attached and authorize Manager Miyoshi to sign. Motion carried all members present voting aye.

7b. Fremont GI Payment Request

Ruzicka made the motion, seconded by Birkel, to make payment of \$75,000 to the US Army Corps of Engineers for the Fremont GI Study. Motion carried all members present voting aye.

7c. 2016 Hay Bids

McDermott made the motion seconded by Ruzicka, to approve the hay bids from Chuck Andel \$41.00 per ton at Homestead, Dan Ourada \$52.00 per ton at Czechland and Meduna Family Farms \$45.00 per ton at Wanahoo and that all bales be counted and paid for before they are removed. Motion carried all members present voting aye.

8. BILLS TO BE APPROVED

Olson made the motion, seconded by Feala, that all bills be approved and warrants be drawn in payment of the same. Motion carried all member present voting aye.

9. CONSENT AGENDA ADOPTION

Ruzicka made the motion, seconded by Pollard, to approve the July Consent Agenda. Motion carried all members present voting aye.

Item 6.A.4.a – Report from Personnel Sub-Committee was taken at this time

Meduna made the motion, seconded by Sabatka, to go into Executive Session at 8:59 p.m. to discuss Personnel and authorize the following staff to stay: Miyoshi, Mountford, and Legal Counsel Freeman-Caddy. Motion carried all members present voting aye. Motion carried all members present voting aye.

The Board returned to open session at 9:50 p.m.

Meduna made the motion, seconded by Hilger, to move up the following agenda item 6.A.4.i. - Hire Staff Engineer. Motion carried all members present voting aye.

6.A.4.i. Hire Staff Engineer

Hilger made the motion, seconded by Meduna, to pursue hiring a staff engineer and have them in place within six months.

Meduna moved to amend the main motion, seconded by Birkel, to have the Personnel Sub-Committee do the interviews and select the Engineer. Amendment failed.

AYE: Bailey, Birkel, Clausen, Hilger, Kavan, Meduna, Ruzicka, Veskerna, Hannah

NAY: Feala, Gibney, Hagerbaumer, McDermott, Olson, Pollard, Saalfeld, Sabatka, Seier, Sobota

The original motion was voted and motion carried with all members present voting aye.

6.A.4.b. Revised Job Description and Job Codes

Saalfeld made the motion, seconded by Olson, to approve the new Job Descriptions and Job Codes for LPNNRD employees as recommended by Zelle HR as attached to the Executive Committee Minutes. Motion carried all members present voting aye.

6.A.4.c. Performance Ratings

Meduna made the motion, seconded by Hilger, to lower one employees performance rating from 4.84 to 4.00 and approve the amended employee performance ratings as attached to the Executive Committee Minutes. Motion carried.

AYE: Bailey, Birkel, Clausen, Feala, Gibney, Hagerbaumer, Hilger, Kavan, McDermott, Pollard, Ruzicka, Saalfeld, Sabatka, Seier, Sobota, Veskerna, Hannah

NAY: Olson

6.A.4.d. Cost of Living Adjustment – Update Given

6.A.4.e. Removal of Jobs from the Salary Range List

Saalfeld made the motion, seconded by Olson, to remove the following positions from the LPNNRD job list; Bookkeeper, Information & Education Specialist II, Operations & Maintenance Manger II and GIS Assistant.

Hilger made the motion, seconded by Ruzicka to amend the main motion by include Large Projects Coordinator in the list of positions to be removed. Freeman-Caddy advised that this amendment was not listed as an agenda item and should not be moved forward. The maker of the amendment asked that it be withdrawn

Original motion carried all members present voting aye.

6.A.4.f. FY17 Salary Ranges

Olson made the motion, seconded by Ruzicka, to approve the FY17 Salary Ranges with a 10% limit on changes from last year as attached to the Executive Committee Minutes. Motion carried all members present voting aye.

6.A.4.g. FY17 Step Changes

Ruzicka made the motion, seconded by Saalfeld, to approve the following step advances for FY17: Angle from Step 6 to Step 7, Heimann from Step 6 to Step 7 and Gottschalk from Step 3 to Step 4. Motion carried.

AYE: Bailey, Birkel, Clausen, Feala, Gibney, Hagerbaumer, Hilger, McDermott, Olson, Pollard, Ruzicka, Saalfeld, Sabatka, Seier, Sobota, Veskerna, Hannah

NAY: Kavan

6.A.4.h. Approval of FY17 Salaries

Ruzicka made the motion, seconded by Sobota, to approve a 1.1% salary increase for all employees and fund the Step increases with a limit on any individual salary increase to 7.5% with the exception of the starting wage that must be a least 80% of midpoint as shown on the FY17 Salary Sheet. Motion carried all members present voting aye.

10. COMMENTS FROM DIRECTORS/GUESTS

11. MEETING ESTABLISHMENT AND ADJOURNMENT

The August Directors Meeting will be held on Monday, August 8, 2016, 6:00 p.m. Meeting adjourned at 10:24

p.m.

Discussion on all agenda items that have "Update Given" can be found in corresponding Committee Minutes.

The undersigned, the duly elected and acting Secretary of the Lower Platte North Natural Resources District (the "District"), hereby certifies that the foregoing is a true and correct copy of the minutes of the Meeting of the Board of Directors of the District held on July 11, 2016, that all of the matters and subjects discussed at the meeting were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the principal office of the District during normal business hours, and except for items of emergency nature, the agenda was not altered later than twenty-four (24) hours before the scheduled commencement of the meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the above minutes were in written form and available for public inspection within ten working days or prior to the next convened meeting, whichever occurred earlier; and, that reasonable efforts were made to provide all news media requesting notification of the meeting and of the time and place of said meeting and the subjects to be discussed at said meeting.

Joe Birkel, Secretary

Sponsorship Options

[Sponsor Four Golfer Team & Hole:](#) \$675

This **BEST VALUE** sponsorship opportunity includes complete registration with golf, lunch and dinner for a foursome team. Golfers can be members of your company or customers you wish to sponsor, or any combination thereof. Also included with this sponsorship opportunity is a hole sponsorship and your company logo proudly displayed on the golf course. Sponsor as many teams as you can fill!!!

Dinner Sponsor: \$1000

Everyone appreciates a great meal! With this opportunity you'll receive special recognition during the award presentation and your company logo will be proudly displayed at the head of the room during dinner and the awards ceremony for maximum exposure and recognition. Your company will also be featured in all promotional materials.

Mulligan Sponsor: \$1000

Want your sponsorship to be the talk of the golf course? What better way to do it than sponsor a mulligan for EVERY player! What a FUN way to ensure each player benefits from your contribution, as it'll be your mulligan that bails them out following a tough shot!

Hole Sponsorship: \$350

Your Company name and logo will be printed on a large sign and displayed proudly front and center on the golf course.

Cart Sponsor: \$650

18 holes of riding around in a golf cart burns a lot of calories! With your sponsorship each golf cart will be loaded with snacks to get each participant through the day. Sponsor the cart snacks and your company logo will be included with the goodies!

Sponsorship Options

Range Sponsor: \$500

Your sponsorship will provide unlimited range balls prior to tee off for all participants. Sponsorship includes company recognition by signage on the range as well as in all promotional materials.

Pin Prize Sponsor: \$750

Sponsor the always exciting pin prizes. With this sponsorship opportunity your company will receive recognition during the presentation of the pin prizes at the awards ceremony. Your company will also be featured in all promotional materials.

The Nebraska Association of Resources Districts' Foundation mission is to provide natural resources awareness, education and leadership opportunities for Nebraskans through partnerships with other organizations, foundations and the private sector. This golf tournament in memory of the late Ron Bishop contributes to the NARD Foundation and furthers the efforts of Nebraska's NRDs to help provide support for Nebraska kids and students looking to expand their education in natural resources and agriculture. Programs funded to date include, but are not limited to:

- *Raising Nebraska Exhibit at State Fair*
- *Nebraska Agricultural Youth Institute*
- *Ag Day on the Hill*
- *FFA and Ag Youth Academy*
- *Nebraska Envirothon*
- *Nebraska Farm Bureau Foundation*
- *Adventure Camp about the Environment*



Nebraska
Association of
Resources
Districts
Foundation

Ron Bishop Memorial Golf Tournament Fundraiser

Awarrii Dunes
Kearney, Nebraska
Sunday, September 25th



Supporting NARD Foundation
assisting Nebraska students and
youth pursuing an education in
Agriculture & Natural Resources!

Registration Form

Deadline: September 11th

1.

_____ (Name)

_____ (Email)

2.

_____ (Name)

_____ (Email)

3.

_____ (Name)

_____ (Email)

4.

_____ (Name)

_____ (Email)

Mark Number of Each

___ \$95 Individual Registration ___ \$675 Team & Hole Sponsor

___ \$40 Dinner Only ___ \$350 Hole Sponsorship

___ \$500 Range Sponsor ___ \$1000 Mulligan Sponsor

___ \$650 Cart Sponsor ___ \$1000 Dinner Sponsor

___ \$750 Pin Prize Sponsorship
 _____ Total Enclosed

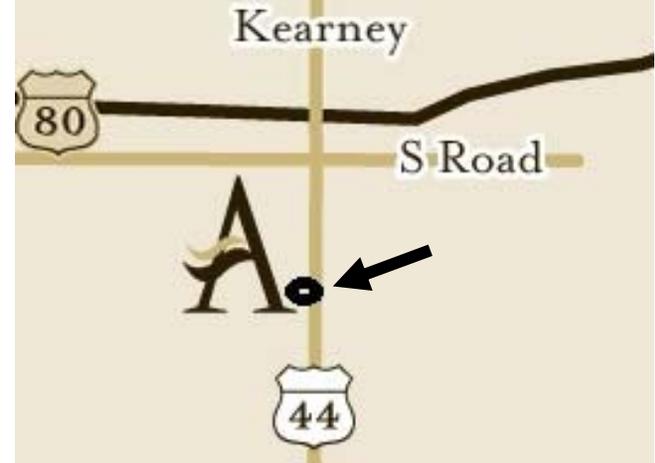
Tournament Registration:

\$95 / person (includes: Lunch, Range Balls, Cart & Greens Fees, Steak Dinner & Prizes)

*For Team option please see sponsorship options!

Please complete form & return completed form with payment.

From I-80 Exit 272 interchange head south on Highway 44 for 4.8 miles. Turn west (right) on S Road.



Schedule

11 a.m. — Lunch & Open Driving Range

11:45 — Load Carts

Noon — Shotgun Start

5:30 — Awards Ceremony & Steak Dinner

Questions?

Call or email Dustin Wilcox at (402) 471-7670 or dwilcox@nrdnet.org

Checks & Registration should be returned to:

NARD Foundation
 Attn: Dustin Wilcox
 601 South 12th ST. Suite 201
 Lincoln, NE 68508



Nebraska's Natural Resources Districts

www.nrdnet.org

601 S. 12th St. Suite 201
Lincoln, NE 68508

nard@nrdnet.org
(402) 471-7670

Protecting Lives • Protecting Property • Protecting the Future

Date: July 20, 2016
To: NRD Managers, NARD Board of Directors and Conservation Partners
From: NARD Staff
Re: 2016 Annual Conference

Nebraska's Natural Resources Districts Annual Conference, Younes Conference Center, 416 Talmadge Rd., Kearney – September 25-27, 2016

The conference offers a variety of speakers and topics. Watch NARD's website for the continuously updated agenda.

Conference Highlights include:

- September 25th includes:
 - ✗ Annual Ron Bishop Memorial NARD Foundation Golf Tournament and Awards Dinner at an Ireland Links inspired course. Awarii Dunes winds through, over, and around the dunes located just south of Kearney, on Hwy 44.
 - ✗ NRD Conference Shootout
 - ✗ NARD President's Reception
- An agenda that is full of informative news on current issues, and educational training workshops, proven to be beneficial to everyone attending.
- Exhibit Hall – Don't miss this opportunity to network with the vendors, and learn about their top of the line services available to you.
- Join us in congratulating the numerous award winners from across the state.
- Silent auction, live auction and raffle, with proceeds going to the NARD Foundation.

As in the past, your NRD or agency is encouraged to submit a single registration form for all attendees. Attendees may choose the *Full Registration*, *Monday Only*, *Special Monday Meeting registration*, or *Tuesday Only*. If needed, attendees may purchase extra luncheon and banquet tickets for a guest or award winner.

Registration Information:

- Registration deadline is Friday, August 26th.
- Late registrations and "walk-ins" will be an additional 10% of the listed registration fee.
- Cancellation Policies – Refunds must be in writing and will be accepted until 5 pm Tuesday, September 13th. A \$25 processing fee will be charged for cancellations received between September 14-19, with no refunds for cancellations received on or after September 20, 2016.
- Mail registration and payment to NARD, 601 So. 12th St., Suite 201, Lincoln, NE 68508 prior to August 26th, or register on-line at www.nrdnet.org.

Hotel Accommodations:

A block of sleeping rooms have been reserved at the following hotels, at a conference rate of \$92.95 (standard room).
Wingate Inn: (308) 237-4400 - Fairfield Inn: (308) 236-4200 - Hampton Inn: (308) 234-3400

Make your reservations prior to Friday, August 26th.

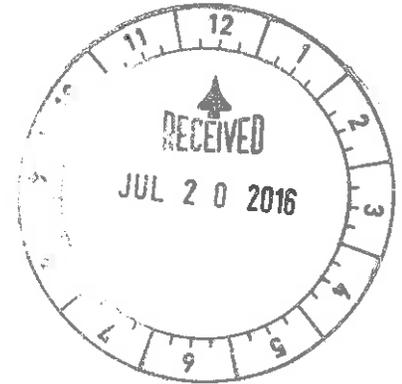
If you have any questions, please call the NARD office at 402-471-7670 or toll free 1-877-777-6273.

NRD's 2016 Annual Confernece - September 25-27, Kearney

| Time | Event | |
|---|--|--|
| Sunday, September 25, 2016 | | |
| 11 a.m.-6:00 p.m. | NRD Golf Outing | Awarii Dunes |
| Noon | NRD's Annual Conference Shootout | Fort Kearney Shooting Sports Assn. |
| 6:00 p.m. | Tradeshow Setup Available | Younes Conference Center |
| 6:00 - 8:00 p.m. | Pre-Registration | Younes Conference Center |
| 7:00-11:00 p.m. | President's Reception - Everyone Welcome. | Younes Conference Center |
| Monday, September 26, 2016 - Full day of activities will be held at the Younes Conference Center. | | |
| 7:30 a.m. | Registration | Coffee & Rolls in the Ballroom |
| 8:30 a.m. | Opening Remarks from NARD President Jim Bendfeldt, NDEQ Director, NRCS State Conservationist, NDNR Director, and Dan Steinkruger - Director, USDA Farm Service Agency (INVITED) | |
| 9:30-10:30 a.m. | **General Session - Emerald Ash Borer | |
| 9:30 - 12:00 | Administrative Committee Meeting - Tax Reporting Update, FLSA Classifications and Overtime Pay. Health Insurance Update, Schedule 49 Review and Appointment of New Planning Committee Members | |
| 10:30-10:45 a.m. | Break | |
| 10:45-11:45 a.m. | Breakout Sessions | |
| Session 1 | Nebraska Court Cases - Cease & Desist | Justin Lavene, Nebraska Attorney Generals Office |
| Session 2 | Soil Loss Model | |
| Session 3 | DEQ | |
| 12:00-1:30 p.m. | Luncheon - NARD Conservation Awards: Tree Planter of the Year, Outstanding Grassland Conservation, Outstanding Community Conservation, NRD Director of the Year, and Educator of the Year. | |
| 1:45-2:45 p.m. | Breakout Sessions | |
| Session 4 | Well Interference | Troy Gilmore, |
| Session 5 | Platte River Basin Timelapse | NET |
| Session 6 | Silver Jackets / DNR | |
| Session 7 | How to Write a Safety & Loss Prevention Plan | Heather Vanover, Sr. Safety & Health Consultant, Nebraska Safety Council |
| 2:45-3:00 p.m. | Break | |
| 3:00-4:30 p.m. | Business Session | Jim Meisner, NARD Legislative Committee Chair |
| 3:00 - 4:00 | Breakout Sessions | |
| Session 8 | Controlling Your Message and Media in an Emergency Situation | Jodie Fawl - Public Information Officer - NEMA |
| 3:15 - 4:15 | Breakout Sessions | |
| Session 9 | How to Develop a Drug Awareness & Education Plan | Heather Vanover, Sr. Safety & Health Consultant, Nebraska Safety Council |
| 4:14 - 5:00 | Administrative Committee Meeting - Round Table Discussion | |
| 5:00-6:00 p.m. | Vendor Reception | Compliments of Conference Vendors |
| 6:00 p.m. | Banquet - Master Conservationist and Hall of Fame Awards | Master Conservationist Awards presented by the University of Nebraska-Lincoln and Omaha World-Herald |
| Following Banquet | Live Auction and Closing of the Silent Auction | |
| Tuesday, September 27, 2016 - Full day of activities will be held at the Younes Conference Center. | | |
| 7:45-9:15 a.m. | Platte River Basin Meeting | North Platte NRD, John Berge |
| | Elkhorn - Missouri River Basin Meeting | Lower Elkhorn NRD, Mike Sousek |
| | Blue River Basin Meeting | Little Blue NRD, Mike Onnen |
| | Niobrara River Basin Meeting | Lower Loup NRD, Butch Koehlmoos |
| | Lower Platte River Basin Meeting | Lower Platte North NRD, John Miyoshi |
| | Republican River Basin Meeting | Tri-Basin NRD, John Thorburn |
| 9:00-9:30 a.m. | Break | |
| 9:30-10:30 a.m. | Breakout Sessions | |
| Session 10 | Airborne Geophysics, Part 1 | |
| Session 11 | NRCS | |
| Session 12 | Relating Harmful Algal Blooms to Potential Causes | David Rus, Hydrologist USGS |
| Session 13 | Drones | |
| 10:30-10:45 a.m. | Break | |
| 10:45-11:45 a.m. | Breakout Sessions | |
| Session 14 | Airborne Geophysics, Part 2 | |
| Session 15 | Section 14 Program | Gwyn Jarrett, Program Manager |
| Session 16 | TBA | |
| Session 17 | TBA | |
| 12:00-1:30 p.m. | Luncheon | Raffle Drawing, must be present to win! |
| 1:30 p.m. | Business Session | Jim Meisner, NARD Legislative Committee Chair |
| 3:00 p.m. | NARD Board of Directors Meeting | |

July 17, 2016

Natural Resources District
Lower Platte South
3125 Portia Street
Lincoln, NE 68521



Dear Ladies and Gentlemen:

I have a question I cannot resolve. Why does the Natural Resource District make no effort to stop the City of Fremont from determining that area south of Old Highway 275 (600 acres) should be designated as a blighted area to allow construction of buildings and concrete parking lots for Costco? For me that is extremely sad. That area, at least most of it, is what I would classify as blessed. It has beautiful farm crops in the summer, there are trees and wooded areas, there is river frontage, and I am reasonably certain it provides some habitat for our wildlife such as opossum, raccoon, skunks, ducks, geese, and a host of other wild birds and animals. The Federal and State governments have strict regulations regarding non-destruction of wetlands on farmlands. I have some of those and fully appreciate and support the decision to let those wetlands alone both for purposes of soil conservation and, more importantly, for maintaining some place where our wildlife can live.

The City of Fremont in determining this to be a "blighted" area may be within the law but it is certainly not within the best interests of our society generally. Many years ago I planted and maintained over ten acres of natural grass area for the purpose of providing some cover and protection for wildlife. At the same time I planted approximately 800 trees for the same purpose. I was subsidized for that through government money but that did not meet what I could otherwise have obtained by farming it. But I had concern and interest in maintaining wildlife for generations to come. Our people, to their extreme discredit, are insistent in killing off many of the remaining animals and birds even in our endangered species. We hunt coyotes without restraint although they do much good in checking the growth of species such as voles, gophers, etc. People are constantly insisting on efforts to disrupt the state of nature. This has been to our disadvantage and I fear for the future.

I have not studied the law and regulations and do not know if there is any way your district or anyone else can stop the "blight" designation in the beautiful areas I described south of Old 275 in Fremont. The only purpose in that decision is to provide what our politicians believe, I believe probably wrongly, will be a great economic boon for the community. Must money trump everything?

I realize this is far beyond your purpose, but construction of that plant as proposed, unless there are some major change in the traffic pattern, will doom the beautiful four-ballfield complex built entirely by private money to the north of Old 275. It will deprive a great many youth of the opportunity for fun and healthy development. I apologize and realize that is beyond your scope

but it is of significant and serious concern to me.

Strangely, our society tends to praise people who have not worked for the best interests of our society. For example, John C. Fremont who wanted to exterminate the Plains Indians by destroying their American bison - and almost succeeded. To counter this, in my younger years I raised 13 of these beautiful animals.

I realize it is late and probably impossible but I implore you to do anything possible to stop the destruction of that beautiful land now designated as "blighted" by the Fremont City Council. I realize that the City Council does not consider these matters but is misguided by the lust for money.

If you have questions or I can be of any assistance, please do not hesitate to advise.

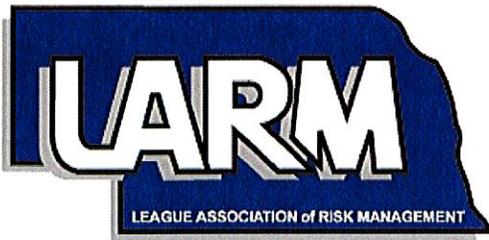
Yours very truly,



Neil Schilke
340 E. Military Ave.
Fremont, NE 68025
(402) 721-7111

P.S. Although not directed by that source, this letter may have been prompted in part by the last issue of "Defenders of Wildlife". It is extremely sad for me to see our continued disregard for wildlife and our senseless determination to reduce or eliminate it. There is little in the world that can be sadder than the slaughter of the American bison at the institution of politicians and military.

cc



1335 L Street, Suite 200
Lincoln, NE 68508
Phone: (402) 742-2601
Fax: (402) 476-4089
www.larmpool.org

July 15, 2016

Dear LARM Member,

Attached please find your Renewal Coverage Proposal for the 2016-17 Pool Year. This proposal is itemized by line of coverage to represent your specific limits, deductibles, annualized contributions and the contribution credit options. Please note that these proposals may not reflect any very recent endorsements you have made and the actual invoiced amount may vary if any additional endorsements are processed in the next few weeks.

Please also find enclosed a renewal resolution selection form. Once your contribution credit option has been elected, please complete the resolution selection form and return to LARM. In order that LARM is able to issue complete invoices prior to inception of the 2016-17 Pool Year, LARM requests that the fully executed form be received by **August 15, 2016**. Once the resolution selection form has been received by LARM, complete renewal packet materials (invoices, coverage documents, auto ID cards, etc.) will be prepared and delivered to you.

Please note that the information presented in the communication does not include any potential monoline insurance placements that are not part of the formal LARM Property, General Liability or Workers' Compensation coverages (such as Bonds, Special Events Coverage, Liquor Liability, etc.) Renewal details for such policies will continue to be provided under separate cover according to their respective effective dates.

Finally, the LARM Board and staff are pleased that your community will continue to be a part of LARM's 21st year. On behalf of each of us, I thank you for making our partnership a mutual success.

Sincerely,
LEAGUE ASSOCIATION OF RISK MANAGEMENT

A handwritten signature in blue ink that reads "Tracy L Juranek".

Tracy Juranek
Customer Service Specialist

Sponsored and Administered by the League of Nebraska Municipalities

BOARD OF DIRECTORS: Gerald Solko, *Chair*, City of St. Paul | Joe Mangiamelli, *Vice-Chair*, City of Columbus
Beth Bonderson, Village of Hoskins | Bob Clausen, Lower Platte NRD | Lane Danielzuk, City of Gering
Randy Gates, City of Norfolk | David Hunter, Jr. Auburn Board of Public Works | Jim Keegan, Village of Hemingford
Vince Knight, SID #1 – Stanton County | Kimberly Neiman, Village of Pilger | Tomas "KC" Ortiz, City of Syracuse | Jan Rise, City of Fremont |
Shannon Stuchlik, NE Nebr. Economic Development District | Andrew Ward, City of Valentine | Jerry Wilcox, City of Crete
EX-OFFICIO BOARD MEMBERS: Marlene Johnson, *LNM President*, Mayor of West Point | L. Lynn Rex, *LNM Executive Director*
Michael Nolan, *LARM Executive Director* | Robin Leseberg, *Executive Administrative Assistant*

Note: As a LARM member, if the municipality or agency decides to voluntarily terminate its participation in LARM, **the member must provide WRITTEN NOTICE to the Director of the Nebraska Department of Insurance and all other LARM members at least NINETY days prior to the desired termination date.** The member's decision to terminate participation in LARM is subject to the approval of the Director of the Nebraska Department of Insurance.



Proposal For : Lower Platte North NRD
 Effective Date: 10/01/2016

| COVERAGE | LIMITS AND APPLICABLE DEDUCTIBLES | CONTRIBUTION |
|-----------------------------------|---|-----------------|
| Workers' Compensation | Statutory Limits \$500,000 Employers Liability | \$16,986 |
| General Liability | \$5,000,000/\$5,000,000 Per Occurrence/Aggregate \$0 Deductible | \$21,567 |
| Errors & Omissions | \$5,000,000/\$5,000,000 Per Occurrence/Aggregate \$1,000 Deductible | \$4,642 |
| Auto Liability | \$5,000,000 Combined Single Limit \$0 Deductible | \$4,075 |
| Auto Physical Damage | 17 Vehicle(s) \$ Varies on Deductible | \$5,278 |
| Commercial Property | \$2,916,234 \$500 Deductible | \$14,421 |
| TOTAL ANNUAL CONTRIBUTION: | | \$66,969 |

Contribution Credit Options

| | 180 Day Notice, 3 Year Commitment | 180 Day Notice, 2 Year Commitment | 180 Day Notice Only | 90 Day Notice, 3 Year Commitment | 90 Day Notice, 2 Year Commitment | 90 Day Notice Only |
|-------------------------|---|---|------------------------|--|--|--------------------------|
| Commitment Discount : | 5% | 4% | 2% | 2% | 1% | 0% |
| Property & Liability : | \$47,483.81 | \$47,983.64 | \$48,983.30 | \$48,983.30 | \$49,483.13 | \$49,982.96 |
| Workers' Compensation : | \$16,136.88 | \$16,306.74 | \$16,646.46 | \$16,646.46 | \$16,816.33 | \$16,986.19 |
| Total Contributions : | \$63,620.69 | \$64,290.38 | \$65,629.77 | \$65,629.77 | \$66,299.46 | \$66,969.15 |

**League Association of Risk Management
2016-2017 Renewal Resolution**

RESOLUTION NO. _____

WHEREAS, The _____ is a member of the League Association of Risk Management (LARM);

WHEREAS, section 8.10 of the Interlocal Agreement for the Establishment and Operation of the League Association of Risk Management provides that a member may voluntarily terminate its participation in LARM by written notice of termination given to LARM and the Nebraska Director of Insurance at least 90 days prior to the desired termination and that members may agree to extend the required termination notice beyond 90 days in order to realize reduced excess coverage costs, stability of contribution rates and efficiency in operation of LARM; and

WHEREAS, the Board of Directors of LARM has adopted a plan to provide contribution credits in consideration of certain agreements by members of LARM as provided in the attached letter.

BE IT RESOLVED that the governing body of The _____, Nebraska, in consideration of the contribution credits provided under the LARM Board's plan, agrees to:

- Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2019. (**180 day and 3 year commitment; 5% discount**)
- Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2018. (**180 day and 2 year commitment; 4% discount**)
- Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2017. (**180 day notice only; 2% discount**)
- Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2019. (**90 day notice and 3 year commitment only; 2% discount**)
- Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2018. (**2 year commitment only; 1%**)
- Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2017. (**90 day Notice only**)

Adopted this _____ day of _____, 2016.

Signature: _____
Title: _____
ATTEST: _____
Title: _____

Please email (customerservice@LARMpool.org) or fax (402.476.4089) the completed resolution to LARM.



Nebraska's Natural Resources Districts

www.nrdnet.org

Protecting Lives • Protecting Property • Protecting the Future

601 S. 12th St. Suite 201
Lincoln, NE 68508
www.nrdnet.org
nard@nrdnet.org
(402) 471-7670

Invoice

BILL TO

Lower Platte North NRD
511 Commercial Park Road
PO Box 126
Wahoo NE 68066

| DATE | INVOICE # |
|-----------|-----------|
| 7/18/2016 | 4205 |

| TERMS | PROJECT |
|-------|---------|
| | |

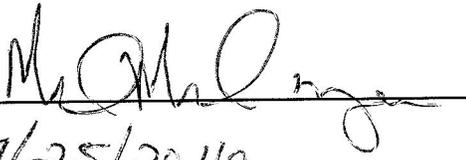
| DESCRIPTION | QTY | RATE | AMOUNT |
|--|-----|-----------|-----------|
| NARD Membership Dues for Fiscal Year 2016-2017 | | 24,754.64 | 24,754.64 |
| <p>Date paid <u>7/20/16</u></p> <p>Approved by _____</p> <p>Bill received _____</p> <p>_____</p> <p>_____</p> <p>% (amount) _____</p> <p>'ncome acct _____</p> | | | |

| | | |
|---|--------------|--------------------|
| Submit payment to NARD, 601 So. 12th St., Suite 201 Lincoln, NE 68508 | Total | \$24,754.64 |
|---|--------------|--------------------|

Notice to Terminate Agreement

BUYER is giving notice to SELLER/AGENT/TITLE COMPANY that as part of BUYERS investigation of Saunders County Lake Property located in Section 16-16-5, BUYER has elected to terminate the Purchase Agreement/Contract and is requesting Earnest Deposit to be released back to BUYER from Nebraska Title Company.

BUYER:



3801 Arvey LLC

Date:

7/25/2016

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between the Lower Platte North Natural Resources District (“Owner”) and JEO Consulting Group, Inc. (“Engineer”).

Owner’s project, of which Engineer’s services under this Agreement are a part, is generally identified as follows:

Board of Directors Visioning Facilitation (“Project”).

