

Projects Committee Meeting
Thursday, December 1, 2022 7:30 AM
Lower Platte North NRD Office
P.O. Box 126
Wahoo, NE 68066

1. UNFINISHED BUSINESS
2. SWCP
 - 2.A. SWCP Application Approvals
 - 2.B. SWCP Payments
 - 2.C. SWCP Cancellations
 - 2.D. Wahoo Creek Cost Share Approvals
3. WATERSHEDS
 - 3.A. Shell Creek Watershed
 - 3.A.1. Shell Creek Implementation - 319
SCWIG Meeting Planned for Tuesday 12/6, 10:00 AM, at Bill and Melissa's office.
 - 3.B. Wahoo Creek Watershed
 - 3.B.1. Wahoo Creek Dam Site Planning Update
We recently received news that our NRCS WFPO Watershed Plan Environmental Assessment was signed off by headquarters.

Our NRCS grant for Wahoo Creek Watershed Planning/Design was extended for 1 year with a new expiration date of 12/1/2023. NRCS is aware the project will need several more extensions with an anticipated completion date of 1/31/2024. If unanticipated delays or permitting delays occur, we could be looking at an August 2025 completion date for planning, design, and permitting.
 - 3.B.2. Olsson Design Update and Invoice
Olsson is working on setting up a meeting with the Corps in December to discuss permitting. They are also setting up a meeting with NRCS to update them.
Invoices were received after the committee meeting and attached along with the progress report. These are being paid per Olsson agreement and will be submitted for reimbursement through NeDNR WSF, NeDNR JEDI funds, and NRCS WFPO funds.

3.B.3. NeDNR Agreement JEDI funds

We received a draft agreement from NeDNR for \$19,667,600.

3.B.4. Wahoo Creek Watershed Water Quality Plan - 319

3.C. Lower Platte River Corridor Alliance

An Alliance meeting was held at LPSNRD on November 9th. The agenda, public notice, and May meeting minutes are attached. A few items of interest to the LPN:

- The LPNNRD was re-instated as a voting member.
- USGS reported on stream gage sites and the potential for a detailed long term water quality trend analysis.
- The success of our ice camera project and the partnerships were discussed in detail. Papio is interested in adding additional cameras at their cost.
- Papio and LPS submitted a joint 319 grant for their priority areas. LPN will be setting up stakeholder meeting soon in their priority areas (Skull & Bone) with the intent of submitting a 319 grant application in the future.

4. JOINT WATER MANAGEMENT ADVISORY BOARD (JWMAB)

JWMAB public meeting was held on 11/15 at Fremont City Council Chambers with several dozen attendees. Project grant updates were given along with a public presentation on the East Fremont/Elkhorn Township Drainage Improvement Project.

4.A. East Fremont/Elkhorn Township Drainage - FEMA HMPG

As previously mentioned, a public presentation was given during the JWMAB meeting on 11/15. The PowerPoint is attached. An additional meeting occurred on 11/28 where it was generally agreed that the City will be the lead agency to apply for the grant(s) and lead the project(s). An agreement between the sponsors is due in June 2023 regarding how the 25% local match will be split. This is roughly \$12 to \$15 million in local costs within 5 to 7 budget cycles. O&M agreements are not needed until construction begins.

What is a reasonable contribution from the NRD?

4.B. West Fremont - FEMA BRIC

A project kickoff meeting occurred on 11/22. The project area along problem areas were presented and discussed (maps attached).

4.C. Rawhide Creek Watershed - NRCS WFPO

After the public JWMAB meeting on 11/15 a Rawhide presentation was given by JEO - attached. A "60% Status Meeting" is scheduled for 12/1 with NRCS.

5. HAZARD MITIGATION PLAN UPDATE

We reviewed a draft workplan with JEO based on the RFP. A contract will be developed soon reflecting the estimate from JEO's RFP proposal of \$155,000. Staff are suggesting a grant submittal to NEMA/FEMA of additional funds to cover any unforeseen circumstances or NRD requested additional assessments. Additional assessment examples include a drought management plan, water supply/access for fire response, among others. Direction from the Water Committee meeting was to seek the possibility of developing a Drought Management Plan. Projects committee recommended staff to work with JEO to come up with an appropriate amount to cover a desired Drought Mitigation Plan and any potential additional assessments.

6. MORSE BLUFF LEVEE

A Morse Bluff Levee Coalition meeting was held on November 16, with 20

attendees. The Coalition is requesting Saunders County to provide designs and cost estimates that will then be used to engage potential funding sources. The County Board is in the process of requesting two estimates from the county engineer for design and rough construction estimation:

- From Highway 79 west to Co Rd 27
- From Highway 79 east to the east side of Wolf Lakes

7. WOLF LEVEE

Colfax County is currently coordinating with the City of Schuyler to partner on the project.

There is the potential to create an IPA (Individual Project Area) that would accept JEDI funds to complete construction, leaving longterm maintenance costs up to landowners that benefit from the project.

8. EROSION AND SEDIMENT RULES AND REGULATIONS

Elliott met with Joe Placek to discuss options regarding an ongoing erosion complaint on ground he inherited. His farm's tenant was sued by the neighbor over fenceline erosion and has a court order to repair the damage (attached). Elliott explained the NRD's cost-share options and discussed structural/vegetative options; e.g. fenceline basin and perennial vegetation.

9. NEBRASKA BUFFER STRIP PAYMENTS

10. OTHER

10.A. Wetland Restoration

A company called Magnolia Land Partners reached out to us looking for opportunities to complete wetland restoration. They recently received funding from NRCS to create a mitigation bank for Farm Program compliance.

There may be potential for the NRD to utilize some of the funding for our required wetland/stream mitigation work that is required within our Wahoo Creek Flood Reduction Plan. Staff will be meeting with ACOE, NRCS to discuss mitigation specifics later this month and will discuss this option.

10.B. Rail-With-Trail between David City and Columbus

Request for a letter of support for the development of a "rail-with-trail" from David City to Columbus. See attached request.

10.C. Fremont area bike trail connection

We received a request to facilitate reestablishing a bike trail link between Old Hwy 8 and a frontage road to US Hwy 275/30 that is being removed during building of the interchange. The request was forwarded on to the City of Fremont mentioning that we may entertain a request to help but typically do not lead projects like this.

11. ADJOURNMENT

Progress Report for Wahoo Creek Watershed Dams Sites



Lower Platte North NRD

For Work Completed During The Month Of : **October, 2022**
(through 11/5/22)

Project # 018-3423 Dam Site 26A, 26B, &27 Project Phase	Phase Budget	Billings for Month		Project Total Billings to Date	
		Current Earned/Billings	% Completed This Month	JTD Earned/Billings	% Completed Overall
010 - Project Management/Meetings	\$ 23,213	\$ 482.32	2.1%	\$ 11,868.59	51.1%
020 - Geotechnical Engineering	\$ 224,493	\$ 4,496.71	2.0%	\$ 224,181.17	99.9%
030 - Dam Design	\$ 184,885		0.0%	\$ 154,037.76	83.3%
040 - Permitting	\$ 86,634		0.0%	\$ 34,888.47	40.3%
050 - Survey and Legal Descriptions	\$ 11,142	\$ 2,868.71	25.7%	\$ 20,795.81	186.6%
060 - Community/Public Participation	\$ -			\$ -	
070 - Construction Services	\$ 171,962			\$ 1,590.75	
				\$ -	
3 Sites Totals	\$ 702,329	\$ 7,847.74	1.1%	\$ 447,362.55	63.7%

Project # A18-3423 (separate invoice) Sites 55, 66, 77, 82, 84, 85, &86 Project Phase	Phase Totals	Billings for Month		Project Total Billings to Date	
		Current Earned/Billings	% Completed This Month	JTD Earned/Billings	% Completed Overall
100 - Project Management/Meetings	\$ 60,813	\$ 482.32	0.8%	\$ 23,534.44	38.7%
110 - Geotechnical Engineering	\$ 592,047	\$ 10,487.24	1.8%	\$ 325,249.82	54.9%
120 - Dam Design	\$ 425,202	\$ 26,233.42	6.2%	\$ 72,834.51	17.1%
130 - Permitting	\$ 244,810	\$ 420.49	0.2%	\$ 63,570.74	26.0%
140 - Survey and Legal Descriptions	\$ 28,165	\$ 171.93	0.6%	\$ 7,186.64	25.5%
150 - Community/Public Participation	\$ 30,000		0.0%	\$ 5,899.20	19.7%
160 - Other	\$ -			\$ -	
170- Construction Services	\$ 603,992			\$ -	
7 Sites Totals	\$ 1,985,029	\$ 37,795.40	1.9%	\$ 498,275.35	25.1%

Billings For Month	\$ 45,643.14
Total Billings To Date	\$ 945,637.90
Project Budget	\$ 2,687,358
Budget Remaining	\$ 1,741,720.10

% Budget Spent Per Site



Summary Of Work Completed This Month

Sites 26A, 26B, & 27	Sites 55,66,77,82,84,85, & 86
-Report comments from NRCS were addressed for geotechnical report -Additional topographic survey work completed at Site 27	-Continued H&H design and centerline layout -Completion of 2nd round of laboratory testing and analysis. -Collection of survey topographic information. -Meeting with USACE to further discussions regarding mitigation plan

Planned Work For Next Month

Site 26A, 26B, & 27	Sites 55, 66, 77, 82, 84, 85, & 86
-Continue working through NRCS comments and work for 90% design submittal	-Continued H&H design and centerline layout -Geotechnical analysis for 2nd set of dams -Processing of collected survey information

For questions regarding billings, please contact Andrew Phillips at (402) 440-8807 or aphillips@olsson.com

Invoice



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

November 16, 2022
Invoice No: 439664

Ryan Chapman
Lower Platte North NRD
PO Box 126
Wahoo, NE 68066-0126

Invoice Total \$7,847.74

Olsson Project # 018-34230 Lower Platte North NRD Wahoo Creek Watershed & 3 Dam Sites
Professional services rendered October 9, 2022 through November 5, 2022 for work completed in accordance with agreement.

Phase 010 Sites 26A 26B & 27 Project Management

Labor

	Hours	Amount	
Principal	2.00	482.32	
Totals	2.00	482.32	
Total Labor			482.32
Total this Phase			\$482.32

Phase 020 Geotechnical Engineering

Labor

	Hours	Amount	
Project Professional	33.50	4,496.71	
Totals	33.50	4,496.71	
Total Labor			4,496.71
Total this Phase			\$4,496.71

Phase 050 Survey & Legal Descriptions

Labor

	Hours	Amount	
Survey	35.50	2,661.71	
Totals	35.50	2,661.71	
Total Labor			2,661.71

Unit Billing

Field Vehicle 1457	276.0 Miles @ 0.75	207.00	
Total Units		207.00	207.00
Total this Phase			\$2,868.71

Invoice



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

November 21, 2022
 Invoice No: 440446

Ryan Chapman
 Lower Platte North NRD
 PO Box 126
 Wahoo, NE 68066-0126

Invoice Total \$37,795.40

Olsson Project # A18-34230 Lower Platte North NRD Wahoo Creek Watershed & 7 Dam Sites
 Phase II

Professional services rendered October 9, 2022 through November 5, 2022 for work completed in accordance with agreement.

 Phase 100 Sites 55 66 77 82 83 84 85 86 Project Management

Labor

	Hours	Amount	
Principal	2.00	482.32	
Totals	2.00	482.32	
Total Labor			482.32

Billing Limits

	Current	Prior	To-Date	
Total Billings	482.32	23,052.12	23,534.44	
Limit			62,400.00	
Balance Remaining			38,865.56	
			Total this Phase	\$482.32

 Phase 110 Geotechnical Engineering

Labor

	Hours	Amount	
Assistant Engineer	9.25	836.85	
Technician	2.75	195.14	
Principal	6.50	1,236.99	
Project Professional	18.50	2,483.26	
Totals	37.00	4,752.24	
Total Labor			4,752.24

Unit Billing

Atterberg Limit		
1 Test @ \$95/Test		95.00
1 Test @ \$95/Test		95.00
1 Test @ \$95/Test		95.00
Dry Density Test		
1 Test @ \$30/Test		30.00

Flex-Wall Permeameter Remolded			
1 Test @ \$565/Test		565.00	
Moisture Content			
1 Test @ \$20/Test		20.00	
One-Dimensional Consolidation Test			
1 Test @ \$165/Test		165.00	
1 Test @ \$165/Test		165.00	
1 Test @ \$165/Test		165.00	
2 Tests @ \$165/Test		330.00	
Permeability of Soil - Undisturbed			
1 Test @ \$200/Test		200.00	
1 Test @ \$200/Test		200.00	
Standard Proctor			
3 Tests @ \$170/Test		510.00	
Triaxial Comp Cons Undrained-Remold			
1 Test @ \$2,400/Test		2,400.00	
Triaxial Comp Unconsolidated Undrained			
1 Test @ \$175/Test		175.00	
3 Tests @ \$175/Test		525.00	
Total Units		5,735.00	5,735.00

Billing Limits	Current	Prior	To-Date	
Total Billings	10,487.24	314,762.58	325,249.82	
Limit			607,460.00	
Balance Remaining			282,210.18	
		Total this Phase		\$10,487.24

Phase 120 Dam Design

Labor			
		Hours	Amount
Assistant Professional		115.75	11,982.68
Designer		107.25	12,672.66
CAD Operator		16.00	1,578.08
Totals		239.00	26,233.42
Total Labor			26,233.42

Billing Limits	Current	Prior	To-Date	
Total Billings	26,233.42	46,601.09	72,834.51	
Limit			436,278.00	
Balance Remaining			363,443.49	
		Total this Phase		\$26,233.42

Phase 130 Permitting

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Labor

	Hours	Amount
Assistant Professional	3.50	420.49
Totals	3.50	420.49
Total Labor		420.49

Billing Limits

	Current	Prior	To-Date	
Total Billings	420.49	63,150.25	63,570.74	
Limit			251,140.00	
Balance Remaining			187,569.26	
		Total this Phase		\$420.49

Phase 140 Survey & Legal Descriptions

Labor

	Hours	Amount
Senior Surveyor	1.00	171.93
Totals	1.00	171.93
Total Labor		171.93

Billing Limits

	Current	Prior	To-Date	
Total Billings	171.93	7,014.71	7,186.64	
Limit			28,875.00	
Balance Remaining			21,688.36	
		Total this Phase		\$171.93

AMOUNT DUE THIS INVOICE \$37,795.40

Authorized By: Andrew Phillips

Agreement to Provide Funding for
Flood Reduction Structures of the
Saunders County Wahoo Creek Flood Control Project
in the
Lower Platte North Natural Resources District

This Agreement (Agreement) is entered into by and between the State of Nebraska, Department of Natural Resources (Department) and the Lower Platte North Natural Resources District (LPNNRD) for funding costs pursuant to planned flood reduction structures of the Saunders County Wahoo Creek Flood Control Project (Project).

WHEREAS the LPNNRD is a political subdivision of the State of Nebraska, responsible for flood control within the boundaries of the LPNNRD; and

WHEREAS the LPNNRD has secured funding from multiple sources for earlier stages of the Project, including federal funding and state funding through the Nebraska Water Sustainability Fund Grant #5201 for three flood reduction structures, and now seeks additional funding for the entire Project; and

WHEREAS the Legislature has appropriated money from the Jobs and Economic Development Initiatives (JEDI) Fund to the Department's Budget Program 319 Water Projects Fund; and

WHEREAS, pursuant to the JEDI Act, *Neb. Rev. Stat.* §§ 61-401 to 61-405, and LB1011, 2022, Section 87, the Department is charged with the responsibilities of establishing and administering dispersals for carrying out the Fund's purposes, including contracting with natural resources districts for flood control activities; and

WHEREAS the Director of the Department has reviewed the environmental, hydrological, and other feasibility studies associated with the Project and has deemed the Project feasible pursuant to the requirements of *N.R.S.* 61-405(3).

WHEREAS the Department determined that the LPNNRD is eligible for funding for flood reduction activities under the terms of the JEDI Act; and

WHEREAS the LPNNRD through its contractor FYRA Engineering has submitted a summary of the Project budget, Attachment A, and proposed of Scope of Work approved by the Upper Wahoo Creek Watershed Agreement between U.S. Dept. of Agriculture Natural Resources Conservation Service (NRCS) and LPNNRD, Attachment B, hereby incorporated by reference into this agreement

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PARTIES. The parties to this agreement are the State of Nebraska, Department of Natural Resources (Department) and the Lower Platte North Natural Resources District (LPNNRD).
2. TERM OF AGREEMENT. This Agreement shall become effective on the date signed by the last party and shall remain in effect until Project construction is completed or until December 31, 2029 or until this Agreement is terminated by either party.
3. WORK TO BE PERFORMED. Attachments A and B describe the scope of work, completion of the ten Wahoo Creek flood risk reduction structures located in Saunders County.
4. INDEPENDENT CONTRACTOR. LPNNRD shall complete through its own efforts, or through contracting with a capable party, all obligations for completing the Project and ensuring that all state, local, and federal legal compliance, accountability, permitting, and reporting obligations are met.
 - 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 LPNNRD or contractors of LPNNRD.
 - 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 LPNNRD, its officers or its agents) shall in no way be the responsibility of the Department or the State. The LPNNRD will hold the Department and the State harmless from all such claims. The LPNNRD personnel and all other persons acting for the LPNNRD 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.
4. PAYMENT. The Department will pay LPNNRD up to 100% of its costs, except for amounts required for Nebraska Water Sustainability Fund local match or amounts provided by subsequently procured federal sources, up to a maximum of \$19,667,600 in reimbursement for actual, necessary, and reasonable expenses and costs incurred by LPNNRD in performance the work carried out under paragraph 3 of this Agreement after April 7, 2022. LPNNRD agrees to reimburse the Department for any JEDI/Department Budget Program 319 funds it receives pursuant to this Agreement that duplicate any federal funds received for the Project after execution of this Agreement.
 - a. LPNNRD shall submit invoices to Department contract manager/project contact Jesse Bradley, Nebraska Department of Natural Resources, 245 Fallbrook Blvd., Suite 201, Box C, Lincoln, NE 68521. Invoice justifications may consist either of certifications of work completion by LPNNRD's contracted engineer or copies of cancelled checks or comparable evidence of payment. Invoices shall set forth

included cost with enough detail to understand its purpose and price. Invoices will be reviewed by the Department Project Contact for satisfactory completion of the work specified in paragraph 3 above.

- b. Payment shall be made within sixty (60) days of receipt of satisfactory invoices.
- c. LPNNRD shall maintain records adequate to document that it had qualified expenditures under the terms of this contract. Such files shall be available for inspection by personnel of the Department and by representatives of the State Auditor's office during normal business hours of LPNNRD. If the Director becomes aware of a violation of the contract between LPNNRD and the Department, the Director may terminate the contract and/or demand reimbursement of any state funds related to such violation.
- d. After July 1, 2023, continued payment eligibility requires that LPNNRD files an annual report of Project progress with the Department, the first one due July 1, 2023, reporting Project work completed during the past twelve-month period and Project work planned for the following twelve-month period.
- d. Invoices or reimbursement requests for expenditures acquiring interests in real property must comply with Nebraska Executive Order 21-08 and include, for each legal interest acquired:
 - (i) Title insurance policy showing title in the seller;
 - (ii) Closing statement signed by the seller;
 - (iii) Copy of recorded instrument (deed/easement) from the seller to the Sponsor for the specified real estate;
 - (iv) Copy of certified check payable to the seller for the indicated transaction; and
 - (v) Brief explanation of the relationship of the property interest to the Project.

If funds transferred to the District under this contract are used to purchase land easements, the easements required for the flood control dam project (project) shall be limited to ninety-nine (99) years in length. These easements will then be renewed for another ninety-nine (99) years lease unless the landowner or the District desires to end the easement(s) for the project at that time. If the District elects to end the easements for the project the District shall continue to be responsible for operating and maintaining the project in accordance with prevailing dam safety standards.

5. AMENDMENT. This agreement may be amended only in a writing duly executed by all the parties.
6. TITLES NOT CONTROLLING. The titles of the paragraphs are for reference only and shall not be used to construe the language of this agreement.
7. 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.
8. TECHNOLOGY ACCESS. LPNNRD agrees to ensure compliance with Nebraska Access Technology Standards.

See website at: <http://www.nitc.state.ne.us/standards/accessibility>.

9. FAIR EMPLOYMENT PRACTICES. LPNNRD agrees 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.
10. NEBRASKA DRUG-FREE WORKPLACE POLICY. LPNNRD agrees to ensure compliance with the Nebraska Drug-Free Workplace Policy.
11. WORKER ELIGIBILITY STATUS REQUIREMENTS. LPNNRD is required and hereby agrees to use federal immigration verification system to determine the work eligibility status of any contractors paid with proceeds of this contract that are physically performing services within the State of Nebraska. LPNNRD understands and agrees that lawful presence in the United States is required for such employment and LPNNRD 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.
12. AUDIT BY OFFICE OF THE STATE AUDITOR.

Any public or private non-profit entity or political subdivision of the state serving as the service contractor or sub-recipient of funds under this Agreement, 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).

13. Indemnification

Neither the Department 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 LPNNRD 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. LPNNRD 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. LPNNRD shall indemnify the Department and the State of Nebraska for any damages, claims or liability to the extent caused by its negligent acts, errors or omissions arising out of the performance of professional services under this Agreement. LPNNRD 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.

14. 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.