Owner and Consultant further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER’S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - Compensation

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is: \$7,278
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current Standard Hourly Rate Schedule is shown in Exhibit C.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services

5.02 Total Agreement

A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

This Agreement will be effective on _____, 2016 (which is the Effective Date of the Agreement).

Owner: Lower Platte North Natural Resources District Engineer: JEO Consulting Group, Inc.

Signed: _____

By: John Miyoshi

Title: General Manager

Date Signed: _____

Address for giving notices:

Lower Platte North Natural Resources District

511 Commercial Park Road

P.O. Box 126

Wahoo, NE 68066



Signed: _____

By: Steven R. Wolf

Title: Community Engagement Director

Date Signed: _____

Address for giving notices:

JEO Consulting Group, Inc.

111717 Burt Street, Suite 210

Omaha, NE 68154

PROPOSED SCOPE OF SERVICES

— Lower Platte North NRD Board of Directors
Visioning Facilitation —

- I) Develop Board Member Profiles
 - a. Interview NRD General Manager to identify key policy and project issues being addressed by the LPNNRD board and understand key positions on these matters held by each director.
 - b. Review board director biographies
 - c. Review LPNNRD Mission Statement and 12 Responsibilities
- II) Conduct One-on-One Board Member Interviews
 - a. Develop uniform questionnaire
 - b. Conduct confidential one-on-one interviews with a preference toward in-person discussion, and phone interviews as secondary alternative. Responses will be for non-attribution to any director
 - c. Compile interview results and create analysis report
- III) Conduct 4 to 5-hour Visioning Meeting with Board of Directors
 - a. Develop Agenda
 - b. Facilitate Education Discussion
 - c. Includes team building exercise
 - d. Create vision statement
- IV) Develop NRD Specific Recommendations
 - a. Utilize the data collected through the other phases of this project to develop NRD specific board collaboration recommendations.

PROPOSED PROJECT SCHEDULE

JEO anticipates completion of the project in approximately 3 months after receiving “Notice to Proceed” (NTP). A detailed project schedule will be presented with the completion of Task 1.

Note: Project schedule is dependent upon timely reviews and project direction from the Lower Platte North NRD.

PROJECT FEE

The consultant will provide the services described above and summarized below for a lump sum of \$7,278¹.

⁽¹⁾ The Standard Hourly Rates will be adjusted annually in January to reflect equitable changes in the compensation payable to Engineers. This project will require a contract amendment based on the amount of project tasks outstanding at that time, if project schedule goes beyond 18 months of receiving notice to proceed due to issues beyond the control of JEO. This contract amendment will be based on the project tasks outstanding after 18 months of receiving notice to proceed.

Section 3: SERVICES PROVIDED BY THE DISTRICT:

- 1. Provide relevant data and planning mechanism.
- 2. General Manager and board directors participate in interviews
- 3. Board of directors participate at facilitated visioning meeting
- 4. Timely review and coordination throughout the project duration

JEO Consulting Group, Inc. GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession

practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and



JEO Consulting Group, Inc. GENERAL CONDITIONS

consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors,

administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.



Exhibit C

Standard Hourly Rates Schedule

JULY 16, 2016

**JEO CONSULTING GROUP INC.
CURRENT HOURLY RATE SCHEDULE RANGE**

ACTUAL HOUR BASIS

| | |
|-------------------------------------|----------|
| Facilitator/Project Managers: | \$145.00 |
| Community Engagement Specialist: | \$75.00 |
| Office/Administrative: | \$76.00 |

NOTE: Cost of telephone calls, copying, postage, travel expenses, mileage, meals, lodging, etc. are included in our hourly rates and fees, and not charged separately.



Steve Wolf, MCP3

Community Engagement Director

QUALIFICATIONS

Steven Wolf is the senior facilitator, trainer, and public involvement strategist at JEO. He has more than 35 years of combined government, military, and private sector experience dealing with all aspects of public affairs activities. His areas of expertise include strategic and organizational communication, risk communication, dispute resolution, crisis communication, environmental policy, and media relations.

Steve has extensive experience with civil engineering and community development projects, critical infrastructure assessments, environmental planning and restoration initiatives, along with facility and land management issues.

He was instrumental in the development of the US Environmental Protection Agency, Drinking Water Academy's hugely popular "Risk Communication Under the Safe Drinking Water Act" and "Safe Drinking Water Act Security Risk Communication" courses. He has taught these and other courses to more than 3,500 multidisciplinary professionals for a variety of issues nationwide.

Steve has trained with and worked project issues with faculty of the former Harvard –MIT Negotiation Project to apply world-class conflict management techniques with risk communication principles to successfully resolve multi-party disputes and build community trust for national precedent setting projects like the EPA's first ever enforcement action against another federal agency under the provisions of the Safe Drinking Act which was used on the Impact Area Groundwater Study Program and other Superfund actions at the Massachusetts Military Reservation on Cape Cod.

His work has involved many controversial and high profile issues that have gained extensive national media scrutiny and intense Congressional and White House attention. Steve has helped his clients prepare for news media relations, including "60 Minutes," and has worked directly with NBC, CBS, PBS, National Public Radio, The Washington Post, The New York Times, Boston Globe, Miami Herald, Christian Science Monitor, and many local level newspapers, television, and radio stations throughout the United States.

Steve created the world's first risk communication based message mapping software product, titled *Key Message Manager*. He has earned a Master of Science Degree in Public Administration from Central Michigan University and a Bachelors of Arts Degree in Journalism from the University of Central Florida. He has earned a Certificate in Foundations of Public Participation from the International Association for Public Participation (IAP2).

EDUCATION

M.S. in Public Administration
Central Michigan
University

B.A. in Journalism
University of Central
Florida

Department of Defense
Information School

CERTIFICATION

IAP2 Master Certified Public
Participation Professional

Advanced Risk
Communication

INDUSTRY TENURE

35 years

CONTACT

11717 Burt Street
Omaha, NE 68154-1510

E-mail: swolf@jeo.com
Phone: 402-392-9907



Water Strategies LLC

Proposal For Federal Lobbying Services

**Lower Platte North Natural Resources District
Lower Platte South Natural Resources District
Papio-Missouri River Natural Resources District**

Submitted by

Kris Polly

President

Water Strategies LLC

kris.polly@waterstrategies.com

July 20, 2016

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A. STATEMENT OF QUALIFICATIONS

Our Firm

Water Strategies LLC represents 17 clients across the 17 western states, supplying legislative and administrative expertise in the field of water resources. Our mission is to provide clients with comprehensive governmental relations expertise to address water resources needs, help procure funding for water infrastructure maintenance and development, and advocate for our clients' legislative and administrative positions.

Since 2009, Water Strategies has successfully advocated on behalf of irrigation districts, water utilities, water associations, and manufacturers before Congress, the U.S. Army Corps of Engineers (Corps), the U.S. Bureau of Reclamation (Reclamation), the U.S. Environmental Protection Agency (EPA), the U.S. Department of the Interior, the U.S. Food and Drug Administration, and the U.S. Department of Agriculture.

Our goal is to help clients cultivate and maintain positive working relationships with key federal agency officials and congressional representatives and staffers. The establishment of those relationships is critical to successfully applying for and receiving federal funds in this post-earmark environment on Capitol Hill. Water Strategies encourages and assists its clients in crafting a creative and strategic approach to procuring funding through grants and federal agency programs and partnerships.

Water Strategies also offers an added dimension of service and access through its publications. Our magazines, *Municipal Water Leader* and *Irrigation Leader*, serve as a platform for our clients to share their stories, successes, and challenges with state and national leaders.

Our Team

Kris Polly, President. Mr. Polly brings 20-plus years of experience in the field of water resources management and policy and has dedicated his career to finding practical and effective solutions to water resources issues. As deputy commissioner for External and Intergovernmental Affairs at the Bureau of Reclamation, Mr. Polly was the executive responsible for Reclamation's national relationships with federal, state and local governments, as well as citizen and other nongovernmental groups. Then, as deputy assistant secretary for Water and Science at Reclamation, he managed and directed programs supporting the development and implementation of western water policy and earth observation science.

Prior to his work for Reclamation, Mr. Polly worked 15 years for the National Water Resources Association (NWRA) where his final position was serving as the Vice President for Government Relations. He is from Nebraska, where his family has farmed for five generations.

Valentina Valenta, Legislative Specialist. Ms. Valenta is Water Strategies' legislative specialist and would serve as your liaison with the Corps. She brings nearly 12 years of experience on the Hill, specializing in various Corps issues, including water supply, flood risk reduction, ecosystem restoration, reallocation, and navigation. She has successfully advanced legislation that would have created an executive-led commission to recommend ways to increase storage. Ms. Valenta also worked

with the House-Senate Conference Committee to successfully negotiate language in the Water Resources and Reform Development Act of 2014 related to interstate water disputes, and successfully facilitated a colloquy to clarify the intent of section 1051 during floor consideration of the conference report.

In her role at Water Strategies, Ms. Valenta assists clients with Corps planning and projects. She follows Corps studies through the planning process: indentifying problems, formulating and screening alternative solutions, and selecting alternatives and plans. She also advises clients on Washington-level review, the Civil Works Review Board, state and agency review, and the finalization of the Chief of Engineers report. Ms. Valenta has strong bipartisan relationships and extensive contacts at the Corps and in the water resources stakeholder community.

Robert Johnson, Senior Advisor. Mr. Johnson is Water Strategies’ senior advisor. He spent more than 30 years working for Reclamation in a variety of capacities, including as regional director of Reclamation’s Lower Colorado Region from 1995 to 2006. Confirmed as Reclamation’s commissioner on September 30, 2006, Mr. Johnson became the 20th person to lead the Bureau. Among his many accomplishments in the position, Commissioner Johnson implemented the Managing for Excellence program, which focused on improved customer collaboration, accountability, and efficiency; he developed the Water for America program to address water-related problems associated with drought and climate change; and he worked to implement loan guarantee and rural water planning legislation.

Ian Lyle, Director of Government Relations. Mr. Lyle is Water Strategies’ director of government relations. Ian brings over a decade of experience working in Congress to Water Strategies. He split his tenure on Capitol Hill, working five years in the United States Senate and five years in the U.S. House of Representatives. Throughout this time, Mr. Lyle worked extensively on natural resource and appropriations issues, including working for three years on the House Committee on Natural Resources, Subcommittee on Water and Power. Mr. Lyle’s experience makes him a valuable asset and a successful advocate for Water Strategies’ clients.

John Crotty, Counsel. Mr. Crotty is legal counsel for Water Strategies and writes *Irrigation Leader* magazine. He has more than five years of experience in business and natural resources law and policy. He is a licensed attorney in the District of Columbia. Prior to working at Water Strategies, Mr. Crotty was a program coordinator for the Trust for Public Land, where he worked with representatives from the U.S. Army on data collection and land prioritization under the Army Compatible Use Buffer and the Readiness and Environmental Protection Integration (REPI) programs.

Our Office

Our Capitol Hill office, located at 4 E Street SE, Washington, DC 20003, is a five-minute walk from the Longworth House Office building. Its location provides convenient access to all congressional offices and support services for client staff and directors. The NRDs would be able to use the location for meetings and events. Depending on location, Capitol Hill office space can be \$50.00 per square foot or higher. Our office space would be provided at no additional charge. Additionally, NRD representatives would have access to our client suite as part of our package of services. This 600-square-foot, one-bedroom apartment provides a convenient and cost-efficient option to local hotels where rates often run above \$300 per night.

Our Work

Successfully Navigating the Federal Agencies. Our legislative specialist, Ms. Valenta, identified an internal Army Corps memo that supported our client in a debate over its existing permit for a saltwater barrier. When an environmental group petitioned the Army Corps to impose new conditions on the water agencies' existing permit under the Endangered Species Act, Ms. Valenta researched the issue to find precedent within the Corps. She found the memo, which stated that the continued existence of water infrastructure does not constitute an action under the ESA and that it is appropriate to factor in the existing infrastructure when determining whether ESA consultation is required. Based on that information, Ms. Valenta worked with our client to prepare arguments for their meeting with the Corps district commander, who decided not to reopen the permit.

Capitalizing on Long-standing Relationships with Congressional Offices.

Working with congressional offices is often an exercise in preemption, persistence, and reintroduction. Water Strategies aids its clients in bridging the gaps between successive staffers and changes in legislation. Over the past four years, Water Strategies has connected one of its clients with a succession of staffers and across multiple changes in legislation to avoid the designation of its client's service lands as part of a proposed national monument. For years, Water Strategies worked with different staffers to ensure its client's lands would not be included in proposed monument legislation. When the monument legislation changed to a presidential designation under the Antiquities Act, the map used for the designation was the very same one that our client approved for the proposed legislation.

Remedying Problems in Proposed Legislation. While tracking the latest in drought legislation, our lobbyist, Mr. Ian Lyle, discovered language that could have affected a client's water management capabilities and interests. Mr. Lyle reached out to the office of the Congressman who authored the legislation and facilitated a meeting between the office and the client. That discussion, as well as several follow-up meetings, prompted the Congressman to change the proposed language to meet the needs of our client.

Securing the Participation of High-Level Agency Staff. While helping a client negotiate with the U.S. Bureau of Reclamation, former Reclamation commissioner and Water Strategies senior advisor, Mr. Bob Johnson, secured the presence of several high-level Reclamation officials on a tour of district facilities and operations. The resulting conversations on that tour helped build good will amongst the parties and set the stage for a successful round of future negotiations.

B. SCOPE OF WORK

We submit the following scope of work to assist the NRDs achieve their financing and advocacy goals. To those ends, Water Strategies will engage in a program of **relationship building**, **strategic advocacy and messaging**, and legislative and regulatory **monitoring and reporting**. Water Strategies will work with the NRDs to develop a **work plan** to document advocacy goals and activities.

Relationship Building. Strong relationships are the foundation of any effort to secure federal funding or legislation. Water Strategies will engage the Nebraska delegation—Senators Fischer and Sasse, as well as Representatives Fortenberry, Ashford, and Smith—to build upon the NRDs’ existing relationships with those offices. Mr. Polly and Mr. Lyle have worked closely with Senator Fischer’s office on issues with other clients and can facilitate a constructive dialog with the Senator’s office to promote NRD projects.

Water Strategies will help foster strong working relationships with key officials at Corps headquarters and, if needed, in the Omaha District Office. Ms. Valenta has cultivated close ties with Corps staff at headquarters and in several of the field offices. Through her national and regional contacts, as well as her connections at the Institute of Water Resources, Ms. Valenta is on the pulse of policy developments affecting project funding and development within the Corps.

Our team will also engage key staff on such congressional committees as the Senate Energy and Natural Resources Subcommittee on Water and Power, the House Natural Resources Subcommittee on Water and Power, the Senate Appropriations Subcommittee on Energy and Water Development, and the House Appropriations Subcommittee on Energy and Water Development and Related Agencies. With our contacts on those committees, Water Strategies will be able to provide vital information to the NRDs, as well as relate NRD positions and concerns to the people pushing bills through the legislative branch.

To those ends, Water Strategies will:

- Assist the NRDs in setting up meetings and providing materials in local district offices and in Washington, DC.
- Facilitate the participation of NRD officers in congressional hearings if needed.
- Work to arrange tours for agency and congressional representatives of NRDs facilities.

Strategic Advocacy. Water Strategies believes in setting short- and long-term advocacy goals to address funding and programmatic needs. Water Strategies will work with the NRDs to identify and target federal opportunities to obtain grants and other types of federal funding. More specifically, Ms. Valenta will work to find appropriate funding vehicles for NRD projects, will provide intelligence on timing to move studies and projects for authorization, and advise on the best timing to get studies, projects, and post-authorization changes into the Corps’ budget. Water Strategies will also investigate opportunities to develop strategic relationships within the relevant federal agencies and partnerships with like-minded interests to further NRD interests.

Water Strategies will assist the NRDs on the following projects:

- **Dead Man’s Run Flood Risk Management Project.** *Work with Lower Platte South NRD and the Nebraska delegation to increase the funding cap under section 205 of the Flood Control Act in the Water Resources Development Act.*
- **Fremont South Flood Damage Reduction Project.** *Work with Lower Platte North NRD, the Nebraska delegation, and the Corps to get placement in a Chief’s Report.*

- **Papillion Creek Basin Flood Damage Reduction Project.** *Assist Papio-Missouri River NRD with a request of the Nebraska delegation to encourage Corps funding of a new start for a Papillion Creek Basin Feasibility Study and a construction authorization in a forthcoming Water Resources Development Act. Work with P-MRNRD to identify a possible study authorization through the Senate EPW Committee.*
- **Lower Platte River Watershed Restoration Project.** *Assist the districts in identifying funding.*
- **Salt Creek Levee System.** *Connect Lower Platte South NRD with the Corps to help facilitate the timely review of the system-wide improvement framework.*

Strategic Messaging. Through its publications, Water Strategies can promote and increase the visibility of the NRDs. *Municipal Water Leader* and *Irrigation Leader* magazines offers an opportunity to discuss and promote the work, projects, and vision of the NRDs’ services and projects. This exposure will bolster the NRDs’ efforts to increase funding and educate decision makers about how the districts work and the regulatory issues that affect them. Kris Polly and Valentina Valenta will work directly with the NRDs to develop the agency’s strategic message campaign that could include topics for magazine articles, advertisements, and a targeted list of key message recipients.

Monitoring and Reporting. Water Strategies has unique access to real-time, critical information due to our extensive congressional and agency contacts. Water Strategies will serve as the “eyes and ears” of the NRDs in Washington, DC, providing information on legislation, regulations, and budgets related to your projects. Ms. Valenta will provide information and analysis on, amongst others items, Congressional hearings, committee meetings, and regulatory actions, and identify opportunities to advance NRD priorities. Mr. Polly and Ms. Valenta will work with congressional members, staff of the key committees, and Corps officials to help shape your advocacy and project strategies.

Additionally, we closely monitor water issues in Washington and throughout the West through our subscriptions to the *Environment and Energy (E&E) Daily*, *E&E PM*, and *Greenwire* news services. As with all of our clients, Water Strategies will monitor the *Federal Register* to inform the NRDs of regulatory developments relevant to its operations.

Water Strategies tailors communications to its clients’ needs. Water Strategies will work with the NRDs to determine the frequency and detail of communications that best fits the needs of the NRDs. We can provide the NRDs with timely legislative and federal agency action information via email, as well as via teleconference or in-person briefings. We will also produce briefing papers, articles for newsletters, presentations to boards of directors, and monthly federal reports as needed.

C. COST PROPOSAL

Water Strategies proposes a total monthly retainer fee of **\$5,000.00** to conduct the activities set forth in Section B above. Washington, DC–based movement expenses, such as cab fares, train tickets, and parking, would not be billed to the NRDs; only preapproved out-of-town travel on behalf of NRDs would be subject to reimbursement.

D. CLIENT LIST AND REFERENCES

Water Strategies knows western water. We are proud to advocate on behalf of irrigation and water districts, as well as water-related businesses, throughout the West.

| | |
|--|--|
| Central Platte Natural Resources District | Loup Basin Reclamation District |
| Colorado River Water Conservation District | National Water Resources Association |
| Columbia Basin Development League | Northwest Pipe Company |
| Desert Water Agency | Republican River Basin Coalition |
| Diamond Plastics Corporation | St. Mary’s River Working Group |
| Elephant Butte Irrigation District | Texas Reclamation Coalition |
| Guadalupe-Blanco River Authority | Upper Missouri Water Association |
| HDR Engineering, Inc. | Washington State Water Resources Association |
| Kennewick Irrigation District | |

We stand by our work and are happy to provide you with the contact information of any of our clients. For your convenience, we have included three.

Guadalupe-Blanco River Authority. Water Strategies provides assistance on a variety of legislative and regulatory issues from the Endangered Species Act to infrastructure financing. Water Strategies worked with the Corps to successfully assist the Authority in its continued operations and maintenance within the conditions of an existing saltwater barrier permit despite a challenge from an environmental group.

Mr. Bill West
933 East Court Street
Seguin, TX 78155
(830) 379-5822

Colorado River Water Conservation District. Water Strategies advised and assisted in the bringing the Endangered Fish Recovery Programs Extension Act of 2012 to vote and assisted in the passage of Ruedi Reservoir legislation for the purposes of endangered species recovery plan success.

Mr. Chris Treese
External Affairs Manager
P.O. Box 1120
Glenwood Springs, CO 81602
(970) 945-8522

Washington State Water Resources Association. Water Strategies serves as an advocate for the Bureau of Reclamation’s canal inspection and safety program, develops and maintains strong working relationships with the Bureau of Reclamation, and tracks the implementation of the Food and Safety Modernization Act.

Mr. Tom Myrum
Executive Director
606 Columbia Street, N.W.
Olympia, WA 98501
(360) 754-0756

KRIS POLLY

4 “E” St. SE | Washington, DC | 20003 | (703) 517-3962 | kris.polly@waterstrategies.com

PROFESSIONAL EXPERIENCE

2009–Present **President, Water Strategies, LLC**
2010–Present **Editor-in-Chief and Publisher, *Irrigation Leader* and *Municipal Water Leader Magazines***

Provide representation and guidance to water, power, and agricultural entities before Congress, the U.S. Bureau of Reclamation (Reclamation) and other Federal agencies. Edit and publish hard copy publication with a circulation of nearly 12,000 dedicated to helping irrigation district general managers, boards of directors, and water policymakers.

2008–2009 **Deputy Assistant Secretary for Water and Science**
U.S. Department of the Interior

Advised and assisted the Assistant Secretary for Water and Science in the development and implementation of policies that maximize the beneficial use of water and power resources managed by Reclamation. Supervised and oversaw Reclamation activities and policies on behalf of Assistant Secretary. Testified before Congress, participated in and conducted numerous briefings for Secretary, and presented at numerous western meetings.

2008 **Deputy Commissioner, External & Intergovernmental Affairs**
U.S. Bureau of Reclamation

Advised and assisted Reclamation Commissioner. Oversaw activities and services of the Congressional Affairs and Public Affairs offices. Supervised 16 employees and managed an annual budget of \$1.6 million. Participated in both a coordinating and directing capacity in all technical and administrative functions and in the management of all Reclamation activities. Ensured the integration of water resources management policies and issues into final programmatic, legislative, and regulatory plans and objectives. Testified before Congress, directed over 50 Congressional briefings, and toured a total of 47 Congressional staffers on 7 separate educational tours to all 5 Reclamation regions.

2004–2007 **Vice President for Government Relations**
National Water Resources Association (NWRA)
1996–2004 **Director of Government Relations**
1992–1996 **Legislative Assistant**

Advocated the policies and positions of the NWRA with Congress, Reclamation, the Environmental Protection Agency, and the Army Corps of Engineers. Key issues included Clean Water Act jurisdiction, Reclamation security costs, water conservation and aging infrastructure. Planned and executed 45 water conferences. Implemented electronic NWRA Daily Report sent to association members, Congressional staff, and federal agency personnel.

EDUCATION

B.S., Political Science, Nebraska Wesleyan University, Lincoln, NE, 1992.
Hansard Scholars Programme, University of London, Birkbeck College, England, 1989.

ROBERT W. JOHNSON

11858 N 80th Place | Scottsdale, AZ | 85260 | (702) 596-0030 | bob.johnson@waterstrategies.com

PROFESSIONAL EXPERIENCE

2009–Present **Senior Advisor, Water Strategies LLC**

Provide policy advice and representation on water issues and problems to numerous clients with diverse interests and needs. Represent clients before federal and state agencies, Congress, and others to negotiate agreements and facilitate mutually acceptable approaches to resolution of water related issues. Serve as the Executive Vice President of the National Water Resources Association, representing the collective interest of water and hydropower users in the 17 western states before federal agencies and Congress.

2006–2009 **Commissioner, U.S. Bureau of Reclamation**

Served as agency head for the nation’s largest water wholesaler. Appointed by the President and confirmed by the Senate, provided executive leadership to an organization of 5700 people with a budget of approximately \$1.5 billion. Implemented “Managing for Excellence Program” focusing on improved customer collaboration, accountability and efficiency. Developed “Water for America” program to address water related problems associated with drought and climate change. Implemented newly passed loan guarantee and rural water planning legislation.

1995–2006 **Regional Director, U.S. Bureau of Reclamation, Boulder City, NV**

1991–1995 **Deputy Regional Director**

1988–1991 **Regional Supervisor, Water, Land and Power Operations**

Regional Senior Executive in charge of the Lower Colorado Region of the Bureau of Reclamation. Oversaw the management and operation of the Lower Colorado River, serving as the Secretary of the Interior’s “Water Master.” Managed a staff of 900 and a budget of \$350 million. Collaboratively developed new and innovative approaches to river management to accommodate changing economic and environmental conditions. Cooperated with the International Boundary and Water Commission and the country of Mexico in meeting Mexican Water Treaty compliance and establishing comity between the two nations. Oversaw the operation and maintenance of Hoover, Parker, and Davis Dams, and implemented benchmarking programs to improve performance and efficiency.

Served as senior manager for water and power operations, planning, and environmental compliance. Managed regional office staff of 250 and served as the Regional Director’s senior advisor and alter ego.

Served as manager in charge of water and power operation programs in the Lower Colorado Region. Managed a staff of 50 people. Oversaw the development of annual operating plans for the Colorado River and the accounting for water delivery and use on the Lower Colorado River. Carried out the maintenance review programs for dams and water delivery facilities in the Lower Colorado Region.

1987-1988 **Chief, Contracts and Repayment Branch, U.S. Bureau of Reclamation**

Served as senior policy advisor to the Commissioner of Reclamation on water contracting, marketing, and repayment of Reclamation project costs. Supervised a staff of 8 and provided agency-wide leadership in the development and implementation of water delivery and repayment contracts with Reclamation customers.

1981-1987 **Chief, Economics Branch, U.S. Bureau of Reclamation, Boulder City, NV**
1979-1981 **Economist**
1975-1979 **Agricultural Economist**

Served as senior economist for Reclamation's Lower Colorado Region. Supervised a staff of 5 and provided oversight on all economic (benefit/cost analysis), cost allocation and repayment analysis associated with the region's water resource development program.

Served as staff economist for regional planning programs. Performed economic and financial analysis for water resource development programs.

Served as a staff agricultural economist performing economic and financial analysis for water resource planning programs in the central valley of California.

AWARDS

Water Statesman Award, National Water Resources Association, 2008.

Distinguished Service Award, National Water Resources Association, 2004.

Presidential Meritorious Executive Award, 2002.

Department of the Interior's Meritorious Career Service Award, 1993.

EDUCATION

Certificate of Training, Senior Management in the Public Sector, Harvard University, Kennedy School of Government, Cambridge, MA, 1996.

M.S., Agricultural and Resource Economics, University of Nevada, Reno, 1973.

B.S., Agricultural and Resource Economics, University of Nevada, Reno, 1973.

IAN LYLE

4 “E” St. SE | Washington, DC | 20003 | (202) 698-0690 | ian.lyle@waterstrategies.com

PROFESSIONAL EXPERIENCE

2014–Present **Director of Government Relations and Strategic Communications**
Water Strategies LLC

Work as key government relations strategist and point of contact for Water Strategies’ clients. Develop and implement strategic outreach plans and help clients effectively deliver their message to decision makers. Work with Congress and federal agencies to ensure clients priorities are understood. Efforts have led to increased client profile on Capitol Hill, including securing client invitations to testify before congressional committees, facilitating congressional briefings, and developing client testimony.

2013–2014 **Deputy District Director and Policy Advisor, Colorado**
Congressman Scott Tipton (CO-3)

Helped manage staff and operations at 5 district offices located throughout 3rd Congressional District. Ensured effective communication, constituent service, and implementation of Congressman’s priorities. Advised on natural resources policies and helped draft several pieces of bipartisan legislation. Prepared briefing materials, press releases, speeches and talking points.

2010–2013 **Professional Legislative Staff, Water and Power Subcommittee**
House of Representatives Committee on Natural Resources

Advised Members of Congress on water and hydroelectric power issues including water resource management, hydropower development and transmission, and fiscal management. Provided oversight of federal agencies including the Bureau of Reclamation and the four Power Marketing Administrations. Prepared briefing memos for Republican members. Wrote speeches, statements, and draft legislation. Assisted with planning and execution of congressional hearings, press releases and newsletters.

2009–2010 **Natural Resources and Trade Legislative Assistant**
Congressman Mike Coffman (CO-6)

Helped establish and achieve legislative goals. Advised the Congressman on policy matters. Met with constituents and prepared issue briefs, press releases, speeches, and draft legislation.

2007–2008 **Natural Resources Assistant, Senator Wayne Allard (CO)**

2005–2007 **Deputy Legislative Assistant**

2004–2005 **Legislative Correspondent**

2003–2004 **Congressional Intern**

Managed personal office appropriations work for multiple subcommittees. Oversaw natural resource policy. Met with constituent groups and prepared materials such as issue briefs, press releases, speeches, and draft legislation. Supervised 2 legislative staff members. Lead staff member on 75 percent of stand-alone legislation signed into public law during Senator’s last two sessions in Congress.

EDUCATION

B.A., Political Science, *Magna Cum Laude*, Fort Lewis College, Durango, CO, 2003.

VALENTINA VALENTA

4 “E” St. SE | Washington, DC | 20003 | (202) 698-0690 | valentine.valenta@waterstrategies.com

PROFESSIONAL EXPERIENCE

2015–Present **Legislative Specialist**
Water Strategies LLC

Work as legislative and U.S. Army Corps of Engineers (Corps) specialist for Water Strategies’ clients. Engage Congress and federal agencies to communicate and advocate client positions. Write *Municipal Water Leader* magazine.

2011–2015 **Senior Policy Advisor**
Congressman Rob Woodall (GA-7)

Advised Congressman on natural resources, transportation and infrastructure (including water resources), agriculture, armed services, foreign affairs, and homeland security issues. Worked with the Corps and committees of jurisdiction on water resources management of the ACF-ACT basin. Negotiated language with the House-Senate Conference related to the “Water Supply and Reservoirs” section of the Water Resources Reform and Development Act of 2014. Drafted water-related, cost-saving amendments to the FY2012 energy and water appropriations bill that passed the House floor.