15. PROJECT CONTACTS.

LPNNRD's Project Contact for this Agreement is Eric Gottschalk. His telephone number is (402) 443 4675; mailing address is: Lower Platte North NRD, 511 Commercial Park Rd., P.O. Box 126, Wahoo, NE 68006; email address is egottschalk@lpnnrd.org

Department's Project Contact is Jesse Bradley. His telephone number is (402) 219 1357; mailing address is: Nebraska Department of Natural Resources, 245 Fallbrook Blvd., Box C, Suite 201, Lincoln, NE 68521; email address is jesse.bradley@nebraska.gov.

All correspondence, other communication, and notices will be provided by and to Project Contacts.

IN WITNESS WHEREOF, the Parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

The Effective Date of this Agreement is the date of the signature last affixed to this Agreement.

LOWER PLATTE NORTH NATURAL RESOURCES DISTRICT

By: Eric Gottschalk, General Manager

Date

DEPARTMENT OF NATURAL RESOURCES

By: Thomas E. Riley, P.E. Director

Date

Memorandum

To: Eric Gottschalk, Lower Platte North Natural Resources District
From: FYRA Engineering
Project: 10 Wahoo Creek Structures - Saunders County Flood Control Project
Re: JEDI Funding
Date: September 7, 2022

This purpose of this memorandum is to detail the total costs and funding sources for the 10 Wahoo Creek flood risk reduction structures located in Saunders County, NE which were recently allocated JEDI funding.

The project includes 10 flood risk reduction sites, described in detail in the NRCS-funded and approved Upper Wahoo Creek Watershed Plan-Environmental Assessment (EA) and Finding of No Significant Impact (FONSI). Planning has been completed for the project and final design and permitting are ongoing. This project underwent an extensive economic analysis and yielded a benefit to cost ratio of 1.23 with estimated average annual flood damage reduction benefits of \$772,100 (price base: 2020, amortized over 58 years at a discount rate of 2.50 percent).

Total Project Costs. Project costs are \$19,667,600 (price base: 2020) and include engineering, permitting, mitigation, easements, construction, and project administration. Planning costs total \$817,305 and have been exhausted. A portion of the engineering costs have also been utilized. Construction costs are constantly increasing, and it is anticipated that the total project costs will be above those calculated in 2020.

Federal Funding. The project received funding through two NRCS P.L. 83-566 programs, the Regional Conservation Partnership Program (RCPP) and the Watershed and Flood Prevention Operations program (WFPO). RCPP allocated funds include a portion of the construction of Sites 26a, 26b, and 27 (up to \$1,350,000) and \$150,000 in NRCS technical assistance, including \$37,500 for planning. Additional construction costs, as well as engineering/design costs, are not covered under the RCPP program. WFPO allocated funds include 100 percent funding for planning (\$817,305), design (\$1,325,630), and administration (\$15,000) of the seven additional sites. Up to 100 percent of construction costs for the seven sites (excluding mitigation) could be funded by the WFPO program. However, the availability of Federal funds is contingent upon appropriations available for this purpose. Table 1 below shows the allocated and potentially available funds from the Federal programs.

State Funding. The Nebraska Department of Natural Resources (NDNR) Water Sustainability Fund (WSF) awarded funding assistance of \$2,269,194 to the LPNNRD to assist with the non-federal construction and easement costs for Sites 26a, 26b, and 27. WSF requires a 40 percent local cost share of non-federal costs. Table 1 below shows the allocated funds for this project.

Land Acquisition/Easements. Easements will be acquired for land within the project limits, including the embankment, permanent pool, flood pool, auxiliary spillway, top of dam limits, and mitigation sites. These easements fall under #7 and #8 of Executive Order 21-08.

Table 1. State and Federal Funding

Funding Source	Allocated Funds for LPNDR Use ¹			Potential Funds ²
	WSF	RCPP	WFPO	WFPO
Sites 26a, 26b, 27	\$ 2,269,194	\$ 1,350,000	\$ -	\$ -
Remaining 7 Sites	\$ -		\$ 2,157,935	\$ 10,198,500

¹Does not include Federal funds allocated for NRCS use

²Contingent upon future Federal appropriations and not guaranteed

JEDI funding has given the LPNDR an opportunity to build the remaining 7 flood reduction sites at an expedited pace that could not be possible if relying on WFPO funds and local cost share. Federal funds for construction of the remaining sites are not guaranteed and, if available, could take many years to acquire. It is anticipated that utilizing WFPO funds and local cost share in lieu of JEDI funds could take over 8 years for project implementation. With JEDI funds, the Federal funds for construction would not be requested, as shown in Table 2. State WSF funds for Sites 26a, 26b, and 27 would still be utilized as the local cost share for the LPNDR has already been budgeted and the WSF funds have been previously allocated for this project.

Table 2. Accepted State and Federal Funding when Utilizing JEDI Funds

Funding Source	Allocated Funds for LPNDR Use ¹			Potential Funds ²
	WSF	RCPP	WFPO	WFPO
Sites 26a, 26b, 27	\$ 2,269,194	\$ 1,350,000	\$ -	\$ -
Remaining 7 Sites	\$ -		\$ 2,157,935	\$ -

¹Does not include Federal funds allocated for NRCS use

²Contingent upon future Federal appropriations and not guaranteed

November 17, 2022

Lee Will, State Budget Administrator

Nebraska Department of Administrative Services

1445 K St., Rm.1320

Lincoln, NE 68508

Dear Mr. Will,

Pursuant to the Jobs and Economic Development Initiative Act and N.R. S. 61-405(3), I wish to certify to you that the Department of Natural Resources has conducted or reviewed all environmental, hydrological, or other feasibility studies necessary to establish the feasibility of the Wahoo Creek Watershed Flood Control Project of the Lower Platte North Natural Resources District (NeDNR Contract #) and based on the results of such studies, I deem the project feasible.

Respectfully,

Thomas E. Riley, P.E. Director

CC: Jacob Leaver, DAS Budget Analyst



Lower Platte River
CORRIDOR ALLIANCE

LEAD. ORGANIZE. INSPIRE. The voice of the Lower Platte.

LPRCA MEETING AGENDA

Wednesday, November 9, 2022 - 10:00 a.m. @ Lower Platte South NRD

1. Welcome / Introductions (David Potter-LPSNRD)
2. Agenda Review and Publication Notice – October 27th LJS (Potter-LPSNRD)
3. Review May 25, 2022 Meeting and Approval of Minutes (Potter-LPSNRD) *[ACTION]*
4. LPRCA Interlocal Agreement and Membership, LPNNRD Re-instatement as Voting Member (Potter-LPSNRD)
5. Financials/Budget Update and Dues (Potter-LPSNRD)
6. Current LPRCA Activities/Projects
 - A. Status of renewed USGS stream gages/monitors, reports from gages at Leshara and three long-term sites (Matt Moser-USGS)
 - B. Potential Trend Analysis at one or more LPRCA stream gage sites (Moser-USGS)
 - C. Other USGS work in the Lower Platte Corridor (Moser-USGS)
7. Member Updates and Reports on Related Corridor Activities and Projects
 - A. National Guard and Camp Ashland (Larry Vrtiska-NE National Guard)
 - B. NeDNR updates (Jesse Bradley-NeDNR)
 - C. PMRNRD updates
 - i. Hwy 34 Platte River Bridge Trail and other trail updates (Eric Williams-PMRNRD)
 - ii. Platte River Railroad Obstruction (Amanda Grint and Ian Ghanavati-PMRNRD)
 - D. Updates from UNL, including WRAP meeting and Rogers Farm Anniversary (Ron Yoder-UNL)
 - E. Lower Platte South NRD (Paul Zillig-LPSNRD)
 - i. MoPac Connector
 - F. State Parks & Trails and G&P Projects (Jeff Fields and Bill Oligmueller-NGPC)
 - G. Updates from DEE (Tara Anderson-NeDEE)
 - H. Lower Platte North NRD (Ryan Chapman-LPNNRD)
 - i. Lower Platte River Cameras / Stream Gage Project Update
 - ii. Drought Plans and Coordination
 - iii. Other Projects
 - I. Other
8. Future Projects/Studies
 - A. LPRCA Water Quality Management Plan 5-Yr Update (Brandon Beethe-NeDEE)
 - B. Water Quality Management Plan - 319 Targeted Projects, Application and Implementation (NRD reps)
 - i. Section 319 Grant project for Buffalo, Turtle, Zwiebel and Turkey Creeks in the Lower Platte HUC 8 (Ghanavati-PMRNRD)
 - C. Lower Platte River Aquatic Ecosystem Restoration Comprehensive Study update/status (Zillig, LPSNRD)
 - D. Discussion of any other possible projects for LPRCA
9. Schedule Next Meeting (May 2023)
10. Comments, Questions, General Discussion
11. Adjourn



Lower Platte River CORRIDOR ALLIANCE

LEAD. ORGANIZE. INSPIRE. The voice of the Lower Platte.

LPRCA MEETING MINUTES

Wednesday, May 25, 2022 – 10:00 a.m.

Bi-Annual Meeting held at LPSNRD

1. Welcome / Introductions: David Potter welcomed everyone and thanked the members for attending the meeting. Corridor Alliance member representatives participating included: Eric Williams-PMRNRD, Paul Woodward-PMRNRD, Bill Oligmueller-NGP, Tom Riley-NeDNR, Andy Kahle-NDEE, Ryan Chapman-NDEE, Tara Anderson-NDEE, Brandon Beethe-NDEE, Ron Yoder-UNL, Paul Zillig-LPSNRD, Tracy Zayac-LPSNRD, Will Inselmann-LPSNRD, and David Potter-LPSNRD. Others present included: Tom Mountford-LPNRD, Dustin Wilcox-NARD, John Engel-HDR, Matt Pillard-HDR, Matt Moser-USGS, Steve Peterson-USGS, Susan Seacrest-LPSNRD Director, Gary Hellerich-LPSNRD Director, and Gary Aldridge-LPSNRD Director. Invites were sent out to at least two individuals from each of the eight members/agencies of the Alliance, including the person that was authorized to sign any documents. Alternates were recommended to participate if the two individuals could not attend. Six of the eight Alliance members/agencies were represented at the meeting. The LPRCA meeting was called to order at 10:05 a.m. All those in attendance introduced themselves.
2. Agenda Review and Publication of Notice: A meeting notice was published in the Lincoln Journal Star on May 12, 2022. Potter displayed the Alliance website on the screen and reviewed the agenda. The purpose of the meeting was also stated.
3. Review of October 25, 2021 Meeting and Approval of Minutes: Potter stated that the minutes of the last meeting were distributed prior to the meeting and are on the LPRCA website. There were no changes or corrections. Minutes were approved by consensus. Potter reminded the group that minutes from the bi-annual meetings will continue to serve as the newsletters/correspondence.
4. LPRCA Interlocal Agreement and Membership, DHHS termination: Potter stated that he received an official letter dated April 19, 2022 from DHHS stating their termination from the LPRCA as per the Amended Interlocal Cooperation Act Agreement. DHHS is taking this action because responsibility for administering the Nebraska Safe Drinking Water Act was transferred from DHHS to the Nebraska Department of Environment and Energy (NDEE). The Public Drinking Water Division officially moved to the NDEE on July 1, 2021 (LB-148). It was determined the current amended interlocal agreement is not needed to be amended at this time. DHHS will be removed from the membership and the website will be updated accordingly.
5. Financials/Budget Update: Potter reviewed the proposed FY2023 budget. Each of the eight agencies were invoiced \$1,000 for dues in December. All but DHHS paid their dues. The dues are deposited into

the administrative fund and pay for the costs of ESRI, the website, and memberships. A copy of the budget was sent to each member agency so they could budget accordingly. Besides the administrative costs, the only active projects currently are the stream gages with USGS. These costs reflect the recently approved agreements with USGS. It was noted that some share of payments by the agencies are handled through separate joint funding agreements. Invoices are usually sent out in December to those NRDs and agencies participating in the various stream gage agreements or other projects. The project fund holds monies for current and future projects. In addition, the Reserve funds are in place to initiate potential projects such as the Lower Platte River Restoration and Resiliency Study.

6. Current LPRCA Activities/Projects

A. Updates on approved renewed Agreements for Leshara and Three Long-Term Sites: Potter briefly discussed the recently approved agreements for the various stream gages. The agreements for the three long-term sites and Leshara were set to expire June 30, 2022. The Leshara site was jointly and equally funded by LPSNRD, LPNNRD, PMRNRD, LWS, and MUD, and also by USGS. The joint funding agreements with each agency expired in December 2021. The new agreement with USGS and the joint funding agreements with the other partners were approved by LPSNRD on behalf of the Alliance on April 20th. The three long-term sites have been jointly funded by LPSNRD, PMRNRD and USGS. The new agreement with USGS for the three long-term sites and the joint funding agreement with PMRNRD were approved by LPSNRD on behalf of the Alliance on April 20th. The cost-share information on the gages was identified in the FY23 budget presented by Potter.

B. Status of USGS Stream Gages/Monitors, Reports from Gages: Matt Moser with USGS presented a power point and provided an update on the current stream gages contracted through the Alliance. He described the data being collected from the various stream gages and when that information is being collected. Moser stated that data from the gages at Leshara and the three long-term sites is collected April 1st through October 1st and that monitoring has not been interrupted. He also identified the current monitoring gage agreement with the Nebraska National Guard.

C. Other USGS work in the Corridor: Moser highlighted some other projects they have going on in the Platte River Corridor and also briefly discussed the possible stream gage trend analysis that LPSNRD inquired about.

7. Member Updates and Reports on Related Corridor Activities and Projects

A. National Guard and Camp Ashland: There was no representation for the Guard at the meeting and no report provided.

B. Statewide Tourism and Recreational Water Access and Resource Sustainability Committee, a.k.a. "STAR WARS" (LB406) and the Jobs Economic Development Initiative Act, a.k.a "Jedi": John Engel with HDR presented information on the proposed projects in the bill. There are three specific recreational areas in the state being examined: the Lake McConaughy region, the area around Lewis and Clark Lake and Niobrara State Park, and the Lower Platte River. The project in the Lower Platte River Corridor is the proposed lake in Sarpy County. HDR was awarded the contract and the plan was completed early this year after several workshops and meetings held in the project areas. More study and design are needed on the proposed lake.

C. Statewide Flood Hazard Mitigation Plan: John Engel with HDR presented information on the Statewide Flood Hazard Mitigation Plan and its timeline. The plan should be completed in a couple weeks and submitted to the Legislature. Meetings were held once a month on average with many opportunities for input. Information can be found at their website: <https://dnr.nebraska.gov/floodplain/nebraska-flood-hazard-mitigation-plan>. The last plan was approved in 2013. This new Statewide Plan is more comprehensive and has more historical information and was a project resulting from the 2019 flooding.

D. NeDNR Updates: Tom Riley with NeDNR announced that the Department has a new home in Fallbrook and in the same building as the Department of Environment and Energy. An open house is planned for June 21st. Riley stated this is a “historic” year with so many funded projects, including the Perkins County Canal, JEDI Project, Gehring-Ft. Laramie Canal tunnel collapse permanent fix, and the Resilient Soils and Water Quality Act. The Department is to provide assistance in the formation of a producer learning community to build awareness and knowledge relating to soil health and water quality to guide agricultural producers and landowners in making informed decisions in order to bring about a more rapid and widespread adoption of best management practices.

E. Updates from UNL: Yoder discussed briefly the Deadmans Run project through East Campus and the joint effort with LPSNRD, the city, and USACE. He also mentioned UNL’s work on the tributary through East Campus between Holdrege and Deadmans Run. He stated that the University continues to monitor their property near Mead for water quality related to the issue/contamination of the AltEn facility. In addition, UNL continues to work with NRDs on nitrate levels through statewide soil health in Extension and conduct research at Roger’s Memorial Farm located about 10 miles east of Lincoln. The farm is operated as a research and demonstration farm by the Department of Biological Systems Engineering (BSE), cooperating with several other University departments and USDA agencies. Several University classes use the farm as an outdoor laboratory for real life situations and experiences. The Farm’s website is <http://engineering.unl.edu/bse/bse-rogers-memorial-farm/>

F. Hwy 34 Platte River Bridge Trail: The Platte River Bridge Trail project is Federally funded with 20% local match and PMRNRD, LPSNRD, Sarpy County, Cass County, Plattsmouth, Bellevue and others participating in the project. Williams stated the environmental study is done. The project was originally estimated at \$2 million but now the estimate is at \$2.8 million for construction. Bid letting is still expected in November 2022 with construction in Spring 2023.

G. Lied Bridge and MoPac Trail (Sarpy County) – Flood Reconstruction and Closeout: The four repair projects resulting from the flood damage in 2019 are completed and have been closed out by FEMA. The last remaining part is the closeout of a small trail west of the bridge.

H. MoPac Connector (Cass County): Paul Zillig discussed the current status of the MoPac connector project, work with the MoPac Alliance, the funds (\$8.3 million) provided by the Nebraska Legislature, and how those funds will be administered by the NGP to LPSNRD for the trail development. LPSNRD recently met with NGP to discuss the process. More information is needed. LPSNRD will be meeting in a few weeks with the MoPac Alliance to hear their progress on a possible route and the project. An evaluation of any route will likely be needed.

- I. State Parks and Trails: Bill Oligmueller announced the appointment of Jim Swenson as the new NGPC Deputy Director, Jeff Fields as the new Parks Director, and the retirement of Bob Bergholz. Oligmueller gave an update on the parks along the corridor. The Schram Aquarium has a new treehouse classroom and the canyon ponds are being renovated. Platte River State Park will have ADA trails and new restrooms and parking. Mahoney will have greenhouse expansion and new pool/lazy river. Schram and Louisville Parks will have more trails. NGP has less summer help this year so some parks will be experiencing shorter hours and reduced activities. Mahoney is almost 50% short on seasonal help.
- J. Updates from NDEE: Anderson and Chapman provided an update on related NDEE projects and activities, including Federal funding for source water, work with UNL on statewide nitrate campaign project, partnering with UNL to resurrect the Nebraska Wellhead Protection Network that has been mostly defunct since Groundwater Foundation moved to Ohio and contract expired, V-TAPS project, and announcement of UNL's hire of a Source Water Educator.
- K. Lower Platte River Cameras / Stream Gage Project Update: Mountford reported that the river cameras were installed and assisted in observing river flows and ice movement this past winter. The project was funded by LPNNRD, PMRNRD, Dodge County and the City of Fremont, and the group is also working with USGS. Timelapse cameras are located on bridges at Highways 15, 77, 79 and 64. There is also a camera installed on the Loup Power Canal property at the confluence of the Platte and Loup Rivers. The cameras take photos every 15 minutes.
8. Future Projects/Studies:
- A. Water Quality Management Plan – 319 Projects and Implementation, Applications to EPA: Mountford reported that LPNNRD is planning to submit a Project Implementation Plan (PIP) for both priority watersheds in the next 12 months. Woodward said their application for 319 funding for work in multiple watersheds, including Buffalo Creek, Turtle Creek, Turkey Creek-Platte River, and Zwiebel Creek-Platte River, has already been through review with NDEE and they're a few weeks away from submitting the PIP to EPA. The PIP has a major emphasis on administration, education and projects benefiting the City of Springfield, but also provides for urban and rural BMPs. It also includes those portions Turkey Creek and Zwiebel Creek which extend south of the river, therefore LPSNRD will be involved in some capacity.
- B. Water Quality Management Plan Update: Potter stated the LPRCA Water Quality Management Plan (WQMP) was approved in 2019 and will be due for its five-year update in 2024. Pillard shared some information he received recently from Elbert Traylor with NDEE indicating that the update could be handled through an addendum and would not require a lengthy process. Chapman and Beethe concurred and offered their interpretation. It is understood that PIPs can only be submitted under a current plan. Having a management plan expire in the middle of an implementation project will not have any effect on the active project. Potter asked LPNNRD and PMRNRD on their continued involvement in the WQMP and direction for update. Both districts indicated that an update of the WQMP is warranted. Potter will continue researching the update requirements, estimated cost and timeframe, and any needed funding agreements. LPRCA and three NRDs will need to budget for an

update in FY24. With an approved WQMP, projects within the priority 1 areas of the plan within the corridor are eligible for 319 funding. Any community or agency within the corridor is eligible to apply.

C. Lower Platte River Aquatic Ecosystem Restoration Comprehensive Study – Update/Status: Zillig briefly discussed the possible Restoration Comprehensive Study and its current status. There has been no change other than a recent letter has been sent to the U.S. Army Corps of Engineers stating the continued interest of the three NRDs. A meeting is still needed between the three NRDs and the U.S. Army Corps of Engineers to discuss needs and priorities. The NRDs have been waiting to meet until after the DNR studies are completed; as a change in direction with the study may be warranted. A meeting is expected to happen sometime this summer.

D. Discussion of any other possible projects for LPRCA: Potter asked the group to identify and consider any other projects for the LPRCA. The possible trend analysis of the Louisville stream gage was again mentioned and NDEE and PMRNRD may be interested. More information will be provided. No additional projects were identified at this time.

9. Schedule Next Meeting: The next meeting is tentatively scheduled for October 2022. A doodle poll to the members will be used to determine the best date to have a meeting.
10. Comments, Questions, General Discussion, Adjournment: With no further questions or comments, the meeting ended at approximately 12:30 p.m.

Submitted by: David Potter, Assistant General Manager LPSNRD and Interim LPRCA Coordinator

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attempting to collect a debt and any information obtained will be used for that purpose (No. 103188). For more information, visit www.Southlaw.com
SouthLaw, P.C. 13160 Foster Suite 100 Overland Park, KS 66213-2660 (913) 663-7600 FILE NO. 103188 1104036 9:29 10:6,13,20,27 ZNEZ

NOTICE OF TRUSTEE'S SALE

For default in the payment of debt secured by a deed of trust executed by Robert D Blair and Amber B Blair, dated March 26, 2007, and recorded on April 3, 2007, Document No. 1822, in Book No. 551, at Page 804 in the Office of the Recorder of Deeds, Cass County, Nebraska, the undersigned Successor Trustee will on December 1, 2022, at 10:00 AM, at the West Door of the Cass County Court-house, Plattsmouth, Nebraska, sell at public vendue to the highest bidder for cash:

Lots 16, 17, 18, and 19, Block 3, Original Village of Murdock, Cass County, Nebraska, commonly known as 113 Colorado St, Murdock, NE, 68407, subject to all prior easements, restrictions, reservations, covenants and encumbrances now of record, if any, to satisfy the debt and costs. Liliانا E. Shannon, Successor Trustee
First Publication: October 20, 2022
NOTICE Pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. §1692c(b), no information concerning the collection of this debt may be given without the prior consent of the consumer given directly to the debt collector or the express permission of a court of competent jurisdiction. The debt collector is attempting to collect a debt and any information obtained will be used for that purpose (No. 234601). For more information, visit www.Southlaw.com
SouthLaw, P.C. 13160 Foster Suite 100 Overland Park, KS 66213-2660 (913) 663-7600 FILE NO. 234601 1107746 10:20,27 11:3,10,17 ZNEZ

NOTICE OF TRUSTEE'S SALE

You are hereby notified that the following property will be sold at public auction to the highest bidder without warranty, by Shelly M. Casarez, Successor Trustee, on November 17, 2022 at inside the east door, Justice and Law Enforcement Center, 575 South 10th Street, in the City of Lincoln, at 10:00 AM for the purpose of foreclosing a Trust Deed executed by Beth M. Baumgartner, as Trustor, in favor of Mortgage Electronic Registration Systems, Inc. as Beneficiary, as nominee for Decision One Mortgage Company, LLC, its successors and assigns as Beneficiary, and Thomas H. Penke as Trustee. The Trust Deed was filed for record on July 24, 2006, as Instrument No. 2006036309. The trust property affected is legally described as follows:
Lot Twenty Three (23), Block 6, Bethany Park, Lincoln, Lancaster County, Nebraska. TAX # 17-21-246-023-000. Purportedly known as 6930 Vine Street, Lincoln, NE 68505 (the undersigned disclaims liability for any error in the address).

Deutsche Bank National Trust Company as Trustee for MASTR Specialized Loan Trust 2007-01 Mortgage Pass-Through Certificates is the current Beneficiary of the Trust Deed. Record owner of the property as of the recording of the Notice of Default is reported to be Beth M. Baumgartner. The highest bidder will deposit with the

Trustee, or the attorney for the Trustee, a \$5,000.00 deposit in the form of a bank or credit union cashier's check or a bank official check, payable to Halliday, Watkins & Mann, P.C. The successful bidder must tender the deposit at the sale and the balance of the purchase price by 12:00 noon the following business day. The balance must be in the form of a wire transfer, bank or credit union's cashier's check, or bank official check payable to Halliday, Watkins & Mann, P.C. A bank or credit union cashier's check must be pre-printed and clearly state that it is a cashier's check. A bank official check must be pre-printed and clearly state that it is an official check. The requirement is waived when the Beneficiary is the highest bidder. Successor Trustee disclaims liability for any error in the street address shown herein. Successor Trustee may void sale due to any unknown facts at time of sale that would cause the cancellation of the sale. If sale is voided, Successor Trustee shall return funds to bidder, and the Successor Trustee and Beneficiary shall not be liable to bidder for any damages. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Beneficiary, Trustor, Successor Trustee, or the Successor Trustee's attorney. This is an attempt to foreclose a security instrument and any information obtained will be used for that purpose. Dated this 3 day of October, 2022.
/s/ Shelly M. Casarez, Successor Trustee
376 East 400 South, Suite 300 Salt Lake City, UT 84111 Telephone: 801-355-2886 Office Hours: Mon.-Fri., 8AM-5PM (MST) File No. NE10140
1110240 10:6,13,20,27 11:3 ZNEZ

NOTICE OF ORGANIZATION

Notice is hereby given that Bel-Fig Property Acquisitions LLC has been organized under the laws of the State of Nebraska. The designated office of the Company is 200 S 21ST ST STE 400A LINCOLN NE 68510. The registered agent of the Company is Lydia Belmudez-Casarez, 200 S 21ST ST STE 400A LINCOLN NE 68510. The general nature of the business will be to engage in the transaction of any or all lawful business, for which a limited liability company may be organized under the laws of the State of Nebraska. The Company commenced its existence on September 06 2022, and its duration shall be perpetual. Organizer Name: Lydia Belmudez-Casarez. 1111820 10:13,20,27 ZNEZ

NOTICE OF ORGANIZATION

Notice is hereby given that Blohnson LLC has been organized under the laws of the State of Nebraska. The designated office of the Company is 3221 MORRITT STREET, ROCA, NE 68430. The registered agent of the Company is Registered Agents Inc, 200 S 21ST ST, STE 400A, LINCOLN, NE 68510. The general nature of the business will be to engage in the transaction of any or all lawful business, for which a limited liability company may be organized under the laws of the State of Nebraska. The Company commenced its existence on August 18 2022, and its duration shall be perpetual. Organizer Name: Blake Johnson. 1113614 10:20,27 11:3 ZNEZ

NOTICE OF ORGANIZATION

Notice is hereby given that Collins Exclusive Moving LLC has been organized under the laws of the State of Nebraska. The designated office of the Company is 4311 STARR ST, LINCOLN, NE 68503. The registered agent of the Company is Daelin M Collins, 4311 STARR ST, LINCOLN, NE 68503. The general nature of the business will be to engage in the transaction of any or all lawful business, for which a limited liability company may be organized under the laws of the State of Nebraska. The Company commenced its existence on September 21 2022, and its duration shall be perpetual. Organizer Name: LegalZoom.com, Inc., 1113617 10:20,27 11:3 ZNEZ

NOTICE OF ORGANIZATION

NOTICE IS HEREBY GIVEN that Cultivate Omaha, LLC has been organized under the laws of the State of Nebraska. The initial designated office of the Company is 5117 Webster Street, Omaha, NE 68132. The initial registered office of the Company is 5117 Webster Street, Omaha, NE 68132 and the name of the initial registered agent of the Company at such address is Leah Struthers. The purpose for which the Company is organized is to engage in any and all lawful business for which a limited liability company may be organized under the laws of the State of Nebraska. The Certificate of Organization was executed on the 21st day of October 2022
1115307 10:27 11:3,10 ZNEZ

NOTICE OF ORGANIZATION

Notice is hereby given that EZ T-Shirt Printing, LLC, a Nebraska Limited Liability Company, has been organized under the laws of the state of Nebraska, with its initial designated office at 1310 S 197th Avenue, Omaha, NE 68130. The initial agent for service of process of the Company is Eric Farahani at 1310 S 197th Avenue Omaha, NE 68130.
1111916 10:13,20,27 ZNEZ

NOTICE OF ORGANIZATION

OF LIMITED LIABILITY COMPANY
NOTICE IS HEREBY GIVEN that there has been organized under the Nebraska Uniform Limited Liability Company Act, the following-named limited liability company: FAHEY INVESTMENTS, LLC. The street and mailing address of the initial designated office is 5820 S 89th St., Lincoln, Lancaster County, Nebraska 68526. Spencer R. Fahey is the initial agent at such address for purposes of service of process. FAHEY INVESTMENTS, LLC, A Nebraska Limited Liability Company
1113629 10:20,27 11:3 ZNEZ

NOTICE OF ORGANIZATION

Notice is hereby given that HELIX ENTERPRISE, LLC has been organized under the laws of the State of Nebraska. The designated office of the Company is 5945 S 56TH ST #100 LINCOLN NE 68516. The registered agent of the Company is Grant Timothy Essink, 11410 SOUTH 168TH AVE GRETNA NE 68028. The general nature of the business will be to engage in the transaction of any or all lawful business, for which a limited liability company may be organized under the laws of the State of Nebraska. The Company commenced its existence on September 14 2022, and its duration shall be perpetual. Organizer Name: Grant Timothy Essink, DDS. 1113627 10:20,27 11:3 ZNEZ

NOTICE OF MEETING

Notice is hereby given that a meeting of the Lower Platte River Corridor Alliance will be held on November 9, 2022 starting at 10:00 a.m. at the Lower Platte South NRD office, 3125 Portia Street, Lincoln, NE 68501. An agenda of the meeting shall be kept continually current and is available for public inspection on the LPRCA website (<https://www.lowerplatte.org>) and at the office of the Lower Platte River Corridor Alliance, 3125 Portia Street in Lincoln, Nebraska between the hours of 8:00 a.m. and 4:30 p.m. on regular business days. Individuals with disabilities may request auxiliary aids and services necessary for participation by contacting the LPRCA office at (402) 476-2729 prior to meeting date. 1115193 10:27 ZNEZ

NOTICE OF PUBLICATION TO- APRIL IBARRA

You are hereby notified that on June 14th, 2022 the Plaintiff, General Collection Company filed a Petition in the County Court of LANCASTER County, Nebraska against you shown as Case Number CI 22-5017 the object and prayer of which is a judgment in the amount of \$5580.83 plus court costs, attorney's fees and pre-judgement interest pursuant to Nebraska Revised statute Section 25-1801. The petition prays that judgment be entered against you. You are hereby notified that you must answer the petition on or before the 10th day of December, 2022 at the LANCASTER County Court of Nebraska.
By:
Law Offices, Attorney for Plaintiff
James H. Truill #14258
Jan I Reeves #21753
308 N Locust St. Ste. 306
Grand Island, NE 68801
(308)-384-0200
sherrytruill.com
1115400 10:27 11:3,10 ZNEZ

NOTICE OF ORGANIZATION

OF PARK DAVIS, LLC
Notice is hereby given that Park Davis, LLC has been organized under the laws of the State of Nebraska with its designated office at 626 Waterfront Place, Lincoln, NE 68528. The general nature of the business to be transacted and carried on by it shall be to engage generally in the transaction of any or all lawful business for which a limited liability company maybe organized in Nebraska. Specifically, the limited liability company shall engage in the business of real estate. The stated capital of the limited liability company shall consist of \$1,000.00. The limited liability company shall have perpetual existence, become effective, and commence doing business on the 13th day of October, 2022. The address of the registered office of the limited liability company is 819 O Street, Lincoln, NE 68508. The name of the registered agent is Gregory A. Greder. Dated this 14th day of October, 2022.
By Gregory A. Greder, #19302
Attorney at Law 819 O Street
Lincoln, NE 68508, 402-423-9020,
402-903-4001 FAX
1113644 10:20,27 11:3 ZNEZ

NOTICE OF ORGANIZATION

Notice is hereby given that PRO-FILE ORTHODONTICS, LLC has been organized under the laws of the State of Nebraska. The designated office of the Company is 5945 S. 56TH ST. #100 LINCOLN NE 68516. The registered agent of the Company is Grant Timothy Essink, 11410 SOUTH 168TH AVE. GRETNA NE 68028. The general nature of the business will be to engage in the transaction of any or all lawful business, for which a limited liability company may be organized under the laws of the State of Nebraska. The Company commenced its existence on September 14 2022, and its duration shall be perpetual. Organizer Name: Grant Timothy Essink, DDS. 1113627 10:20,27 11:3 ZNEZ

nature of the business will engage in the transaction of all lawful business, for which a limited liability company may be organized under the laws of the State of Nebraska. The purpose of which the Company is organized is to engage in the business of dentistry. The Company commenced its existence on September 21 2022, and its duration is perpetual. Organizer Name: Timothy Essink, DDS. 1113620 10:20,27 11:3 ZNEZ

PROPOSALS TO PERFORM ENGINEERING SERVICES

Proposals for engineering services to provide design and permit services and other necessary to perform all work described. Request for Proposals entitled: Perkins County Canal Project will be received at 245 Fallbrook Blvd., Suite 201, Lincoln, NE by 1:00 P.M. on December 8, 2022. The Selection Committee will select Consultants to be selected. Proposals shall be in conformance with the requirements outlined in the RFP. For a complete RFP contact:
Project Contact: Jesse Bradley
Phone: 402-219-1357, jesse.bradley@nebraska.gov
Proposals mailed to this office be addressed to:
Attn: Jesse Bradley Department of Natural Resources
245 Fallbrook Blvd., Suite 201
Lincoln, NE 68521-6729
Proposals delivered in person be delivered to:
Attn: Jesse Bradley Department of Natural Resources
245 Fallbrook Blvd., Suite 201
Lincoln, NE 68521-6729
NOTICE: Proposals submitted via facsimile transmission are NOT ACCEPTABLE.
The State of Nebraska, Department of Natural Resources reserves the right to reject any or all proposals and re-advertise for proposals. Further reserves the right to any informality or irregularity. 1115357 10:27 ZNEZ

NOTICE OF MEETING

A meeting of the Nebraska Board of Public Accountancy will be held Thursday, November 10, 2022, via virtual conference in accordance with the Nebraska Open Meeting Act/LB83. The meeting will convene at 8:30 a.m. on November 10, 2022 and will continue that date until recessed or adjourned, whichever shall occur. To join the virtual conference, you may contact the Board office at 402-471-3595 and staff will provide you detailed instructions on how to join. A physical attendance sheet will be maintained at the Board's First Nebraska Administrative office, 1526 K Street, Suite 100, Lincoln, Nebraska. The agenda, which is kept continually current, is available on the Board's website: <https://nbpba.nebraska.gov/public/board-meetings>. Pursuant to the Americans with Disabilities Act, 1990, please inform our office at least 48 hours in advance if you have a disability or require special accommodations to attend the meeting. 1115326 10:27 ZNEZ

NOTICE OF MEETING

The Nebraska Racing & Gaming Commission has scheduled a meeting for Wednesday, November 2, 2022, at 1:30 pm at Horse Park, 6303 Q Street, Omaha 68117. An agenda and any additional changes will be posted on the website at: <http://racingcommission.nebraska.gov>. 1115348 10:27 ZNEZ



Dodge County – Elkhorn Township Drainage Improvement

Project Sponsor Update Meeting
Fremont City Council
Dodge County Board
Lower Platte North NRD Board



Meet the Team



Kevin Kruse, PE

SENIOR PROJECT MANAGER

402-450-3598

kkruse@jeo.com



Agenda

01

Project Background

Current Project Funding Source
Project Goals & Objectives
Relationship to Other Flood Risk Reduction Projects

02

Study Process and Findings

Existing Conditions Analysis
Deficiency Identification

03

Alternatives Development

Alternate Improvement Screening
Preferred Alternative
Project Benefits
Project Costs

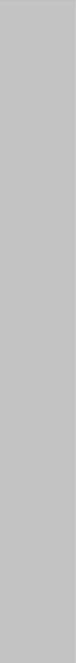
04

Next Steps



Project Background

01



Project Background

- Following 2019 Flooding
 - Joint Water Management Advisory Board (JWMAB)
 - Hazard Mitigation Grant Program (FEMA) – Advanced Assistance
 - Elkhorn Township (Eastern Fremont/Southeastern Dodge County)
 - Project Screening and Scoping
- Locally Led Consultant Selection Process – May 2021
- Evaluation Process Began – July 2021



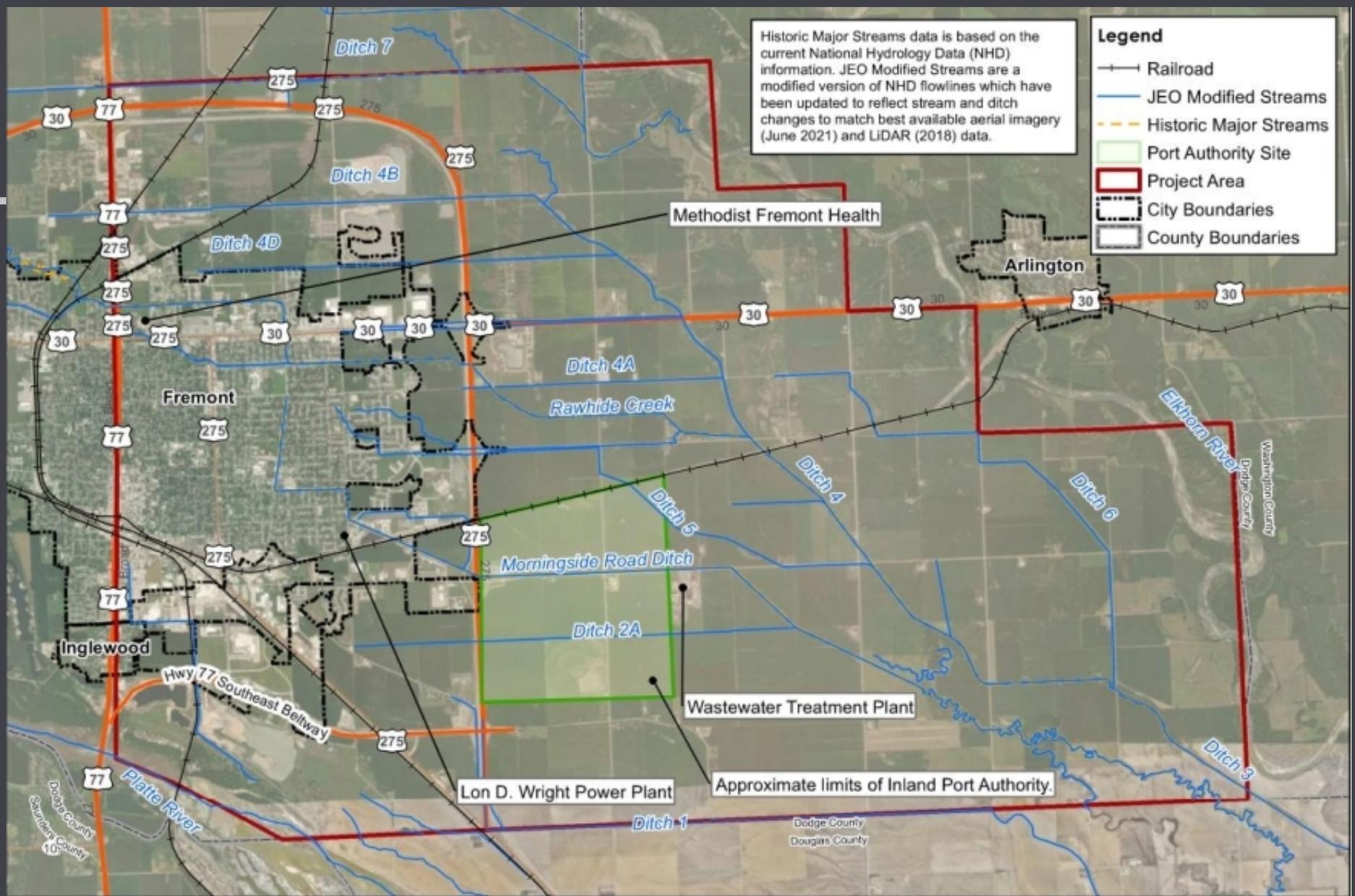
Project Background

– Project Goals and Objectives

“A project study will be completed to assess Fremont's internal drainage needs and examine the out-letting drainage ditch system in the Elkhorn Township area east of Fremont. This project will assess the holistic situation and propose project alternatives to be pursued.”

Develop a FEMA eligible project to reduce flood risk.