2008–2011 **Legislative Director, Congressman John Linder (GA-7)**
2005–2008 **Legislative Assistant**

Directed all legislative activities and initiatives for Congressman. Directed weekly newsletter and the research and preparation of all responses to constituent mail program. Worked to advance water resources related amendments on water supply, Native American water rights, and federal water data programs in the FY2010 Interior appropriations bill. Successfully advanced 21st Century Water Commission Act—creating a commission to study water management and develop recommendations for a comprehensive water policy to increase storage—through the House. Successfully developed the House Water Caucus, in collaboration with four other House members, in 2007. Worked with local and state stakeholders and leaders to incorporate water storage, reuse, recycling, and conservation into the Water Caucus briefing schedule.

2004–2005 **Staff Assistant/Legislative Correspondent**
Congressman Philip Crane (IL-8)

EDUCATION

Congressional Fellow, Partnership for a Secure America, 2011, 2012.
National Security Strategy Program, National Defense University, Washington, DC, Fall 2011.
Graduate Certificate, National Security Studies, U.S. Naval War College, Newport, RI, 2008.
M.A., Political Science, Boston College, Chestnut Hill, MA, 2003.
B.A., Political Science, *Summa Cum Laude*, Northeastern University, Boston, MA, 1998.

JOHN CROTTY, ESQ.

4 "E" St. SE 20003 | Washington, DC | 20003 | (202) 698-0690 | john.crotty@waterstrategies.com

PROFESSIONAL EXPERIENCE

2012-Present **Counsel, Water Strategies LLC**

Draft legal documents for a government relations firm specializing in water resources. Provide legal advice on contracting, lobbying, nonprofit law, business law, and natural resources law. Oversee human resources activities, including office policy development and implementation, regulatory compliance, employee reviews, and leave issues. Track legislation and research legal and policy framework for client positions. Compose memoranda to clients summarizing and evaluating water resources legislation and regulations. Research and write *Irrigation Leader* magazine.

2010-2011 **Program Coordinator, Trust for Public Land**

Managed planning department evaluations, including: budgeting, scheduling, maintaining database of participant responses, and drafting final report. Researched and drafted 4 return on investment studies of state conservation funds for economics team. Developed white paper outlining the use of federal financial policies to support initiative to convert distressed commercial real estate into green space. Provided support for demonstration project aligning state source water protections and land use, specifically addressing current state source water and shoreline protection requirements.

2004-2006 **ESL Instructor, Pacific English, Inc., Oita, Japan**

Taught over 65 students and engineers in language proficiency test preparation and conversational English. Lectured at Oita National College of Technology on English for engineering students. Edited presentations on information and semi-conductor technologies for engineers.

2000-2002 **Secondary Education Volunteer, U.S. Peace Corps, Namibia**

Trained 15 Namibian teachers, 25 students, and 20 American volunteers in teaching methodology and public health education. Taught physical science and English to middle and high school students. Oversaw English subject policy and assessment as department head. Developed and implemented an after-school computer program for 200 children and adults providing 40 hours of computer time per student.

EDUCATION

J.D., University of Georgia School of Law, Athens, GA, 2009.

Senior Articles Editor, *Journal of Intellectual Property Law*, 2008.

B.A., Physics and Philosophy, Marquette University, Milwaukee, WI, 2000.

BAR ADMISSIONS

District of Columbia.

Lower Platte North NRD Personnel Sub-Committee Minutes July 22, 2016

The Personnel Sub Committee of the LPNNRD met on July 22, 2016 at the NRD office in Wahoo.

Members Present: Clausen, Hilger, Meduna, Pollard, Ruzicka and Saalfeld.

Others Present: Breunig, Miyoshi, Mountford, Lausterer, Hannah, Kavan and Veskerna.

1. Accounting Position

Accountant Cassi Deerson turned in her letter of resignation on July 11 with her two week notice. Her last day with the NRD will be July 22. At board meeting it was noted that we would begin advertising for the position with the ads being placed in the Wahoo Newspaper on July 21, 28 and August 4 and one time in the Lincoln Journal Star. The closing date for resumes is August 8.

HBE started a new company HBE 360 that provides off site accounting. The new company started, to service small not for profits groups that could not afford a full time accountant. The client list has grown and now includes larger companies and groups that previously had full time accountants or accounting departments with multiple staff. Cindy Love from HBE will attend the July 28 Executive Committee meeting to explain the process and have a cost for us to consider. Cindy asked that we put together a list of costs to support our accounting that is attached.

Meduna asked that other accounting firms be contacted to see if they offer a similar service.

We will need to make a decision with approval at board meeting which direction we will go; 1.) To fill our vacant accounting position or 2.) To contract with HBE 360 to fill our accounting needs.

2. Engineer Position

Last month we passed a motion to pursue hiring a staff engineer and have them in place within six months.

We have reached out to UBBNRD for information about their engineering staff. They provided a wealth of information that is attached. Their engineering department has three professional and one clerical (60%) staff members (currently in process of filling tech position).

1. Projects Department Manager (Licensed P.E., Civil)
2. Lead Engineering Technician
3. Engineering Technician
4. Clerical position 60%

Costs to support the engineering department are listed in the UBB memo. On an annual basis the budget is \$295,246 with upfront cost at \$86,000-120,000.

The UBBNRD Engineering Department handles everything our current projects committee does plus all of the O&M on district projects. This includes:

- Manage Projects Committee
- Design small dams (currently preformed by NRCS in our district)
- Design trail systems for communities
- Design recreation additions for UBB and communities
- Preform construction services on above projects
- Preform drainage surveys for communities in district
- Preform inspections and O & M on district owned dams (6)
- Preform inspections on small privately owned dams designed by the district
- Review large engineering contracts let by district to engineering firms
- Preform construction inspection on projects let by district
- Provide certification of no rise for community and county projects
- Preform survey work for all district designed projects

Lower Loup NRD has had an engineer on staff for over 20 years. When Robert Moller retired over two years ago the decision was made to not replace him. Butch Koehlmoos relayed that they just did not have enough engineering work to keep him busy and he spent much of his time preforming tasks that their technicians do today. They have a relationship with JEO to be on call for minor engineering duties similar to what we have with FYRA.

Other NRDs with engineers on staff include:

- Central Platte NRD – Duane Woodward, Engineering Hydrologist
- Lower Platte South NRD – Glenn Johnson, General Manager
- Papio-Missouri River NRD – Marlin Peterman, Assistant Manager
- Two flood plain engineers
- Twin Platte NRD – Kent Miller, General Manager

None of these engineers preform civil engineering design work.

Much discussion followed with concerns about duties we would have to keep an engineer busy and the need for support staff to provide survey and other technical duties to support the engineer. Some of the item discussed were:

- Wahoo Creek – Lead planning effort
- Skull Creek – Lead Planning effort
- Fremont GI – Work with Corps to complete study
- Design work such as the Lake Wanhoo Dump Station

It was recommended by Meduna, seconded by Saalfeld, to put together a job description for a civil engineer with-in 30 days for the Personnel Sub-Committee. Recommendation carried.

3. Large Project Coordinator Position

At the last board meeting an amendment came forward to eliminate the Large Projects Coordinator Position. Action to eliminate a position and terminate an employee should go through this committee, the executive committee and to the full board. Eliminating any of these steps could expose the district to liability. Lausterer attended the committee meeting and participated in discussion on what is proper and how to achieve the outcomes the board wishes to pursue.

It was recommended by Meduna, and seconded by Saalfeld to table discussion on the Large Projects Coordinator position until a decision is made on hiring an Engineer.
Recommendation carried.

It is the intent of the Personnel Sub-Committee that if an Engineer is hired the duties of the Large Project Coordinator will be merged into the engineer's duties.

4. General Manager Evaluation

For the past 12 plus years the board has preformed a manager evaluation. In the past the chairman with the most tenure has led the effort by compiling evaluations filled out by each individual board member. Dave Saalfeld led the effort last year. After evaluations are compiled the entire Personnel Sub-Committee meets to review the individual evaluations and the compilation and agree upon the evaluation for the manager. Saalfeld then reviewed the Personnel Sub-Committee evaluation with the manager.

Saalfeld agreed to lead the manager evaluation process. The Sub-Committee asked that a copy of the Managers evaluation be emailed to all board members. Breunig will place a second copy of the evaluation with an envelope addressed to Saalfeld in each board members box prior to the next board meeting. Chair Hannah will remind board members to turn in either there previously filled in evaluation or fill in the one in your mailbox to Saalfeld in the provided envelope prior to leaving the meeting.

| | | | | |
|---------------------------|--------------------------------|--------|--------|---------------|
| | Annual Accounting Costs | | | |
| | Lower Platte North NRD | | | |
| | July, 2016 | | | |
| | | | | |
| Employee Cost | | | | |
| | Salary | 42,000 | | |
| | Benefits | 11,760 | | |
| | Meeting and Other | 850 | | |
| | | | 54,610 | |
| Computer | | | | |
| | Computer (2,800/7) | 400 | | |
| | SQL Server (8,000/7) | 1,143 | | |
| | Support | 600 | | |
| | Printer (230/5) | 46 | | |
| | | | 2,189 | |
| Great Plains | | | | |
| | Software/Updates | 3,630 | | |
| | Support | 1,580 | | |
| | Training | 800 | | |
| | | | 6,010 | |
| Accounting Support | | | | |
| | HBE | 1,581 | | |
| | | | 1,581 | |
| Other | | | | |
| | Postage | 360 | | |
| | Office Expenses | 600 | | |
| | | | 960 | |
| Total FY15 Costs | | | | 65,350 |
| HBE Comments | | | | |
| | Salary should be increased | | | 5,000 |
| | Annual Audit Savings 10% | | | 2,300 |
| Adjusted Total | | | | 72,650 |

Week #1

Lower Platte North NRD Time Sheet

Name Miyoshi

Period Covered 6/25/16 to 7/1/16

You must enter "pm" for times after 12:59 or the form will not calculate correctly!

| | Date | Start Time | Stop Time | Work Hours | Other Hours | Duties Performed | Miles | Meals | Other Exp. |
|-----------------------|------|------------|-----------|------------|-------------|---|-------|--------|------------|
| Sat | 6/25 | | | | | | | | |
| Sun | 6/26 | | | | | | | | |
| Mon | 6/27 | 7:29 am | 12:11 pm | 11.05 | | Management Meeting / Turn Over Planner Wanahoo SRA Weekly Meeting / Executive Committee Prep Wanahoo Write-up for Bob / Purchase Agreement to Lowe Water Committee | | | |
| | | 12:59 pm | 7:20 pm | | | | | | |
| Tues | 6/28 | 7:40 am | 2:00 pm | 8.75 | | Executive Committee Prep Work Email Work Sotak - Flooding Work | | | |
| | | 2:30 pm | 4:55 pm | | | | | | |
| Wed | 6/29 | 7:25 am | 12:15 pm | 8.80 | | O, E & RW Committee Review and Updates for Executive Committee CMAT Work | | | |
| | | 1:02 pm | 5:00 pm | | | | | | |
| Thurs | 6/30 | 7:35 am | 12:30 pm | 8.92 | | Projects Committee Meeting Executive Committee Meeting Mail and Email Work / Executive Committee Minutes Review Time Sheets | | | |
| | | 1:00 pm | 5:00 pm | | | | | | |
| Fri | 7/1 | 7:33 am | 12:05 pm | 8.00 | | Review All Committee Minutes Weed Task Force Letter Jovan - Next Board Meeting | | | |
| | | 1:08 pm | 4:36 pm | | | | | | |
| Week #1 Totals | | | | 45.52 | 0 | | 0 | \$0.00 | \$0.00 |

Supervisor _____ Manager _____ Assistant Manager _____ Treasurer _____

Date _____ Date _____ Date _____ Date _____

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT


Signature of person filing form

7-13-16
Date

Expenses

| | |
|--------------|----------------|
| Mileage x.54 | \$18.36 |
| Meals | \$0.00 |
| Other Exp. | \$0.00 |
| Total | \$18.36 |

Week #1

Lower Platte North NRD Time Sheet

Name Miyoshi

Period Covered 7/9/16 to 7/15/16

You must enter "pm" for times after 12:59 or the form will not calculate correctly!

| | Date | Start Time | Stop Time | Work Hours | Other Hours | Duties Performed | Miles | Meals | Other Exp. |
|-----------------------|------|------------|-----------|--------------|-------------|---|----------|---------------|---------------|
| Sat | 7/9 | | | | | | | | |
| Sun | 7/10 | | | | | | | | |
| Mon | 7/11 | 7:22 am | 12:00 pm | 15.47 | | Managers Report / Review Additional Action Items Print Budget / Expense Letter to Lickteig Board Meeting Prep / Weaver Conference Call Board Meeting | | | |
| | | 12:00 pm | 10:50 pm | | | | | | |
| Tues | 7/12 | 7:42 am | 12:15 pm | 8.47 | | Monthly Staff Meeting Meeting to Review Dump Station Plans Sign Checks / HBE - Accounting Position and Audit Conference Call with Water Strategies | | | |
| | | 12:45 pm | 4:40 pm | | | | | | |
| Wed | 7/13 | 7:33 am | 12:00 pm | 9.45 | | Lower Platte Consortium - Interlocal Review and Conference Call Board Meeting Review and Follow-up / Review June Financials Set Personnel Sub-Committee / WSF Application Review Sotak - Stream Bank and Weather Information | | | |
| | | 12:00 pm | 5:00 pm | | | | | | |
| Thurs | 7/14 | 7:28 am | 12:05 pm | 8.35 | | Personnel Meeting Notice Lake Level Letter Email Work Engineer Information From UBBNRD | | | |
| | | 12:56 pm | 4:40 pm | | | | | | |
| Fri | 7/15 | 7:30 am | 12:45 pm | 8.92 | | Finish and Send NRC Letter on Lake Level Lincoln - Rawhide & US 30 with DOR Omaha - COE and UPRR, Fremont GI | | | |
| | | 1:00 pm | 4:40 pm | | | | | | |
| Week #1 Totals | | | | 50.66 | 0 | | 0 | \$0.00 | \$0.00 |

Supervisor _____ Manager _____ Assistant Manager _____ Treasurer _____

Date _____ Date _____ Date _____ Date _____

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT


Signature of person filing form

7-26-16
Date

Expenses

| | |
|--------------|---------------|
| Mileage x.54 | \$0.00 |
| Meals | \$0.00 |
| Other Exp. | \$3.00 |
| Total | \$3.00 |

Week #2

Lower Platte North NRD Time Sheet

Name Miyoshi

Period Covered 7/16/16 to 7/22/16

You must enter "pm" for times after 12:59 or the form will not calculate correctly!

| | Date | Start Time | Stop Time | Work Hours | Other Hours | Dutes Performed | Miles | Meals | Other Exp |
|------------------------|------|------------|-----------|------------|-------------|--|-------|--------|-----------|
| Sat | 7/16 | | | | | | | | |
| Sun | 7/17 | | | | | | | | |
| Mon | 7/18 | 7:21 am | 11:45 am | 9.82 | | Management Meeting / Mail and Email Work Lake Wanahoo SRA Weekly Meeting Lincoln - HBE - Accountant Position Lincoln - Drought Mitigation WSF Grant Application | | | |
| | | 12:15 pm | 5:40 pm | | | | | | |
| Tues | 7/19 | 7:20 am | 11:35 am | 9.92 | | Auditors Here for Pre-Audit Work Review UBB Information / Greenshades to Jovan York - UBBNRD, Engineer Discussion Email Work / Personnel Sub-Committee Prep Work | | | |
| | | 12:15 pm | 5:55 pm | | | | | | |
| Wed | 7/20 | 7:50 am | 11:55 am | 8.45 | | Copy of DNR Letter to Partners Accounting Costs to HBE Butch K LLNRD - Staff Engineer Position Email Work / Personnel Sub-Committee Prep Work | | | |
| | | 12:38 pm | 5:00 pm | | | | | | |
| Thurs | 7/21 | 7:37 am | 12:30 pm | 8.55 | | Omaha - Meet with Corps and DOR on Fremont GI Parking Updates to Personnel Agenda Review Board Minutes Return Phone Calls / Budget Updates | | | \$3.00 |
| | | 1:00 pm | 4:40 pm | | | | | | |
| Fri | 7/22 | 7:21 am | 12:08 pm | 8.57 | | Personnel Sub-Committee Meeting Budget Expense Updates Executive Committee Agenda Organization | | | |
| | | 12:58 pm | 4:46 pm | | | | | | |
| Week #2 Totals | | | | 45.31 | 0 | | 0 | \$0.00 | \$3.00 |
| Totals Week #1 | | | | 50.66 | 0 | | 0 | \$0.00 | \$0.00 |
| Two Week Totals | | | | 95.97 | 0 | | 0 | \$0.00 | \$3.00 |

Annual Leave & Sick Leave

| | Previous Balance | Earned This Pay Period | Used This Pay Period | New Balance |
|--------------|------------------|------------------------|----------------------|-------------|
| Annual Leave | 205.50 | 8.00 | 0.00 | 213.50 |
| Sick Leave | 772.00 | 4.00 | 0.00 | 776.00 |

RESET FORM

This will delete ALL data on form, including name, AL/SL values and Program Areas labels.

| # | Program Areas | Hours |
|------|----------------------------|-------|
| 11 | Administration | 16.00 |
| 14 | District Management | 37.00 |
| 15 | Personnel | 25.00 |
| 31 | I&E Administration | |
| 41 | O&M Administration | 4.00 |
| 51 | Projects Administration | 1.00 |
| 57 | Western Sarpy/Clear Creek | |
| 59.1 | Fremont South | 6.00 |
| 59.4 | Schuyler | |
| 61 | Water Administration | 7.00 |
| 71 | Rural Water Administration | |
| | | |
| | | |
| | | |

Total: 96



BASEBALL

CEDAR STREET

PICNIC SHELTER

OPEN PLAY
PEDESTRIAN SHELTER

PROPOSED PLAY

CLEAN CREEK

PROPOSED UNDERCROSSING

CHRR

SCHOOL PROPERTY

BOAT BILL OF SALE

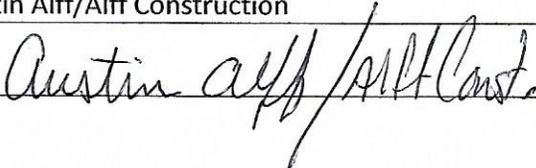
I, Austin Alff/Alff Construction (*seller*), in consideration of Twenty-five thousand dollars (\$25,000.00), do hereby sell, transfer and convey to Yutan Rural Fire District (*buyer*), the following boat:

| | |
|--|---------------------------------|
| Make:Rescue One | Year:2010 |
| Model:1600 | Length :18 ft |
| Registration/CF/Document Number:TJZ116K61910 | Serial/Hull ID Number: 14468768 |
| General Boat Type: Flat bottom | Engine: Outboard Jet |

I, the undersigned Seller, do sell the aforementioned boat to the buyer for the amount shown and certify that the aforementioned boat is owned free and clear from all claims of any kind, and all of the information provided in this Bill of Sale is true and accurate.

I, the undersigned Buyer, acknowledge receipt of this Bill of Sale and understand there is no guarantee or warranty, expressed or implied, with respect to the aforementioned boat. It is also understood that the aforementioned boat is sold in "as is" condition.

Dated this: **9th day of July, 2016.**

| Seller | | |
|--|-----------|------------|
| Name: Austin Alff/Alff Construction | | |
| Signature:  | | |
| Address: 4410 Maass Road | | |
| City: Bellevue | State: NE | ZIP: 68123 |
| Phone: 712-249-5027 | | |

| Buyer | | |
|--|-----------|-----------|
| Name: Yutan Rural Fire District | | |
| Signature: | | |
| Address: 401 1 st Street PO Box 111 | | |
| City: Yutan | State: NE | ZIP:68073 |
| Phone: | | |

Project: Lower Platte North NRD Lake Wanahoo RV Dump Station

Bid Letting: August 5, 2016 at 11:00 a.m.

Opinion of Probable Cost: \$125,440

| <u>Bidder</u> | <u>Total Bid</u> | <u>Start Date</u> |
|---------------------------|-------------------------|--------------------------|
| Eriksen Const. Blair, NE | \$148,035 | Oct. 3, 2016 |
| M.E. Collins, Wahoo, NE | \$167,241 | Fall 2016 |
| Thompson Const., Fremont | \$164,766 | on or before Feb. 1 |
| Uleman Enterprises, Omaha | \$128,504.55 | Nov. 1 2016 |



August 8th, 2016

Mr. John Miyoshi
Lower Platte North NRD
PO Box 126
511 Commercial Park Road
Wahoo, NE 68066

RE: Lake Wanhoo RV Dump Station Project
JEO Project No. 151747.00

Dear Mr. Miyoshi:

On August 5th, 2016, Lower Platte North NRD received four (4) bids for the Lake Wanhoo RV Dump Station Project. A bid tabulation was developed and distributed to all plan holders by JEO staff.

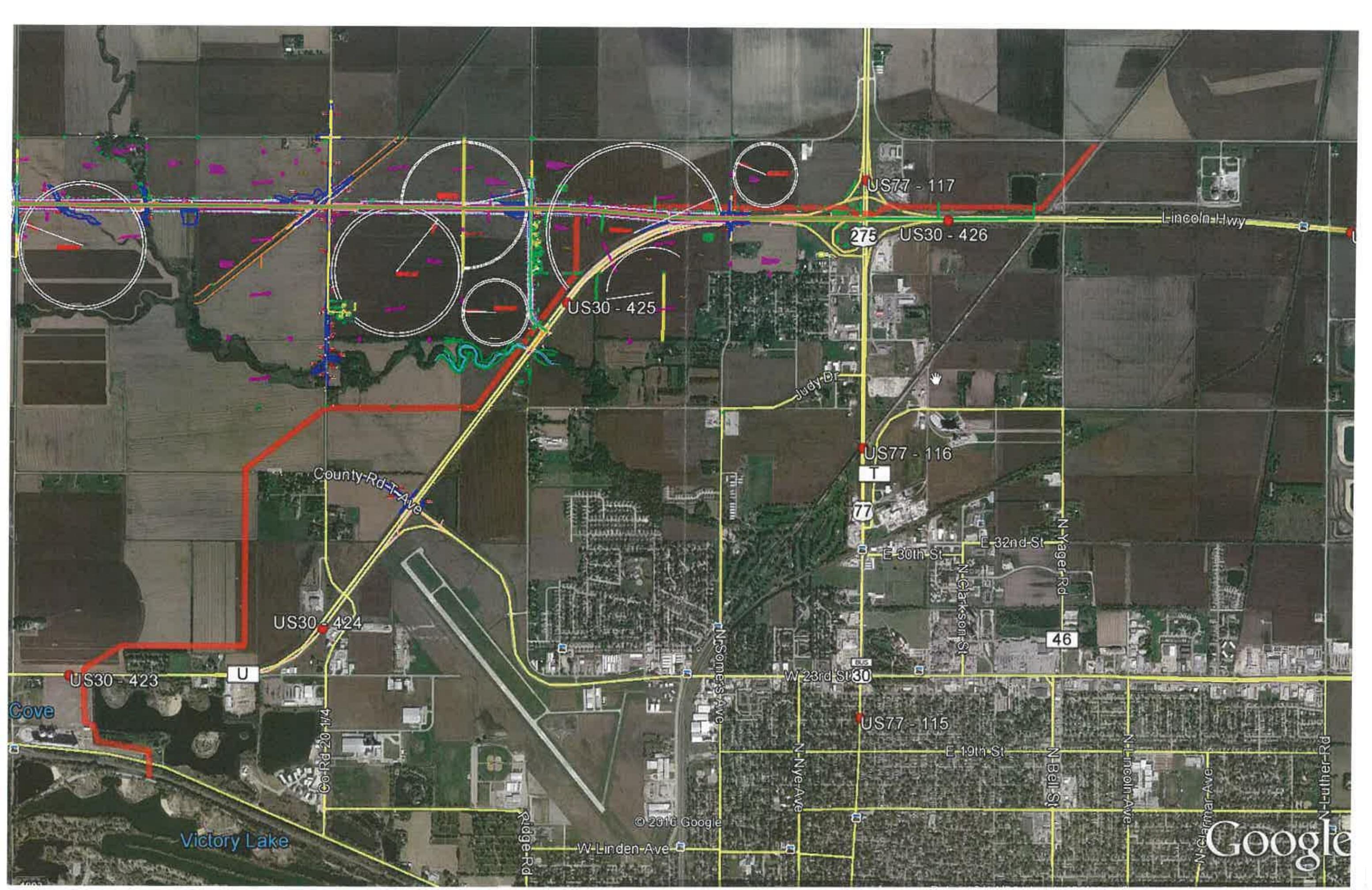
The low bidder on the project, Uleman Enterprises, Inc., of Elkhorn, Nebraska, submitted a combined base bid of \$128,504.55 with a start date of November 1, 2016. This price is reasonable for this project, and close to the final cost opinion. Uleman Enterprises Inc. is a reputable contractor, with a past project track record of successful projects exhibiting similar types of work. JEO hereby recommends to the NRD to award the project to Uleman Enterprises, Inc.

If you have any questions, please feel free to call me at 402-367-2540 or Dave Henke at 402-443-8005.

Sincerely,

Jake Miriovsky, PE

CC: Bob Heimann, Mike Murren, Dave Henke, Steve Parr



US77 - 117

275

US30 - 426

Lincoln Hwy

US30 - 425

Judy Dr

US77 - 116

77

County Rd T Ave

E 30th St

E 32nd St

N Yager Rd

N Clarkston St

46

US30 - 424

N Somers Ave

W 23rd St

30

US77 - 115

E 19th St

N Bell St

N Lincoln Ave

N Clarimar Ave

N Luther Rd

US30 - 423

U

Co Rd 20-1/4

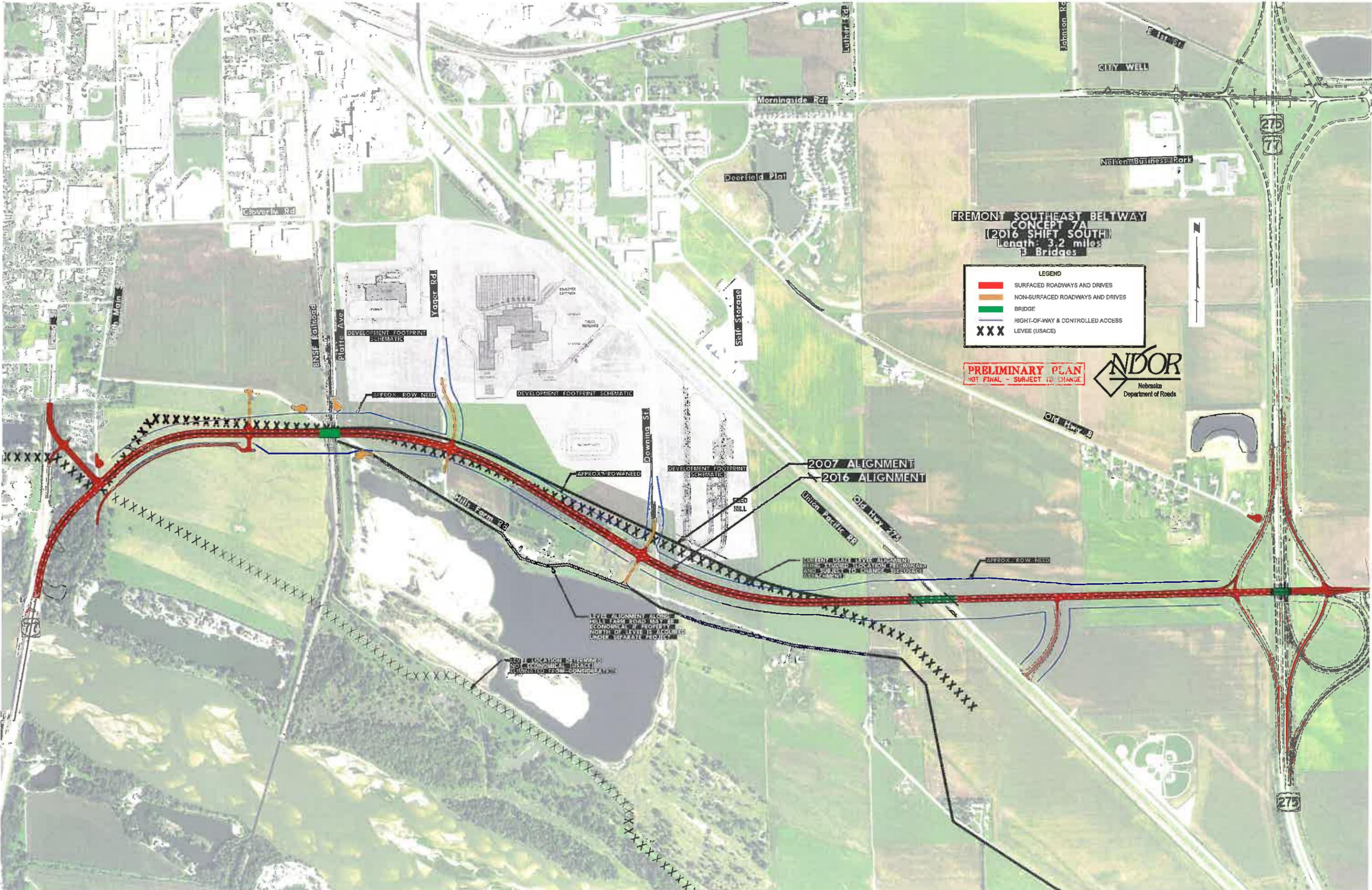
Ridge Rd

W Linden Ave

Victory Lake

© 2016 Google

Google



**FREMONT SOUTHEAST BELTWAY
CONCEPT 7A
(2016 SHIFT SOUTH)
Length: 3.2 miles
3 Bridges**

LEGEND

- █ SURFACED ROADWAYS AND DRIVES
- █ NON-SURFACED ROADWAYS AND DRIVES
- █ BRIDGE
- █ RIGHT-OF-WAY & CONTROLLED ACCESS
- XXX** LEVEE (USACE)

PRELIMINARY PLAN
NOT FINAL - SUBJECT TO CHANGE



2007 ALIGNMENT
2016 ALIGNMENT

LEVEL ALIGNMENT ALSO
WAS STUDIED AND FOUND TO BE
ECONOMICALLY FEASIBLE
NORTH OF LEVEE IS ACQUIRED
UNDER SEPARATE PROJECT

LEVEL ON HIGH GROUND
NO ELEVATION DESIGN
ELIMINATED FROM CONCEPT PLAN

CURRENTLY USED FOR AGRICULTURE
SERVING THE COMMUNITY AS A
TEMPORARY STORAGE AREA
AND SUBJECT TO FUTURE
REDEVELOPMENT

DEVELOPMENT FOOTPRINT
SCHEMATIC

DEVELOPMENT FOOTPRINT
SCHEMATIC

DEVELOPMENT FOOTPRINT
SCHEMATIC

APPROX. ROW NEED

APPROX. ROW NEED

APPROX. ROW NEED

Cloverly Rd

BNSF Railroad

Plate Ave

Yager Rd

Downing St

Morningside Rd

Deerfield Plat

Self Storage

Nisken Business Park

CITY WELL

Johnson Rd

275
77



275



AWARDS UNLIMITED, INC.