Created By: BP
 Date: 5/25/22
 Revised: 11/7/22
 Software: ArcGIS 10.8.1

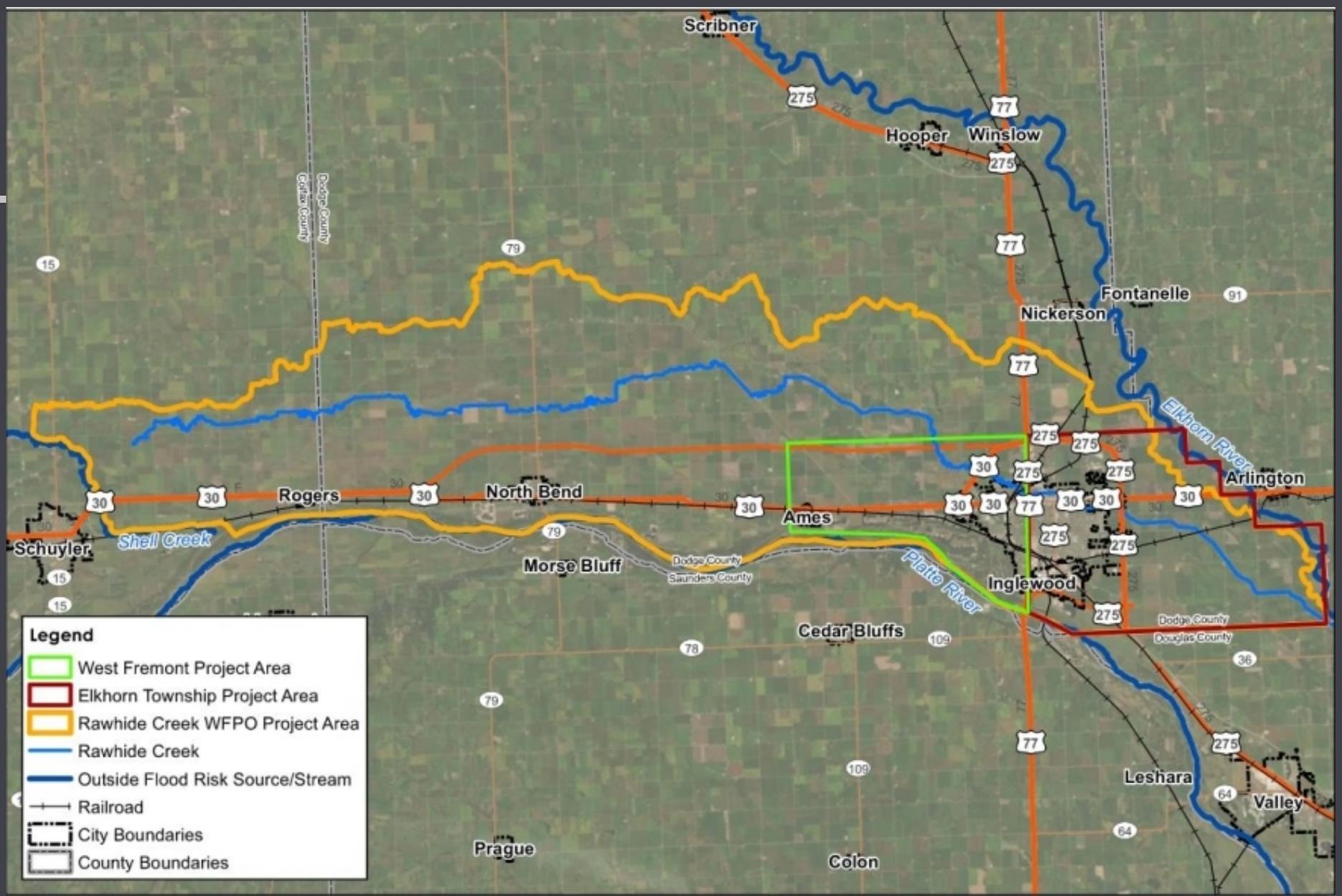
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Project Area Overview

Elkhorn Township Drainage Evaluation

0 0.5 1 Miles





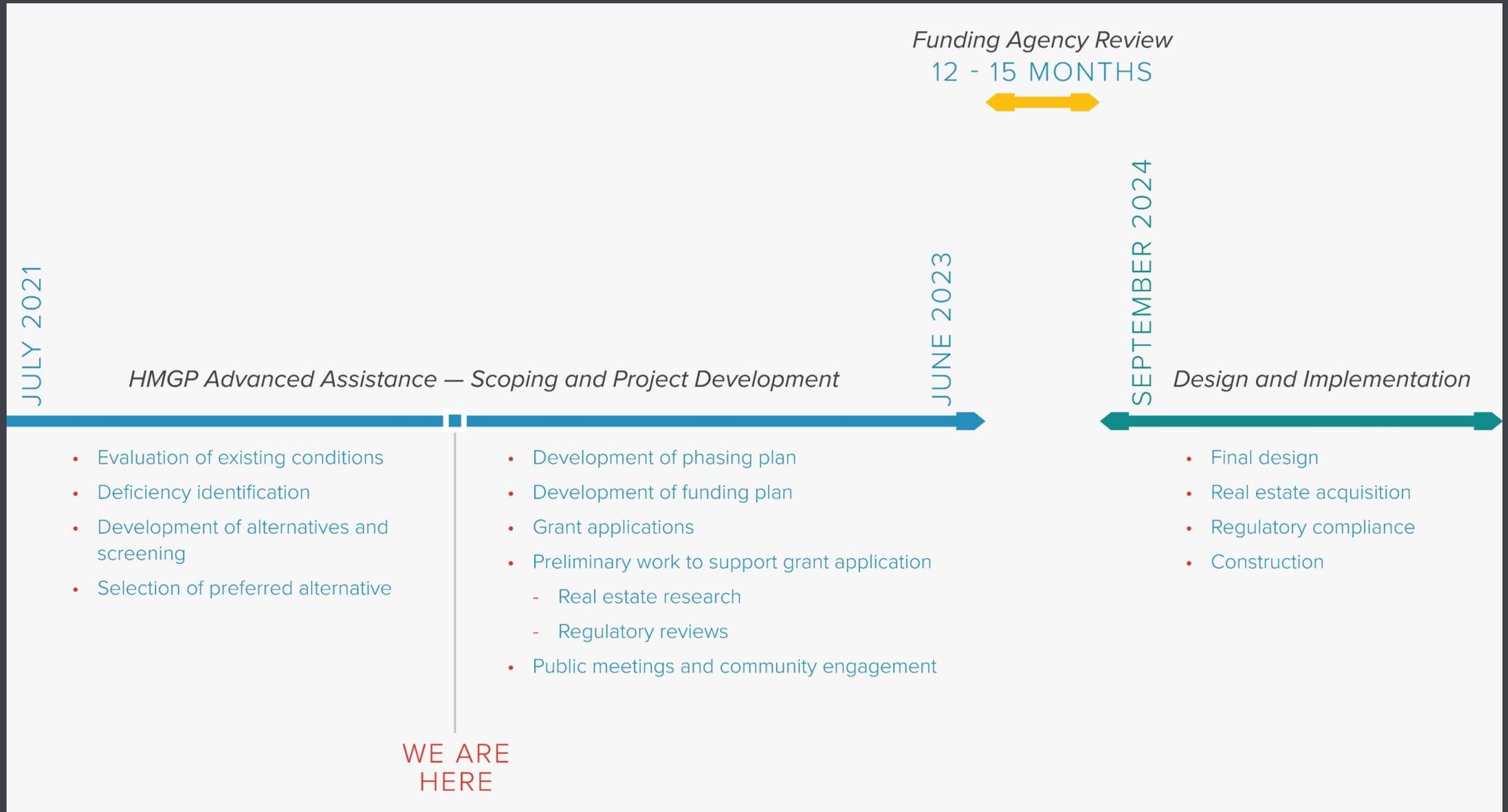
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Figure 2: Adjacent Projects
 Elkhorn Township Drainage Evaluation



Study Process and Findings





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 Revised: 11/1/22
 Software: ArcGIS 10.8.1

Figure 6: Existing Conditions - 5 Year Storm

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Elkhorn Township Drainage Evaluation

0 1 2 Miles





Legend

Max. Flood Depth (ft)

15.51

0.00

—+— Railroad

▭ Project Area

▭ City Boundaries

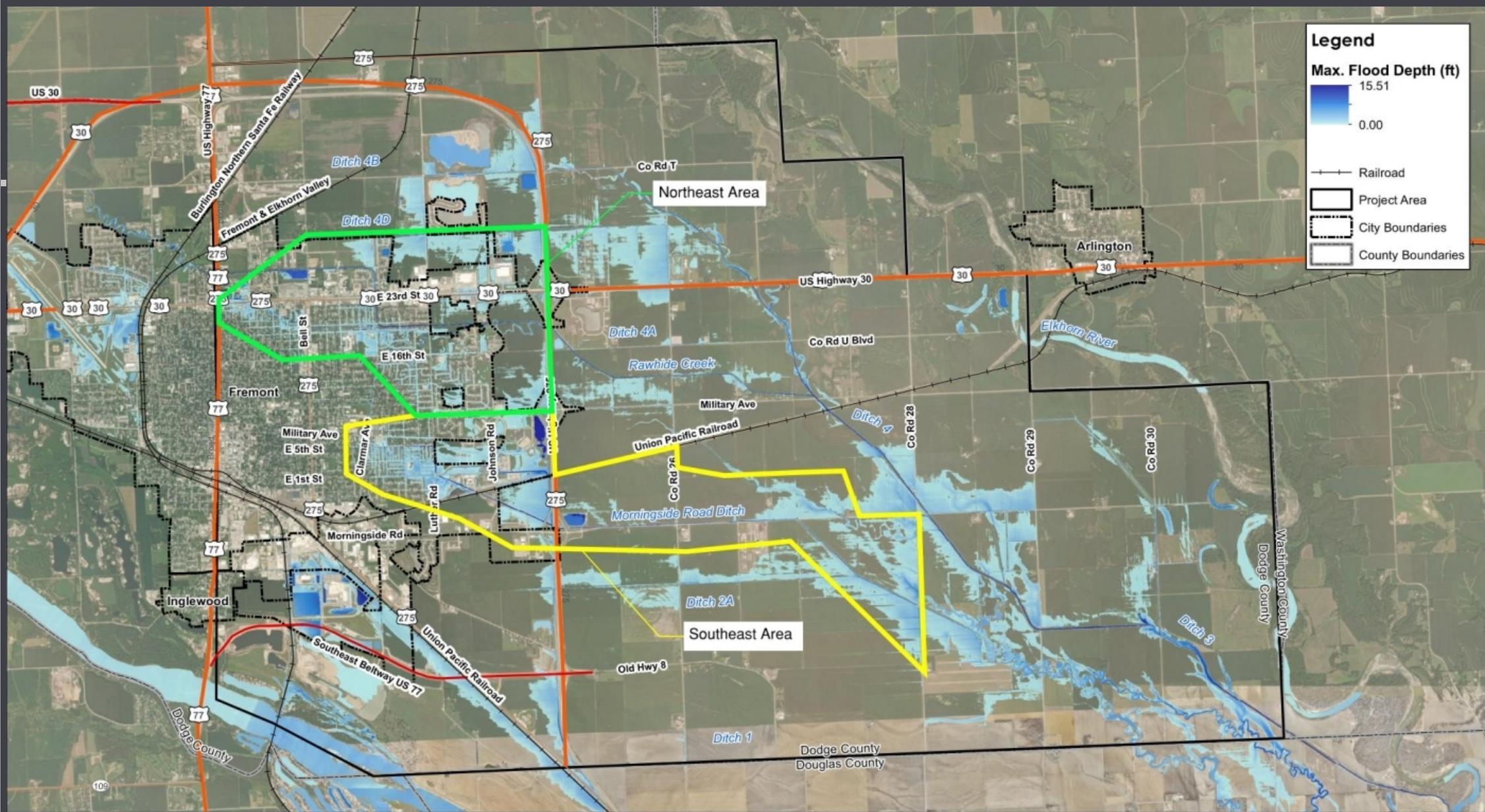
▭ County Boundaries

Created By: BP
 Date: 5/25/22
 Revised: 11/1/22
 Software: ArcGIS 10.8.1

Figure 6: Existing Conditions - 5 Year Storm

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Legend

Max. Flood Depth (ft)

15.51

0.00

—+— Railroad

▭ Project Area

▭ City Boundaries

▭ County Boundaries

Created By: BP
 Date: 5/25/22
 Revised: 11/1/22
 Software: ArcGIS 10.8.1

Figure 6: Existing Conditions - 5 Year Storm

Elkhorn Township Drainage Evaluation

0 1 2 Miles



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Alternatives Development

- Alternative Development of a FEMA Eligible Project
 - Flood Risk Reduction
 - Meets Benefit Cost Analysis Criteria
- Alternatives investigated
 - Alternate outlet channel to the Platte River
 - Groundwater de-watering system (wells)
 - Rural ditch/creek improvements
 - Storm sewer improvements
 - Large regional detention pond
 - Rural ditch/creek cleanout/maintenance



Alternatives Development

- Alternative Outlet Channel to Platte River
 - Platte River flood elevations are higher than Elkhorn River (water would need to flow uphill)
 - Significant utility and roadway impacts going South to Platte River
 - Ruled out from further consideration



Alternatives Development

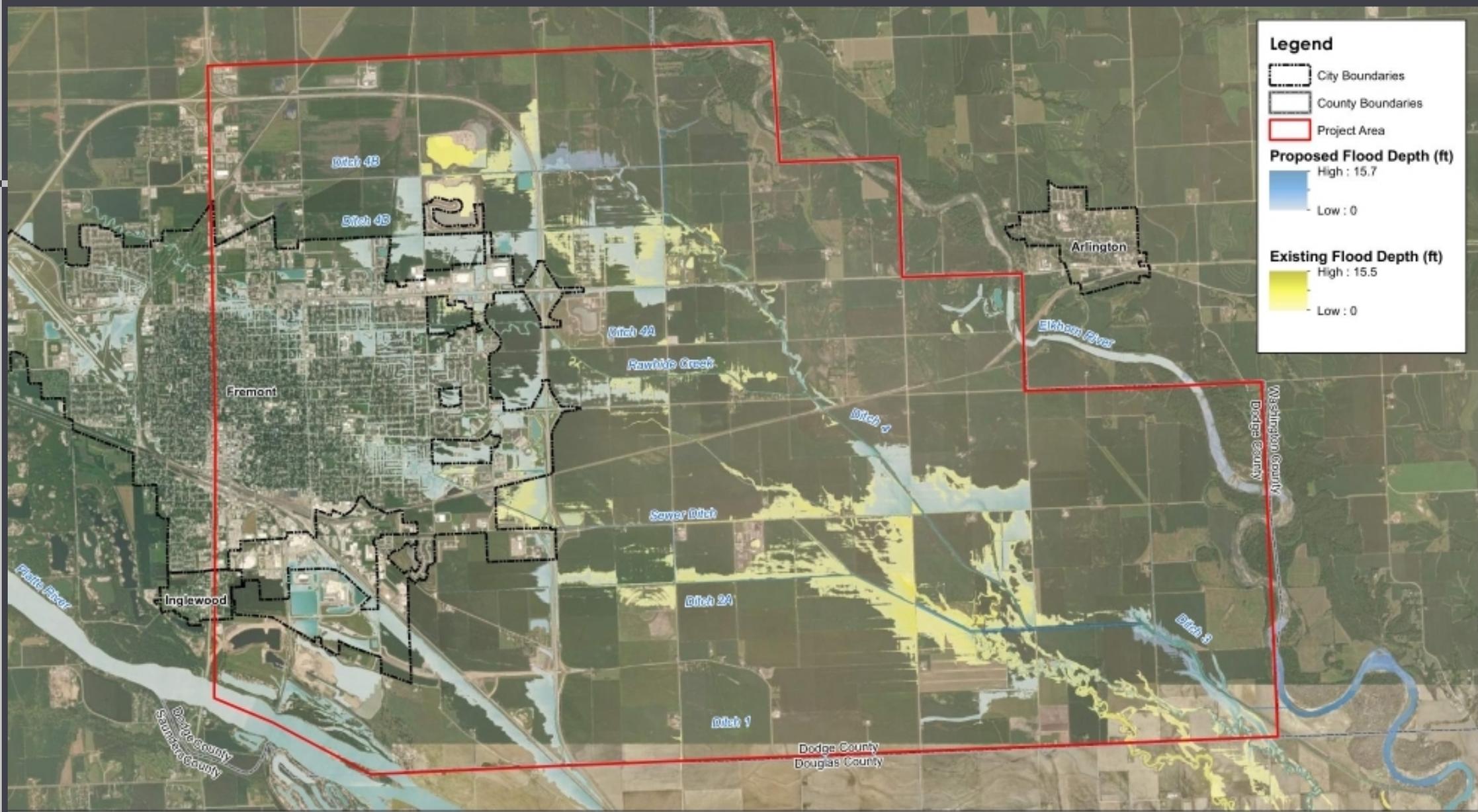
- Groundwater De-watering System
 - Network of connected high-capacity wells pumping continuously
 - Discharge would still need to be conveyed safely
 - Very little redundancy
 - Better application for addressing wet basements little impact to flood risk reduction from surface water
 - Ruled out from further consideration



Alternatives Development

- Rural Ditch/Creek Cleanout and Maintenance (ONLY)
 - Develop a dedicated, long term effort to clean out existing channels
 - Restore to original shape
 - Remove trees/debris/log jams
 - No channel widening/only cleaning
 - Does have minimal impact in rural areas for small, high-frequency events, BUT
 - Little to no improvement for urban areas
 - Larger storm events (2 year event and larger) still inundate rural areas





Legend

- City Boundaries
- County Boundaries
- Project Area

Proposed Flood Depth (ft)

- High : 15.7
- Low : 0

Existing Flood Depth (ft)

- High : 15.5
- Low : 0

Created By: CEO
 Date: 3/24/22
 Software: ArcGIS 10.8.1

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1997 Improvements - 5 Year Storm

Elkhorn Township Drainage Improvements



Alternatives Development

- Storm Sewer Only Improvement
 - Trunk line storm sewer improvements for each of the major systems
 - Without downstream channel improvements little to no reduction in flood extents



Alternatives Development

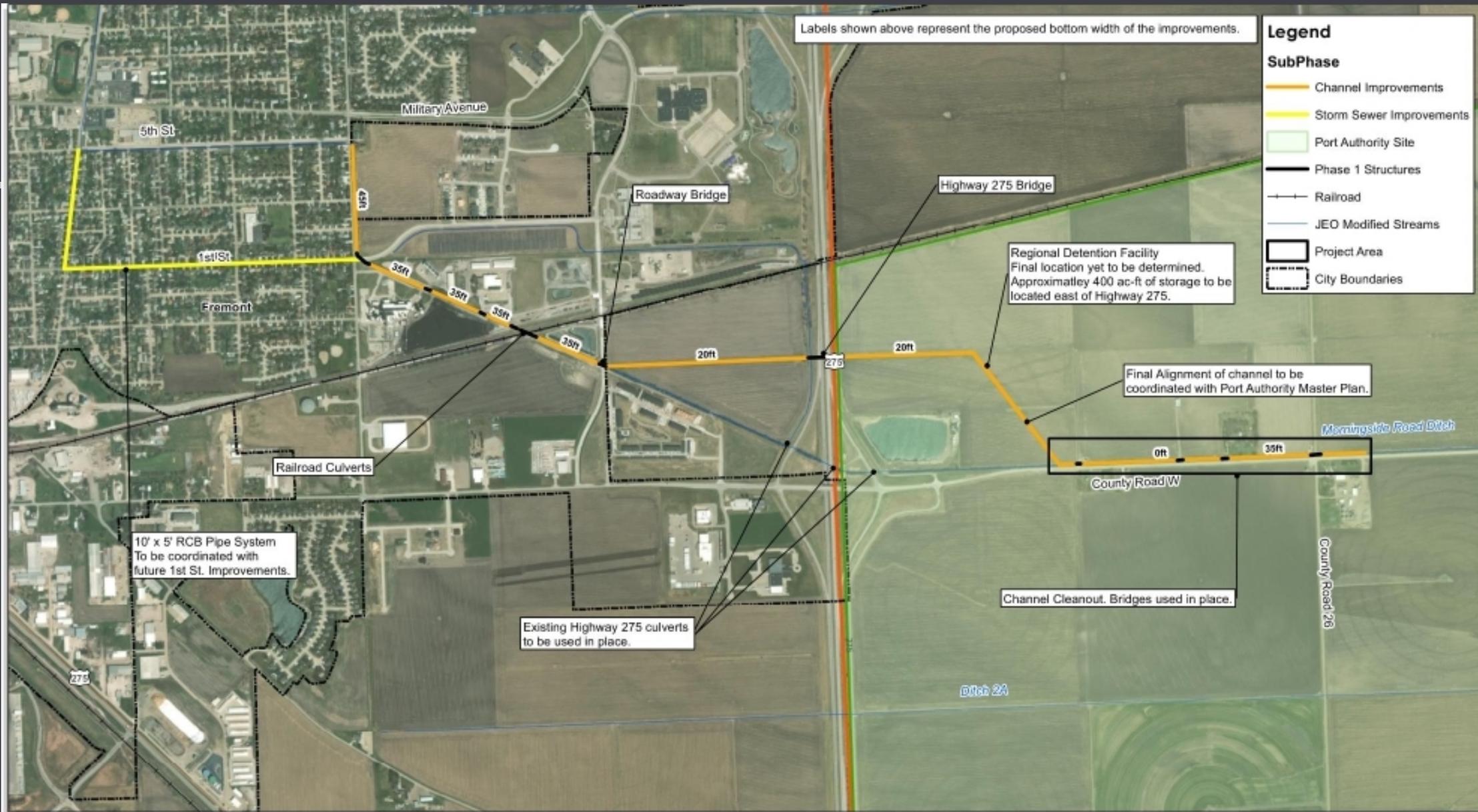
- Detention Pond(s) Only Improvement
 - Publicly owned and/or undeveloped properties reviewed for detention (west of Highway 275)
 - Depending on the location/size of detention, there may be some reduction of flood risk downstream – but very little improvement upstream



Alternatives Development

- Preferred Alternative
 - Detention facility east of Highway 275
 - Channel improvements west of detention facility
 - Culvert improvements at US 275 and Union Pacific Railroad
 - Storm sewer improvements
 - 1st St from Luther Rd to Clarmar St
 - Clarmar St. from 1st St to 3rd St
 - Channel/Culvert maintenance on 5th St. from Clarmar to Luther Rd
 - Operation and Maintenance on rural ditch network that isn't improved





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 Date: 5/25/2022
 Revised: 11/7/2022
 Software: ArcGIS 10.8.1

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Recommendation 1 Phase 1B

Elkhorn Township Drainage Evaluation





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 Date: 10/6/22
 Revised: 11/1/22
 Software: ArcGIS 10.8.1