1935 "O" Street
Lincoln, Nebraska 68510-1036
Phone (402) 474-0815

INVOICE

414997

INVOICE NO.

7/15/2016

INVOICE DATE

SETH VARNER

SOLD TO
1062 N LINDEN
WAHOO NE 68066

SHIP TO
LINCOLN NE 68510

Please Pay **\$121.41**

PLEASE DETACH TOP SECTION AND RETURN WITH YOUR REMITTANCE

Ship Via **CALL**

P.O. Number

CCO

Date Ordered **7/5/2016**

Terms **NET 30**

Phone Number **402-720-4164**

Sales Rep **THERESA - 1**

| PRODUCT | QUANTITY | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|----------|--------------------------|------------|----------|
| SERVICE PROJECT PLATES | | | | |
| PL | 3 | EAGLE SCOUT BENCH PLATES | \$25.60 | \$76.80 |
| EN | 136 | LETTERING FEE | \$0.15 | \$20.40 |
| EN | 4 | LINE CHANGES | \$1.50 | \$6.00 |
| EN | 1 | LOGO FEE | \$10.00 | \$10.00 |
| <p>AWARDS UNLIMITED 1935 O ST LINCOLN NE 68510 402-474-0815</p> <p>Merchant ID: 000006632494 Term ID: 00885127 Ref #: 0010</p> <p>Sale *****7737</p> <p>VISA Entry Method: Swiped Total: \$ 121.41 07/18/16 13:10:13 Inv #: 000010 Appr Code: 620035 Apprvd: Online Batch#: 000256</p> <p>Customer Copy</p> | | | | |
| Tax Exempt # | | | .0725 | Shipping |

PAID
7/19/16

ANY INVOICE NOT PAID WITHIN 30 DAYS OF ITS DUE DATE IS SUBJECT TO A FINANCE CHARGE OF 1½% PER MONTH WHICH IS 18% PER YEAR. IF SALES TAX HAS NOT BEEN ADDED TO THIS INVOICE, AND YOU ARE SUBJECT TO SALES OR USE TAXES IN YOUR STATE, THEN YOU ARE RESPONSIBLE FOR THE PAYMENT OF THOSE TAXES. **Inv ID # 414997**

AWARDS UNLIMITED, INC.

1935 "O" STREET LINCOLN, NEBRASKA 68510 (402) 474-0815

| | |
|---------------|-----------------|
| SUBTOTAL | 113.20 |
| SALES TAX | 8.21 |
| INVOICE TOTAL | 121.41 |
| | \$121.41 |

PLEASE PAY



AWARDS UNLIMITED, INC.

1935 "O" STREET
LINCOLN, NEBRASKA 68510-4028
PHONE (402) 474-0815

INVOICE

414997

7/25/2018

INVOICE NO.

INVOICE DATE

SETH VARNER

1062 N LINDEN

NE 68066

WABOO

68210

NE

LINCOLN

SHIP TO

SHIP TO

2121.41

Please Pay

PLEASE DETACH TOP SECTION AND RETURN WITH YOUR REMITTANCE

CCO

P.O. Number

Ship Via CALL

Terms NET 30

Date Ordered 7/25/2018

Sales Rep THERESA - 1

Phone Number 402-720-4164

| AMOUNT | UNIT PRICE | DESCRIPTION | QUANTITY | PRODUCT |
|---------|------------|-------------------------------|----------|---------|
| \$10.00 | \$10.00 | LOGO FEE | 1 | EN |
| \$8.00 | \$1.20 | LINE CHANGES | 4 | EN |
| \$20.40 | \$0.15 | LETTERING FEE | 136 | EN |
| \$78.80 | \$25.60 | EAGLE SCOUT BENCH PLATES | 3 | PL |
| | | SERVICE PROJECT PLATES | | |
| | | Tax Exempt | | |
| | | shipping | | |

PAID
7/27/18
118116

113.20
8.21
121.41
2121.41

SUBTOTAL
SALES TAX
INVOICETOTAL

PLEASE PAY

ANY INVOICE NOT PAID WITHIN 30 DAYS OF ITS DUE DATE IS SUBJECT TO A FINANCE CHARGE OF 1% PER MONTH WHICH IS 12% PER YEAR. IF SALES TAX HAS NOT BEEN ADDED TO THIS INVOICE, AND YOU ARE SUBJECT TO SALES OR USE TAXES IN YOUR STATE, THEN YOU ARE RESPONSIBLE FOR THE PAYMENT OF THOSE TAXES.

Inv ID # 414997

AWARDS UNLIMITED, INC.

1935 "O" STREET
LINCOLN, NEBRASKA 68510 (402) 474-0815

Plains Tree Farm Inc
 306 E 12th St
 Davenport, NE 68335

Toll Free 800-669-4408 Fax 402-364-2194
 Email: sales@plainstreefarm.com



Invoice

| | |
|---------------|-------------|
| Date | 7/5/2016 |
| Invoice # | 2524 |
| Sales Order # | |
| Account # | DNLLAWNCARE |

PAID
07/05/2016

Sold To:

DnL Lawncare
 Don Varner
 PO Box 156
 Seward, NE 68434

Ship To

400 South 41st
 Lincoln, NE 68510

| Customer Phone | Customer Fax | P.O. # | Ship Date | Ship Via | Terms | Due Date |
|----------------|--------------|--------|-----------|-------------|----------------|----------|
| 402-650-0059 | | | 7/5/2016 | Customer-OP | Due on receipt | 7/5/2016 |

| Quantity | Item Code | Description | Price Each | Amount |
|----------|---------------|--|------------|---------|
| 1 | OAK1.75BUR | 1.75" Quercus macrocarpa, Bur Oak, Reg. \$170 | 140.00 | 140.00T |
| 1 | ELM1.75PRINCE | 1.75" Ulmus americana, Princeton Elm, Reg. \$150 | 120.00 | 120.00T |
| 1 | MAP2.0AUT | 2.0" Acer x. Freemanii 'Autumn Fantasy Maple', cont., Reg. \$185 | 150.00 | 150.00T |

| | | |
|--|------------------------------|------------------|
| Customer E-mail: dnl-2@hotmail.com | Subtotal | \$410.00 |
| All stock is healthy & true to name when purchased. No further guarantee is given. | Sales Tax (5.5%) | \$22.55 |
| | Total | \$432.55 |
| | Less Payments/Credits | -\$432.55 |
| | Balance Due | \$0.00 |

Steve Baughert

108 Pine St

Colon, Ne 68018

Date 7-16-19-2016

RODGERS CONSTRUCTION

1951 Co. Rd 17
RR 1, Box 99B

Colon, Nebraska 68018

Phone 402-647-4955

Randall D. Rodgers

| | |
|----------------------|-------------------|
| Deepen Water Line | \$ 340.00 |
| Pipe Nipple at Meter | \$ 5.50 |
| Move Equip. | \$ 70.00 |
| | 415.50 |
| | \$ 415.50 |

Thanks TOTAL \$ 415.50

All bills are due within 10 days of date of invoice. A service charge of 1-1/2% per month will be charged on all past due accounts.

G-060002

T15N R1E S11

T15N R1E S12

LPN-008-1024

G-149788

F Rd Rd/F

37 Rd

Rd 37

G-033804

T15N R1E S14

T15N R1E S13

G-060002

T15N R1E S11

T15N R1E S12

LPN-008-1024

G-149788

G-033804

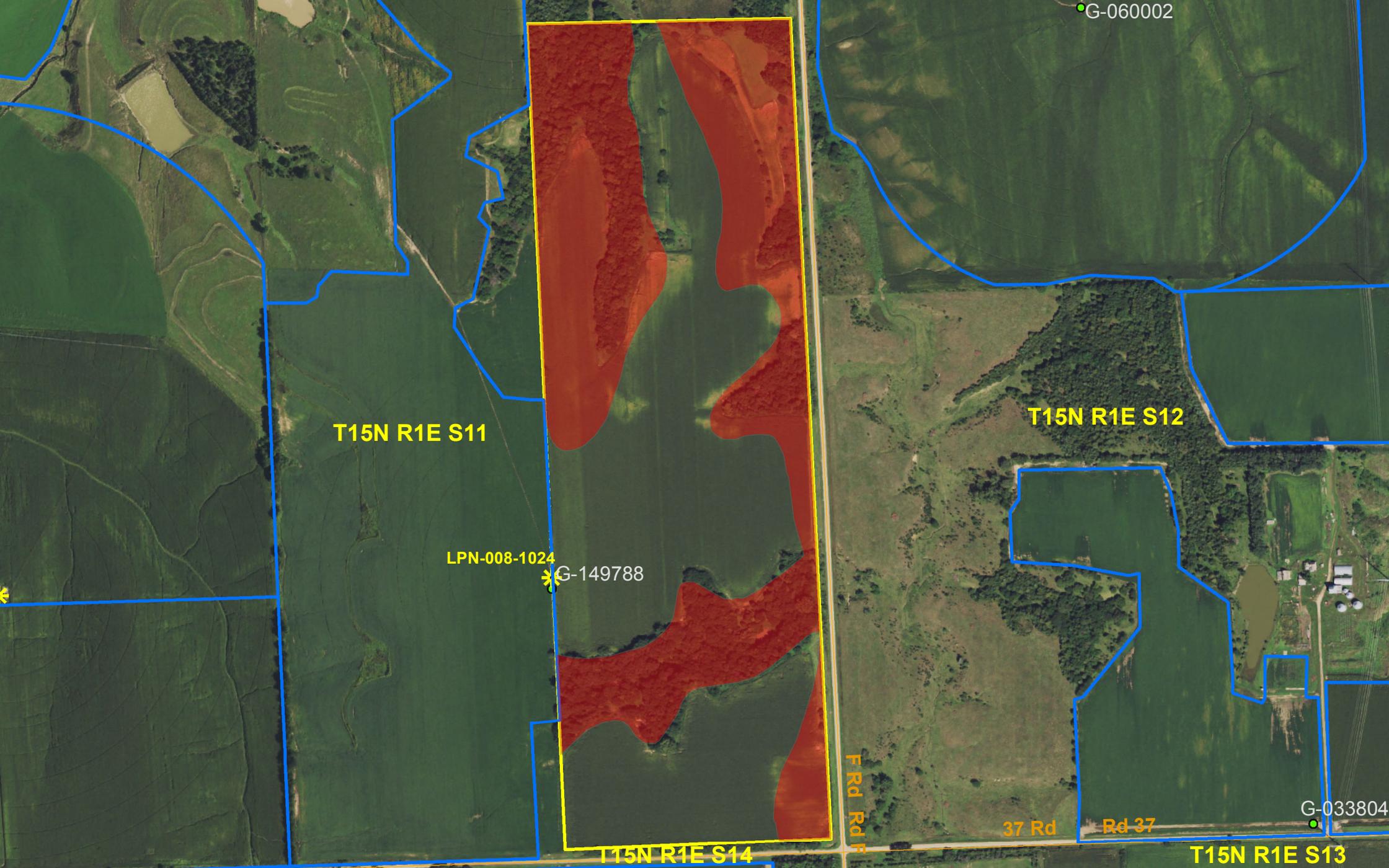
F Rd Rd/F

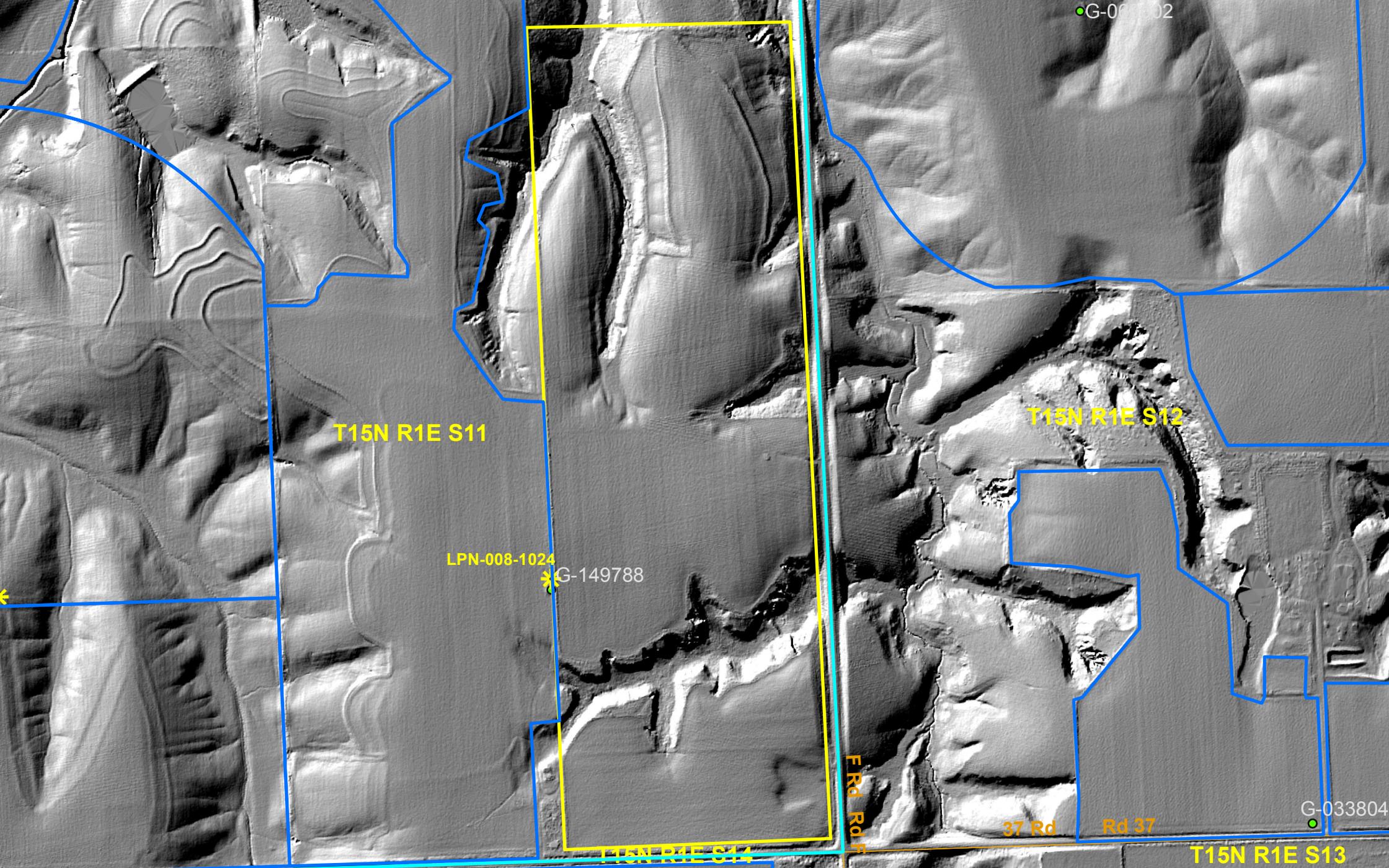
37 Rd

Rd 37

T15N R1E S14

T15N R1E S13





G-008-002

T15N R1E S11

T15N R1E S12

LPN-008-1024

G-149788

FRd Rd

37 Rd

Rd 37

G-033804

T15N R1E S14

T15N R1E S13



Google earth

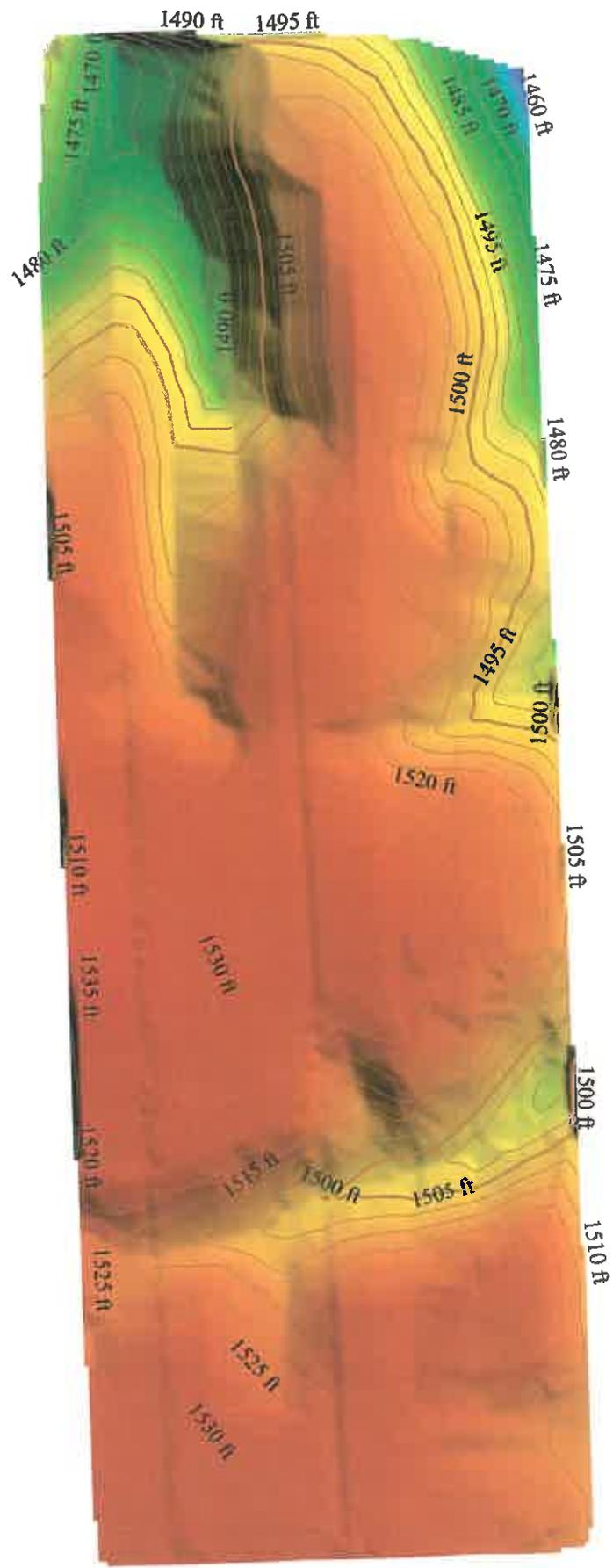
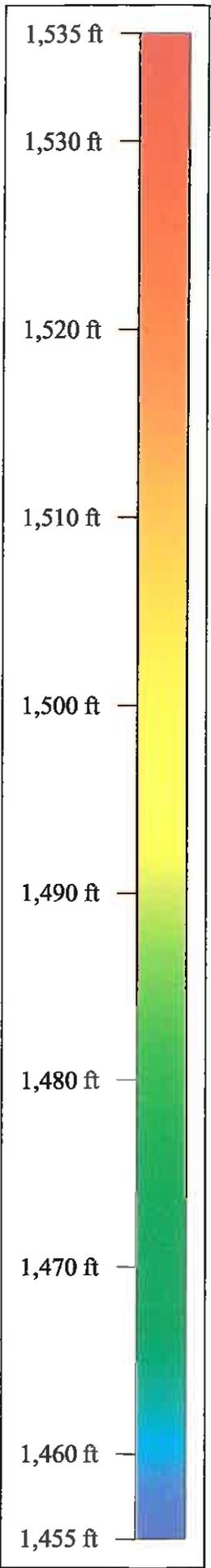
© 2016 Google

Rd F



1000 ft

Schmit Farms



Platte – Colfax SQS area
July 14, 2015

Phone conversation taken by Larry Angle

I received a question from Kendra Hafner (402-910-8932) about allowing Bryce Grotelueschen to irrigate without his flow meters yet installed. The story is he ordered 5 micrometer flow meters and when they arrived they were in gallons, not the acre inches he requested. These were sent back, but the replacements (in acre inches) will not arrive until early August. He may need to irrigate before that time so the question is will the LPNNRD allow that. I asked for the company that Kendra Hafner works for, but her phone kept cutting out so I was not able to get that information. I assume it is for a local driller or equipment company, but not sure. I used the White Pages and reverse phone lookup and it said it was a mobile phone in the Columbus Nebraska area and that is all, no company name.

I told her that we will have to take it to the Water Committee but staff recommendation is to charge him 9 acre inches if he needs to irrigate before the flow meters are installed. This would be regardless what the flow meter says at the end of the year. The Water Committee and Board will make the final decision and we can actually decide it after the irrigation season if it turns into a high water demand summer. Therefore, Angle gave the go ahead to irrigate, with the understanding that he will be penalized at least the 9 acre inches for this year.

From the DNR database,

| | | | | | | |
|--|----------------------|---|--------------------------------|--|---------------------------------|---|
| G-157921 WellID: 207594 LPN-0101144 Other Info Logs View as PDF | I A | Colfax Lower Platte North 18N 2E 7 SENE 2441 N 66E Map It 41° 32' 52.90" 97° 14' 1.80" | 11/5/2010 12/27/2010 | 133 850 gpm 202 ft 248 ft PRO | 8 in 260 ft 270 ft | Bryce Grotelueschen etal OwnerID: 115807 259 Road P Leigh, NE 68643 |
| G-121280 WellID: 149352 LPN-003369 Other Info Logs View as PDF | I A | Colfax Lower Platte North 19N 2E 18 SENW 1362 N 1621W Map It 41° 37' 24.60" 97° 14' 47.50" | 1/28/2003 5/1/2003 | 130 800 gpm 70 ft 240 ft PRO | 8 in 250 ft 320 ft | Bryce Grotelueschen OwnerID: 61810 259 Road P Leigh, NE 68643 |
| G-147092 WellID: 187724 LPN-007973 Other Info Logs View as PDF | I A | Colfax Lower Platte North 19N 2E 19 SWSE 1270 S 1440E Map It | 7/21/2007 11/16/2007 | 201 800 gpm 140 ft 149 ft PRO | 8 in 200 ft 320 ft | Bryce Grotelueschen OwnerID: 61810 259 Road P Leigh, NE 68643 |
| G-098796 WellID: 115692 Other Info Logs View as PDF | S A | Colfax Lower Platte North 19N 2E 20 NWNE 165 N 2540E Map It | 12/4/1998 12/18/1998 | --- 20 gpm 107 ft 120 ft PRO | 1 in 150 ft 160 ft | Bryce Grotelueschen OwnerID: 61810 259 Road P Leigh, NE 68643 |

**STATE OF NEBRASKA
DEPARTMENT OF NATURAL RESOURCES
NEBRASKA WATER SUSTAINABILITY FUND
GRANT AWARD AGREEMENT
FOR APPLICATION NO. 4142**

This agreement is entered into by and between the Nebraska Department of Natural Resources (Department) and the applicant organization, Lower Platte North Natural Resources District (Sponsor).

WHEREAS, pursuant to the Nebraska Water Sustainability Fund Grant Program (Fund), § 61-222 and § 2-1511(2), *Neb. Rev. Stat.* (2015 Reissue), and Titles 261 and 264 of the Nebraska Administrative Code, the Natural Resources Commission (Commission) and the Department are charged with the responsibilities of establishing and administering a grant process for the purpose of attaining the goals set out in *Neb. Rev. Stat.* § 2-1506; and

WHEREAS, the Sponsor submitted application number 4142 (Application) requesting a grant under the Fund for the project to conduct the Lower Platte North Natural Resources District Aquifer Framework Mapping (Project). A copy of the Application is located at nrc.nebraska.gov and is hereby incorporated by reference into this agreement; and

WHEREAS, the Commission and the Department have adopted rules for administration of the Fund, known as Titles 261 and 264 of the Nebraska Administrative Code respectively, which are hereby incorporated into this agreement by reference, and

WHEREAS, the Commission approved the Project and awarded the Sponsor a grant of \$250,000.00 to carry out the Project.

NOW, THEREFORE, in consideration of the mutual promises and understandings of the parties set forth below, the Department and Sponsor mutually agree as follows:

1. Exclusive State Funding.

Resources from the Fund will not replace any other state funds expended by the Sponsor in carrying out the Project.

2. Term.

This Agreement shall be for a term commencing on April 19, 2016 and continuing thereafter until project close out, unless all eligible reimbursements are made prior to that time thus terminating the agreement as completed, or unless the Agreement is:

- A. Terminated with cause in the event either party defaults on any of its material obligations or representations under this Agreement. The non-defaulting party shall notify the other party in writing, specifying in detail the nature and extent of such breach. If within thirty (30) calendar days after written notice of such

default, the defaulting party fails to remedy the default, this agreement will terminate.

B. Terminated by the Department, in whole or in part, in the event funding is no longer available. If funds are revoked by the Legislature, the Department may terminate any portions of the Agreement for which funds have become unavailable. The Department will give the Sponsor notice of such revocation as soon as possible. The Sponsor shall be entitled to receive reimbursement subject to the availability of such funds for any authorized work that has been satisfactorily completed as of the termination date.

C. Amended by written amendment signed by both parties.

3. Scope of Agreement.

A. Sponsor shall complete through its own efforts, or through contracting with a capable party, the obligations for completing the Project as set forth in the Application.

B. Any changes to the scope of the Project shall be considered according to procedures set out in Titles 261 and 264 of the Nebraska Administrative Code.

4. Agreement Managers.

A. The Department's Agreement Manager is Kent Zimmerman. His telephone number is (402) 471-0575. His address is: Nebraska Department of Natural Resources, P.O. Box 94676, Lincoln, NE 68509-4676. His email address is kent.zimmerman@nebraska.gov.

B. The Sponsor shall designate a person as the Sponsor's Agreement Manager to direct or report on the Sponsor's work and coordinate with the Department. The Sponsor's Agreement Manager is [REDACTED] and his/her address is [REDACTED]. His/her email address is [REDACTED].

C. Communications shall be through the respective Agreement Managers.

D. The Sponsor may change its Agreement Manager only after notifying the Department in writing.

5. Reimbursement.

A. From the annual appropriations by the Legislature to the Fund and set aside by the Commission, but subject to subsequent quarterly limitations that may be imposed by the Department of Administrative Service's Budget Office, the Department agrees to reimburse the Sponsor for eligible costs as defined in NAC Title 261 that are incurred after approval by the Commission in the application process and during the term of this agreement in performance of activities necessary for the Project as described in the Application.

- B. Total reimbursement amount and payments for this Project shall not exceed \$250,000.00, and reimbursements shall be limited to amounts approved by the Department.
- C. Reimbursement shall be made for expenses submitted by the Sponsor to the Department in writing. Electronic submissions are acceptable. All submissions shall include a detailed, itemized summary of its reimbursable component expenditures and include appropriate support documentation.
 - (1) Reimbursement requests for expenditures acquiring interests in real property must include, for each legal interest acquired:
 - (a) Title insurance policy showing title in the seller;
 - (b) Closing statement signed by both the buyer and seller;
 - (c) Copy of recorded instrument (deed/easement) from the seller to the Sponsor for the specified real estate;
 - (d) Copy of certified check payable to the seller for the indicated transaction; and
 - (e) Brief explanation of the relationship of the property interest to the Project.
- D. Reimbursement payments shall be made by the Department no more often than monthly based upon the reimbursement request submissions. The final billing for all expenses under this Agreement must be clearly marked “final billing.”
- E. Expense records shall be subject to inspection by the Department and any other agency of the State of Nebraska with responsibility for monitoring progress or auditing records pursuant to this agreement. The Department shall have the right to audit billings both before and after payment, and payment under this agreement shall not foreclose the right of the Department to recover excessive or improper payments.
- F. Sponsor, upon payment of the amounts due under this Agreement, releases the Department, its officers and employees, and the State of Nebraska from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

6. Inspection During and After Construction.

The Director or his or her designated representative(s) shall have the privilege of inspecting the construction of any project at any time in order to ensure that plans and specifications are being followed, that the works are being constructed in accordance with sound engineering and technical principles and practices, and that the project continues to provide benefits as proposed in the Application, but such inspection shall never subject the State of Nebraska to any action for damages.

7. Project Completion Expected.

Sponsor shall provide and maintain adequate support, including the necessary professional or technical personnel and local funding identified in the Application to permit timely completion of the Project.

8. Independent Contractor.

- A. It is agreed that nothing contained in this Agreement is intended to be or should be construed in any manner as creating or establishing the relationship of partners between the Department and the Sponsor, or contractors of Sponsor.
- B. All claims on behalf of any person arising out of employment or alleged employment (including but not limited to claims of discrimination against the Sponsor, its officers or its agents) shall in no way be the responsibility of the Department or the State. The Sponsor will hold the Department and the State harmless from any and all such claims. The Sponsor personnel and all other persons acting for the Sponsor shall not require nor be entitled to any reimbursement, rights or benefits from the Department or the State including but not limited to tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

9. Notices.

All notices, requests, demands and other communications hereunder shall be in writing and delivered or mailed, with postage prepaid, to the Agreement Managers at the addresses set forth earlier in this Agreement.

10. Binding.

This Agreement shall inure to and bind the successors, assigns and representatives of the parties, providing, however, this Agreement may not be assigned by either party without the prior written consent of the other. Neither the Department nor the Sponsor intends anyone to be third-party beneficiary of this Agreement.