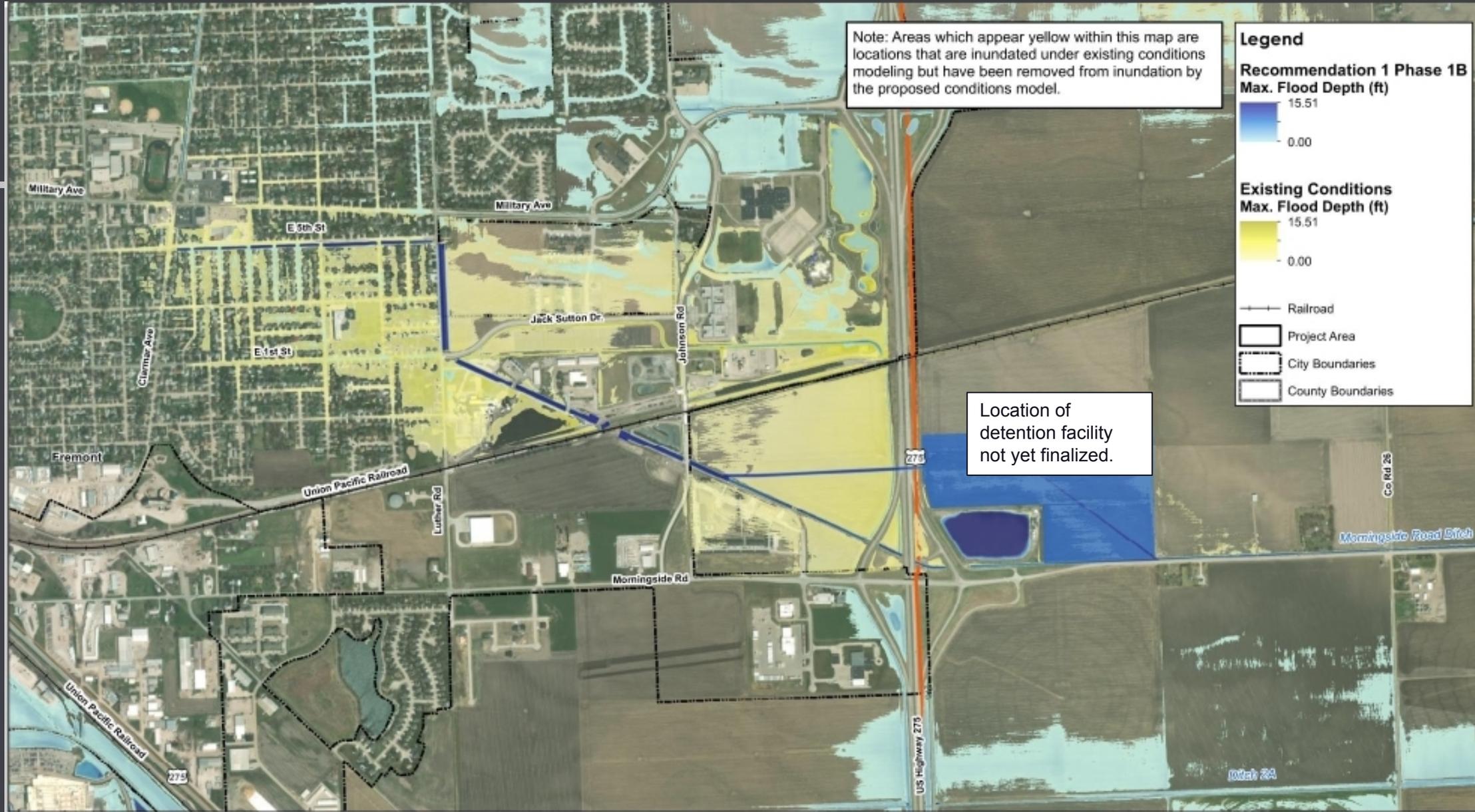
Figure 16: Recommendation 1 Phase 1B Results - 5 Year Storm

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Elkhorn Township Drainage Evaluation

0 0.5 1 Miles





Created By: CEO
 Date: 11/7/22
 Software: ArcGIS 10.8.1

Recommendation 1 Phase 1B Results - 5 Year Storm

Elkhorn Township Drainage Evaluation

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0 0.125 0.25 Miles



Alternatives Development

- FEMA Project Eligibility
 - Several programs available
 - Hazard Mitigation Grant Program (HMGP)
 - Flood Mitigation Assistance (FMA)
 - Building Resilient Infrastructure in Communities (BRIC)
 - Benefit Cost Analysis
 - FEMA methodology
 - Project Benefits
 - Structural Damage Avoidance
 - Social Damage Avoidance
 - Project Costs
 - Design/Permitting/Administration
 - Real Estate Acquisition
 - Construction
 - Long Term O&M



Alternatives Development

Preferred Alternative Project Benefits	
Urban Flood Risk Reduction	~300 urban properties for 5 year event
Rural Flood Risk Reduction	105 acres for 5 year event
Structural Damage Avoidance	\$65 million to \$75 million
Social Damage Avoidance	\$1.5 million to \$2.0 million
Environmental Benefits	\$2.0 million to \$7.5 million
Total Preliminary Benefits	\$70 million to \$85 million
Preliminary Benefit Cost Ratio	1.27 - 1.55
Additional benefits to be considered	<ul style="list-style-type: none"> Impacts to utilities Impacts to publicly or non-profit owned property Impacts to City/County road network Loss of agricultural production



Alternatives Development

Preferred Alternative Conceptual Opinion of Costs

Phases	Construction Estimate *	Professional Services **	Land Acquisition/Easements ***	Total
Segment 1 - Detention Pond	\$ 6,374,000.00	\$ 1,619,000.00	\$ 950,000.00	\$ 8,943,000.00
Segment 2 - Highway 275 to Luther Rd.	\$ 18,372,000.00	\$ 4,668,000.00	\$ 308,000.00	\$ 23,348,000.00
Segment 3 - Luther Rd. to Clarmar	\$ 18,425,000.00	\$ 4,631,000.00	\$ 36,000.00	\$ 23,092,000.00
	\$ 43,171,000.00	\$ 10,918,000.00	\$ 1,294,000.00	\$ 55,383,000.00

* Construction estimates include major items of construction (2022 estimates) as well as 30% contingency.

** Professional Services includes budgetary estimates for design engineering, survey, construction administration, legal, fiscal and permitting services.

*** Land Acquisition includes budgetary estimates for ROW acquisition @ \$20,000/acre, Temp Easement @ \$3,000/acre and Spoils Disposal @ \$3,000/acre.



Next Steps (Project Team)

- Advance FEMA BRIC Grant Application
 - Nearly complete application developed June 2023
 - Work with NEMA/FEMA on responses for additional information as needed
- Development of funding plan
 - Identify other funding mechanisms if NEMA/FEMA grant is not received
- Real Estate and Regulatory Review of Preferred Alternative
 - Title Searches to determine existing County owned easements
 - Wetland delineations and regulatory fieldwork
- Facilitation with Port Authority, NDOT, and UPRR
- Public Engagement
 - One on One discussions with property owners – January-February 2023
 - Public Open House – February-March 2023



Next Steps (Sponsors)

- Cost distribution and commitment
 - When final application is submitted a financial commitment letter will be needed
- Development standards and practice
 - City of Fremont has already adopted development standards (storm sewer, detention etc)
 - Any development adjacent to any existing channel should be reviewed very closely to ensure enough room for future channel work
- Floodplain management best practices



Next Steps





Questions?



Kevin Kruse, PE



Senior Project Manager



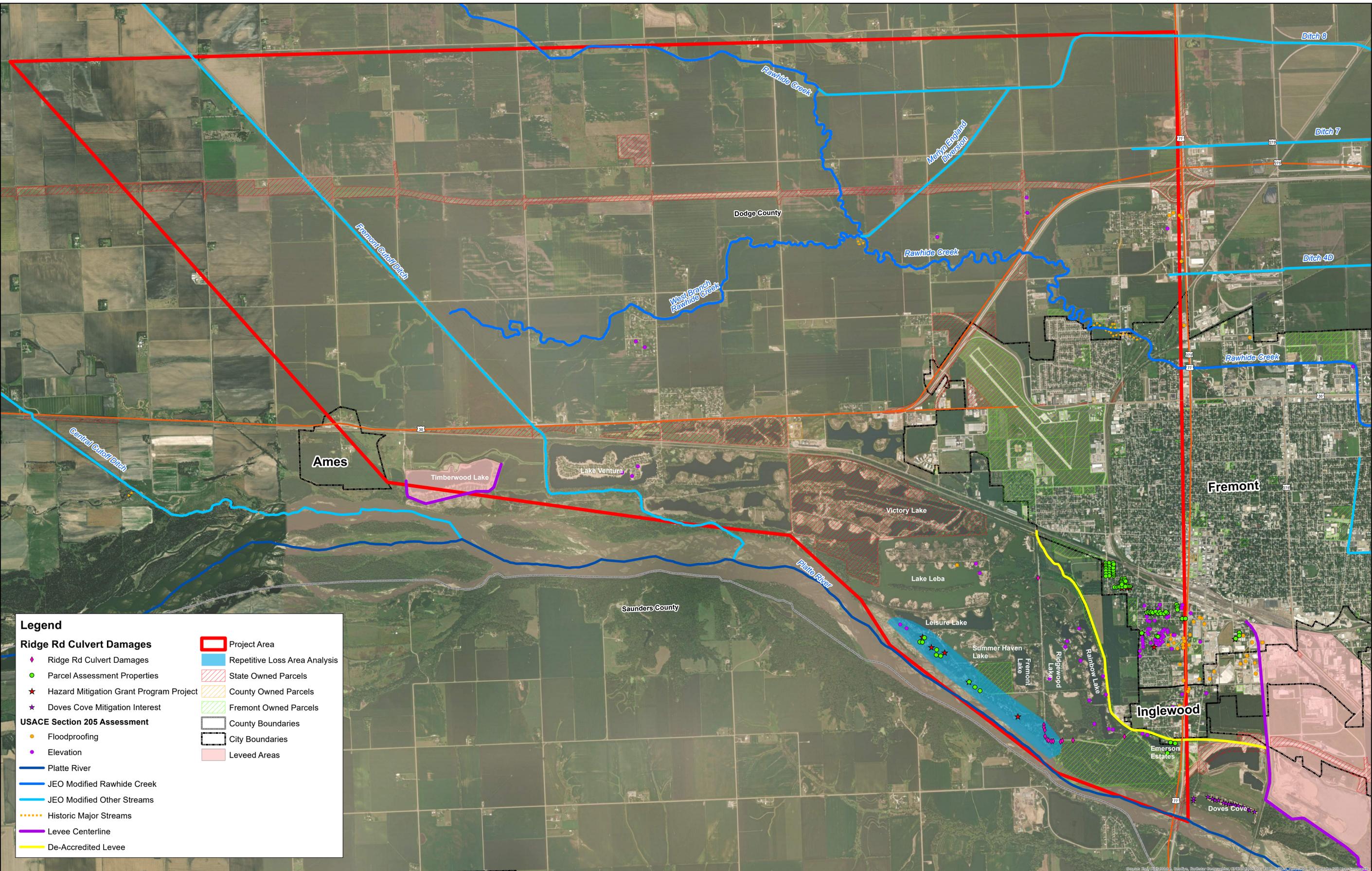
402-450-3598

kkruse@jeo.com



www.jeo.com





Legend

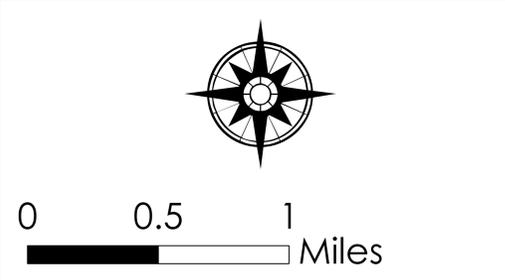
Ridge Rd Culvert Damages

- Ridge Rd Culvert Damages
- Parcel Assessment Properties
- Hazard Mitigation Grant Program Project
- Doves Cove Mitigation Interest

USACE Section 205 Assessment

- Floodproofing
- Elevation
- Platte River
- JEO Modified Rawhide Creek
- JEO Modified Other Streams
- Historic Major Streams
- Levee Centerline
- De-Accredited Levee

- Project Area
- Repetitive Loss Area Analysis
- State Owned Parcels
- County Owned Parcels
- Fremont Owned Parcels
- County Boundaries
- City Boundaries
- Leveed Areas



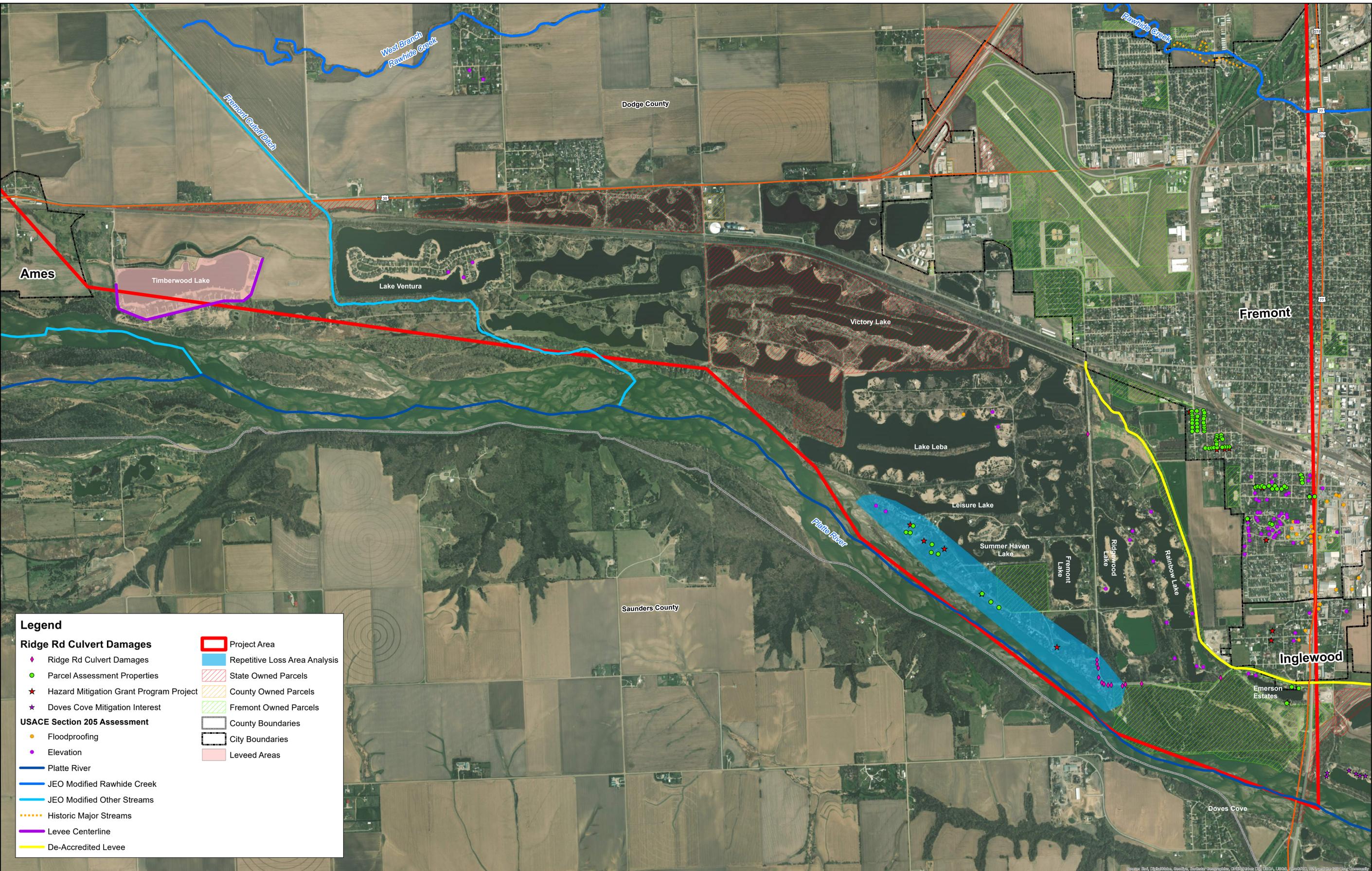
Full Project Area

Platte Township Drainage Study

Created By: CEO
 Date: 11/18/22
 Software: ArcGIS 10.2
 Project#: 201901



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Legend

Ridge Rd Culvert Damages

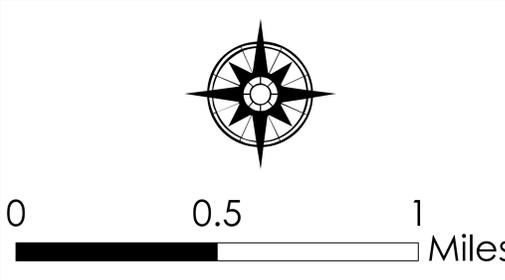
- Ridge Rd Culvert Damages
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- Doves Cove Mitigation Interest

USACE Section 205 Assessment

- Floodproofing
- Elevation
- Platte River
- JEO Modified Rawhide Creek
- JEO Modified Other Streams
- Historic Major Streams
- Levee Centerline
- De-Accredited Levee

Other Legend Items:

- Project Area
- Repetitive Loss Area Analysis
- State Owned Parcels
- County Owned Parcels
- Fremont Owned Parcels
- County Boundaries
- City Boundaries
- Leveed Areas



Focused Project Area

Platte Township Drainage Study

Created By: CEO
 Date: 11/18/22
 Software: ArcGIS 10.2
 Project#: 201901



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RAWHIDE CREEK WATERSHED PLAN - ENVIRONMENTAL ASSESSMENT

JWMAB Update

November 15, 2022

***Dodge County Joint
Water Management
Advisory Board***

 
United States Department of Agriculture
Natural Resources Conservation Service



TODAY'S AGENDA

Background

- Project Background
- WFPO Program
- Watershed Overview

Alternatives

- Purpose & Need
- Potential Alternatives
- Evaluation and Screening

Next Steps

- Schedule

BACKGROUND

- 1) This is a study to:
 - A. Understand flood risks within the Rawhide Creek Watershed
 - B. Identify potential solutions to reduce the risk of flooding within the Rawhide Creek Watershed



BACKGROUND: FUNDING

- 1) NRCS is providing 100% funding for this study
- 2) Requirements identified through Title 390: National Watershed Program Manual
- 3) Coordinate review / approval process with National NRCS Water Management Center



BACKGROUND

- 1) Dodge County JWMAB members will be responsible for operations and maintenance of any projects that are built
- 2) Received grant funding from NRCS for current planning phase
- 3) Hired JEO in September 2021 to assist in plan development

Dodge County Joint Water Management Advisory Board

Contact: Tom Smith

JWMAB Members:

- Fremont
- Dodge County
- Lower Platte North NRD
- Inglewood
- North Bend
- Ames Dike District
- Cotterell Diking and Drainage District
- North Bend Drainage District
- SID #3 – Ventura
- SID #5 – Timberwood
- Elkhorn Township
- Platte Township





BACKGROUND

- Evaluate and reduce flood risk within the Rawhide Creek watershed
- Several flood sources and projects were evaluated
- Multiple other ongoing studies and projects within the region

WFPO PROGRAM OVERVIEW

- Maximum watershed size
- At least 20% of benefits are directly related to agriculture, including rural communities.
- Economic Analysis
- No single structure (practice) can cost more than \$25M federal share
- Sponsors
 - Obtaining Land Rights
 - Permits and Licenses
 - Authority to Levy Taxes
 - Land Treatment above Reservoirs
 - Watershed Management (easements, regulations, etc.)
 - Financial
 - Operation and Maintenance

WFPO PROGRAM OVERVIEW

- Planning Phase ~ complete in 2023
 - No obligation to move forward
- Final Design Phase ~ 2 years
- Construction Phase ~ 2 to 5 years

WFPO PROGRAM OVERVIEW

Costs (for Flood Control Purpose)

- NRCS WFPO (Federal) Pays for:
 - 100% of Engineering
 - 100% of Construction
 - Up to \$25M per structure/practice

- Local Sponsor Pays for:
 - 100% of Land Rights
 - 100% of Permitting

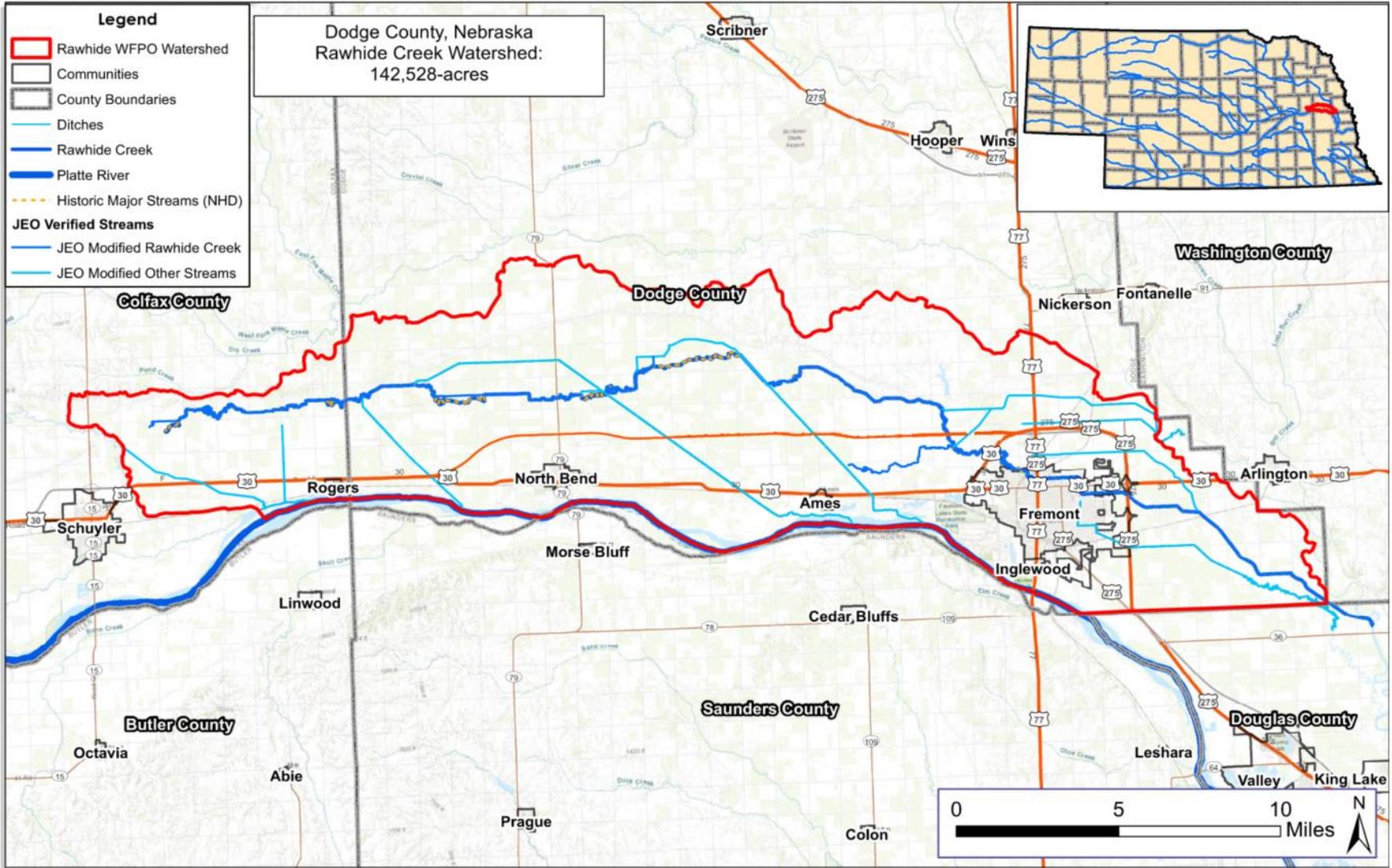


WATERSHED OVERVIEW

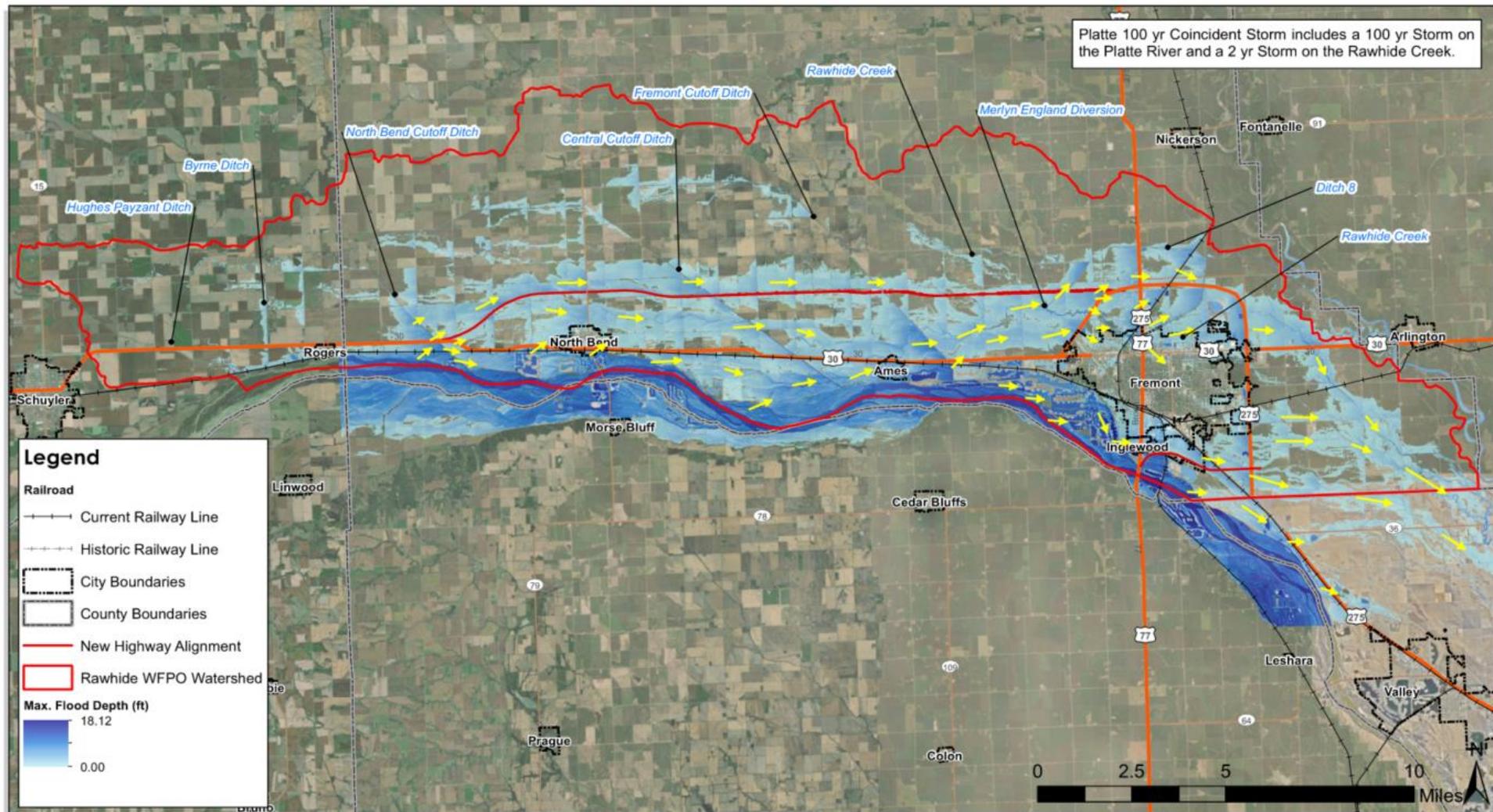
*Dodge County Joint
Water Management
Advisory Board*



WATERSHED OVERVIEW



WATERSHED OVERVIEW



Created By: CEO
 Date: 7/29/22
 Revised: 9/29/22
 Software: ArcGIS 10.8.1

Platte River 100-year Coincident Flow Existing Conditions

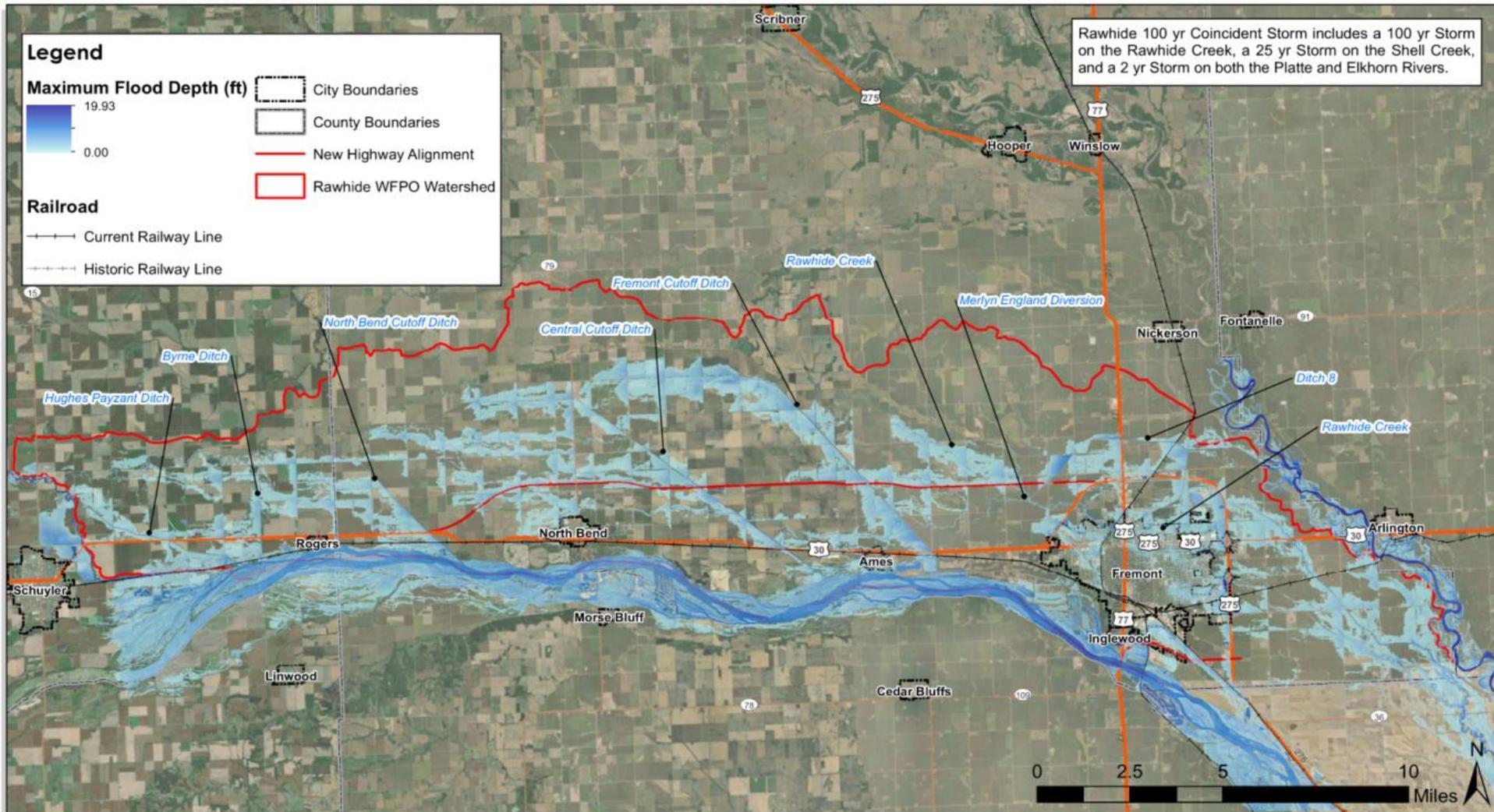
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Rawhide Creek WFPO



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WATERSHED OVERVIEW



Created By: CEO
Date: 8/10/2022
Revised: 8/24/2022
Software: ArcGIS 10.8.1

Rawhide Creek 100-Year Coincident Flow Existing Conditions

Rawhide Creek WFPO

DRAFT



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ALTERNATIVES EVALUATION

*Dodge County Joint
Water Management
Advisory Board*



ALTERNATIVES BY FLOOD SOURCE AND LOCATION

Platte River

- North Bend
- Fremont

North Bend: Rawhide and Shell Creek being addressed by HMGP project

East and South Fremont: Being evaluated through HMGP projects

Rawhide Creek

- NW Fremont
- Watershed

Elkhorn River: Used as a boundary condition and no specific project to reduce Elkhorn River flooding is being evaluated

Shell Creek

Elkhorn River

ALTERNATIVES EVALUATION

Platte River at North Bend

Project	Total Cost	Federal Share	Non-Federal Share	Cost Effective (Y/N)
50-yr Berm	\$1.7M	\$1.5M	\$200,000	Y

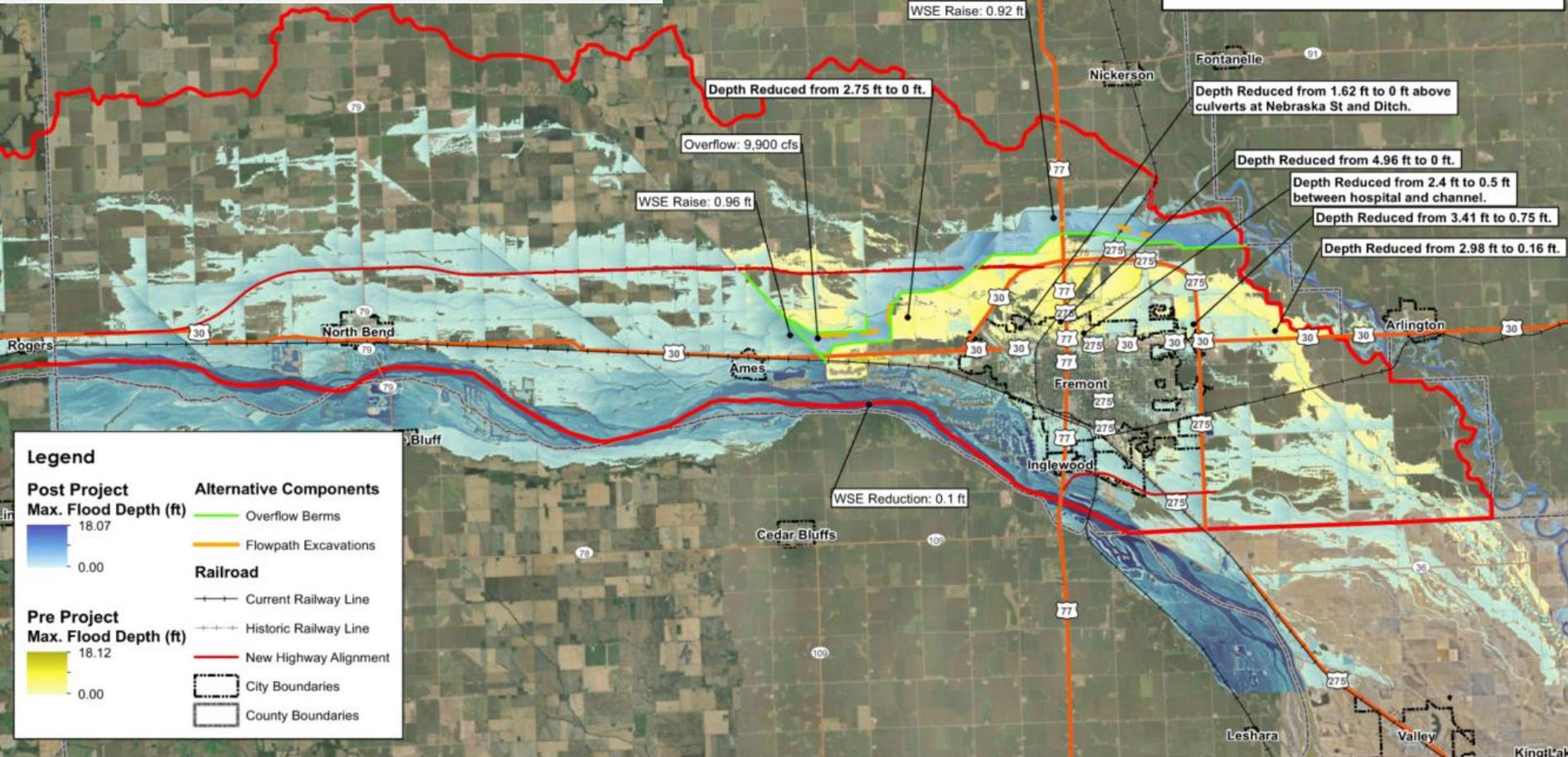
Considerations:

- Impacts to lake communities
- Tie-ins
- Level of risk reduction

ALTERNATIVES EVALUATION

Platte River at Fremont

Note: Areas which appear yellow within this map are locations that are inundated under existing conditions modeling but have been removed from inundation by the proposed conditions model.



Legend

Post Project Max. Flood Depth (ft)	Alternative Components
	Overflow Berms
	Flowpath Excavations
Pre Project Max. Flood Depth (ft)	Railroad
	Current Railway Line
	Historic Railway Line
	New Highway Alignment
	City Boundaries
	County Boundaries

Created By: CEO
 Date: 8/29/22
 Revised: 10/12/22
 Software: ArcGIS 10.8.1

Platte River 100-year Coincident Flow - Preliminary Alternative 7

DRAFT

Rawhide Creek WFPO

0 2.5 5 Miles

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ALTERNATIVES EVALUATION

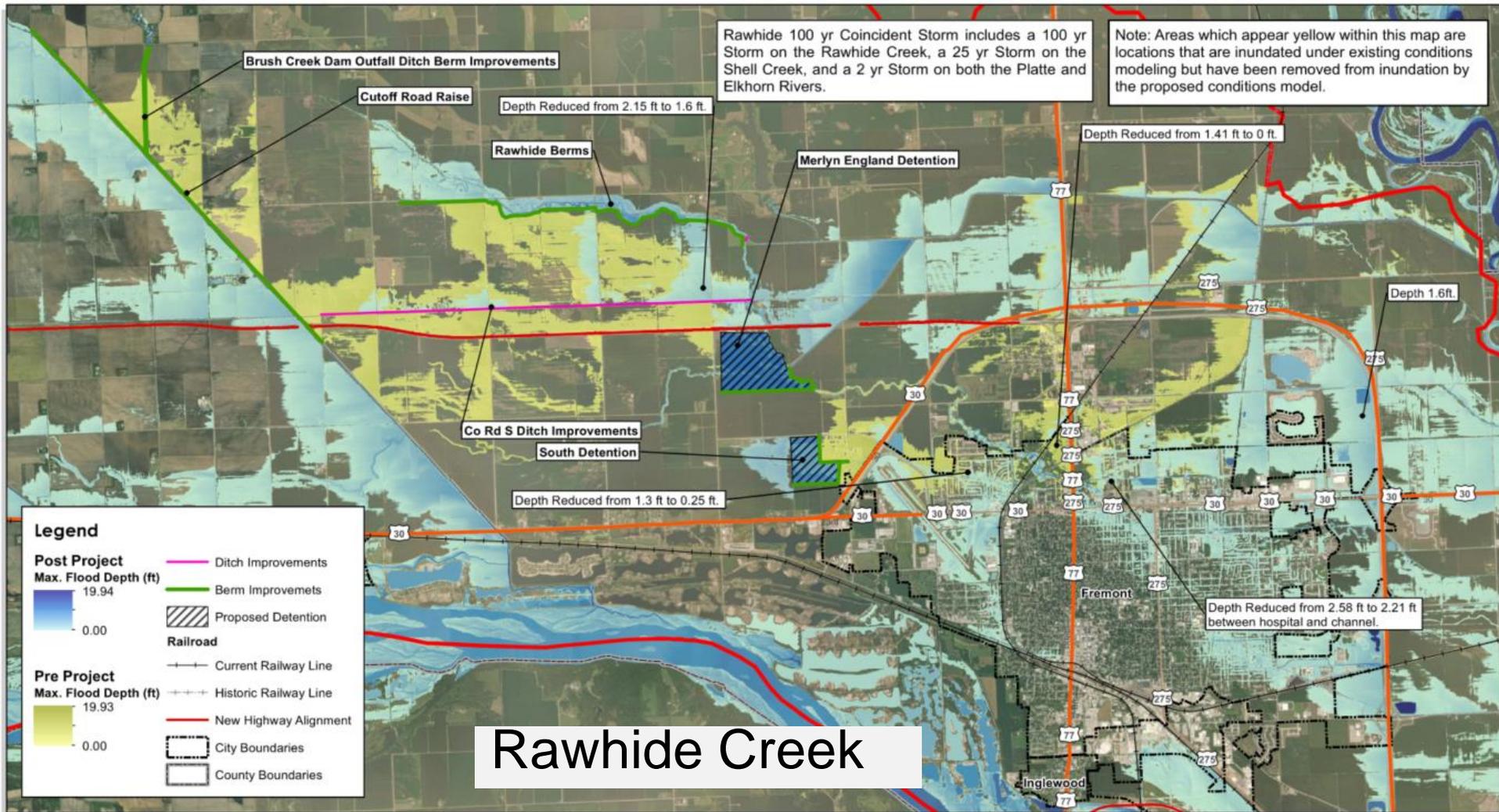
Platte River at Fremont

Project	Total Cost	Federal Share	Non-Federal Share	Cost Effective (Y/N)
Platte Overflow System	\$220M	\$180M	\$40M	TBD

Considerations:

- Does not fit within current NRCS WFPO Program
- Significant land rights

ALTERNATIVES EVALUATION



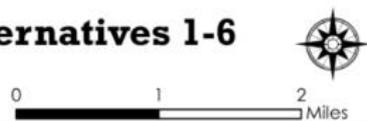
Rawhide Creek

Created By: CEO
 Date: 8/24/22
 Revised: 9/19/22
 Software: ArcGIS 10.8.1

Rawhide Creek 100-year Coincident Flow - Preliminary Alternatives 1-6

DRAFT

Rawhide Creek WFPO



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ALTERNATIVES

Rawhide Creek

Project	Notes
Fremont Cutoff Rd Raise	Average 0.8-ft raise
Road S Ditch Improvements	Approximately 20-ft bottom width
Brush Creek Improvements	Berms, average 3-ft height, both sides
Rawhide Creek Berms	Average 3-ft height, south side
Detention @ Merlyn England	About 200 surface acres, 6-ft avg. depth
Detention @ Airport	About 90 surface acres, 5-ft avg. depth

ALTERNATIVES

Rawhide Creek

Project	Total Cost	Federal Share	Non-Federal Share	Cost Effective (Y/N)
Fremont Cutoff Rd Raise	\$7.2M	\$7.1M	\$100,000	
Road S Ditch Improvements	\$5.7M	\$5.5M	\$200,000	
Brush Creek Improvements	\$1.1M	\$900,000	\$200,000	
Rawhide Creek Berms	\$6.5M	\$6.0M	\$500,000	
Detention @ Merlyn England	\$26M	\$22M	\$4M	
Detention @ Airport	\$7.8M	\$6.1M	\$1.7M	

ALTERNATIVES

Rawhide Creek

Project	Total Cost	Federal Share	Non-Federal Share	Cost Effective (Y/N)
Totals (All 6 Projects)	\$55M	\$48M	\$7M	Y

EXAMPLE

CPNRD Example near Grand Island

- 640-acre dry detention cell



ALTERNATIVE SELECTION FACTORS

- Flood reduction
- Benefits and costs
- Homes
- Infrastructure
- Agriculture operations
- Resources of concern
- Land rights
- Permitting
- Local input

LEDPA Alternative

Least Environmentally Damaging Practical Alternative (LEDPA) is the Alternative with the least impacts to the environment.

The USACE can only issue a permit for the LEDPA.

Preferred Alternative

The Preferred Alternative is selected based on a Benefit Cost Analysis and Environmental Effects.