11. Entire Agreement/Severability/Waiver.

This Agreement is the entire agreement between the parties hereto; no representations, inducements, promises or agreements, oral or other, between the parties not embodied herein shall be of any force or effect. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

12. Amendment of Agreement.

This Agreement may be amended only by a written instrument signed by the Department and the Sponsor.

13. Attachments.

If there are any terms and conditions contained in any Attachment hereto which are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of the Attachments shall be construed to conform to the terms of this Agreement unless specifically expressed in a writing signed by the parties.

14. Prevailing Law.

This Agreement is governed by the laws of the State of Nebraska including the State Contract Claims Act, *Neb. Rev. Stat.* §§ 81-8,302 through 81-8,306.

15. Indemnification.

Neither the DNR nor the State of Nebraska shall be liable for any damage or compensation payable with respect to or in consequence of any accident or injury to any workman or other person in the employment of the Sponsor that would be covered by Worker's Compensation insurance, liability insurance, or otherwise, save and except an accident or injury resulting from an intentional act of the Department. The Sponsor shall indemnify, defend, and hold harmless the Department and the State of Nebraska against all such damages, compensation, and against all claims, proceedings, costs, charges, attorney's fees, and expenses whatsoever in respect thereof or in relation thereof. The Sponsor shall indemnify the Department and the State of Nebraska for any damages, claims or liability to the extent caused by the Recipient's negligent acts, errors or omissions arising out of the performance of professional services under this Agreement. The Sponsor expressly waives all statutory or common law defenses, including but not limited to those under Workers' Compensation, Contribution, Comparative Fault or similar statutes or legal principles to the extent said defenses are inconsistent with or would defeat the purpose of the indemnification under this section.

16. Drug Free Work Place Policy.

Sponsor certifies that it maintains a drug free work place environment to ensure workers safety and workplace integrity. Sponsor agrees to provide a copy of its drug free workplace policy at any time upon request by the Department.

17. Technology Access.

Sponsor agrees to ensure compliance with Nebraska Access Technology Standards. See website at: <http://www.nitc.state.ne.us/standards/accessibility>. In the event that the State's technology access standards change during the term of the Agreement, the Department may create an amendment to the Agreement to ensure that it comply with the changed standard. If the amendment causes any changes in costs to the Sponsor, the costs shall be mutually agreed on by both parties.

18. Fair Employment Practices.

Sponsor agree to ensure compliance with the Nebraska Fair Employment Practice Act which prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin, *Neb. Rev. Stat.* §§ 48-1101 through 48-1125.

19. Worker Eligibility Status Requirements.

The Recipient is required and hereby agrees to use federal immigration verification system to determine the work eligibility status of any new employees paid with proceeds of this contract that are physically performing services within the State of Nebraska. The Recipient understands and agrees that lawful presence in the United States is required for such employment and the Recipient may be disqualified or the contract terminated if such lawful presence cannot be verified as required by *Neb. Rev. Stat.* § 4-108. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

20. Compliance with All Laws and Ordinances.

Sponsor covenants that it does and shall at all times pertinent to this Agreement comply with all state, federal, and local laws, ordinances and regulations including but not limited to corporate registration, payment of taxes and registration required for payment of taxes, and acquisition and payment for any permits, licenses and approvals necessary for completion of the Project.

21. Audit Requirements.

All of the Sponsor's books, records, and documents relating to work performed or monies received under the Agreement shall be subject to audit at any reasonable time after reasonable notice by the Department. The Sponsor shall maintain all of these records for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

22. Audit by Office of State Audit.

Any public or private non-profit entity or political subdivision of the state serving as the recipient or sub-recipient of funds under this Contract, except for an individual person, is subject to audit by the Office of State Auditor and must comply with requests for any information or records within three business days after an the actual receipt of the request pursuant to *Neb. Rev. Stat.* Reissue of 2015, § 84-304 (4) (a) and § 50-1213 (2).

22. Annual Report.

The Sponsor will annually submit, on or before April 1st of each year up to and including the year final payment is made to the Project, an annual report to the Department containing information detailing project progress and anticipated progress for the year and shall include some analysis of attaining the project's purposes as identified in the Application. After project completion/close out annual reports are no longer required unless real estate acquired as part of this project is rented or otherwise generating revenue exclusive of park entry fees, city fees or revenue not resulting from the project.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last stated below.

Sponsor

By: _____

_____ Date _____

Nebraska Department of Natural Resources
By: Gordon W. Fassett, P.E., Director
Department of Natural Resources
301 Centennial Mall South
P.O. Box 94676
Lincoln, NE 68509-4676

_____ Date _____

This Agreement signed in duplicate.

**STATE OF NEBRASKA
DEPARTMENT OF NATURAL RESOURCES
NEBRASKA WATER SUSTAINABILITY FUND
GRANT AWARD AGREEMENT
FOR APPLICATION NO. 4135**

This agreement is entered into by and between the Nebraska Department of Natural Resources (Department) and the applicant organization, Lower Platte North Natural Resources District (Sponsor).

WHEREAS, pursuant to the Nebraska Water Sustainability Fund Grant Program (Fund), § 61-222 and § 2-1511(2), *Neb. Rev. Stat.* (2015 Reissue), and Titles 261 and 264 of the Nebraska Administrative Code, the Natural Resources Commission (Commission) and the Department are charged with the responsibilities of establishing and administering a grant process for the purpose of attaining the goals set out in *Neb. Rev. Stat.* § 2-1506; and

WHEREAS, the Sponsor submitted application number 4135 (Application) requesting a grant under the Fund for the project to cost share on its' share of meters for the purpose of a Groundwater Management for Mid-Summer Declines (Project). A copy of the Application is located at nrc.nebraska.gov and is hereby incorporated by reference into this agreement; and

WHEREAS, the Commission and the Department have adopted rules for administration of the Fund, known as Titles 261 and 264 of the Nebraska Administrative Code respectively, which are hereby incorporated into this agreement by reference, and

WHEREAS, the Commission approved the Project and awarded the Sponsor a grant of \$200,000.00 to carry out the Project.

NOW, THEREFORE, in consideration of the mutual promises and understandings of the parties set forth below, the Department and Sponsor mutually agree as follows:

1. Exclusive State Funding.

Resources from the Fund will not replace any other state funds expended by the Sponsor in carrying out the Project.

2. Term.

This Agreement shall be for a term commencing on April 19, 2016 and continuing thereafter until project close out, unless all eligible reimbursements are made prior to that time thus terminating the agreement as completed, or unless the Agreement is:

- A. Terminated with cause in the event either party defaults on any of its material obligations or representations under this Agreement. The non-defaulting party shall notify the other party in writing, specifying in detail the nature and extent of such breach. If within thirty (30) calendar days after written notice of such

default, the defaulting party fails to remedy the default, this agreement will terminate.

B. Terminated by the Department, in whole or in part, in the event funding is no longer available. If funds are revoked by the Legislature, the Department may terminate any portions of the Agreement for which funds have become unavailable. The Department will give the Sponsor notice of such revocation as soon as possible. The Sponsor shall be entitled to receive reimbursement subject to the availability of such funds for any authorized work that has been satisfactorily completed as of the termination date.

C. Amended by written amendment signed by both parties.

3. Scope of Agreement.

A. Sponsor shall complete through its own efforts, or through contracting with a capable party, the obligations for completing the Project as set forth in the Application.

B. Any changes to the scope of the Project shall be considered according to procedures set out in Titles 261 and 264 of the Nebraska Administrative Code.

4. Agreement Managers.

A. The Department's Agreement Manager is Kent Zimmerman. His telephone number is (402) 471-0575. His address is: Nebraska Department of Natural Resources, P.O. Box 94676, Lincoln, NE 68509-4676. His email address is kent.zimmerman@nebraska.gov.

B. The Sponsor shall designate a person as the Sponsor's Agreement Manager to direct or report on the Sponsor's work and coordinate with the Department. The Sponsor's Agreement Manager is [REDACTED] and his/her address is [REDACTED]. His/her email address is [REDACTED].

C. Communications shall be through the respective Agreement Managers.

D. The Sponsor may change its Agreement Manager only after notifying the Department in writing.

5. Reimbursement.

A. From the annual appropriations by the Legislature to the Fund and set aside by the Commission, but subject to subsequent quarterly limitations that may be imposed by the Department of Administrative Service's Budget Office, the Department agrees to reimburse the Sponsor for eligible costs as defined in NAC Title 261 that are incurred after approval by the Commission in the application process and during the term of this agreement in performance of activities necessary for the Project as described in the Application.

- B. Total reimbursement amount and payments for this Project shall not exceed \$200,000.00, and reimbursements shall be limited to amounts approved by the Department.
- C. Reimbursement shall be made for expenses submitted by the Sponsor to the Department in writing. Electronic submissions are acceptable. All submissions shall include a detailed, itemized summary of its reimbursable component expenditures and include appropriate support documentation.
 - (1) Reimbursement requests for expenditures acquiring interests in real property must include, for each legal interest acquired:
 - (a) Title insurance policy showing title in the seller;
 - (b) Closing statement signed by both the buyer and seller;
 - (c) Copy of recorded instrument (deed/easement) from the seller to the Sponsor for the specified real estate;
 - (d) Copy of certified check payable to the seller for the indicated transaction; and
 - (e) Brief explanation of the relationship of the property interest to the Project.
- D. Reimbursement payments shall be made by the Department no more often than monthly based upon the reimbursement request submissions. The final billing for all expenses under this Agreement must be clearly marked “final billing.”
- E. Expense records shall be subject to inspection by the Department and any other agency of the State of Nebraska with responsibility for monitoring progress or auditing records pursuant to this agreement. The Department shall have the right to audit billings both before and after payment, and payment under this agreement shall not foreclose the right of the Department to recover excessive or improper payments.
- F. Sponsor, upon payment of the amounts due under this Agreement, releases the Department, its officers and employees, and the State of Nebraska from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

6. Inspection During and After Construction.

The Director or his or her designated representative(s) shall have the privilege of inspecting the construction of any project at any time in order to ensure that plans and specifications are being followed, that the works are being constructed in accordance with sound engineering and technical principles and practices, and that the project continues to provide benefits as proposed in the Application, but such inspection shall never subject the State of Nebraska to any action for damages.

7. Project Completion Expected.

Sponsor shall provide and maintain adequate support, including the necessary professional or technical personnel and local funding identified in the Application to permit timely completion of the Project.

8. Independent Contractor.

- A. It is agreed that nothing contained in this Agreement is intended to be or should be construed in any manner as creating or establishing the relationship of partners between the Department and the Sponsor, or contractors of Sponsor.
- B. All claims on behalf of any person arising out of employment or alleged employment (including but not limited to claims of discrimination against the Sponsor, its officers or its agents) shall in no way be the responsibility of the Department or the State. The Sponsor will hold the Department and the State harmless from any and all such claims. The Sponsor personnel and all other persons acting for the Sponsor shall not require nor be entitled to any reimbursement, rights or benefits from the Department or the State including but not limited to tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

9. Notices.

All notices, requests, demands and other communications hereunder shall be in writing and delivered or mailed, with postage prepaid, to the Agreement Managers at the addresses set forth earlier in this Agreement.

10. Binding.

This Agreement shall inure to and bind the successors, assigns and representatives of the parties, providing, however, this Agreement may not be assigned by either party without the prior written consent of the other. Neither the Department nor the Sponsor intends anyone to be third-party beneficiary of this Agreement.

11. Entire Agreement/Severability/Waiver.

This Agreement is the entire agreement between the parties hereto; no representations, inducements, promises or agreements, oral or other, between the parties not embodied herein shall be of any force or effect. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

12. Amendment of Agreement.

This Agreement may be amended only by a written instrument signed by the Department and the Sponsor.

13. Attachments.

If there are any terms and conditions contained in any Attachment hereto which are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of the Attachments shall be construed to conform to the terms of this Agreement unless specifically expressed in a writing signed by the parties.

14. Prevailing Law.

This Agreement is governed by the laws of the State of Nebraska including the State Contract Claims Act, *Neb. Rev. Stat.* §§ 81-8,302 through 81-8,306.

15. Indemnification.

Neither the DNR nor the State of Nebraska shall be liable for any damage or compensation payable with respect to or in consequence of any accident or injury to any workman or other person in the employment of the Sponsor that would be covered by Worker's Compensation insurance, liability insurance, or otherwise, save and except an accident or injury resulting from an intentional act of the Department. The Sponsor shall indemnify, defend, and hold harmless the Department and the State of Nebraska against all such damages, compensation, and against all claims, proceedings, costs, charges, attorney's fees, and expenses whatsoever in respect thereof or in relation thereof. The Sponsor shall indemnify the Department and the State of Nebraska for any damages, claims or liability to the extent caused by the Recipient's negligent acts, errors or omissions arising out of the performance of professional services under this Agreement. The Sponsor expressly waives all statutory or common law defenses, including but not limited to those under Workers' Compensation, Contribution, Comparative Fault or similar statutes or legal principles to the extent said defenses are inconsistent with or would defeat the purpose of the indemnification under this section.

16. Drug Free Work Place Policy.

Sponsor certifies that it maintains a drug free work place environment to ensure workers safety and workplace integrity. Sponsor agrees to provide a copy of its drug free workplace policy at any time upon request by the Department.

17. Technology Access.

Sponsor agrees to ensure compliance with Nebraska Access Technology Standards. See website at: <http://www.nitc.state.ne.us/standards/accessibility>. In the event that the State's technology access standards change during the term of the Agreement, the Department may create an amendment to the Agreement to ensure that it comply with the changed standard. If the amendment causes any changes in costs to the Sponsor, the costs shall be mutually agreed on by both parties.

18. Fair Employment Practices.

Sponsor agree to ensure compliance with the Nebraska Fair Employment Practice Act which prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin, *Neb. Rev. Stat.* §§ 48-1101 through 48-1125.

19. Worker Eligibility Status Requirements.

The Recipient is required and hereby agrees to use federal immigration verification system to determine the work eligibility status of any new employees paid with proceeds of this contract that are physically performing services within the State of Nebraska. The Recipient understands and agrees that lawful presence in the United States is required for such employment and the Recipient may be disqualified or the contract terminated if such lawful presence cannot be verified as required by *Neb. Rev. Stat.* § 4-108. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

20. Compliance with All Laws and Ordinances.

Sponsor covenants that it does and shall at all times pertinent to this Agreement comply with all state, federal, and local laws, ordinances and regulations including but not limited to corporate registration, payment of taxes and registration required for payment of taxes, and acquisition and payment for any permits, licenses and approvals necessary for completion of the Project.

21. Audit Requirements.

All of the Sponsor's books, records, and documents relating to work performed or monies received under the Agreement shall be subject to audit at any reasonable time after reasonable notice by the Department. The Sponsor shall maintain all of these records for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

22. Audit by Office of State Audit.

Any public or private non-profit entity or political subdivision of the state serving as the recipient or sub-recipient of funds under this Contract, except for an individual person, is subject to audit by the Office of State Auditor and must comply with requests for any information or records within three business days after the actual receipt of the request pursuant to *Neb. Rev. Stat.* Reissue of 2015, § 84-304 (4) (a) and § 50-1213 (2).

22. Annual Report.

The Sponsor will annually submit, on or before April 1st of each year up to and including the year final payment is made to the Project, an annual report to the Department containing information detailing project progress and anticipated progress for the year and shall include some analysis of attaining the project's purposes as identified in the Application. After project completion/close out annual reports are no longer required unless real estate acquired as part of this project is rented or otherwise generating revenue exclusive of park entry fees, city fees or revenue not resulting from the project.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last stated below.

Sponsor

By: _____

_____ Date_____

Nebraska Department of Natural Resources
By: Gordon W. Fassett, P.E., Director
Department of Natural Resources
301 Centennial Mall South
P.O. Box 94676
Lincoln, NE 68509-4676

_____ Date_____

This Agreement signed in duplicate.



AGENDA

**Lower Platte River Basin Water Management Plan Coalition
 Management Committee Meeting
 July 6, 2016, 11:00 to 1:00 P.M.
 Offices of Lower Platte North NRD
 511 Commercial Park Road, Wahoo, NE**

- I. Introductions and Administrative Items
- II. Meeting Purpose
 - Obtain Management Committee direction on 3 Items to finalize plan:
 - a. Desired target % of flows at Louisville to maintain as a goal
 - b. Based on (a) – desired approach to distribute excess supply amongst NRDs
 - c. Basin-wide Plan Implementation – How NRDs intend to implement basin-wide plan and how prescriptive should plan be
- III. Brief Review of Methodology for Basin Accounting
 - a. Demand Scenarios: 80%, Hydropower, Instream Flow Demands
 - b. Snapshot of what has been covered and where we left off.
 - c. Summary of changes to INSIGHT
- IV. Updated Basin Accounting with INSIGHT changes incorporated
- V. Management direction
 - a. Target % of flows at Louisville
 - b. Distribution of excess supply among the member NRDs (potential approaches below)
 - i. Evenly
 - ii. % Supply
 - iii. Irrigable Acres
 - c. Plan implementation at the NRD level?
 - i. How prescriptive will the plan be? Operate in bookends/general guidelines or more prescriptive for this first 5-yr increment?
 - ii. What are the pros/cons of both approaches?
- VI. Upcoming Meetings
 - a. None currently planned - TBD
- VII. Other
- VIII. Adjourn

Invoice



601 P St Suite 200
PO Box 84608
Lincoln, NE 68501-4608
Tel 402.474.6311, Fax 402.474.5063

July 25, 2016
Invoice No: 257372
Invoice Total \$530.16

John Miyoshi
General Manager
Lower Platte North NRD
PO Box 126
Wahoo, NE 68066-0126

OA Project No. 014-0744 LPNNRD V-Integrated Management Plan Wahoo NE
Contract Amount: \$174,700.00
Contract Date: March 10, 2014

Professional services rendered through July 9, 2016 for work completed in accordance with Agreement dated March 10, 2014. Work included reviewing revisions to V-IMP for final stakeholder meeting.

Phase 400 Draft V-IMP

Labor

| | Hours | Amount | |
|----------------------------|-------|-------------------------|-----------------|
| Associate Scientist | 1.25 | 86.21 | |
| Technical Leader | 2.75 | 428.26 | |
| Administrative Coordinator | .25 | 15.69 | |
| Totals | 4.25 | 530.16 | |
| Total Labor | | | 530.16 |
| | | Total this Phase | \$530.16 |

| Billing Limits | Current | Prior | To-Date |
|-------------------|---------|------------|------------|
| Total Billings | 530.16 | 157,431.38 | 157,961.54 |
| Limit | | | 174,700.00 |
| Balance Remaining | | | 16,738.46 |

AMOUNT DUE THIS INVOICE \$530.16

email invoice to : John Miyoshi jmiyoshi@lpnnrd.org

Date rec'd 7/26/16

Authorized By: Karen Griffin

Approved by _____

Date _____

Printed name _____

Printed title _____

% (amount) _____

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Income acct. _____

UNITED STATES DEPARTMENT OF THE INTERIOR
DOWN PAYMENT (BILL) REQUEST

Make Remittance Payable To: U.S. Geological Survey
Billing Contact: Lisa Dietsch, Admin Officer Phone: 402-328-4116

Bill #: 90457858
Customer: 6000000136
Date: 07/14/2016
Due Date: 09/12/2016

Remit Payment To: United States Geological Survey
P.O. Box 71362
Philadelphia, PA 19176-1362

Payer: LOWER PLATTE NORTH NRD
P.O. BOX 126
WAHOO NE 68066

Additional forms of payment may be accepted. Please email GS-A-HQ_RMS@USGS.GOV or call 703-648-7683 for additional information.

To pay through Pay.gov go to <https://www.pay.gov>.

Checks must be made payable to U.S. Geological Survey. Please detach the top portion or include bill number on all remittances.

Amount of Payment: \$ _____

| Date | Description | Qty | Unit Price | | Amount |
|-----------------------|---|-----|------------|-----|----------|
| | | | Cost | Per | |
| 07/14/2016 | Seasonal continuous water quality monitoring at Shell Creek near Columbus, Nebraska as agreed upon in the Joint Funding Agreement between Lower Platte North Natural Resources District and the U.S. Geological Survey. JFA No. 14EMNE000250 USGS Billing Contact Anne Wettstead 402-328-4182. 14EMNE000250 | 1 | 5,600.00 | 1 | 5,600.00 |
| Amount Due this Bill: | | | | | 5,600.00 |

Accounting Classification:
Sales Order: 38069
Sales Office: GENR
Customer: 6000000136
Accounting #: 10660430

TIN: *****2716

email: laugle@lpnnrd.org

UNITED STATES DEPARTMENT OF THE INTERIOR
DOWN PAYMENT (BILL) REQUEST

Make Remittance Payable To: U.S. Geological Survey
Billing Contact: Lisa Dietsch, Admin Officer Phone: 402-328-4116

Bill #: 90457859
Customer: 6000000136
Date: 07/14/2016
Due Date: 09/12/2016

Remit Payment To: United States Geological Survey
P.O. Box 71362
Philadelphia, PA 19176-1362

Payer: LOWER PLATTE NORTH NRD
Attn: Mr. John Miyoshi
P.O. BOX 126
WAHOO NE 68066

Additional forms of payment may be accepted. Please email GS-A-HQ_RMS@USGS.GOV or call 703-648-7683 for additional information.

To pay through Pay.gov go to <https://www.pay.gov>.

Checks must be made payable to U.S. Geological Survey. Please detach the top portion or include bill number on all remittances.

Amount of Payment: \$ _____

| Date | Description | Qty | Unit Price | | Amount |
|------------------------------|---|-----|------------|-----|------------------|
| | | | Cost | Per | |
| 07/14/2016 | Streamgages at Shell Creek near Columbus and Wahoo Creek at Ashland, and one real-time groundwater level monitoring site, as agreed upon in the Joint Funding Agreement between the Lower Platte North Natural Resources District and the US Geological Survey. Agreement No. 16EMNE000070 USGS Billing: Anne Wettstead, 402-328-4182 16EMNE000070 | 1 | 16,490.00 | 1 | 16,490.00 |
| Amount Due this Bill: | | | | | 16,490.00 |

Accounting Classification:

Sales Order: 55777
Sales Office: GENR
Customer: 6000000136
Accounting #: 10660431

email: langle@lpnrd.org

TIN: *****2716

NSWCP FUND DISTRIBUTION 2016-2017

| NRDs | Equal Division of \$1,000,000 | Division based on NRI* Conservation Needs | Total |
|---------------------------|----------------------------------|---|------------------------|
| Upper Big Blue | \$ 43,478.26 | \$ 51,538.83 | \$ 95,017.09 |
| Lower Big Blue | \$ 43,478.26 | \$ 53,266.38 | \$ 96,744.64 |
| Upper Elkhorn | \$ 43,478.26 | \$ 44,340.67 | \$ 87,818.93 |
| Lower Elkhorn | \$ 43,478.26 | \$ 214,649.13 | \$ 258,127.39 |
| Little Blue | \$ 43,478.26 | \$ 54,418.09 | \$ 97,896.35 |
| Upper Loup | \$ 43,478.26 | \$ 28,360.75 | \$ 71,839.01 |
| Lower Loup | \$ 43,478.26 | \$ 164,549.94 | \$ 208,028.20 |
| Lewis & Clark | \$ 43,478.26 | \$ 66,798.92 | \$ 110,277.19 |
| Papio - Missouri River | \$ 43,478.26 | \$ 94,151.93 | \$ 137,630.19 |
| Nemaha | \$ 43,478.26 | \$ 79,755.61 | \$ 123,233.87 |
| Upper Niobrara-White | \$ 43,478.26 | \$ 58,305.10 | \$ 101,783.36 |
| Middle Niobrara | \$ 43,478.26 | \$ 29,224.53 | \$ 72,702.79 |
| Lower Niobrara | \$ 43,478.26 | \$ 22,458.26 | \$ 65,936.52 |
| North Platte | \$ 43,478.26 | \$ 63,487.77 | \$ 106,966.03 |
| South Platte | \$ 43,478.26 | \$ 51,250.90 | \$ 94,729.16 |
| Twin Platte | \$ 43,478.26 | \$ 28,936.60 | \$ 72,414.86 |
| Central Platte | \$ 43,478.26 | \$ 45,780.30 | \$ 89,258.56 |
| Lower Platte North | \$ 43,478.26 | \$ 70,685.93 | \$ 114,164.19 |
| Lower Platte South | \$ 43,478.26 | \$ 65,215.33 | \$ 108,693.59 |
| Upper Republican | \$ 43,478.26 | \$ 54,993.94 | \$ 98,472.20 |
| Middle Republican | \$ 43,478.26 | \$ 48,659.56 | \$ 92,137.82 |
| Lower Republican | \$ 43,478.26 | \$ 30,088.31 | \$ 73,566.57 |
| Tri-Basin | \$ 43,478.26 | \$ 18,715.22 | \$ 62,193.48 |
| TOTAL | \$ 1,000,000.00 | \$ 1,439,632.00 | \$ 2,439,632.00 |
| | \$ 1,000,000.00 | \$ 1,439,632.00 | \$ 2,439,632.00 |

* National Resources Inventory (NRI) conservation needs are based on the percentage share that the cost of each NRD's conservation needs are of the total state conservation needs. The cost of the conservation needs was based on the 1982 national resources inventory compiled by the NRCS and a statewide average cost of treating this land.

RECEIVED AUG 02 2013

Request for Assistance

Shell Creek Watershed Land and Water Improvement Program



NAME Steve Backes PHONE NUMBER 402-447-6403 COUNTY Platte
 ADDRESS 48673 Hwy 91 SOCIAL SECURITY [REDACTED] LEGAL ID-21-SV
 CITY, ST, ZIP Lindsay, NE 68844 OR TAX IDENT. NO. [REDACTED] 30 + 20 - 21 - 3N

IN ACCOUNT WITH THE SHELL CREEK WATERSHED IMPROVEMENT GROUP (SCWIG) Please Check Appropriate Box:

Individual/Sole Proprietor Corporation Partnership Other

Approximate Completion Date: _____ Expiration Date: _____ (Date to be determined by SCWIG)

| Practice Number | Description of Practice | Year | Unit Amount | Unit | Agency Share/acre | NRD / NRCS / FSA Total | SCWIG Share/acre | SCWIG Total Amt. | Cert. Unit | Payment |
|-----------------|-------------------------|------|--------------|------|-------------------|------------------------|------------------|------------------|------------|---------|
| 329 | No-till | 2013 | 115.5 | AC | | | \$10 | \$ 1,155 | | |
| 329 | No-till | 2014 | 117.9 | AC | | | \$10 | \$ 1,179 | | |
| 329 | No-till | 2015 | 115.5 | AC | | | \$10 | \$ 1,155 | | |
| 329 | NO-TILL | 2016 | 117.9 | AC | | | \$10 | \$ 1,179 | 117.9 | 1179.7 |
| | | | TOTAL | | | \$ - | | \$4668- | | \$ |

LANDOWNER AND/OR APPLICANT CERTIFICATION: I request assistance under the Shell Creek Watershed Land and Water Improvement Program administered by the Shell Creek Watershed Improvement Group. If applicable, the Practice(s) shown above are in accordance with a Resource Conservation Plan developed with the Shell Creek Watershed Improvement Group. I further certify that I have the authority on behalf of the Landowner(s) to make this request and carry out the above practices and assume full responsibilities of the same. I agree that I am obligated to pay at least ___ percent of the cost of this conservation practice. Any reduction in the contractors billing or refund of payment must be reported to the Shell Creek Watershed Improvement Group. Violation of these rules will result in a lawsuit against me.

SIGNATURE: [Signature] DATE: 7-30-13

TECHNICIAN'S STATEMENTS:

The Landowner has applied for EQIP Funds: YES NO or NA Amount Approved \$ 16,713

TECHNICIAN'S SIGNATURE: [Signature] DATE: 7/23/13

REMARKS:

SCWIG FUNDS WILL BE UTILIZED WHEN CORN IS PLANTED INTO SOYBEANS. EQIP WILL FUND PLANTING SOYBEANS INTO CORN.

The SCWIG approved the extent and amount shown above.

For SCWIG Board: [Signature] DATE: _____

CERTIFICATION:

Acres Treated: 233.4 117.9 ac

The practice shown above has been performed to the extent shown in practice units performed column and meets SCWIG specifications.

TECHNICIAN'S SIGNATURE: [Signature] DATE: 7-20-16

FOR SCWIG OFFICE USE:

Actual Cost: _____
 Total Cost Share: _____
 Less Other: _____
 SCWIG Payment: _____
 Date Paid: _____

13.2.058

Va



Request for Assistance Shell Creek Watershed Land and Water Improvement Program

NAME Duane Backes PHONE NUMBER 402-428-4195 COUNTY Platte
 ADDRESS 82257 542nd Ave SOCIAL SECURITY [REDACTED] LEGAL 21-20-3W
 CITY, ST, ZIP Lindsay, NE 68644 OR TAX IDENT. NO. _____

IN ACCOUNT WITH THE SHELL CREEK WATERSHED IMPROVEMENT GROUP (SCWIG)

Please Check Appropriate Box:
 Individual/Sole Proprietor Corporation Partnership Other

Approximate Completion Date: _____ Expiration Date: _____ (Date to be determined by SCWIG)

| Practice Number | Description of Practice | Year | Unit Amount | Unit | Agency Share/acre | NRD / NRCS / FSA Total | SCWIG Share/acre | SCWIG Total Amt. | Cert. Unit | Payment |
|-----------------|-------------------------|------|-------------|------|-------------------|------------------------|------------------|------------------|------------|---------|
| 329 | No-till | 2013 | 146.5 | AC | | | \$10 | \$1465 | | |
| 329 | No-till | 2014 | 93.5 | AC | | | \$10 | \$935 | | |
| 329 | No-till | 2015 | 146.5 | AC | | | \$10 | \$1465 | | |
| 329 | No-till | 2016 | 93.5 | AC | | | \$10 | \$935 | 93.5 | 935.00 |
| TOTAL | | | | | | \$ - | | \$ 4800 | | \$ |

LANDOWNER AND/OR APPLICANT CERTIFICATION: I request assistance under the Shell Creek Watershed Land and Water Improvement Program administered by the Shell Creek Watershed Improvement Group. If applicable, the Practice(s) shown above are in accordance with a Resource Conservation Plan developed with the Shell Creek Watershed Improvement Group. I further certify that I have the authority on behalf of the Landowner(s) to make this request and carry out the above practices and assume full responsibilities of the same. I agree that I am obligated to pay at least ___ percent of the cost of this conservation practice. Any reduction in the contractors billing or refund of payment must be reported to the Shell Creek Watershed Improvement Group. Violation of these rules will result in a lawsuit against me.