ALTERNATIVES EVALUATION: PROJECT PURPOSE & NEED (DRAFT)

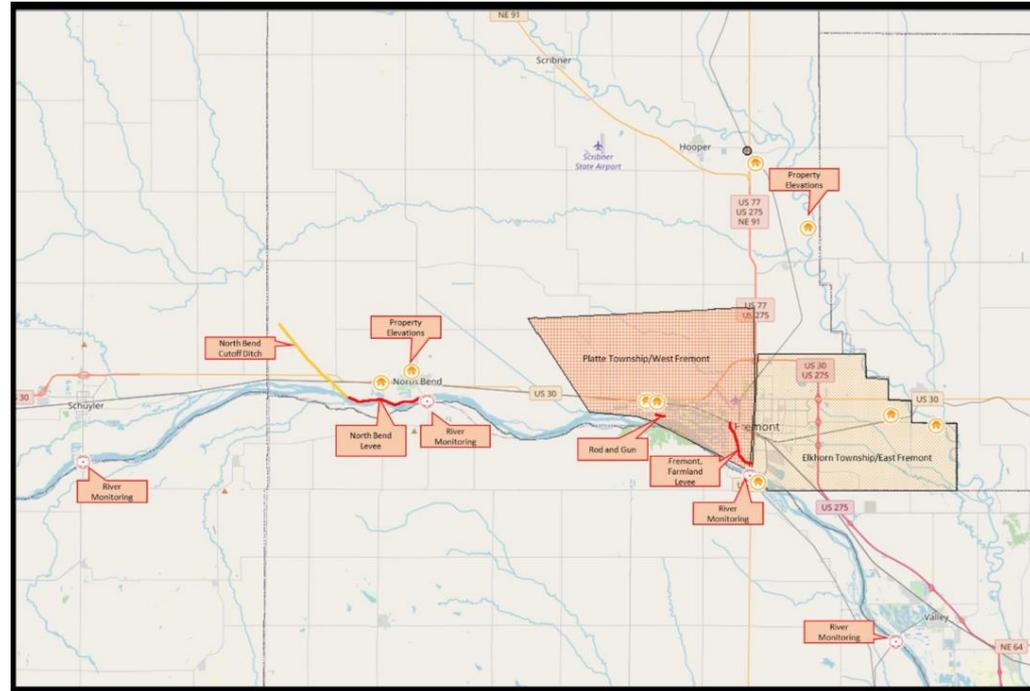
- Initial purpose: To provide flood prevention to the communities, agricultural ground, and infrastructure within the Rawhide Creek watershed.
- Refined purpose: To provide flood prevention to agricultural ground by reducing the flow leaving Rawhide Creek and its tributaries; to provide flood prevention to Northwest Fremont by reducing the flow of Rawhide Creek from 865 cfs to 200 cfs at Highway 30.
- *Note: As the project evolves the purpose will become more defined and supporting information on the needs (level of flooding, etc.) will be clarified.*

ALTERNATIVES REVIEW

- What we are planning:
 - Projects to protect W/NW Fremont from flooding **caused by Rawhide Creek**
 - Including other information in the plan that could be continued later through amended plan or new plan
- What will not be moving forward for detailed evaluation in this plan:
 - Platte River at North Bend
 - Platte River at Fremont
 - Fremont Floodplain Map Revisions
- Just because a project is not recommended in this plan doesn't mean it can't happen in the future

OTHER ONGOING EFFORTS

- Elkhorn Township/East Fremont Mitigation
- Platte Township/West Fremont
- USACE Section 205 Study
- Structure Elevations
- Various Levee and Ditch Repairs
- Future Studies





NEXT STEPS

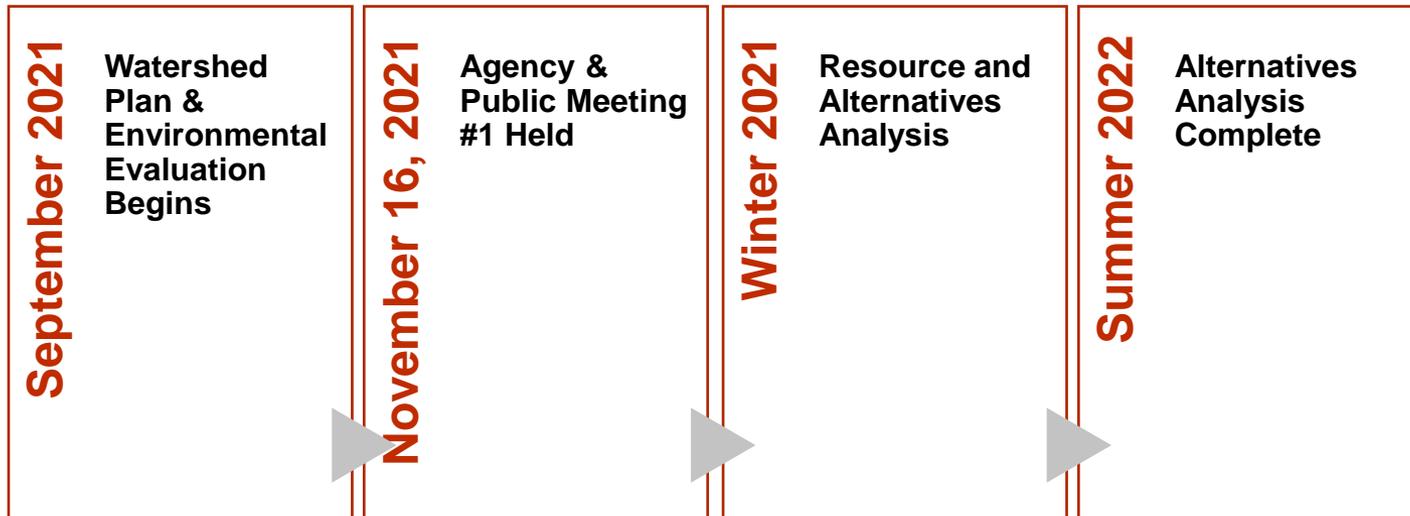
*Dodge County Joint
Water Management
Advisory Board*



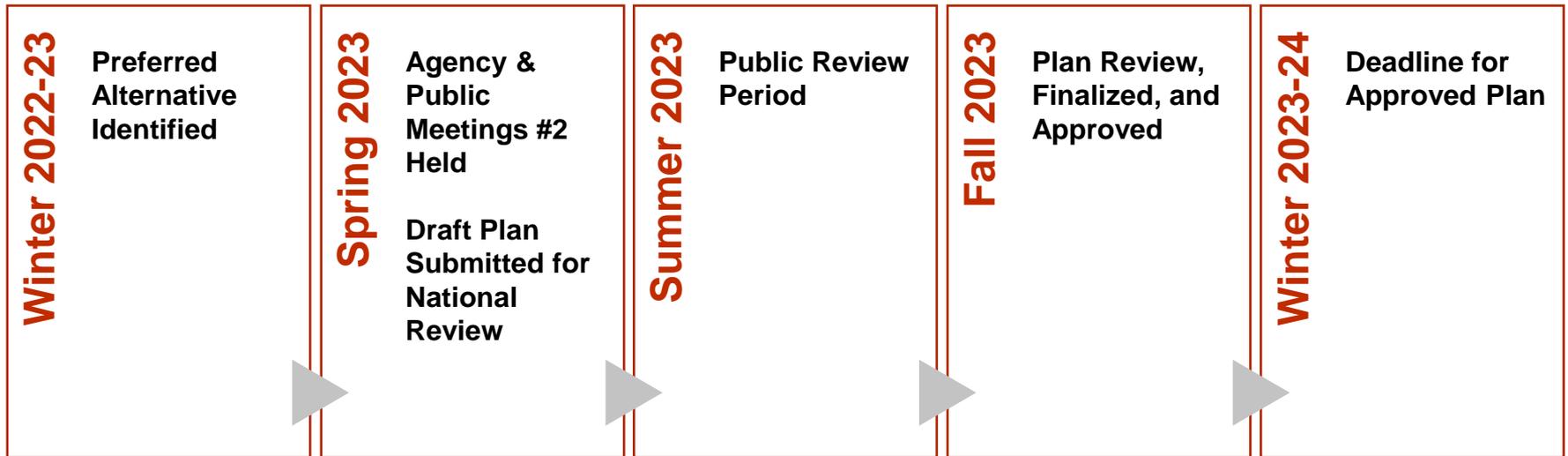
REMAINING TASKS

- Field Work
 - Wetland Delineations
 - Geotechnical Investigations
 - Cultural Resources (Archaeology)
- Detailed Economics
- Permitting and Mitigation Review
- Public Engagement
- Project Refinement
- Plan Compilation and Submittal

ANTICIPATED SCHEDULE



ANTICIPATED SCHEDULE CONT.



Note: Decision to pursue any project would still need to be made after the plan is approved



QUESTIONS, DISCUSSION, AND INPUT

*Dodge County Joint
Water Management
Advisory Board*





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

THIS IS AN AGREEMENT effective as of 12/8/22 ("Effective Date") between Lower Platte North NRD ("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:

Lower Platte North NRD 2025 Hazard Mitigation Plan Update ("Project").

JEO Project Number: 220954.00

Owner and Engineer 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: \$155,000 (Lump Sum)
- 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 hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Work
Exhibit B – General Conditions

4.02 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.

Owner: Lower Platte North NRD

Engineer: JEO Consulting Group, Inc.

By: _____

By: Lalit Jha

Title: _____

Title: Vice President, Water Resources

Date Signed: _____

Date Signed: _____

Address for giving notices:

Address for giving notices:

JEO Consulting Group, Inc.
1937 North Chestnut Street
Wahoo, NE 68066



EXHIBIT A – SCOPE OF WORK
Lower Platte North NRD
2025 Hazard Mitigation Plan Update
Project Number: 220954.00

December 2022

Project Overview

Eastern Nebraska is at risk to a wide range of hazards such as flooding, tornadoes, drought, straight-line winds, public health emergencies, chemical releases, agricultural disease, and more. To assess and reduce risk to these hazards, Lower Platte North Natural Resources District (NRD) champions and maintains the Lower Platte North NRD's Multi-Jurisdictional Hazard Mitigation Plan. The current 2020 HMP is due to be updated and approved by FEMA by August 25, 2025. The HMP is a community-guided document that identifies vulnerability to natural and man-made hazards, and mitigation projects to reduce or eliminate this vulnerability. In conjunction with the update of the HMP, the East Central Nebraska Threat and Hazard Identification and Risk Assessment (THIRA) will be updated, which includes Butler, Dodge, and Saunders Counties. A workshop will be facilitated for the region to capture the risk assessment discussion and to identify capability gaps to be documented in the updated THIRA. The information captured in the workshop will also be integrated into the HMP in the hazard risk assessments and mitigation alternatives. The final deliverable will be an updated Lower Platte North NRD Hazard Mitigation Plan and an updated East Central Nebraska THIRA, which will be an annex of the HMP.

Project Tasks

Task 0: FEMA Grant Application Development

Task 0.1 BRIC Grant Application. JEO will work with the NRD to develop a FEMA BRIC grant application to fund this project and other tasks that the NRD identifies. JEO will assist the NRD in providing responses to any Requests for Information (RFIs) that may be sent by NEMA or FEMA. The planning process will not commence until after the notice of grant award is received.

Task 1: Project Management and Kick-off Meeting

Task 1.1 Project Management. JEO will provide monthly update reports and project invoices to Lower Platte North NRD. The monthly report will contain information that will be required for the NEMA/FEMA quarterly reports and other relevant project information. JEO project management will also include, but is not limited to, meetings and correspondence with local, state, and federal agencies as required to complete the plan update; responding to jurisdictional questions and requests for information; and aiding in the completion of NEMA/FEMA required quarterly reports.

Task 1.2 Kick-Off Meeting. JEO and the project planning team will attend the project kick-off meeting. JEO will develop meeting materials to include a meeting agenda, proposed project schedule, planning team roles and responsibilities, participation requirements, potential plan participant list, and lead a goals and objectives discussion. Separate from the project kick-off meeting, up to two JEO staff members will attend and support the NRD at the NEMA-required grant kick-off meeting.

Task 2: Public Involvement and Stakeholder Engagement

Task 2.1 Project Information – Development and Outreach. JEO will develop public engagement materials and other information for public distribution. Project engagement materials may include but are not limited to press releases, project announcements or meeting invite letters, social media prompts and content, and a project flyer.

Task 2.2 Jurisdictional Meetings. JEO will facilitate up to three public meetings two times during the planning process, for a total of up to six public meetings. In addition to the public meetings, JEO will meet one-on-one with communities preferring this approach, for a total not to exceed 25 one-on-one meetings. Up to two one-on-one meetings will be held with the City of Fremont to discuss plan updates and CRS requirements. Virtual meetings may also be utilized if necessary. JEO will leverage the developed draft jurisdictional profiles as the foundation for meeting discussion and key questions.

Task 2.3 Project Website. JEO will update the 2020 HMP web page specifically devoted to the current HMP update. The website will include project status, meeting dates and locations, recordings of any virtual meetings, and project-related materials. When a draft plan is completed, JEO will post the draft plan on this website during the public review/comment period and will post the final version of the plan once it is approved.

Task 3: Data Collection and GIS Mapping

Task 3.1 Data Collection. JEO will gather and review the information and data required for the risk assessment and successful update of this plan. This includes coordinating with state agencies, such as NEMA, the Nebraska Forest Service, and NeDNR for relevant data. In addition to gathering data from online sources to include, but not limited to, NCEI, U.S. Census Bureau, FEMA, USGS, USDA, PHMSA, and others.

Task 3.2 GIS Mapping. JEO will coordinate with local and county representatives to update field-related data such as FEMA community lifelines, parcel/structural inventory, site-specific hazards, community-specific issues, and other topics. This phase also includes the production of GIS maps required for the risk assessment analysis, such as historical tornado tracts, flood risk hazard areas, fixed chemical sites, and the wildland-urban interface.

Task 4: Develop Mitigation Plan

Task 4.1 Develop Mitigation Plan. JEO will develop all components of the HMP. The plan will be divided into two primary sections: the regional plan overview and jurisdictional profiles. The regional plan will include a summary of the planning process, a discussion of regional demographics, a review of the structural inventory, climatic data, hazard definition and profiles, historical hazard occurrence information, event extent, estimation of historic losses, climate change impacts, plan maintenance protocols, and project funding and implementation information. Jurisdictional profiles will provide a specific analysis for each participating jurisdiction. Up to 55 jurisdictional profiles will be developed, and each will include the following information, as is relevant, for each participating jurisdiction: location and geography; demographics; housing, employment, and economics; governance; local capabilities; relevant plans and studies; future development; community lifelines; local structural inventory; local hazard history and experiences; locally identified mitigation strategies; and ongoing plan maintenance.

Task 4.2 Quality Control. JEO will thoroughly review the HMP for both grammatical and technical accuracy.

Task 5: Adoption, Submission, and Approval

Task 5.1 Public Review and Plan Adoption. JEO will develop and provide draft adoption resolutions alongside jurisdictional profiles to each participating jurisdiction to review and revise for final consideration and approval. The draft plan will be available online on the project website during the Public Review Period. Jurisdictions will be encouraged to adopt the plan during the Public Review Period to certify the plan is accurate for individual needs. JEO will not attend local or county board meetings during the adoption process. JEO will collect adoption resolutions from plan participants and send them to NEMA along with the final plan submittal.

Task 5.2 Submit Mitigation Plan to NEMA/FEMA for review/comment. JEO will complete the required documentation of plan completion and submit the plan to NEMA to initiate the review process. JEO will communicate with the project planning team when this has occurred.

Task 5.3 Revise Plan/Resubmit Mitigation Plan as needed. If the NEMA/FEMA review results in a request for revisions, JEO will complete the requested revisions as appropriate to receive approval of the HMP. Upon completion of the requested revisions, JEO will resubmit the plan to the state.

Task 5.4 Distribution of Plan. JEO will provide electronic copies of the FEMA-approved plan to each participating jurisdiction. The Lower Platte North NRD and participating county emergency managers will receive electronic and hard copies of the plan.

Task 6: Threat and Hazard Identification and Risk Assessment (THIRA)

Task 6.1 Data Collection. JEO will gather and review information and data needed to inform the THIRA. Any data needs beyond what is identified in Task 3.1 will be collected at this time.

Task 6.2 THIRA Workshop Facilitation. JEO will facilitate one half-day workshop with county emergency management and key personnel. In coordination with Butler, Dodge, and Saunders County Emergency Management, two separate scenarios will be developed to identify capability targets and resource requirements.

Task 6.3 Develop THIRA. JEO will develop all components of the THIRA. A draft of the THIRA documents will be provided to the county emergency managers for review and comments. JEO will complete a comprehensive QAQC of the documents prior to the draft review. A printed and electronic copy of the final THIRA documents will be provided to each participating county.

Deliverables

Deliverables will be distributed to Lower Platte North NRD, participants, and stakeholders as necessary throughout the project. Specific deliverables for this project will include:

- HMGP grant application
- Monthly progress reports
- Information for grant quarterly reports
- Electronic copies of the Hazard Mitigation Plan (For plan participants)
- Up to six print copies of the Hazard Mitigation Plan (For the NRD and participating counties)
- Electronic copies and up to six print copies of the East Central Nebraska THIRA

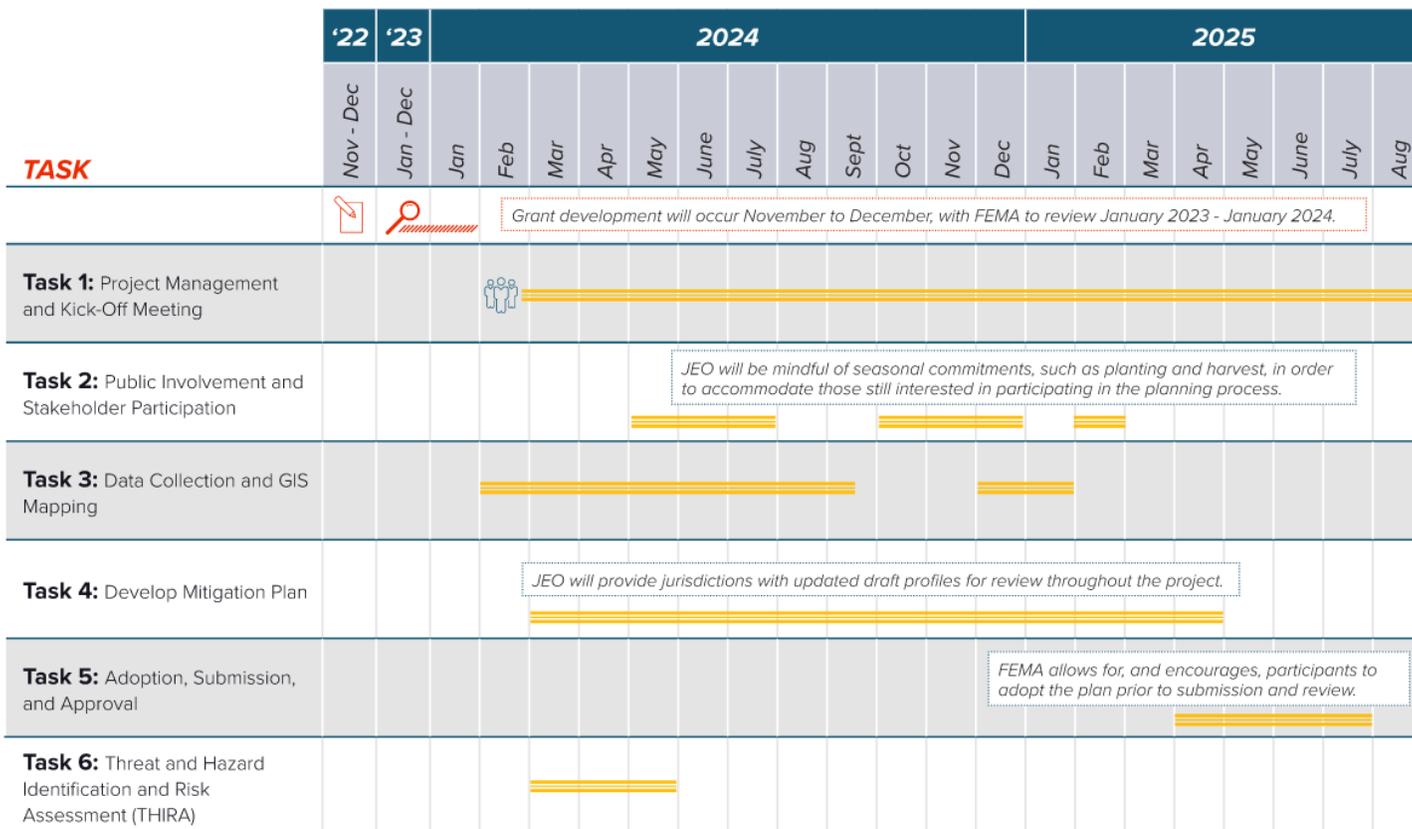
Assumptions

JEO will...	The local planning team will...
Project Setup/Management	
Schedule and conduct kick-off meeting.	Assist in scheduling and attendance at the kick-off meeting.
Develop/propose a project schedule.	Review, advise, and approve project schedule.
Compile a list of potential participants, stakeholders, and others to be involved in the planning process.	Identify, review, and update the list of eligible participants, stakeholders, and others to be involved in the process.
Compile contact information for jurisdictions/stakeholders/ neighboring jurisdictions.	Update contact information for eligible participants and others.
Develop and maintain the project website (update with meeting/webinar dates and locations).	Post project status, draft plan, project flyer, and other items on the local website and/or social media.
Assist with completing the Quarterly Report Form, including milestone dates and a brief synopsis of work.	Complete the Reimbursement Request Form each quarter.
Attend the NEMA grant kick-off meeting.	
Review currently approved HMP for necessary changes related to updated FEMA regulations.	
Public Engagement	
Provide project update reports to the project planning team.	Review project update reports and provide comments.
Develop public engagement materials for the general public.	Assist with the dissemination of public engagement materials.
Suggest public meeting dates.	Finalize public meeting dates and identify/secure meeting locations.
Provide meeting invitation correspondence (letter and/or email) for meetings, project announcement(s), and press release(s).	Send follow-up reminder correspondence for jurisdictional meetings, send out project announcement(s), press release(s), and utilize existing social media for community awareness.
Facilitate public meetings.	Assist in gaining buy-in from potential participants hesitant to engage in the planning process.
Schedule and facilitate one-on-one meetings, as needed.	Attend project-related meetings.
Data Collection	
Collect historical occurrence records, impacts, and losses (NCEI, NFS, USDA, U.S. Census Bureau, PHSMA, FSA, NeDNR, FEMA, or others as appropriate).	Assist with collecting technical data (local planning documents, historical event descriptions, etc.).
Request parcel data (structural inventory) from the county assessor's office.	Follow-up with communities to collect local data, as needed.
Analyze and evaluate historical hazard event records and losses.	