SIGNATURE: [Signature] DATE: 7-26-13

TECHNICIAN'S STATEMENTS:
 The Landowner has applied for EQIP Funds: YES NO OR NA Amount Approved \$ \$17,000
 TECHNICIAN'S SIGNATURE: [Signature] DATE: _____

REMARKS:
SCWIG PAYMENTS WILL BE MADE ON ACRS WHEN EQIP PAYS NOT PAY FOR ACRS PLANTED INTO SOY BEANS.

The SCWIG approved the extent and amount shown above.
 For SCWIG Board: [Signature] DATE: _____

CERTIFICATION:
 Acres Treated: 240 93.5 ac
 The practice shown above has been performed to the extent shown in practice units performed column and meets SCWIG specifications.
 TECHNICIAN'S SIGNATURE: [Signature] DATE: 7-20-16

FOR SCWIG OFFICE USE:

Actual Cost: _____
 Total Cost Share: _____
 Less Other: _____
 SCWIG Payment: _____
 Date Paid: _____

13.2.04e

VOK



Request for Assistance Shell Creek Watershed Land and Water Improvement Program

NAME Eldon Jedlicka PHONE NUMBER 402-487-2656 COUNTY Colfax
 ADDRESS 357 Rd P SOCIAL SECURITY [REDACTED] LEGAL 21-19-2E
 CITY, ST, ZIP Leigh, NE 68643 or TAX IDENT. NO.

IN ACCOUNT WITH THE SHELL CREEK WATERSHED IMPROVEMENT GROUP (SCWIG)

Please Check Appropriate Box:
 Individual/Sole Proprietor Corporation Partnership Other

Approximate Completion Date: _____ Expiration Date: _____ (Date to be determined by SCWIG)

| Practice Number | Description of Practice | Year | Unit Amount | Unit | Agency Share/acre | NRD / NRCS / FSA Total | SCWIG Share/acre | SCWIG Total Amt. | Cert. Unit | Payment |
|-----------------|-------------------------|------|-------------|------|-------------------|------------------------|------------------|------------------|------------|------------|
| No-till | No-till | 2014 | 20.6 | ac | 23.63 | | \$10/ac | 206.00 | | |
| No-till | No-till | 2016 | 20.6 | ac | 23.68 | | \$10/ac | 206.00 | 20.6 | 206.00 |
| No-till | No-till | 2015 | 31.5 | ac | 23.68 | | \$10/ac | 315.00 | | |
| No-till | No-till | 2017 | 31.5 | ac | 23.68 | | \$10/ac | 315.00 | | |
| | | | | | TOTAL | | | \$3,196.00 | | \$1,042.00 |

LANDOWNER AND/OR APPLICANT CERTIFICATION: I request assistance under the Shell Creek Watershed Land and Water Improvement Program administered by the Shell Creek Watershed Improvement Group. If applicable, the Practice(s) shown above are in accordance with a Resource Conservation Plan developed with the Shell Creek Watershed Improvement Group. I further certify that I have the authority on behalf of the Landowner(s) to make this request and carry out the above practices and assume full responsibilities of the same. I agree that I am obligated to pay at least ___ percent of the cost of this conservation practice. Any reduction in the contractors billing or refund of payment must be reported to the Shell Creek Watershed Improvement Group. Violation of these rules will result in a lawsuit against me.

SIGNATURE: Eldon Jedlicka DATE: 5-17-12

TECHNICIAN'S STATEMENTS:
 The Landowner has applied for EQIP Funds: YES NO or NA Amount Approved \$ 3,196.00
 TECHNICIAN'S SIGNATURE: [Signature] DATE: 5-17-12

REMARKS:
 The SCWIG approved the extent and amount shown above.
 For SCWIG Board: [Signature] DATE: 6-17-12

CERTIFICATION:
 Acres Treated: 20.6 ac
 The practice shown above has been performed to the extent shown in practice units performed column and meets SCWIG specifications.
 TECHNICIAN'S SIGNATURE: [Signature] DATE: 7-19-16

FOR SCWIG OFFICE USE:

Actual Cost: _____
 Total Cost Share: _____
 Less Other: _____
 SCWIG Payment: _____
 Date Paid: _____

12.2.06i

RCPP Narrative Elements for Pre-proposal (4000 character limit per item)

Project Name:

Funding Pool:

State:

Please review the Pillar and Criteria descriptions in the 2017 APF, and make sure your pre-proposal has adequately addressed each pillar in sufficient detail.

1. Briefly describe your RCPP team. Include a description of each partner's expertise and experience implementing similar projects. If partners are providing cash and/or in-kind services, "Letters of Financial Contribution" will be required in the Full-proposal application phase.

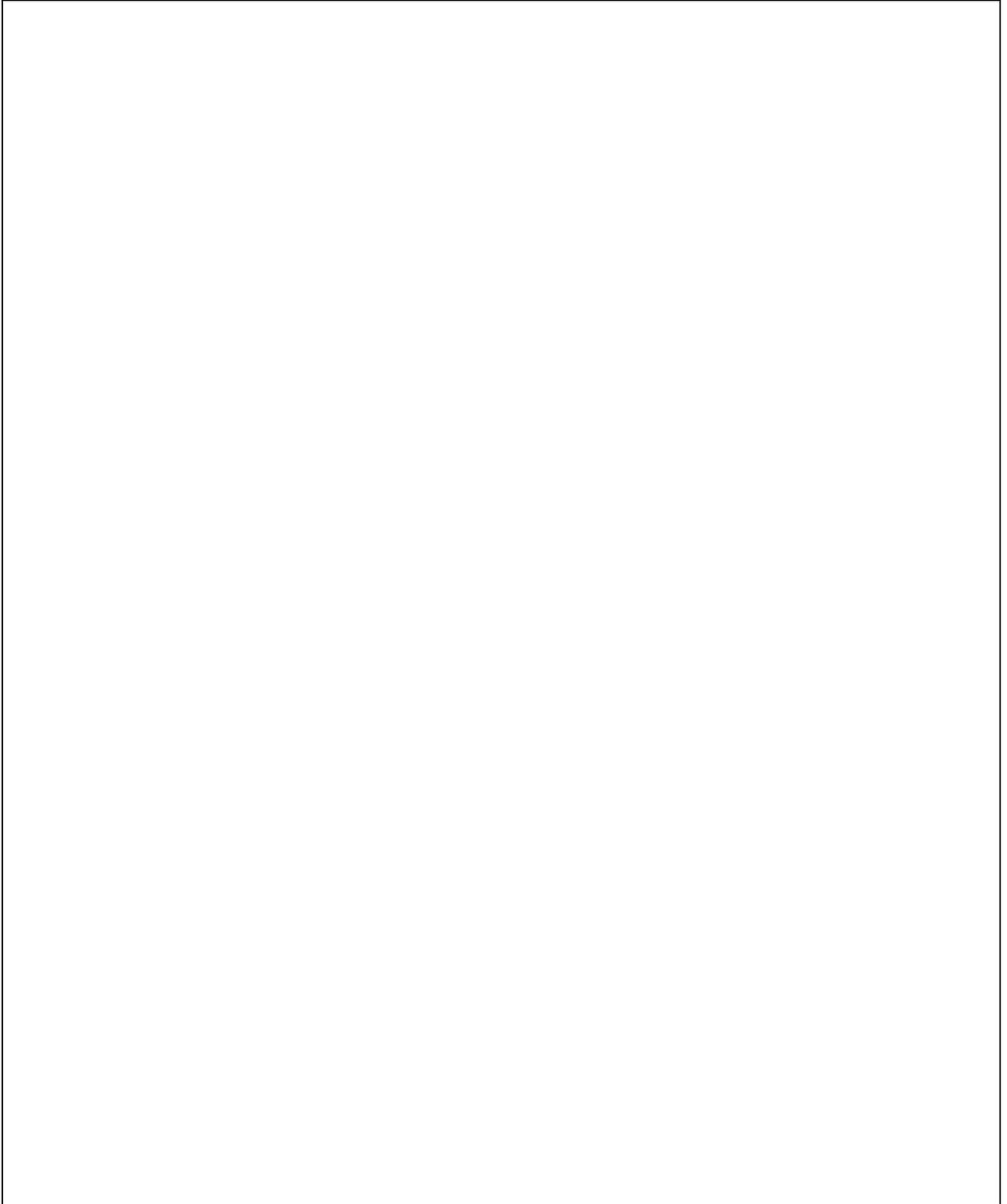
2. Specify the geographic focus of the project area. Provide background for why and how the project area was selected. (Note that the project area does not need to be contiguous, but all areas should have a common primary resource concern that the project addresses.) In the description, discuss any areas that will be specifically targeted within the project area and explain why those areas are to be prioritized.

3. Describe the natural resource concern(s) of the project area. Include how the resource concerns were identified through watershed plans, scientific literature, etc. See the listing of priority resource concerns in Section II.B. A complete list of NRCS approved natural resource concerns may be found on the RCPP Web site at: <http://www.nrcs.usda.gov/wps/portal/nrcs/main/national/programs/farmbill/rcpp/>

4. Project Scope: Describe the role of each partner during the project preparation, implementation, monitoring and evaluation phases. Identify the NRCS conservation programs to be used (EQIP, CStP, ACEP, etc) and conservation systems selected to address the resource concern(s) in the geographical focal area (conservation practices, activities, enhancements, restoration work, easement acquisition, and other partner approaches). Provide a brief description of the sequence of practice implementation or timeline.

5. Describe any activities that have already taken place that support the proposed project. Characterize the existing infrastructure and capacity of partner(s) that provide a solid foundation from management of the proposed project. Consider future partnership resource needs and describe any other steps that are needed to ensure project success, such as hiring, coordination, outreach, training, etc.

6. Describe how project outcomes will be evaluated. This may include monitoring, modeling, measurements, and/or photo points, etc. Specify how the partners will collect data and report progress that demonstrates project objectives have been met or exceeded.

A large, empty rectangular box with a thin black border, intended for the user to write their response to question 6. The box occupies most of the page below the question text.

7. If applicable, indicate how the project will “assist producers in meeting or avoiding the need for natural resource regulatory requirements.” Section 1271B (d) (4)(A) of the 1985 Act.

A large, empty rectangular box with a thin black border, occupying the majority of the page below the question. It is intended for the user to provide a detailed response to the question regarding how the project will assist producers in meeting or avoiding natural resource regulatory requirements.

Reminder: The Pillar and Criteria descriptions offer insight into how proposal scoring takes place during the review phase.

8. Use this space to provide additional information about the project that has not been requested. Only include information and/or examples that will provide a greater understanding of your proposal.

Additional information

9. Partners are strongly encouraged to work with NRCS to fully understand program purpose and limitations. If **Adjustment of Terms** are needed in order to achieve project objectives, please describe here. Refer to Appendix A in the APF for Definitions.

10. Does the project require **Alternative Funding Arrangements (AFA)**? If the project requires AFA, please describe how it will meet the goals and objectives of RCPP.

Refer to Section III, Part C. for AFA eligibility and requirements and Appendix A in the APF for Definitions.

A large, empty rectangular box with a thin black border, occupying the majority of the page below the text. It is intended for the user to provide a detailed description of Alternative Funding Arrangements (AFA) if applicable to the project.

Tom Mountford

From: SM.NRCS.DCWA2.RCPP
Sent: Friday, July 22, 2016 12:18 PM
To: SM.NRCS.DCWA2.RCPP
Cc: Watson, Tom - NRCS, Portland, OR; Almodovar, Edwin - NRCS, San Juan, PR; Alvarado, Ron - NRCS, Portland, OR; Aspey, Louis - NRCS, Morgantown, WV; Banks, Eric - NRCS, Salina, KS; Beard, Timothy - NRCS, Raleigh, NC; Bramblett, Jimmy - NRCS, Madison, WI; Bricker, Jack - NRCS, Richmond, VA; Brown, David - NRCS, Salt Lake City, UT; Brown, Kevin - NRCS, Nashville, TN; Clarke, Christine - NRCS, Amherst, MA; Coleman, Denise - NRCS, Harrisburg, PA; Cosby, Terry - NRCS, Columbus, OH; Coverdale, Lisa - NRCS, Bozeman, MT; Derickson, Craig - NRCS, Lincoln, NE; Dotson, Ray - NRCS, Reno, NV; Dozier, Ivan - NRCS, Champaign, IL; Drew, Vicky - NRCS, Colchester, VT; Elke, Curtis - NRCS, Boise, ID; Ellsmore, Rick - NRCS, Dover, NH; English, Ann - NRCS, Columbia, SC; Evans, Clinton - NRCS, Denver, CO; Flores, JR - NRCS, Columbia, MO; Hardisty, Jane - NRCS, Indianapolis, IN; Hernandez, Juan - NRCS, Bangor, ME; Hillsman, Terron - NRCS, Annapolis, MD; Jones, Robert - NRCS, Palmer, AK; Kist, Greg - NRCS, Syracuse, NY; Lee, Garry - NRCS, East Lansing, MI; Lindig, Carrie - NRCS, Somerset, NJ; Malone, Ben - NRCS, Auburn, AL; Martinez, Astrid - NRCS, Casper, WY; Montoya, Xavier - NRCS, Albuquerque, NM; Morgan, Russell - NRCS, Gainesville, FL; Morgart, Thomas - NRCS, Tolland, CT; Norton, Kevin - NRCS, Alexandria, LA; O Neill, Gary - NRCS, Stillwater, OK; Petersen, Bruce - NRCS, Honolulu, HI; Podoll, Mary - NRCS, Bismarck, ND; Pullman, Cathee - NRCS, St. Paul, MN; Readus, Kurt - NRCS, Jackson, MS; Rides at the door, Roylene - NRCS, Spokane, WA; Rudolph, Terrance - NRCS, Athens, GA; Salinas, Salvador - NRCS, Temple, TX; Simon, Kurt - NRCS, Des Moines, IA; Suarez, Carlos - NRCS, Davis, CA; Sullivan, Michael - NRCS, Little Rock, AR; Tatem, Keisha - NRCS, Phoenix, AZ; Taylor, Kasey - NRCS, Dover, DE; Vongkhamdy, Pooh - NRCS, Warwick, RI; Woodrich, Karen - NRCS, Lexington, KY; Zimprich, Jeffrey - NRCS, Huron, SD
Subject: RCPP 2017 Proposal Notification

Good Afternoon, RCPP Applicant:

Thank you for submitting your FY2017 Regional Conservation Partnership Program (RCPP) pre-proposal. All pre-proposals went through a thorough review process, and yours is among those selected to submit a full-proposal. Congratulations!

Within the next two weeks, you will receive an email containing items you will need to complete for the full-proposal application package. The email will include:

- The 2017 RCPP full-proposal Data Tool
- User Guide for the Data Tool
- Pre-proposal file that you will load into the Data Tool
- The 2017 Full-Proposal Narrative (pdf) & Appendix
- Sample Letter of Commitment (required from partners who offer financial contribution)

The deadline for submission of the 2017 full-proposals is **September 19, 2016**. Similar to the pre-proposal round, full-proposals will undergo technical review followed by a review by NRCS Leadership. As you develop the full-proposal package, please note the following:

1. **Webinars, Save the Dates:** The RCPP Team will provide guidance and answer programmatic questions.
 - Early August – Date TBA

- Wednesday, August 24th: 2:00PM-3:30PM
- Wednesday, September 7th: 2:00pm – 3:30pm ET

Call-in details will be provided prior to the webinars. These will be recorded and posted to the RCPP website. Prior to and during the webinars, you can submit questions specific to the full-proposal and RCPP process.

2. **Be in contact with the State Conservationist (STC) of the Lead State of your project.** This is a critical component of proposal development and the program, since project implementation is accomplished through a close partnership between the lead partner and NRCS. Please develop the details of the proposal (including project timelines, costs, and goals) with the NRCS STC. You can find the list of STCs in the *2017 Announcement for Program Funding (APF)*, which includes the details, requirements, and timeline for the FY2017 RCPP projects. The APF is on the RCPP webpage: <http://www.nrcs.usda.gov/wps/portal/nrcs/main/national/programs/farbill/rcpp/>

3. General

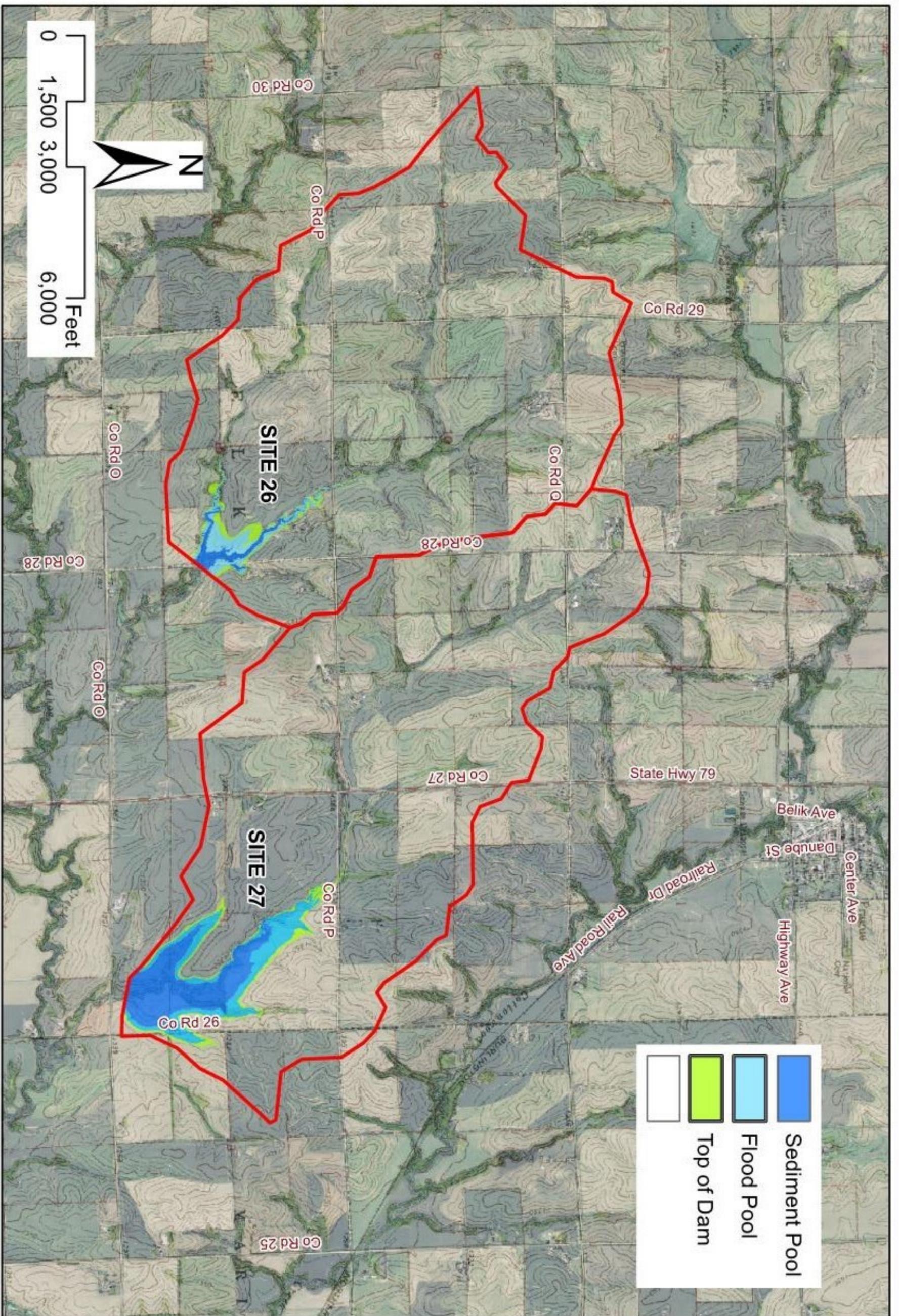
- To facilitate our communication with you, make sure that the RCPP Team has a current email address for the project's primary contact. We also strongly recommend that you provide a secondary email contact so that correspondence during and over holidays and vacations are not missed.
- For questions regarding timelines, the Data Tool, the application process, and program requirements, please email the RCPP Team at RCPP@wdc.usda.gov.
- Please send all other questions about the details of the project/proposal to your Lead State NRCS STC.

Congratulations on a successful pre-proposal! We appreciate the time and effort you have invested and will be investing in creating your full proposal. We need to underscore that this is an extremely competitive process and with the limited RCPP funding we will only be able to fund a portion of the full proposals. Please watch for updates from us as the process continues.

Thank you for your support of RCPP,

The RCPP Team

This electronic message contains information generated by the USDA solely for the intended recipients. Any unauthorized interception of this message or the use or disclosure of the information it contains may violate the law and subject the violator to civil or criminal penalties. If you believe you have received this message in error, please notify the sender and delete the email immediately.



PROJECT: NA
 DRAWN BY: PW
 DATE: July 10, 2014

SITE 27 AND 26
 Wahoo Creek Watershed
 Saunders County, NE

OLSSON
 ASSOCIATES

1111 Lincoln Way, Suite 111
 P.O. Box 34808
 Lincoln, NE 68501-4808

TEL: 402.474.6311
 FAX: 402.474.5190
 www.olsonassociates.com

FIGURE

?

Form 9-1366
(April 2015)

**U.S. DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY**

JOINT FUNDING AGREEMENT

FOR

WATER RESOURCES INVESTIGATIONS

Customer #: 6000000121
Agreement #: 16EMNE000210
Project #: NR009MN
TIN #: 47-0542969
Fixed Cost Agreement YES

THIS AGREEMENT is entered into as of the, 1st day of April, 2016 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Continuous water quality monitoring at Leshara herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.00
 - (a) by the party of the first part during the period

| Amount | Date | to | Date |
|-------------|---------------|----|----------------|
| \$25,821.00 | April 1, 2016 | | March 30, 2019 |
 - (b) by the party of the second part during the period

| Amount | Date | to | Date |
|-------------|---------------|----|----------------|
| \$84,743.00 | April 1, 2016 | | March 30, 2019 |
 - (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0.00

Description of the USGS regional/national program:
 - (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
 - (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

2/26/2016

9-1366 (Continuation)

Customer #:

6000000121

Agreement #:

16EMNE000210

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered QUARTERLY. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717: Comptroller General File B-212222, August 23, 1983).

**U.S. Geological Survey
United States
Department of the Interior**

Lower Platte South Natural Resources District

USGS Point of Contact

Customer Point of Contact

Name: Matt Moser
Address: 5231 South 19 St Lincoln, NE 68512
Telephone: 402-328-4184
Email: mmoser@usgs.gov

Name: Meghan Sittler
Address: PO Box 83581 Lincoln, NE 68501-3581
Telephone:
Email:

Signatures and Date

| | | | | |
|------------|---|-------|------------|-------|
| Signature: |  | Date: | Signature: | Date: |
| Name: | Robert B. Swanson | | Name: | |
| Title: | NEWSC Director | | Title: | |

**Leshara Real Time Continuous Water Quality
with nitrate**

| | Total | USGS | Local Share |
|--------------------------------|---------------|--------------|--------------------|
| Annual Cost | \$ 36,854.67 | \$ 8,607.00 | \$ 28,247.67 |
| Total Cost of 3-year Agreement | \$ 110,564.00 | \$ 25,821.00 | \$ 84,743.00 |

Partners

| | LPSNRD | | LPNNRD | | P-MRNRD | | LWS | | MUD |
|----|---------------|----|---------------|----|----------------|----|------------|----|------------|
| \$ | 6,809.00 | \$ | 6,809.00 | \$ | 6,809.00 | \$ | 4,000.00 | \$ | 4,000.00 |
| \$ | 20,427.00 | \$ | 20,427.00 | \$ | 20,427.00 | \$ | 12,000.00 | \$ | 12,000.00 |

Lower Platte River Real-Time Water Quality Monitoring Network

Potential Leshara Site

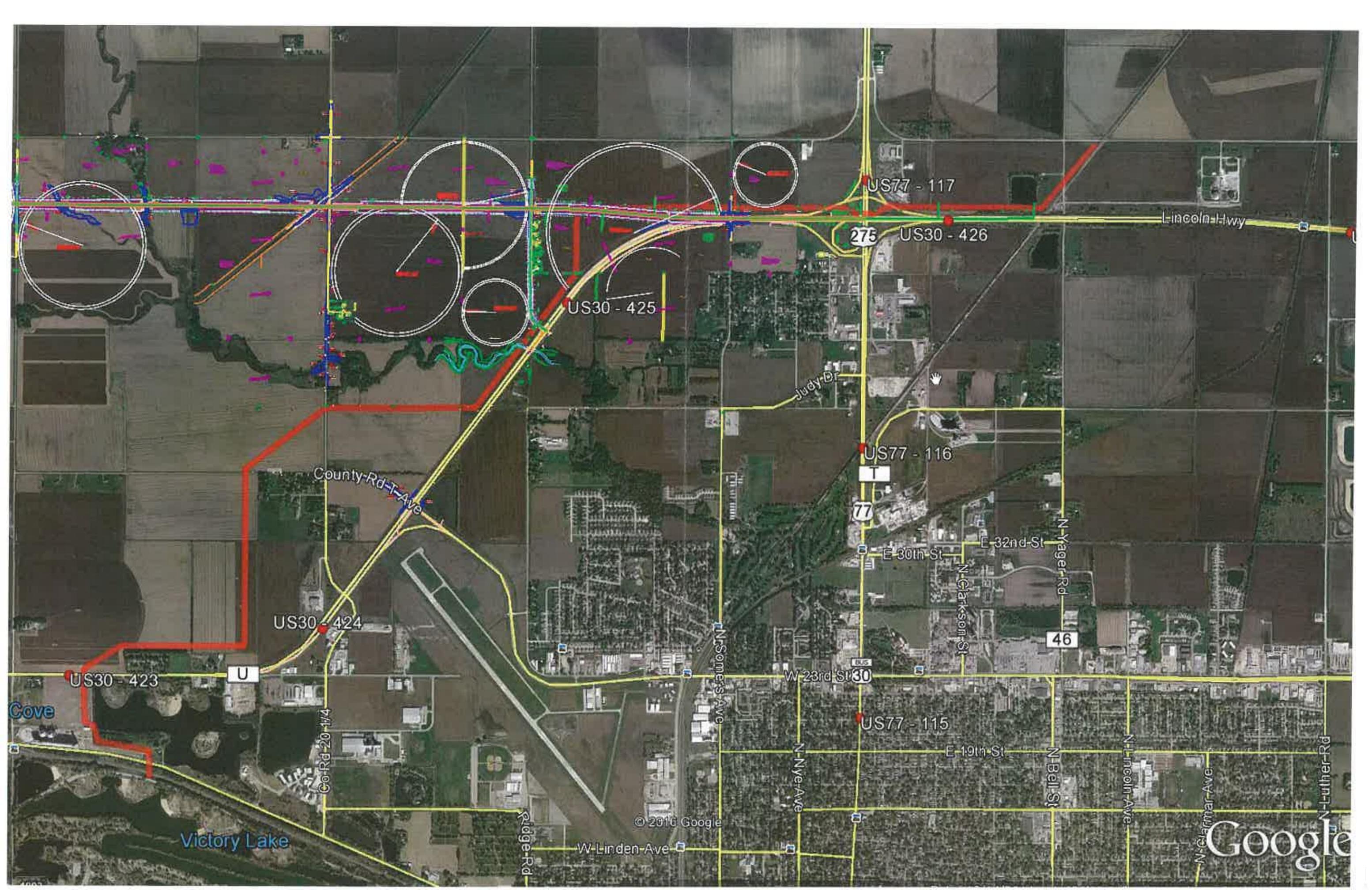
Proposed work: Build upon existing network of four real-time water quality monitoring network sites to provide comprehensive real-time water quality data for the Lower Platte River. Current site locations include: the Platte River at Louisville, Salt Creek at Ashland, Elkhorn River at Waterloo, and Shell Creek near Columbus. The proposed work would add a fifth site at the current USGS streamflow station on the Platte River at Leshara. The Leshara monitoring site would provide real-time data for temperature, turbidity, dissolved oxygen, specific conductance and nitrate/nitrite. A nitrate/nitrite sensor was added to the Louisville site approximately four years ago.

The sites are operational approximately March through October each year and data is collected at fifteen minute intervals. The data is publically available over the internet in near real time. Historical data are available year round. Additional constituents can also be monitored upon request.

Leshara was selected from conversations with USGS during and following the completion of the LPRCA water quality management plan. USGS indicated that with the Leshara site, there would be adequate data available within the network to get a clearer understanding of loads from the major tributaries to help guide LPRCA and NRD Water Quality management work. Additionally conversations with MUD indicated that they would find the data from Leshara site useful for their operations.

Partnership: The LPRCA hopes that MUD and Lincoln Water System (LWS) will consider providing some level of partnership funding for the operation of the Leshara real-time water quality site. A meeting with MUD was held during the first week of January. MUD indicated they would recommend providing an annual \$4,000 contribution to the Leshara site. The LPRCA is still hoping to have more definite conversations with LWS over the next two weeks to discuss partnership possibilities. The data from this site as well as the additional sites within the network can provide MUD, LWS the LPRCA and others a comprehensive look at the water quality within the Lower Platte River and its tributaries.

Cost: The annual cost of the Leshara monitoring site is approximately \$37,000 with USGS providing \$11,100 and the local sponsors being responsible for the remaining \$25,900. The agreements are generally in place for three year terms and can be extended or renewed after that time. Three different cost scenarios are presented on the attached spreadsheet. Scenario 1 seems to be the most likely at this time with scenario 3 being the least likely at this time.