JEO will...	The local planning team will...
HMP Development	
Develop HMP document – draft upfront and individual jurisdictional profiles.	Assist communities in the identification and prioritization of mitigation strategies.
Update and define the risk assessment methodology.	Assist communities in developing, collecting, reviewing, and/or implementing relevant plans/strategies.
Provide feedback and guidance on the identification and prioritization of mitigation strategies.	Review the draft plan during the public review period and provide comments/revisions before submission.
Review and summarize provided community-level planning mechanisms for integration.	Post plan for public review on local websites and social media accounts.
QA/QC of the document before public review.	
Adoption and Submission	
Post the plan on the project website for the public review period.	Adopt draft HMP via resolution during the public review period and sign off on the review of materials.
Notify all jurisdictions of the public review period and provide draft adoption resolutions.	Assist with local adoption of the HMP by participating jurisdictions.
Prepare the HMP review tool for plan submission.	
Submit the plan to NEMA and FEMA for review.	
Meet with NEMA during plan review, as needed.	
Complete HMP revisions/resubmit the plan as required by the state and/or FEMA.	
Provide updates to participating jurisdictions and the planning committee regarding the plan approval status.	
Threat and Hazard Identification and Risk Assessment	
Prepare a THIRA kick-off meeting agenda, draft schedule, and other required meeting materials.	Identify key stakeholders to be invited to the THIRA meeting.
Gather and review information and data as needed to inform the THIRA.	Provide known available data and plans, as requested.
Develop two hazard scenarios.	Assist in the development of the hazard scenarios.
Draft pre-workshop survey and send to emergency management and stakeholders.	Review and provide feedback on pre-workshop survey.
Send workshop invitations and reminders.	Help identify and secure workshop location, as well as attend the workshop.
Facilitate the THIRA workshop and develop materials required for the planning process	Review THIRA workshop meeting minutes.
Draft THIRA workshop meeting minutes.	Provide timely responses and feedback to draft THIRA.
Develop THIRA for East Central Nebraska PET Region	

Project Schedule

The grant application development will commence upon Notice to Proceed with the HMP update to commence upon notice of obligated grant funds by NEMA. As the plan update needs to be completed by the expiration date of August 2025, the proposed project schedule could be adjusted as desired by the NRD. Project scheduling is contingent upon timely grant award notification and participation and review by participating jurisdictions.



Project Fee

Owner will be billed monthly for services. A Task Series breakdown of the project fee is provided below. Additional services can be provided based upon current hourly rates as requested by the owner. JEO reserves the right to redistribute budget among tasks so long as the total fee amount does not change.

TASK	TASK COST	75% REIMBURSED	25% LOCAL COST SHARE
Task 0: FEMA Grant Application Development	\$0	\$0	\$0
Task 1: Project Management and Kick-Off Meeting	\$16,500	\$12,375	\$4,125
Task 2: Public Involvement and Stakeholder Participation	\$34,700	\$26,025	\$8,675
Task 3: Data Collection and GIS Mapping	\$16,550	\$12,412.50	\$4,137.50
Task 4: Develop Mitigation Plan	\$65,750	\$49,312.50	\$16,437.50
Task 5: Adoption, Submission, and Approval	\$4,000	\$3,000	\$1,000
HMP SUBTOTAL	\$137,500*	\$103,125	\$34,375
Task 6: Threat and Hazard Identification and Risk Assessment (THIRA)	\$17,500	\$13,125	\$4,375
TOTAL FEE FOR TASKS 0 - 6	\$155,000	\$116,250	\$38,750

This fee includes JEO's billable time and overhead expenses including telephone calls, copying, postage, travel, and meals that are included in our hourly rates and fees. Any additional services beyond this Scope of Services may be provided on a billable time basis in accordance with our Standard Hourly Rate Schedule.

JEO's Standard Hourly Rates are adjusted annually in January to reflect equitable changes in compensation payable to staff. If schedule delays occur beyond JEO's control, a contract amendment will be required based on the amount of project tasks outstanding after 24 months of notice to proceed.

Services not included

If desired, a fee for these services can be negotiated. However, specific items not included in this Scope of Services are:

- Dam or levee failure tabletop exercise
- Dam breach/inundation mapping
- Half-day introduction to hazard mitigation workshop
- Half-day mitigation projects funding workshop
- Project management and coordination tasks beyond the scheduled project completion period

Scope and Fee Expiration

The information contained in this Scope of Services is valid until 12/31/2022. After that date, the Scope and Fee are subject to adjustment.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

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

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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 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,

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requisition, notice to proceed, or like document regarding JEO's services.

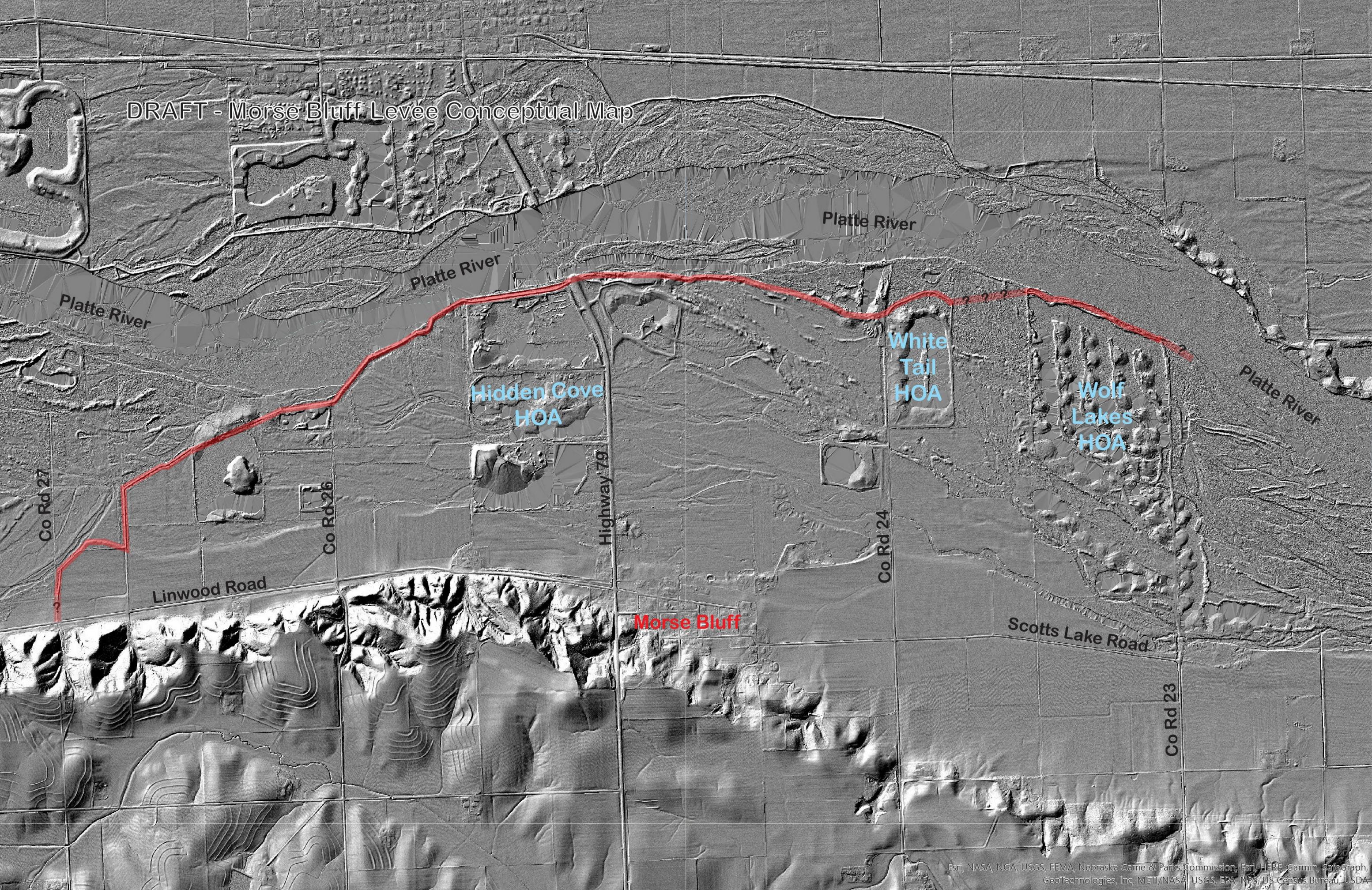
16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof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

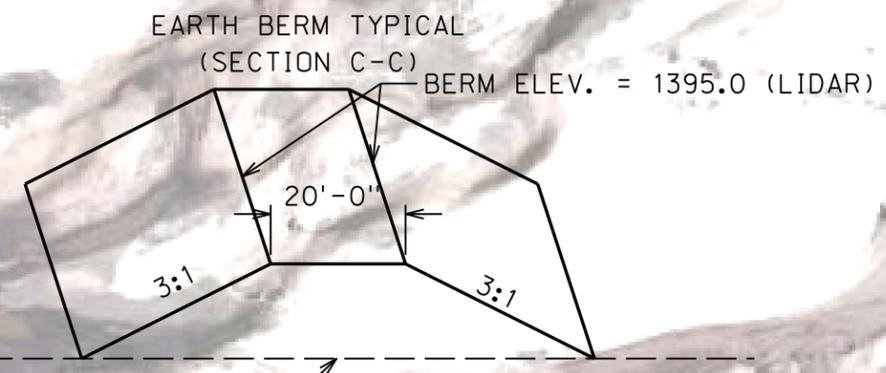
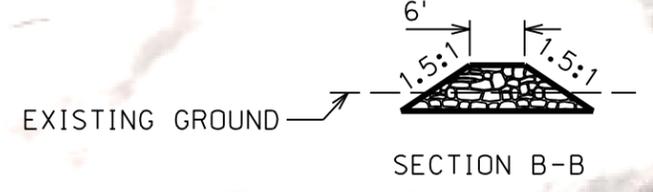
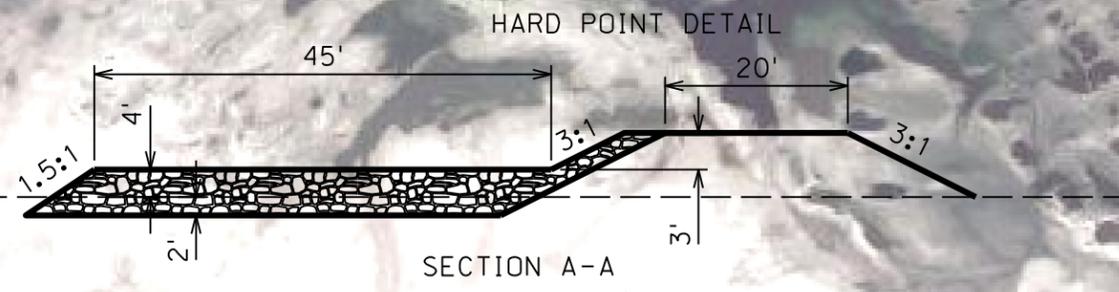
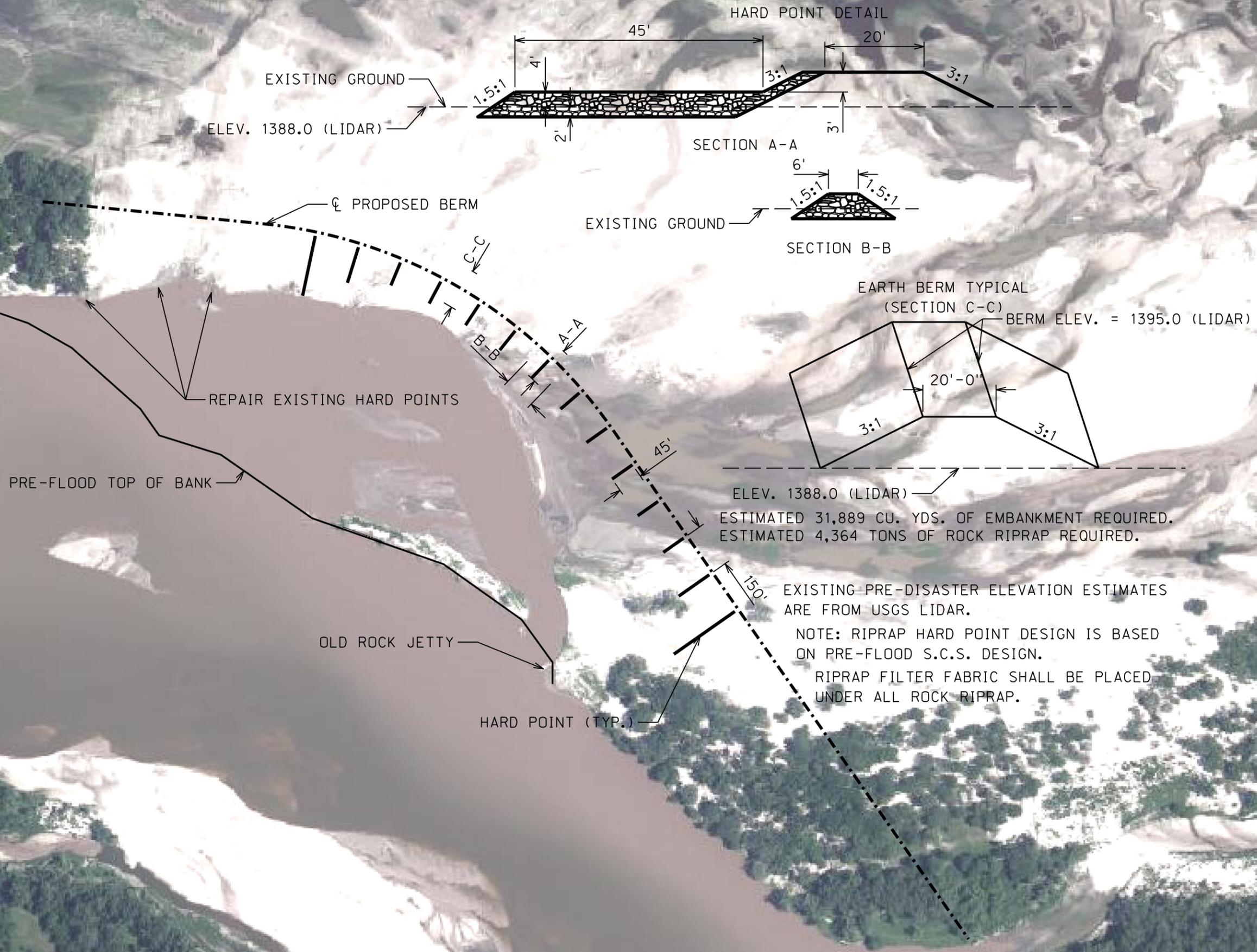
DRAFT - Morse Bluff Levee Conceptual Map



PRELIMINARY PLAN
NOT FINAL - SUBJECT TO CHANGE



COLFAX COUNTY
SEC. 3-T16N-R2E
WOLF FEM A BANK STABILIZATION
JUNE 24, 2020



ESTIMATED 31,889 CU. YDS. OF EMBANKMENT REQUIRED.
ESTIMATED 4,364 TONS OF ROCK RIPRAP REQUIRED.

EXISTING PRE-DISASTER ELEVATION ESTIMATES ARE FROM USGS LIDAR.

NOTE: RIPRAP HARD POINT DESIGN IS BASED ON PRE-FLOOD S.C.S. DESIGN.

RIPRAP FILTER FABRIC SHALL BE PLACED UNDER ALL ROCK RIPRAP.



IN THE DISTRICT COURT OF SAUNDERS COUNTY, NEBRASKA

MICHAEL KASPAR,)
)
 Plaintiff,)
)
 v.)
)
 CLIFFORD PROCHASKA and)
 LEONA PLACEK,)
)
 Defendants.)

CASE NO. CI 20-19

ORDER

FILED BY
CLERK OF THE DIST. COURT
2022 SEP 16 PM 1:13
SAUNDERS COUNTY
NEBRASKA

THIS MATTER came before the Court on September 16, 2022, for hearing on Mandatory Injunction. Robert Peterson appeared with the Plaintiff. John Sohl appeared for the Defendant; and Mr. Prochaska appeared. Evidence was adduced. The Court entered an order on March 31, 2022 finding that Plaintiff's Petition for Mandatory Injunction should be granted. The Court further ordered the parties to mediate a proposed remedial and restoration plan to restore lateral support to Plaintiff's property or in the alternative, to present evidence to the Court for determination of specific orders of injunctive relief.

Plaintiff presented testimony from Robert Roumph, a retired civil engineer regarding proposed remediation of the lateral support. Mr. Roumph has a B.A. in civil engineering and a master's degree in water engineering. For the eleven years prior to retirement, Mr. Roumph served as the Chief Water Engineer for Omaha, Nebraska. Upon inspection of the Kasper and Prochaska/Placek property, Mr. Roumph recommended as follows: 1) a check dam be constructed on the Prochaska property by the north drainage; 2) a check dam be constructed on the Prochaska property by the south drainage; and 3) a grass buffer of fifteen to twenty-five feet be maintained between the fenceline and the commencement of the farming operations (crops) on the Prochaska side of the fence, as diagramed in Exhibit 33.



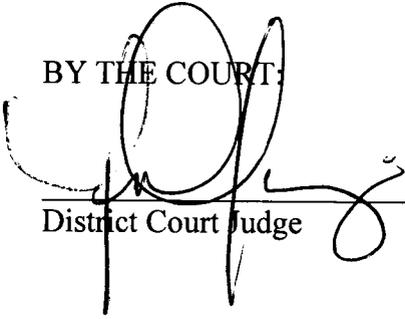
000122998D06

IT IS HEREBY ORDERED that Defendants are required to reestablish lateral support along the property boundary between Plaintiff and Defendants' property. Defendants are ordered to remediate the lateral support as follows: 1) construct a check dam by the north drainage; 2) construct a check dam by the south drainage; and 3) install and maintain a grass buffer of fifteen to twenty-five feet between the fenceline and the farming operations (crops), as diagramed in Exhibit 33.

SO ORDERED.

Dated this 16th day of September, 2022.

BY THE COURT:


District Court Judge

CERTIFICATE OF SERVICE

I, the undersigned, certify that on September 16, 2022, I served a copy of the foregoing document upon the following persons at the addresses given, by mailing by United States Mail, postage prepaid, or via E-mail:

John H Sohl
johnsohl@me.com

Kathleen M Foster
kfoster@petersonfosterlaw.com

Klancy M Peterson
kpete@petersonfosterlaw.com

Date: September 16, 2022 BY THE COURT:

Patty McGow
CLEK





Lower Platte North NRD Board of Directors,

The purpose of this letter is to draw your attention to and ask for a letter of support for a potential new recreational opportunity within the Lower Platte North Natural Resource District.

The Great American Rail-Trail, a project of Rails-to-Trails Conservancy, will link some of America's greatest trails across the United States between Washington State and Washington, D.C. This project is 54% complete nationwide and 52% complete in Nebraska, including the MoPac and Cowboy Trails in this network. Rails-to-Trails Conservancy has been in talks with railroads in Nebraska to prioritize the next sections for development along the route and identified a section from David City to Columbus that the railroad would consider for development as a "rail-with-trail". A rail-with-trail is a trail built adjacent to or within an active railroad corridor, and as of 2021, there were at least 399 rails-with-trails in the US, totaling more than 1,025 miles.

Many NRDs across Nebraska have participated in the creation of trails over the years. Together, we are asking for a letter of support from the Lower Platte North NRD to pursue conversations with the railroad on a potential rail-with-trail between David City and Columbus. The main purpose of the letter is for the Lower Platte North NRD to acknowledge that they are open to being a recipient of an easement from the railroad and to being the governmental fiscal agent for receipt of funds for grants should the project move forward. There are a large number of transportation related grants available at this time to support this project.

In Nebraska's [Statewide Comprehensive Outdoor Recreation Plan \(SCORP\)](#), a survey of constituents across the state found that of 28 options of facilities/activities available to people across the state, respondents indicated that trails are the most important resources to have. There is significant public interest in trails, especially trails that are connected to other trails to form a network, like trails along the Great American Rail-Trail.

At the next the Lower Platte North NRD Board of Directors meeting we would be excited to present this opportunity to your Board of Directors for consideration.

Jason Buss
President
Nebraska Trails Foundation
308-227-8703
bussjason@gmail.com

Julie Harris
Executive Director, Bike Walk
Nebraska, 402-699-3037
julie@bikewalknebraska.org

Kevin Belanger
Project Manager
Great American Rail-Trail
kevinb@railstotrails.org

Erika Kim
President, Columbus Area
Recreational Trails
erikakim@gmail.com