US30 - 425

US77 - 117

275

US30 - 426

Lincoln Hwy

County Rd T Ave

Judy Dr

US77 - 116

77

E 30th St

E 32nd St

N Yager Rd

46

US30 - 424

US30 - 423

U

Co Rd 20-1/4

N Somers Ave

W 23rd St

30

US77 - 115

E 19th St

N Bell St

N Lincoln Ave

N Clarimar Ave

N Luther Rd

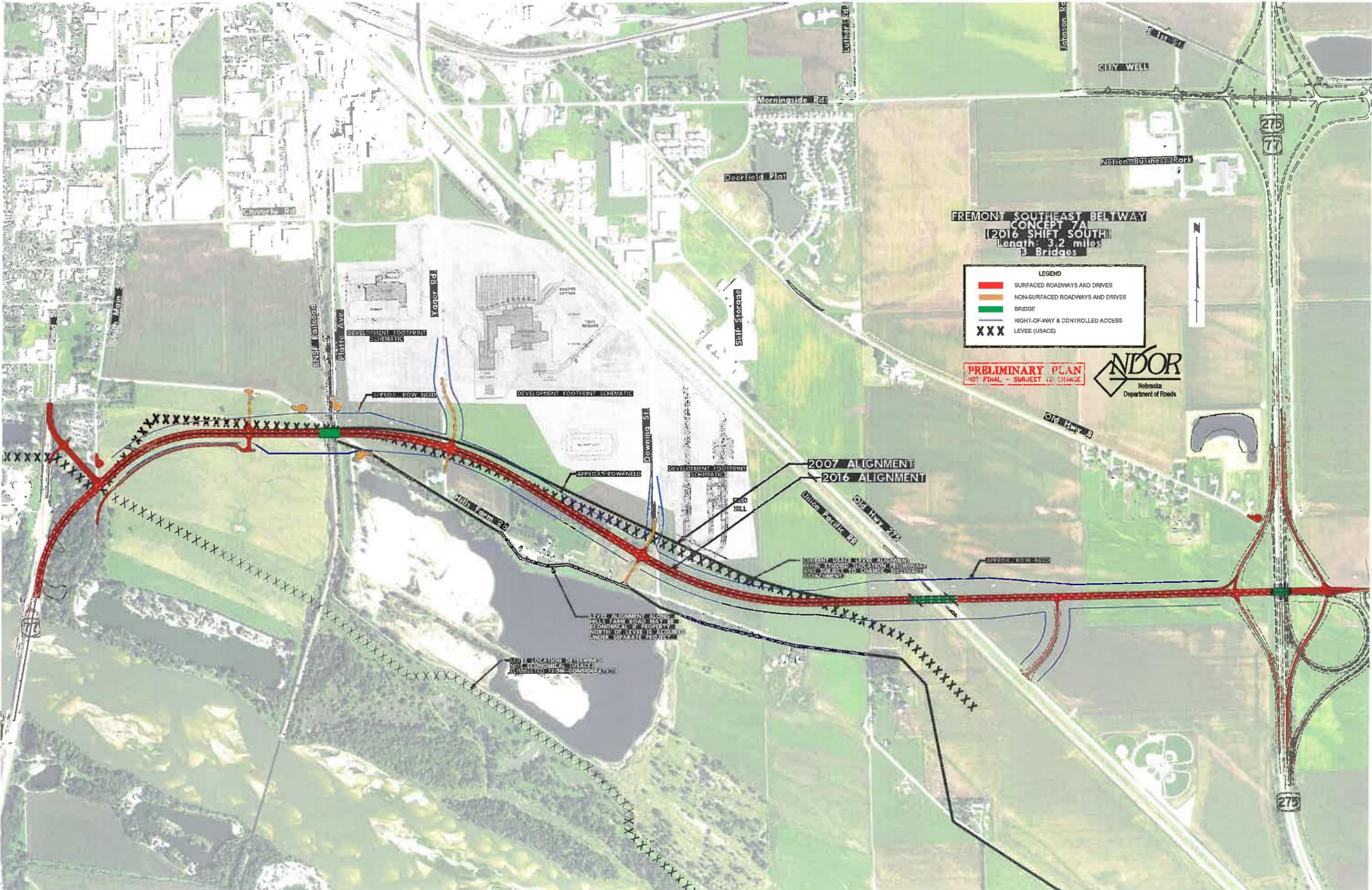
Victory Lake

© 2016 Google

W Linden Ave

Ridge Rd

Google



**FREMONT SOUTHEAST BELTWAY
CONCEPT 7A
(2016 SHIFT SOUTH)
Length: 3.2 miles
3 Bridges**

LEGEND

- █ SURFACED ROADWAYS AND DRIVES
- █ NON-SURFACED ROADWAYS AND DRIVES
- █ BRIDGE
- █ RIGHT-OF-WAY & CONTROLLED ACCESS
- XXX** LEVEE (USACE)

PRELIMINARY PLAN
NOT FINAL - SUBJECT TO CHANGE



2007 ALIGNMENT
2016 ALIGNMENT

LEVEL ALIGNMENT ALSO
WAS STUDIED AND FOUND TO BE
ECONOMICALLY FEASIBLE
NORTH OF LEVEE IS ACQUIRED
UNDER SEPARATE PROJECT

LEVEL ALIGNMENT
NORTH OF LEVEE IS ACQUIRED
UNDER SEPARATE PROJECT

CURRENTLY USACE PROJECT
SERVING AS A PRELIMINARY
ALIGNMENT FOR FUTURE
ACQUISITION

DEVELOPMENT FOOTPRINT
SCHEMATIC

DEVELOPMENT FOOTPRINT
SCHEMATIC

DEVELOPMENT FOOTPRINT
SCHEMATIC

BNSF Railroad

Plate Ave

Yager Rd

Downing St

Hill Farm Rd

Seif Storage

Morningside Rd

Deerfield Plat

Nisken Business Park

CITY WELL

Johnson Rd

275
77

275



AMENDMENT NO. 2
TO
THE PROJECT PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY,
THE CITY OF SCHUYLER, NEBRASKA,
AND
THE LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT
FOR
DESIGN AND CONSTRUCTION
OF THE
PLATTE RIVER AND SHELL CREEK (SECTION 205) PROJECT,
SCHUYLER, NEBRASKA

THIS AMENDMENT NO. 2 is entered into this _____ day of _____, 2016, by and between the Department of the Army (hereinafter the "Government"), represented by the U.S. Army Engineer, Omaha District, the City of Schuyler, Nebraska, represented by the Mayor, and the Lower Platte North Natural Resources District, a Political Subdivision of the State of Nebraska, represented by the General Manager (when referred to collectively are referred to as the "Non-Federal Sponsors").

WITNESSETH, THAT:

WHEREAS, the Government and the City of Schuyler, Nebraska, represented by the Mayor, entered into a Section 205 Agreement on September 30, 2011 (hereinafter the "Agreement") for the design and construction of the Platte River and Shell Creek (Section 205) Project, Schuyler, Nebraska; and

WHEREAS, the Lower Platte North Natural Resources District, represented by the General Manager, the City of Schuyler, Nebraska, represented by the Mayor, and the Government entered into Amendment No. 1 on January 12, 2012 (hereinafter "Amendment No. 1") whereby the Lower Platte North Natural Resources District agreed to partner, without a division of responsibilities, under the Agreement, for the design and construction of the Platte River and Shell Creek (Section 205) Project, Schuyler, Nebraska.

NOW, THEREFORE, the Government and the Non-Federal Sponsors agree to amend the Agreement as follows:

1. The following four clauses shall be inserted after the fifth "Whereas" clause in the Agreement:

WHEREAS, Section 215 of the Flood Control Act of 1968, Public Law 90-483, as amended (42 U.S.C. 1962d-5a; hereinafter "Section 215"), provides that the Secretary of the Army may, when he determines it to be in the public interest, enter into agreements providing for credit to States or political subdivisions thereof for the costs

of certain work performed by such non-Federal bodies at authorized water resources development projects;

WHEREAS, the Non-Federal Sponsors desire to perform certain work (hereinafter the “*Section 215 work*” as defined in Article I.N. of this Agreement) which is a part of the *Project* and receive credit pursuant to Section 215 for the costs of such work;

WHEREAS, it has been determined that providing the Non-Federal Sponsors credit toward the amount of their required contributions for the *Project* for the costs of the *Section 215 work* to be accomplished by the Non-Federal Sponsors pursuant to this Agreement is in the public interest;

WHEREAS, Section 215 limits the amount of credit that may be provided for a single project to no more than \$7,000,000 or 1 percent of *total project costs*, whichever is greater;

2. The following sentence shall be inserted at the end of Article I.A. of the Agreement: “The term includes the Section 215 work described in paragraph N. of this Article.”
3. Article I.B. of the Agreement shall be deleted in its entirety and replaced with the following:

B. The term “*total project costs*” shall mean the sum of all costs incurred by the Non-Federal Sponsors and the Government in accordance with the terms of this Agreement directly related to design and construction of the *Project*. Subject to the provisions of this Agreement, the term shall include, but is not necessarily limited to: the Government’s design costs; the Government’s costs of preparation of environmental compliance documentation in accordance with Article II.A.2. of this Agreement; the Government’s engineering and design costs during construction; the Non-Federal Sponsors’ and the Government’s costs of investigations to identify the existence and extent of hazardous substances in accordance with Article XIV.A. of this Agreement; the Government’s costs of historic preservation activities in accordance with Article XVII.A. and Article XVII.C.1. of this Agreement; the Government’s actual construction costs, including the costs of alteration, lowering, raising, or replacement and attendant removal of existing railroad bridges and approaches thereto; the costs of the *Section 215 work* determined in accordance with Article II.B.5. of this Agreement; the Government’s supervision and administration costs; the Non-Federal Sponsors and the Government’s costs of participation in the Project Coordination Team in accordance with Article V of this Agreement; the Government’s costs of contract dispute settlements or awards; the value of lands, easements, rights-of-way, *relocations*, and improvements required on lands, easements, and rights-of-way to enable the

disposal of dredged or excavated material for which the Government affords credit in accordance with Article IV of this Agreement or for which reimbursement by the Government is required pursuant to Article II.B.4. of this Agreement; and the Non-Federal Sponsors' and the Government's costs of audit in accordance with Article X.B. and Article X.C. of this Agreement. The term does not include any costs for operation, maintenance, repair, rehabilitation, or replacement of the *Project*; any costs of *betterments* under Article II.H.2. of this Agreement; any costs of dispute resolution under Article VII of this Agreement; the Government's costs for data recovery activities associated with historic preservation in accordance with Article XVII.C.3. and Article XVII.C.4. of this Agreement; or the Non-Federal Sponsors' costs of negotiating this Agreement.

4. Article I.D. of the Agreement shall be deleted in its entirety and replaced with the following:

D. The term "*financial obligations for design and construction*" shall mean the financial obligations of the Government and the costs for the *Section 215 work*, as determined by the Government, that result or would result in costs that are or would be included in *total project costs* except for obligations pertaining to the provision of lands, easements, and rights-of-way, the performance of *relocations*, and the construction of improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material.

5. Article I.E. of the Agreement shall be deleted in its entirety and replaced with the following:

E. The term "*non-Federal proportionate share*" shall mean the ratio of the sum of the costs included in *total project costs* for the *Section 215 work*, as determined by the Government, and the Non-Federal Sponsors' total contribution of funds required by Article II.B.1., Article II.B.3., and Article II.C.2. of this Agreement to *financial obligations for design and construction*, as projected by the Government.

6. The following paragraph shall be inserted at the end of Article I. of the Agreement:

N. The term "*Section 215 work*" shall mean sediment removal, grading, shaping, and seeding of the south drainage ditch of Highway 30 eastward from Drainage Structure #1 and gate installation at the end of the road next to the Husker COOP, including the design, construction, supervision and administration, and other activities associated with design and construction of such work performed by the Non-Federal Sponsors after the effective date of this Agreement. The term does not include the design or construction of *betterments* or the provision of lands, easements, rights-of-

way, *relocations*, or the construction of improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material that are associated with the Section 215 work.

7. Article II.A.1. – 4. of the Agreement shall be deleted in its entirety and replaced with the following:

A. The Government, subject to receiving funds appropriated by the Congress of the United States (hereinafter the “Congress”) and using those funds and funds provided by the Non-Federal Sponsors, expeditiously shall design and construct the *Project* (including alteration, lowering, raising, or replacement and attendant removal of existing railroad bridges and approaches thereto), except for the *Section 215 work*, applying those procedures usually applied to Federal projects, in accordance with Federal laws, regulations, and policies. The Non-Federal Sponsors expeditiously shall perform the *Section 215 work* in accordance with applicable Federal laws, regulations, and policies.

1. The Government shall not issue the solicitation for the first contract for design of the *Project* or commence design of the *Project* using the Government’s own forces until the Non-Federal Sponsors have confirmed in writing their willingness to proceed with the *Project*.

2. The Government shall develop and coordinate as required, an Environmental Assessment and Finding of No Significant Impact or an Environmental Impact Statement and Record of Decision, as necessary, to inform the public regarding the environmental impacts of the *Project* in accordance with the National Environmental Policy Act of 1969 (42 U.S.C. 4321–4347; hereinafter “NEPA”). However, neither the Government nor the Non-Federal Sponsors shall issue the solicitation for the first construction contract for the *Project* or commence construction of the *Project* using their own forces until all applicable environmental laws and regulations have been complied with, including, but not limited to NEPA and Section 401 of the Federal Water Pollution Control Act (33 U.S.C. 1341).

3. The Government shall afford the Non-Federal Sponsors the opportunity to review and comment on the solicitations for all Government contracts for construction, including relevant plans and specifications, prior to the Government’s issuance of such solicitations. To the extent possible, the Government shall afford the Non-Federal Sponsors the opportunity to review and comment on all proposed contract modifications, including change orders. In any instance where providing the Non-Federal Sponsors with notification of a contract

modification is not possible prior to execution of the contract modification, the Government shall provide such notification in writing at the earliest date possible. To the extent possible, the Government also shall afford the Non-Federal Sponsors the opportunity to review and comment on all contract claims prior to resolution thereof. The Government shall consider in good faith the comments of the Non-Federal Sponsors, but the contents of solicitations, award of contracts or commencement of design or construction using the Government's own forces, execution of contract modifications, resolution of contract claims, and performance of all work on the *Project*, except for the *Section 215 work*, shall be exclusively within the control of the Government.

4. At the time the District Engineer furnishes the contractor with the Government's Written Notice of Acceptance of Completed Work for each contract awarded by the Government for the *Project*, the District Engineer shall furnish a copy thereof to the Non-Federal Sponsors.

5. The Non-Federal Sponsors shall afford the Government the opportunity to review and comment on the solicitations for all contracts for the *Section 215 work*, including relevant plans and specifications, prior to the Non-Federal Sponsors' issuance of such solicitations. To the extent possible, the Non-Federal Sponsors shall afford the Government the opportunity to review and comment on all proposed contract modifications, including change orders. In any instance where providing the Government with notification of a contract modification is not possible prior to execution of the contract modification, the Non-Federal Sponsors shall provide such notification in writing at the earliest date possible. To the extent possible, the Non-Federal Sponsors also shall afford the Government the opportunity to review and comment on all contract claims prior to resolution thereof. The Non-Federal Sponsors shall consider in good faith the comments of the Government but, except as otherwise required in paragraph B.5. of this Article, the contents of solicitations, award of contracts or commencement of design or construction using the Non-Federal Sponsors' own forces, execution of contract modifications, resolution of contract claims, and performance of all work on the *Section 215 work* shall be exclusively within the control of the Non-Federal Sponsors.

6. At the time the Non-Federal Sponsors furnish a contractor with a notice of acceptance of completed work for each contract awarded by the Non-Federal Sponsors for the *Section 215 work*, the Non-Federal Sponsors shall furnish a copy thereof to the Government.

8. Article II.B.4. of the Agreement shall be deleted in its entirety and replaced with the following:

4. The Government, subject to the availability of funds and as limited by paragraph B.7. of this Article, the Section 205 Project Limit, and the Section 205 Annual Program Limit, shall refund or reimburse to the Non-Federal Sponsors any contributions in excess of 45 percent of total project costs if the Government determines at any time that the collective value of the following contributions has exceeded 45 percent of total project costs: (a) the value of the Non-Federal Sponsors' contributions under paragraph B.2. of this Article as determined in accordance with Article IV of this Agreement; (b) the value of the Non-Federal Sponsors' contributions under paragraph B.3. of this Article; and (c) the value of the Non-Federal Sponsors' contributions under Article V, Article X, and Article XIV.A. of this Agreement. After such a determination, the Government, in its sole discretion, may acquire any remaining lands, easements, and rights-of-way required for the Project, perform any remaining relocations necessary for the Project, or construct any remaining improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material required for the Project on behalf of the Non-Federal Sponsors. Notwithstanding the acquisition of lands, easements, and rights-of-way, performance of relocations, or construction of improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material by the Government under this paragraph, the Non-Federal Sponsors shall be responsible, as between the Government and the Non-Federal Sponsors, for any costs of cleanup and response in accordance with Article XIV.C. of this Agreement.

9. Article II.B.5. – 7. The following shall be inserted after Article II.B.4. of the Agreement:

5. The Government shall determine and include in *total project costs* any costs incurred by the Non-Federal Sponsors for *Section 215 work*, subject to the conditions and limitations of this paragraph. The Non-Federal Sponsors in a timely manner shall provide the Government with such documents as are sufficient to enable the Government to determine the amount of costs to be included in *total project costs* for *Section 215 work*.

- a. The Non-Federal Sponsors shall not commence construction of the *Section 215 work* until the designs, detailed plans and specifications, and arrangements for the prosecution of such work have been approved by the Government. Changes proposed by the Non-Federal Sponsors to approved designs and plans and specifications also must be approved by the Government in advance of the related construction. Upon completion of the *Section 215 work*, the Non-Federal

Sponsors shall furnish to the Government a copy of all final as-built drawings for the construction portion of such work.

b. *Section 215 work* shall be subject to an on-site inspection and certification by the Government that the work was accomplished in a satisfactory manner and in accordance with the provisions of this Agreement and is suitable for inclusion in the *Project*.

c. The Non-Federal Sponsors' costs for *Section 215 work* that may be eligible for inclusion in *total project costs* pursuant to this Agreement shall be subject to an audit in accordance with Article X.C. of this Agreement to determine the reasonableness, allocability and allowability of such costs.

d. The Non-Federal Sponsors costs for *Section 215 work* that may be eligible for inclusion in *total project costs* pursuant to this Agreement are not subject to interest charges, nor are they subject to adjustment to reflect changes in price levels between the time the *Section 215 work* is completed and the time the costs are included in *total project costs*.

e. The Government shall not include in *total project costs* any costs for *Section 215 work* paid by the Non-Federal Sponsors using *Federal program funds* unless the Federal agency providing the Federal portion of such funds verifies in writing that expenditure of such funds for such purpose is expressly authorized by Federal law.

f. The Government shall not include in *total project costs* any costs for *Section 215 work* in excess of the Government's estimate of the costs of the *Section 215 work* if the work had been accomplished by the Government.

g. In the performance of the construction portion of the *Section 215 work*, the Non-Federal Sponsors must comply with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)). Costs for the construction portion of *Section 215 work* may be excluded from *total project costs* by the Government, in whole or in part, as a result of the Non-Federal Sponsors' failure to comply with their obligations under these laws.

6. The Government, in accordance with this paragraph, shall afford credit toward the Non-Federal Sponsors' contribution of funds required under paragraph B.3. of this Article for the costs of the *Section 215 work* determined in accordance with paragraph B.5. of this Article. However, the maximum amount of credit that can be afforded for the *Section 215 work* shall not exceed the lesser of the following amounts as determined by the Government: the Non-Federal Sponsors' contribution of funds required under paragraph B.3. of this Article or the costs of the *Section 215 work* determined in accordance with paragraph B.5. of this Article.

7. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsors shall not be entitled to reimbursement of any costs of *Section 215 work* determined in accordance with paragraph B.5. of this Article and included in *total project costs* that exceed the amount of credit afforded for the *Section 215 work* determined in accordance with paragraph B.6. of this Article and the Non-Federal Sponsors shall be responsible for 100 percent of all costs of *Section 215 work* included in *total project costs* that exceed the amount of credit afforded.

10. Article II.C.1. of the Agreement shall be deleted in its entirety and replaced with the following:

1. In the event the Government projects that the amount of Federal funds the Government will make available to the *Project* through the then-current *fiscal year*, or the amount of Federal funds the Government will make available for the *Project* through the upcoming *fiscal year*, is not sufficient to meet the Federal share of *total project costs* and the Federal share of costs for data recovery activities associated with historic preservation in accordance with Article XVII.C.3. and Article XVII.C.4. of this Agreement that the Government projects to be incurred through the then-current or upcoming *fiscal year*, as applicable, the Government shall notify the Non-Federal Sponsors in writing of such insufficiency of funds and of the date the Government projects that the Federal funds that will have been made available to the *Project* will be exhausted. Upon the exhaustion of Federal funds made available by the Government to the *Project*, future performance under this Agreement shall be suspended and the parties shall proceed in accordance with Article XIII.B. of this Agreement.

11. Article II.C.3. of the Agreement shall be deleted in its entirety and replaced with the following:

3. If the Government determines that the total amount of Federal funds provided by Congress for all projects implemented pursuant to Section 205 has reached the *Section 205 Annual Program Limit*, and the Government projects that the Federal

funds the Government will make available to the *Project* within the *Section 205 Annual Program Limit* will not be sufficient to meet the Federal share of *total project costs* and the Federal share of costs for data recovery activities associated with historic preservation in accordance with Article XVII.C.3. and Article XVII.C.4. of this Agreement, the Government shall notify the Non-Federal Sponsors in writing of such insufficiency of funds and of the date the Government projects that the Federal funds that will have been made available to the *Project* will be exhausted. Upon the exhaustion of Federal funds made available by the Government to the *Project* within the *Section 205 Annual Program Limit*, future performance under this Agreement shall be suspended and the parties shall proceed in accordance with Article XIII.B. of this Agreement.

12. Article II.D. of the Agreement shall be deleted in its entirety and replaced with the following:

D. When the District Engineer determines that the entire *Project*, or a *functional portion of the Project*, is complete, the District Engineer shall so notify the Non-Federal Sponsors in writing and furnish the Non-Federal Sponsors with a final Operation, Maintenance, Repair, Rehabilitation, and Replacement Manual (hereinafter the “OMRR&R Manual”) or, if the final OMRR&R Manual is not available, an interim OMRR&R Manual for the entire *Project* or such completed portion. Upon such notification, the Government also shall furnish to the Non-Federal Sponsors a copy of all final as-built drawings for the portion of the *Project* for which the Government awarded a construction contract, or the Government constructed using its own forces, if such drawings are available. Not later than 6 months after such notification by the Government that the entire *Project* is complete, the Government shall furnish the Non-Federal Sponsors with all final as-built drawings for the portion of the *Project* for which the Government awarded a construction contract, or the Government constructed using its own forces, and also shall furnish the Non-Federal Sponsors with the final OMRR&R Manual for the entire *Project*. In the event all final as-built drawings for the portion of the *Project* for which the Government awarded a construction contract, or the Government constructed using its own forces, or the final OMRR&R Manual for the entire *Project* cannot be completed within the 6 month period, the Government shall provide written notice to the Non-Federal Sponsors, and the Government and the Non-Federal Sponsors shall negotiate an acceptable completion date for furnishing such documents. Further, after completion of all contracts for the *Project*, copies of all of the Government’s and Non-Federal Sponsors’ Written Notices of Acceptance of Completed Work for all contracts for the *Project* that have not been provided to the other party previously shall be provided to the Non-Federal Sponsors and/or the Government, as appropriate.

13. Article IV.C.1. of the Agreement shall be deleted in its entirety and replaced with the following:

1. Date of Valuation. The fair market value of lands, easements, or rights-of-way owned by the Non-Federal Sponsors on the effective date of this Agreement shall be the fair market value of such real property interests as of the date the Non-Federal Sponsors provide the Government with authorization for entry thereto. However, for lands, easements, or rights-of-way owned by the Non-Federal Sponsors on the effective date of this Agreement that are required for the *Section 215 work*, fair market value shall be the value of such real property interests as of the date the Non-Federal Sponsors awarded the first construction contract for the *Section 215 work*, or, if the Non-Federal Sponsors performed the construction with their own forces, the date that the Non-Federal Sponsors began construction of the *Section 215 work*. The fair market value of lands, easements, or rights-of-way acquired by the Non-Federal Sponsors after the effective date of this Agreement shall be the fair market value of such real property interests at the time the interests are acquired.

14. Article V.C. of the Agreement shall be deleted in its entirety and replaced with the following:

C. Until the end of the *period of design and construction*, the Project Coordination Team shall generally oversee the *Project*, including matters related to: design; completion of all necessary environmental coordination and documentation; plans and specifications; scheduling; real property and *relocation* requirements; real property acquisition; contract awards and modifications; contract costs; the application of and compliance with 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (revising, codifying and enacting without substantive change the provisions of the Davis-Bacon Act (formerly 40 U.S.C. 276a *et seq.*), the Contract Work Hours and Safety Standards Act (formerly 40 U.S.C. 327 *et seq.*) and the Copeland Anti-Kickback Act (formerly 40 U.S.C. 276c)) for *relocations*, improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material, and the construction portion of the *Section 215 work*; the investigations to identify the existence and extent of hazardous substances in accordance with Article XIV.A. of this Agreement; historic preservation activities in accordance with Article XVII of this Agreement; the Government's cost projections; the performance of and scheduling for the *Section 215 work*; final inspection of the entire *Project* or *functional portions of the Project*; preparation of the proposed OMRR&R Manual; anticipated requirements and needed capabilities for performance of operation, maintenance, repair, rehabilitation, and replacement of the *Project* including issuance of permits; and other matters related to the *Project*. This oversight of the *Project*

shall be consistent with a project management plan developed by the Government after consultation with the Non-Federal Sponsors.

15. Article V.D. of the Agreement shall be deleted in its entirety and replaced with the following:

D. The Project Coordination Team may make recommendations to the District Engineer on matters related to the *Project* that the Project Coordination Team generally oversees, including suggestions to avoid potential sources of dispute. The Government in good faith shall consider the recommendations of the Project Coordination Team. The Government, having the legal authority and responsibility for design and construction of the *Project* except for the *Section 215 work*, has the discretion to accept or reject, in whole or in part, the Project Coordination Team's recommendations. On matters related to the *Section 215 work*, that the Project Coordination Team generally oversees, the Project Coordination Team may make recommendations to the Non-Federal Sponsors including suggestions to avoid potential sources of dispute. The Non-Federal Sponsors in good faith shall consider the recommendations of the Project Coordination Team. The Non-Federal Sponsors, having the legal authority and responsibility for design and construction of the *Section 215 work*, have the discretion to accept or reject, in whole or in part, the Project Coordination Team's recommendations except as otherwise required by the provisions of this Agreement, including compliance with applicable Federal, State, or local laws or regulations.

16. The following sentence shall be inserted at the end of Article VI.A. of the Agreement:
“, the costs included in *total project costs* for the *Section 215 work* determined in accordance with Article II.B.5. of this Agreement, and the credit to be afforded for the *Section 215 work* pursuant to Article II.B.6. of this Agreement.”

17. Article VI.A.1. – 2. of the Agreement shall be deleted in its entirety and replaced with the following:

1. As of the effective date of this Agreement, *total project costs* are projected to be \$9,868,220; the Non-Federal Sponsors' contribution of funds required by Article II.B.1. and Article II.B.3. of this Agreement is projected to be \$2,524,527; the costs included in *total project costs* for the *Section 215 work* determined in accordance with Article II.B.5. of this Agreement are projected to be \$20,000; the credit to be afforded for the *Section 215 work* pursuant to Article II.B.6. of this Agreement is projected to be \$20,000; the Non-Federal Sponsors' contribution of funds required by Article II.C.2. of this Agreement is projected to be \$0; the *non-Federal proportionate share* is projected to be 28.42 percent; the Non-Federal Sponsors' contribution of

funds required by Article XVII.C.4. of this Agreement is projected to be \$0; the value included in *total project costs* for lands, easements, rights-of-way, relocations, and improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material determined in accordance with Article IV of this Agreement is projected to be \$929,350; and the Government's total financial obligations for the additional work to be incurred and the Non-Federal Sponsors' contribution of funds for such costs required by Article II.H. of this Agreement are projected to be \$0. These amounts and percentage are estimates subject to adjustment by the Government, after consultation with the Non-Federal Sponsors, and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsors.

2. By December 30th and by each quarterly anniversary thereof until the conclusion of the period of design and construction and resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall provide the Non-Federal Sponsors with a report setting forth all contributions provided to date and the current projections of the following: *total project costs*; the Non-Federal Sponsors' total contribution of funds required by Article II.B.1. and Article II.B.3. of this Agreement; the costs included in *total project costs* for the *Section 215 work* determined in accordance with Article II.B.5. of this Agreement; the credit to be afforded for the *Section 215 work* pursuant to Article II.B.6. of this Agreement; the Non-Federal Sponsors' contribution of funds required by Article II.C.2. of this Agreement; the *non-Federal proportionate share*; the Non-Federal Sponsors' total contribution of funds required by Article XVII.C.4. of this Agreement; the total contribution of funds required from the Non-Federal Sponsors for the upcoming contract and upcoming *fiscal year*; the value included in *total project costs* for lands, easements, rights-of-way, *relocations*, and improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material determined in accordance with Article IV of this Agreement; and the Government's total financial obligations for additional work incurred and the Non-Federal Sponsors' contribution of funds for such costs required by Article II.H. of this Agreement.

18. Article VI.B.1. – 3. of the Agreement shall be deleted in its entirety and replaced with the following:

B. The Non-Federal Sponsors shall provide the contributions of funds required by Article II.B.1., Article II.B.3., Article II.C.2., and Article XVII.C.4. of this Agreement in accordance with the provisions of this paragraph.

1. Not less than 30 calendar days prior to the scheduled date for issuance of the solicitation for the first contract for design of the *Project* or commencement of

design of the *Project* using the Government’s own forces, the Government shall notify the Non-Federal Sponsors in writing of such scheduled date and the funds the Government determines to be required from the Non-Federal Sponsors after consideration of any credit the Government projects will be afforded for the *Section 215 work* pursuant to Article II.B.6. of this Agreement, to meet: (a) the *non-Federal proportionate share of financial obligations for design and construction* incurred prior to the commencement of the *period of design and construction*; (b) the projected *non-Federal proportionate share of financial obligations for design and construction* to be incurred for such contract; (c) the projected *non-Federal proportionate share of financial obligations for design and construction* using the Government’s own forces through the first *fiscal year*; (d) the Non-Federal Sponsors’ share of the projected financial obligations for data recovery activities associated with historic preservation pursuant to Article XVII.C.4. of this Agreement to be incurred for such contract; and (e) the Non-Federal Sponsors’ share of the projected financial obligations for data recovery activities associated with historic preservation pursuant to Article XVII.C.4. of this Agreement using the Government’s own forces through the first *fiscal year*. Not later than such scheduled date, the Non-Federal Sponsors shall provide the Government with the full amount of such required funds by delivering a check payable to “FAO, USAED, OMAHA DISTRICT (G6)” to the District Engineer, or verifying to the satisfaction of the Government that the Non-Federal Sponsors have deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsors, or by presenting the Government with an irrevocable letter of credit acceptable to the Government for such required funds, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

2. Thereafter, until the construction of the *Project* is complete, the Government shall notify the Non-Federal Sponsors in writing of the funds the Government determines to be required from the Non-Federal Sponsors, and the Non-Federal Sponsors shall provide such funds in accordance with the provisions of this paragraph.

a. The Government shall notify the Non-Federal Sponsors in writing, no later than 60 calendar days prior to the scheduled date for issuance of the solicitation for each remaining contract for the *Project*, of the funds the Government determines to be required from the Non-Federal Sponsors after consideration of any credit the Government projects will be afforded for the *Section 215 work* pursuant to Article II.B.6. of this Agreement, to meet: (a) the projected *non-Federal proportionate share of financial*

obligations for design and construction to be incurred for such contract and (b) the Non-Federal Sponsors' share of the projected financial obligations for data recovery activities associated with historic preservation pursuant to Article XVII.C.4. of this Agreement to be incurred for such contract. No later than such scheduled date, the Non-Federal Sponsors shall make the full amount of such required funds available to the Government through any of the payment mechanisms specified in paragraph B.1. of this Article.

b. The Government shall notify the Non-Federal Sponsors in writing, no later than 60 calendar days prior to the beginning of each *fiscal year* in which the Government projects that it will make *financial obligations* for *design and construction* of the *Project* using the Government's own forces or financial obligations for data recovery activities associated with historic preservation pursuant to Article XVII.C.4. of this Agreement using the Government's own forces, of the funds the Government determines to be required from the Non-Federal Sponsors after consideration of any credit the Government projects will be afforded for the *Section 215 work* pursuant to Article II.B.6. of this Agreement, to meet: (a) the projected *non-Federal proportionate share of financial obligations for design and construction* using the Government's own forces for that *fiscal year* and (b) the Non-Federal Sponsors' share of the projected financial obligations for data recovery activities associated with historic preservation pursuant to Article XVII.C.4. of this Agreement using the Government's own forces for that *fiscal year*. No later than 30 calendar days prior to the beginning of that *fiscal year*, the Non-Federal Sponsors shall make the full amount of such required funds for that fiscal year available to the Government through any of the payment mechanisms specified in paragraph B.1. of this Article.

3. The Government shall draw from the funds provided by the Non-Federal Sponsors such sums as the Government deems necessary, after consideration of any credit the Government projects will be afforded for the *Section 215 work* pursuant to Article II.B.6. of this Agreement, to cover: (a) the *non-Federal proportionate share of financial obligations for design and construction* incurred prior to the commencement of the *period of design and construction*; (b) the *non-Federal proportionate share of financial obligations for design and construction* as *financial obligations for design and construction* are incurred; and (c) the Non-Federal Sponsors' share of financial obligations for data recovery activities associated with historic preservation pursuant to Article XVII.C.4. of this Agreement as those financial obligations are incurred. If at any time the

Government determines that additional funds will be needed from the Non-Federal Sponsors to cover the Non-Federal Sponsors' share of such financial obligations for the current contract or to cover the Non-Federal Sponsors' share of such financial obligations for work performed using the Government's own forces in the current *fiscal year*, the Government shall notify the Non-Federal Sponsors in writing of the additional funds required and provide an explanation of why additional funds are required. Within 30 calendar days from receipt of such notice, the Non-Federal Sponsors shall provide the Government with the full amount of such additional required funds through any of the payment mechanisms specified in paragraph B.1. of this Article.

19. Article VI.C.2. of the Agreement shall be deleted in its entirety and replaced with the following:

2. Should the interim or final accounting, as applicable, show that the total contributions provided by the Non-Federal Sponsors for *total project costs* and the costs of any data recovery activities associated with historic preservation exceed the Non-Federal Sponsors' total required shares thereof, the Government, subject to the availability of funds and as limited by Article II.B.7. of this Agreement, the *Section 205 Project Limit*, and the *Section 205 Annual Program Limit*, shall refund or reimburse the excess amount to the Non-Federal Sponsors within 90 calendar days of the date of completion of such accounting. However, the Non-Federal Sponsors shall not be entitled to any refund of the 5 percent cash contribution required pursuant to Article II.B.1. of this Agreement. In the event the Non-Federal Sponsors are due a refund or reimbursement and funds are not available to refund or reimburse the excess amount to the Non-Federal Sponsors, the Government shall seek such appropriations as are necessary to make the refund or reimbursement.

20. Article XIII.B. of the Agreement shall be deleted in its entirety and replaced with the following:

B. In the event future performance under this Agreement is suspended pursuant to Article II.C. of this Agreement, such suspension shall remain in effect until such time that the Government notifies the Non-Federal Sponsors in writing that sufficient Federal funds are available to meet the Federal share of *total project costs* and the Federal share of costs for data recovery activities associated with historic preservation in accordance with Article XVII.C.3. and Article XVII.C.4. of this Agreement the Government projects to be incurred through the then-current or upcoming *fiscal year*, or the Government or the Non-Federal Sponsors elects to terminate this Agreement.

21. Article XIII.E. of the Agreement shall be deleted in its entirety and replaced with the following:

E. In the event that this Agreement is terminated pursuant to this Article or Article XIV.C. of this Agreement, both parties shall conclude their activities relating to the *Project* and conduct an accounting in accordance with Article VI.C. of this Agreement. To provide for this eventuality, the Government may reserve a percentage of total Federal funds made available for the *Project* and an equal percentage of the total funds contributed by the Non Federal Sponsors in accordance with Article II.B.1., Article II.B.3., Article II.C.2., and Article XVII.C.4. of this Agreement as a contingency to pay costs of termination, including any costs of resolution of contract claims and contract modifications.

22. Article XVII.A. – C. of the Agreement shall be deleted in its entirety and replaced with the following:

A. Except as provided in paragraph B. below, the Government shall perform any identification, survey, or evaluation of historic properties that it determines is necessary for the *Project*. Any costs incurred by the Government for such work shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

B. In the event that the Government determines that any identification, survey, or evaluation of historic properties is required for construction of the *Section 215 work*, and if the Government and the Non-Federal Sponsors agree in writing that the Non-Federal Sponsor should perform such identification, survey, or evaluation of historic properties, the Non-Federal Sponsors shall perform such identification, survey, or evaluation in accordance with this paragraph and other written directions of the Government.

1. The Non-Federal Sponsors shall ensure that their studies are conducted by qualified archaeologists, historians, architectural historians and historic architects, as appropriate, who meet, at a minimum, the Secretary of the Interior's Professional Qualifications Standards. The Non-Federal Sponsors shall submit study plans and reports to the Government for review and approval and the Non-Federal Sponsors shall be responsible for resolving any deficiencies identified by the Government.

2. Any costs of identification, survey, or evaluation of historic properties incurred by the Non-Federal Sponsors pursuant to this paragraph shall be included in the costs for *Section 215 work* subject to an audit in accordance with Article

X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

C. Except as provided in paragraph C.2. below, the Government, as it determines necessary for the *Project*, shall perform or ensure the performance of any mitigation activities or actions for historic properties or that are otherwise associated with historic preservation including data recovery activities.

1. Any costs incurred by the Government for such mitigation activities, except for data recovery activities associated with historic preservation, shall be included in *total project costs* and shared in accordance with the provisions of this Agreement.

2. In the event that the Government determines that mitigation activities or actions other than data recovery activities associated with historic preservation are required for construction of the *Section 215 work*, and if the Government and the Non-Federal Sponsors agree in writing that the Non-Federal Sponsors should perform such activities or actions, the Non-Federal Sponsors shall perform such activities or actions in accordance with the written directions of the Government. The Non-Federal Sponsors shall perform the agreed upon activities or actions prior to construction of the *Section 215 work*. Any costs incurred by the Non-Federal Sponsors in accordance with the provisions of this paragraph shall be included in the costs for *Section 215 work* subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of such costs.

3. As specified in Section 7(a) of Public Law 86-523, as amended by Public Law 93-291 (16 U.S.C. 469c(a)), the costs of data recovery activities associated with historic preservation shall be borne entirely by the Government and shall not be included in *total project costs*, up to the statutory limit of one percent of the *Section 205 Project Limit*.

4. The Government shall not incur costs for data recovery activities associated with historic preservation that exceed the statutory one percent limit specified in paragraph C.3. of this Article unless and until the Assistant Secretary of the Army (Civil Works) has waived that limit and the Secretary of the Interior has concurred in the waiver in accordance with Section 208(3) of Public Law 96-515, as amended (16 U.S.C. 469c-2(3)). Any costs of data recovery activities associated with historic preservation that exceed the one percent limit shall not be included in *total project costs* but shall be shared between the Non-Federal Sponsors and the Government consistent with the minimum cost sharing

requirements for flood risk management, as follows: 35 percent will be borne by the Non-Federal Sponsors and 65 percent will be borne by the Government.

D. If, during their performance of *relocations*, construction of improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material in accordance with Article III of this Agreement, or performance of the *Section 215 work*, the Non-Federal Sponsors discover historic properties or other cultural resources that have not been evaluated in accordance with this Article, the Non-Federal Sponsors shall provide prompt written notice to the Government of such discovery. The Non-Federal Sponsors shall not proceed with performance of the *relocation*, construction of the improvement, or performance of the *Section 215 work* that is related to such discovery until the Government provides written notice to the Non-Federal Sponsors that it should proceed with such work.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 which shall become effective upon the date it is signed by the District Engineer.

DEPARTMENT OF THE ARMY

CITY OF SCHUYLER, NE

BY: _____
John W. Henderson, P.E.
Colonel, Corps of Engineers
District Engineer

BY: _____
David F. Reinecke
Mayor, City of Schuyler, NE

DATE: _____

DATE: _____

LOWER PLATTE NORTH
NATURAL RESOURCES DISTRICT
A POLITICAL SUBDIVISION OF THE
STATE OF NEBRASKA

BY: _____
John R. Miyoshi
General Manager, Lower Platte North
Natural Resources District

DATE: _____

CERTIFICATE OF AUTHORITY

I, Richard Seckman, do hereby certify that I am the principal legal officer of the City of Schuyler, Nebraska, that the City of Schuyler, Nebraska is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the City of Schuyler, Nebraska in connection with the Platte River and Shell Creek (Section 205) Project, Schuyler, Nebraska, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, as required by Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the persons who have executed this Agreement on behalf of the City of Schuyler, Nebraska have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this

_____ day of _____ 2016.

Richard Seckman, Attorney
Karel & Seckman Law Offices

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

David F. Reinecke
Mayor, City of Schuyler, Nebraska

DATE: _____

CERTIFICATE OF AUTHORITY

I, Jovan Lausterer, do hereby certify that I am the principal legal officer of the Lower Platte North Natural Resources District, that the Lower Platte North Natural Resources District is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the Lower Platte North Natural Resources District in connection with the Platte River and Shell Creek (Section 205) Project, Schuyler, Nebraska, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, as required by Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the persons who have executed this Agreement on behalf of the Lower Platte North Natural Resources District have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this

_____ day of _____ 2016.

Jovan Lausterer, Attorney,
Lower Platte North Natural Resources District
A Political Subdivision of the State of Nebraska

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

John R. Miyoshi, General Manager
Lower Platte North Natural Resources District
A Political Subdivision of the State

DATE: _____



Secure Order Checkout

- 1. Contact & Items
- 2. Address
- 3. Shipping & Freight
- 4. Review & Payment

* Required Information

Your Contact Information

Account Number

First and Last Name

Phone Number Extension

Email

Need Help?

Call us: 1-800-227-4224

Order List

| Product # | Product Name | Quantity | USD Unit Price | Total Price |
|---|---|------------------------|----------------|-------------------|
| 5870002 | Pocket Colorimeter™ II, Nitrogen, Nitrate | Update | \$473.00 | \$1,419.00 |
| 2511025 | NitroVer® 5 Nitrate Reagent Accuvac® Ampules, pk/25 | Update | \$32.19 | \$128.76 |
| Subtotal: | | | | \$1,547.76 |
| Shipping: | | | | \$66.39 |
| Total (may not include all taxes): | | | | \$1,614.15 |

| | |
|--|---|
| <p>Hazardous Items</p> <p>Items with this mark may be considered hazardous under some shipping conditions. If necessary, we will change your selected shipping method to accommodate these items.</p> | <p>Obsolete Items</p> <p>Items with this mark may be obsolete or unavailable through eCommerce. Please contact Hach customer service for further assistance.</p> |
|--|---|

tests = \$5 x 100 = \$500

9/29

CHAT NOW

INCOME

**PAYROLL INCOME &
DEDUCTIONS
2016-2017**

| EE ID | GROSS PAY | ADJ GROSS PAY | 414H | TOTAL DEDUCTI ONS |
|---------------------|------------------|----------------------|-------------|------------------------------|
| 1195 DEERSON, CASSI | \$ 831.89 | \$ 831.89 | \$ 45.75 | \$ 45.75 |
| SUBTOTAL | \$ 831.89 | \$ 831.89 | \$ 45.75 | \$ 45.75 |

BIWEEKLY PAYROLL

| | | | | |
|---------------------|-----------|-----------|----------|----------|
| 1195 DEERSON, CASSI | \$ 831.89 | \$ 831.89 | \$ 45.75 | \$ 45.75 |
| SUBTOTAL | \$ 831.89 | \$ 831.89 | \$ 45.75 | \$ 45.75 |

INCOME

**PAYROLL INCOME &
DEDUCTIONS
2016-2017**

| EE ID | GROSS PAY | ADJ GROSS PAY | LIFE INS. | 414H | TOTAL DEDUCTI ONS |
|-------------------------|------------------|----------------------|------------------|-------------|----------------------------------|
| BIWEEKLY PAYROLL | | | | | |
| 1161 CAMPBELL, JENNY | \$ 1,680.06 | \$ 1,680.06 | \$ 1.05 | \$ 92.40 | \$ 93.45 |
| SUBTOTAL | \$ 1,680.06 | \$ 1,680.06 | \$ 1.05 | \$ 92.40 | \$ 93.45 |

Lower PLatte North NRD

Bills Pending

7/12/16 - 8/8/16

| DATE | NAME | DESCRIPTION | AMOUNT |
|-----------|-----------------------|---------------------|--------------|
| 7/22/2016 | MIYOSHI, JOHN R. | 7/22/16 - PAYROLL | \$ 2,689.86 |
| 7/22/2016 | ANGLE, LAURENCE | 7/22/16 - PAYROLL | \$ 1,878.41 |
| 7/22/2016 | HEIMANN, ROBERT J. | 7/22/16 - PAYROLL | \$ 1,936.70 |
| 7/22/2016 | MOUNTFORD, THOMAS A. | 7/22/16 - PAYROLL | \$ 1,738.67 |
| 7/22/2016 | BREUNIG, JILL M. | 7/22/16 - PAYROLL | \$ 1,789.38 |
| 7/22/2016 | LEU, SUSAN J. | 7/22/16 - PAYROLL | \$ 703.28 |
| 7/22/2016 | HOLMBERG, PATRICIA A. | 7/22/16 - PAYROLL | \$ 771.97 |
| 7/22/2016 | DOKULIL, DANNY | 7/22/16 - PAYROLL | \$ 770.35 |
| 7/22/2016 | MILLIKEN, MARLA M. | 7/22/16 - PAYROLL | \$ 909.30 |
| 7/22/2016 | WALKENHORST, ZACHARY | 7/22/16 - PAYROLL | \$ 383.11 |
| 7/22/2016 | OAKLUND, RUSSELL K. | 7/22/16 - PAYROLL | \$ 1,581.72 |
| 7/22/2016 | REZAC, KAREN M. | 7/22/16 - PAYROLL | \$ 1,004.33 |
| 7/22/2016 | POOLE, CHRISTOPHER L. | 7/22/16 - PAYROLL | \$ 1,676.54 |
| 7/22/2016 | BARTEK, KELLY S. | 7/22/16 - PAYROLL | \$ 906.58 |
| 7/22/2016 | CAMPBELL, JENNIFER S. | 7/22/16 - PAYROLL | \$ 827.85 |
| 7/22/2016 | SCHOMER, BRET C. | 7/22/16 - PAYROLL | \$ 1,382.62 |
| 7/22/2016 | BENAL, TYLER J. | 7/22/16 - PAYROLL | \$ 1,133.37 |
| 7/22/2016 | O'REILLY, MITCHELL J. | 7/22/16 - PAYROLL | \$ 959.80 |
| 7/22/2016 | WIESE, DYLAN D. | 7/22/16 - PAYROLL | \$ 392.60 |
| 7/22/2016 | DEERSON, CASSI | 7/22/16 - PAYROLL | \$ 1,111.10 |
| 7/22/2016 | TEPOEL, DESIRAE | 7/22/16 - PAYROLL | \$ 1,301.51 |
| 7/22/2016 | GOOS, JACOB | 7/22/16 - PAYROLL | \$ 367.91 |
| 7/22/2016 | MOORE, DAWSON | 7/22/16 - PAYROLL | \$ 381.67 |
| 7/22/2016 | MASLONKA, JACOB | 7/22/16 - PAYROLL | \$ 767.24 |
| 7/22/2016 | BRUEGGEMANN, WILLIAM | 7/22/16 - PAYROLL | \$ 723.88 |
| 7/22/2016 | SMITH, CHRISTOPHER | 7/22/16 - PAYROLL | \$ 747.24 |
| 7/22/2016 | GOTTSCHALK, ERIC P. | 7/22/16 - PAYROLL | \$ 1,580.94 |
| 7/22/2016 | MURREN, MICHAEL J. | 7/22/16 - PAYROLL | \$ 1,919.16 |
| 7/22/2016 | EFTPS | TAX DEPOSIT 7/22/16 | \$ 12,802.00 |
| 8/5/2016 | MIYOSHI, JOHN R. | 8/5/16 - PAYROLL | \$ 2,648.58 |
| 8/5/2016 | ANGLE, LAURENCE | 8/5/16 - PAYROLL | \$ 1,730.25 |
| 8/5/2016 | HEIMANN, ROBERT J. | 8/5/16 - PAYROLL | \$ 1,817.28 |
| 8/5/2016 | MOUNTFORD, THOMAS A. | 8/5/16 - PAYROLL | \$ 1,722.53 |
| 8/5/2016 | BREUNIG, JILL M. | 8/5/16 - PAYROLL | \$ 1,769.28 |
| 8/5/2016 | LEU, SUSAN J. | 8/5/16 - PAYROLL | \$ 688.05 |
| 8/5/2016 | HOLMBERG, PATRICIA A. | 8/5/16 - PAYROLL | \$ 764.10 |

Lower PLatte North NRD

Bills Pending

7/12/16 - 8/8/16

| | | | |
|----------|--|------------------------------|--------------|
| 8/5/2016 | DOKULIL, DANNY | 8/5/16 - PAYROLL | \$ 1,159.13 |
| 8/5/2016 | MILLIKEN, MARLA M. | 8/5/16 - PAYROLL | \$ 898.53 |
| 8/5/2016 | WALKENHORST, ZACHARY | 8/5/16 - PAYROLL | \$ 454.02 |
| 8/5/2016 | OAKLUND, RUSSELL K. | 8/5/16 - PAYROLL | \$ 1,431.66 |
| 8/5/2016 | REZAC, KAREN M. | 8/5/16 - PAYROLL | \$ 944.24 |
| 8/5/2016 | POOLE, CHRISTOPHER L. | 8/5/16 - PAYROLL | \$ 1,660.35 |
| 8/5/2016 | BARTEK, KELLY S. | 8/5/16 - PAYROLL | \$ 903.73 |
| 8/5/2016 | CAMPBELL, JENNIFER S. | 8/5/16 - PAYROLL | \$ 819.55 |
| 8/5/2016 | SCHOMER, BRET C. | 8/5/16 - PAYROLL | \$ 1,277.86 |
| 8/5/2016 | BENAL, TYLER J. | 8/5/16 - PAYROLL | \$ 1,113.83 |
| 8/5/2016 | O'REILLY, MITCHELL J. | 8/5/16 - PAYROLL | \$ 939.94 |
| 8/5/2016 | TEPOEL, DESIRAE | 8/5/16 - PAYROLL | \$ 1,274.61 |
| 8/5/2016 | GOOS, JACOB | 8/5/16 - PAYROLL | \$ 376.78 |
| 8/5/2016 | MOORE, DAWSON | 8/5/16 - PAYROLL | \$ 433.90 |
| 8/5/2016 | MASLONKA, JACOB | 8/5/16 - PAYROLL | \$ 716.77 |
| 8/5/2016 | BRUEGGEMANN, WILLIAM | 8/5/16 - PAYROLL | \$ 582.08 |
| 8/5/2016 | SMITH, CHRISTOPHER | 8/5/16 - PAYROLL | \$ 701.85 |
| 8/5/2016 | GOTTSCALK, ERIC P. | 8/5/16 - PAYROLL | \$ 1,564.28 |
| 8/5/2016 | MURREN, MICHAEL J. | 8/5/16 - PAYROLL | \$ 1,804.57 |
| 8/5/2016 | DESIRAE TEPOEL | TUITION REIMBURSEMENT | \$ 976.50 |
| 8/5/2016 | NARD | DUES AND MEMBERSHIP | \$ 24,754.64 |
| 8/8/2016 | WAHOO AUTO PARTS | AUTO AND TRUCK REPAIRS | \$ 148.27 |
| 8/8/2016 | NORTH BEND EAGLE | VIADUCT INSERTS/LEGAL NOTICE | \$ 135.28 |
| 8/8/2016 | WAHOO-WAVERLY-ASHLAND NEWSPAPERS | VIADUCT INSERT/LEGAL NOTICE | \$ 610.55 |
| 8/8/2016 | FREMONT TRIBUNE | VIADUCT INSERT/LEGAL NOTICE | \$ 216.77 |
| 8/8/2016 | QUILL CORPORATION | OFFICE SUPPLIES | \$ 93.81 |
| 8/8/2016 | SOLUTION ONE | MAINTENANCE CONTRACT | \$ 159.30 |
| 8/8/2016 | AS CENTRAL SERVICES | CELL PHONE EXPENSE | \$ 569.69 |
| 8/8/2016 | BROMM, LINDAHL, ET AL | GENERAL LEGAL/LICKTEIG | \$ 1,833.00 |
| 8/8/2016 | NEBRASKA PUBLIC HEALTH ENVIRONMENTAL LAB | NITRATE SAMPLING | \$ 222.00 |
| 8/8/2016 | THE SCHUYLER SUN | VIADUCT INSERT/LEGAL NOTICE | \$ 43.20 |
| 8/8/2016 | COLUMBUS TELEGRAM | VIADUCT INSERT/LEGAL NOTICE | \$ 1,124.12 |
| 8/8/2016 | BOMGAARS | EQUIPMENT UPKEEP/NORMAL O&M | \$ 314.31 |
| 8/8/2016 | COLFAX COUNTY AG SOCIETY | FAIR BOOTH FEE | \$ 50.00 |
| 8/8/2016 | DODGE COUNTY CLERK | PRIMARY ELECTION FEE | \$ 13,801.34 |
| 8/8/2016 | JEO CONSULTING GROUP, INC. | DUMP STATION | \$ 3,150.25 |
| 8/8/2016 | BUTLER COUNTY CLERK | PRIMARY ELECTION FEE | \$ 2,287.36 |

Lower Platte North NRD

Bills Pending

7/12/16 - 8/8/16

| | | | |
|----------|--------------------------------------|----------------------------------|----------------------|
| 8/8/2016 | NWRA | 2016 DUES/MEMBERHIP | \$ 1,950.00 |
| 8/8/2016 | ALBION NEWS | VIADUCT INSERTS | \$ 222.00 |
| 8/8/2016 | ELDON JEDLICKA | SHELL CREEK NO-TILL PAYMENT | \$ 206.00 |
| 8/8/2016 | OLSSON ASSOCIATES | DRAFT - V-IMP | \$ 530.16 |
| 8/8/2016 | IN-SITU INC. | DATA LOGGER/CABLE | \$ 1,264.28 |
| 8/8/2016 | UNITED STATES GEOLOGICAL SURVEY | STREAMGAGES/WQ MONITORING | \$ 22,090.00 |
| 8/8/2016 | WAHOO CONCRETE PRODUCTS | CONCRETE FOR PARK BENCHES | \$ 595.50 |
| 8/8/2016 | STEVE BACKES | SHELL CREEK NO TILL PMT | \$ 1,179.00 |
| 8/8/2016 | MUNICIPAL SUPPLY INC OF NE | NEW HOOKUP SUPPLIES | \$ 443.36 |
| 8/8/2016 | ONE CALL CONCEPTS, INC. | ONE CALL FEES | \$ 9.45 |
| 8/8/2016 | MID-AMERICAN BENEFITS INC | FLEX BENEFITS | \$ 613.35 |
| 8/8/2016 | STATE OF NE - DEQ | CHEMIGATION FEES | \$ 165.00 |
| 8/8/2016 | TIM AND JOHN GRONENTHAL | CREP PAYMENT | \$ 72.16 |
| 8/8/2016 | KTIC AM | KTIC RADIO ADS | \$ 186.00 |
| 8/8/2016 | SIMONS HOME STORE | NORMAL O&M/BLDG MAINTENANCE | \$ 132.23 |
| 8/8/2016 | GEOTECH ENVIRONMENTAL EQUIPMENT INC. | OMRICON STANDARD FOR CALIBRATION | \$ 84.01 |
| 8/8/2016 | SUBURBAN NEWSPAPERS, INC. | VIADUCT PRINTING | \$ 3,275.62 |
| 8/8/2016 | NEBRASKA GAME & PARKS COMMISSION | PARK PERMITS | \$ 264.00 |
| 8/8/2016 | VOBORILS | TIRE REPAIR FORD/JEEP | \$ 36.00 |
| 8/8/2016 | HUMPHREY DEMOCRAT | VIADUCT INSERT | \$ 180.00 |
| 8/8/2016 | ANNA GOTTSCHALK | JULY OFFICE CLEANING | \$ 405.00 |
| 8/8/2016 | TITAN MACHINERY WAHOO | BOBCAT MAINTENANCE | \$ 116.87 |
| 8/8/2016 | TROY R THOMPSON | COMPUTER CONSULTING | \$ 375.00 |
| 8/8/2016 | UNITED SYSTEMS TECHNOLOGY INC | RW BILLING SUPPORT | \$ 99.85 |
| 8/8/2016 | DAVID VARNER | TREES/PARK BENCH | \$ 553.96 |
| 8/8/2016 | DUANE BACKES | SHELL CREEK NO TILL PMT | \$ 935.00 |
| 8/8/2016 | RODGERS CONSTRUCTION | COLON RW REPAIR | \$ 415.50 |
| 8/8/2016 | ODVODY, DAVID R. | MONTHLY PAYROLL | \$ 1,270.51 |
| 8/8/2016 | FOREMAN, MELISSA | MONTHLY PAYROLL | \$ 75.40 |
| 8/8/2016 | PIPAL, JOEY | MONTHLY PAYROLL | \$ 62.40 |
| 8/8/2016 | NATIONWIDE INSURANCE CO. | EMPLOYEE BENEFITS | \$ 12,891.17 |
| 8/8/2016 | NARD RISK POOL ASSOCIATION | HEALTH INSURANCE BENEFIT | \$ 27,775.08 |
| 8/8/2016 | OTTE OIL & PROPANE INC. | NORMAL O&M/WANAHOO REC | \$ 98.58 |
| 8/8/2016 | SUMMIT GROUP SOFTWARE, INC. | PROFESSIONAL SERVICE ACCOUTING | \$ 210.00 |
| 8/8/2016 | SPARTAN STORES LLC | DIRECTOR MTG/GW SAMPLING EXP | \$ 140.55 |
| 8/8/2016 | YUTAN FIRE AND RESCUE | SPONSORSHIP TO DIVE BOAT | \$ 5,000.00 |
| 8/8/2016 | QC SUPPLY | 6 X 12 UTILITY TRAILER | \$ 1,389.95 |
| | | TOTAL PAYMENTS 7/12 - 8/8 | \$ 211,140.17 |

Consent Agenda

August 8, 2016

- 6.A.2.c. November Board Meeting Schedule
- 6.A.4.a. Dodge County Field Assistant
- 6.A.5.b. Approval Manager Time and Expense Sheets
- 6.B.1. Wild NE/CREP Report/Payments
- 6.B.2.d. Conservation Tree Invoice Payment
- 6.B.2.h. Fremont GI Study
- 6.B.2.i. Wanahoo Aerial Spraying
- 6.B.2.j. Eagle Scout Project
- 6.B.6.a. Colon System
- 6.C.2.b.1. Eastern Nebraska Water Resources Assessment
- 6.D.1.b. SWCP Payments
- 6.D.1.e. Wahoo Creek Watershed Cost-Share Cancellations
- 6.D.2.a.1. Shell Creek No-Till Assistance Payments